

**NEGOTIATION OF THE
COLLECTIVE AGREEMENT**

between

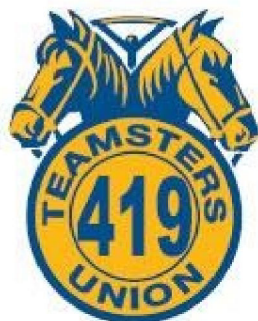
SWISSPORT CANADA INC.



and

CANADA COUNCIL OF TEAMSTERS

AND ITS LOCAL 419



Toronto Pearson International Airport

October 15th, 2020 to October 14th, 2022

Teamsters Local 419 and Swissport Canada Inc.

INDEX

ARTICLE 1 – PURPOSE OF AGREEMENT	1
ARTICLE 2 –SCOPE AND RECOGNITION	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	2
ARTICLE 4 – UNION SECURITY.....	2
ARTICLE 5 – UNION REPRESENTATION	4
ARTICLE 6 – GRIEVANCE PROCEDURE.....	6
ARTICLE 7 – ARBITRATION	8
ARTICLE 8 – STRIKES AND LOCKOUTS.....	10
ARTICLE 9 – WAGES AND CLASSIFICATIONS	11
ARTICLE 10 – STATUTORY HOLIDAYS.....	12
ARTICLE 11 – VACATION	13
ARTICLE 12 – SENIORITY	15
ARTICLE 13 – JOB VACANCIES.....	19
ARTICLE 14 – LEAVES OF ABSENCE	19
ARTICLE 15 – EMPLOYEE BENEFITS.....	21
ARTICLE 16 – TRAINING	23
ARTICLE 17 – HOURS OF WORK.....	24
ARTICLE 18 – OVERTIME	29
ARTICLE 19 – NO DISCRIMINATION	32
ARTICLE 20 – BULLETIN BOARD	33
ARTICLE 21 – HEALTH & SAFETY	33
ARTICLE 22 – UNIFORMS	36
ARTICLE 23 – REORGANIZATION OF THE COMPANY	39
ARTICLE 24 – SEVERANCE	39
ARTICLE 25 – ALLOWANCES.....	40
ARTICLE 26 – GENERAL	41
ARTICLE 27 – DURATION.....	42
APPENDIX "A" – Wage Rates	43
APPENDIX "B" – Benefit Plan	46
SCHEDULE "A" – Occupational Groups and Classifications	50
SCHEDULE "B" – Lead Pool, Instructor, and Tow Crew	51
SCHEDULE "C" – Occupational Classifications	53
LETTER OF UNDERSTANDING #1 – Re Essential Services and Order	67
LETTER OF UNDERSTANDING #2 – Re Temporary changes related to contract extension	68

Teamsters Local 419 and Swissport Canada Inc.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The Company and the Union agree that the general purpose of this agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedure and conditions of employment.

1.02 Joint Labour/Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Such meetings (with the chair rotating) shall take place on an as needed and mutually agreed basis and the union committee will include up to a maximum of one (1) representative from each department, along with the Chief shop steward. The Company will take minutes at each meeting but both parties will agree upon the minutes prior to distribution.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all groomers, ramp/ground handlers, including those engaged in deicing functions, mechanics, communications centre co-ordinators and weight balance specialists employed by **Swissport Canada Inc.** at the Pearson International Airport in Toronto, Ontario, excluding office staff, managers, supervisors and those above the rank of supervisor.

2.02 The word "employee" or "employees" wherever used in the Agreement will mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.03 Employees not covered by this Agreement will not perform work normally performed by members of the bargaining unit, except:

(a) For the purpose of training, or

(b) For situations requiring immediate attention. In such situations, the Company will make every reasonable effort to first use bargaining unit members.

2.04 (a) Prior to any decision to subcontract work, the Company will meet with the shop committee of Local 419 to discuss the matter and allow the Union an opportunity to suggest ways in which the work might otherwise be performed.

Teamsters Local 419 and Swissport Canada Inc.

- (b) During the life of this Agreement only, the Company will not contract out work currently performed by employees in the Cabin Services Occupational Group under the current scope of work performed and relating to the following carriers: Air Transat, Caribbean Airlines, Pakistan International Airlines and Cubana. This list may be altered as mutually agreed to in writing between the Company and the Union.

2.05 The Company agrees not to enter into an agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges the management of the Company and direction of employees are fixed exclusively in the Company and, without restricting the generality of the foregoing, it is the exclusive function of the Company to:

- (a) Maintain order, discipline, efficiency, and customer service;
- (b) Hire, train, assign, retire, direct, promote, demote, classify, transfer, lay- off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve in accordance with the provisions to this Collective Agreement;
- (c) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, and the extension, limitation, curtailment or cessation of operations;
- (d) Make, enforce and alter from time to time reasonable rules and regulations to be observed by employees, and provide a copy of such rules and regulations as may be made from time to time to employees and the Union.

3.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations on the Company's rights and powers.

ARTICLE 4 - UNION SECURITY

4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the

Teamsters Local 419 and Swissport Canada Inc.

regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.

- 4.02 New employees will make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their membership application cards to the Union following their probationary period.
- 4.03 The Company will deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company will deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the current month in which the monies are deducted.
- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union will notify the Company in writing of any change in the amount of Union dues and such notification will be the Company's authorization to make the deductions specified.
- (a) All monthly dues for members to be submitted with current address, postal code, phone number, and Social Insurance Number.
 - (b) Twelve (12) check offs per year (calendar month).
 - (c) Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.
- 4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 4.06 The Union agrees to indemnify the Company and save the Company harmless against any and all claims which may arise in complying with the provisions of Article 4.
- 4.07 The Company will deduct an amount equal to Union Dues from Probationary employees and Part-time employees who work 40 hours in a month, but are exempt from paying Initiation Fee.

Teamsters Local 419 and Swissport Canada Inc.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Company recognizes the right of the Union to appoint or elect up to fourteen (14) Union Stewards in total, five (5) from the ramp, one (1) from GSE, two (2) from Cabin services, (1) from Operations/Weight and Balance, (1) from Comm Center, and three (3) from Deicing; and one (1) Chief steward among employees in the bargaining unit. The Union reserves the right to amend the number of stewards as necessary.
- 5.02 The Union will advise the Company in writing of the names of the Stewards, who will be employees who have completed their probationary period, and within five (5) days of any change of employees appointed to so act during the term of the Collective Agreement.
- 5.03 Union Stewards will be permitted to take up grievances during working hours without loss of pay, provided that, before leaving his regular duties to attend such matter, he shall obtain permission of his immediate supervisor. Such permission shall not be unreasonably withheld by the Company provided there is no disruption to the operations.
In any meeting with the Company on Union business, including the renewal of this Agreement with the Company, requested in writing by the Union, the Steward will not suffer loss of wages and will be paid applicable rates as per Collective Agreement by the Company.
- 5.04 An authorized representative of the Union will have access to the Company's establishment during working hours for the purpose of adjusting disputes and meeting with members, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld. The Company will also sign off on a GTAA (RAIC) pass for one (1) authorized representative of the union, subject to approval from the GTAA and the Union will bear the costs, if any, associated with obtaining such pass.
- 5.05 The Company will recognize the Union Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 5.06 New hire training and introduction by steward:
The Company will allow one (1) steward to hold an introduction meeting with new hires during the course of new hire training, for up to one hour (½ hour union introduction and ½ hour health and safety).
- 5.07 The Union will be copied on all correspondence regarding letters of discipline and all posting notices.

Teamsters Local 419 and Swissport Canada Inc.

5.08 Whenever an employee is involved in an accident the Company will contact a Shop Steward or a Union Member of the Safety Committee to ensure such representative is on the scene and integral to the investigation.

5.09 When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he will be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfill such position.

An employee on leave of absence for this purpose will continue to accrue seniority and company service. The Company will extend the leave if the employee is re-elected.

5.10 The Company will grant unpaid union leave (per department) per steward for the purposes of education, training etc...as requested by the union. Such request will not be unreasonably withheld.

5.11 Chief Steward

The Union may designate and the Company will recognize one (1) Chief Steward to represent members in the bargaining unit. The Chief Steward will be a full time position employed on a shift, Monday to Friday, in order that he will be available to discuss Union matters with both the Company and the membership. When not attending to Union business, the Chief Steward will perform bargaining unit work as directed by the Company.

The Chief Steward will be paid at the applicable rate of his classification.

5.12 The Company will provide one (1) union office for the stewards, with a phone and a computer.

5.13 Negotiating Committee

(a) The Company will recognize a Union Negotiating Committee of up to thirteen (13) members of the bargaining unit (with at least one (1) member from each department) who have successfully completed their probationary period. The Union shall notify the Company in writing of the names of the members of the Negotiating Committee and the Company shall not be required to recognize any Committee members until it has been so notified. Time spent by employee members of the Negotiating Committee at direct negotiations with the Company shall be paid (up to a maximum of one (1) day's regular wages, or such lesser amount as is appropriate, per day).

(b) Members of the Union Negotiating Committee shall be granted time off work, without pay, as necessary, to draft proposals and prepare for negotiations with the Company.

Teamsters Local 419 and Swissport Canada Inc.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance will not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.

6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the company the opportunity to adjust his complaint.

6.03 Any grievance arising over the administration, interpretation or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within thirty (30) calendar days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

6.04 STEP ONE

By a conference between the aggrieved employee and his Supervisor or his designate; the employee shall be accompanied by his Steward. The employee's Supervisor or his designate shall give his decision in writing within five (5) working days.

6.05 STEP TWO

If the Supervisor or his designate provides an answer at Step One, the Union will have five (5) days to take the matter to Step Two. If no answer is provided by the Company, or failing settlement, the matter will be automatically forwarded to Step Two.

The Union designate will be the Business Agent, and the Company designate will be the General Manager or his designate. The grievance may be resolved by agreement and the decision will be final and binding. This meeting must be conducted once a month and the grievor, his steward and chief steward will be present and will not suffer any loss of wages.

6.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the

Teamsters Local 419 and Swissport Canada Inc.

Company at Step 2 of the grievance procedure at any time within thirty (30) days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

6.07 Each step to be taken under the Grievance Procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7. Any grievance which is not commenced or processed through the next stage of the Grievance Procedure (i.e. Article 6) or the Arbitration Procedure (i.e. Article 7) within the time limits specified shall be deemed to have been abandoned and/or withdrawn.

6.08 Extension of Time Limits

Any and all-time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

6.09 Discharge or Suspension Notice

If the Company suspends or discharges an employee, it will notify both the employee concerned and the Steward, in writing, immediately, giving the reasons for such discharge or suspension.

If an employee is suspended pending a Company investigation, the employee will be paid for the period of time that is required for the company to complete its investigation.

6.10 Discharges and Suspensions

If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance will be presented at Step Two within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.

6.11 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee will have the right to interview with his Steward for a reasonable amount of time, then he will immediately leave the premises.

6.12 Any disciplinary action or decision in respect of any employee will not be based on any item in his personnel record which has been on file for more than twelve (12) months, provided the employee does not receive any further discipline during this twelve (12) month period.

Teamsters Local 419 and Swissport Canada Inc.

6.13 Stewards' Representation

A Steward shall be present at any disciplinary meeting regarding verbals, written warnings, suspensions and discharges. At the steward's request, the Company agrees to meet with the union steward for a few minutes prior to the start of such disciplinary meeting. Where reasonably practicable, the Company will administer discipline at a meeting face-to-face with the employee concerned.

If the Company relies on any video/photo evidence during an investigation, it shall review the evidence with the union steward(s) upon request.

6.14 In cases involving a discipline, local management prior to issuing the discipline, may review the matter with the Steward and/or Chief Steward in an effort to ensure that all information and opinions are available.

6.15 If the Company decides to issue a disciplinary suspension to an employee, the Company undertakes to ensure the suspension is served as immediately following the decision to issue the suspension. However, in cases concerning Time and Attendance, the employee will be required to commence serving the suspension within three (3) **scheduled** days following the decision to issue the suspension.

6.16 If warnings, reprimands, suspensions, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand etc.

ARTICLE 7 - ARBITRATION

7.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.

7.02 The written notice referred to in Article 7.01 will contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Federal Minister in accordance with the *Canada Labour Code*.

7.03 The arbitrator appointed will hear and determine the matter and will issue a decision which will be final and binding upon the parties and upon any employee affected by it.

Teamsters Local 419 and Swissport Canada Inc.

- 7.04 The arbitrator will not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister of Labour.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which will be confirmed in writing.
- 7.07 No matter may be submitted to Arbitration pursuant to this Article 7 prior to the exhaustion of the Grievance Procedure in Article 6.
- 7.08 Expedited Arbitration

The Company and the Union agree that grievances should be addressed as quickly as possible. Therefore, the Company and the Union agree that the Following types of individual grievances will be heard in an expedited format:

- Oral/Written warnings
- Suspensions for Time and Attendance only
- Rate of Pay or Benefits
- Overtime
- Vacation and Statutory holidays
- Schedule Bids (Hours of Work)
- Health and Safety
- Job Postings
- Training
- Any other types of grievances, where both parties agree. Where there is no agreement on grievance(s) proceeding through this process, the grievance(s) will proceed through the normal course of arbitration as listed in Article 7.

Arbitrators must be selected and must be able to convene a hearing within sixty (60) days of the referral, unless otherwise agree. For expedited cases, arbitrators will be instructed to render an oral decision on the day of the hearing or written decision no more than fifteen (15) days following the hearing.

Unless the parties agree otherwise, not less than three (3) grievances will be scheduled to be heard on each hearing date.

Teamsters Local 419 and Swissport Canada Inc.

Both parties shall file with the Arbitrator and serve on the other party, at least seven (7) calendar days before the scheduled hearing date, a written brief in respect of each grievance. This brief will include the following:

- A summary of the party's position and relief/award sought
- An outline of relevant facts
- Copies of all documents

Oral evidence may be called during the hearing. The names of the witness(es) sought to be called will be included in the brief.

The parties agree that the following Arbitrators will participate in this Expedited Arbitration Program:

- Stephen Raymond
- Louisa Davie
- Janice Johnston
- Chris Albertyn
- Brian McLean
- Brian Keller

Each party has the right to use and be represented by legal counsel in connection with the Expedited Arbitration Program or represent themselves during the hearing.

The parties will not be permitted to cite legal cases in argument. Further decisions in the expedited program will be final, binding and non-precedent setting.

7.09 Employee File

If discipline is put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, immediately upon the conclusion of the Company's investigation into the matter.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.01 In view of the organized procedure for settling grievances, no employee shall go on strike, the Union shall not declare or authorize a strike by any of its members and the Company agrees not to declare or order a lock-out against any employee until the requirements dictated by the *Canada Labour Code* have been met. Furthermore, the parties agree to refrain from any pressure tactics through the duration of this Agreement.

Teamsters Local 419 and Swissport Canada Inc.

- 8.02 For the purpose of this article, the terms “strike” and “lock-out” have the same meaning as those used by the *Canada Labour Code*.
- 8.03 It is agreed that neither the Union nor the employees shall interrupt work due to a dispute or a disagreement between individuals, companies, Union or associations that have not signed this agreement, as long as the Company takes the necessary steps to ensure the safety of its employees at all times during such conflicts.

ARTICLE 9 - WAGES AND CLASSIFICATIONS

- 9.01 The classifications and rates of pay are set out in the attached Appendix “A” which forms part of this Agreement.
- 9.02 An employee temporarily transferred to a lower rated classification will receive the wage rate of his regular classification. An employee temporarily transferred to a higher rated classification will receive the wage rate of the higher classification for the period of the temporary transfer, provided the employee is able to perform all functions of the higher classification.
- 9.03 Employees will be paid bi-weekly for worked hours. Employees will receive a statement listing straight time hours worked, and overtime hours worked, together with all deductions.

One (1) week prior to the pay period, employees will have the option to preview all hours worked (Punch in and out times) on the clock, so they can verify and correct any payroll issues prior to the pay period.

The Company agrees to ensure that any pay shortages of more than \$50.00 is paid to the employee within three (3) business days of the day on which the employee brings the shortage to the Company’s attention.

From the date of notification, the Company will be allowed to recover one hundred per cent (100%) of any overpayments. The overpayment for full time employees can be collected to a maximum of one hundred (\$100) dollars per pay period and fifty (\$50) dollars per pay period for part time employees, or as mutually agreed upon with the employee and the Company. The Company reserves the right to adjust the above maximum to ensure full recovery of overpayment within three hundred and sixty-five (365) days.

Any overpayment older than three hundred and sixty-five (365) days will be deemed to be forfeited by the Company.

- 9.04 If the Company creates a new classification during the term of this Agreement, the Company will set the wage rate and notify the Union in writing. If the Union disagrees

Teamsters Local 419 and Swissport Canada Inc.

with the rate, the Union will notify the Company within ten (10) days of the Company's notification. The Company and Union will then meet to negotiate the rate. If no agreement is reached, the Union may refer the matter to arbitration within thirty (30) days of the meeting.

- 9.05 (a) Notwithstanding the rates of pay set out in the attached Appendix "A", in the event the Ontario Government raises the minimum wage during the term of this Agreement, the parties agree to forthwith meet to negotiate new rates of pay in respect of those rates set out in Appendix "A" that are below or equal to the new Ontario minimum wage. For clarity, the duty to bargain new rates applies only to those wage rates set out in Appendix "A" that end up below or equal to the new Ontario minimum wage. The parties will make best efforts to commence these wage rate negotiations at least one (1) month prior to the effective date of the new Ontario minimum wage, but in no case will these negotiations commence later than the effective date of the new minimum wage.
- (b) The Union acknowledges the importance of the Company being able to successfully attract and hire new employees throughout the term of this Agreement. Accordingly, notwithstanding the new hire rates set out in Appendix "A", the parties agree that they will meet to negotiate increased new hire rates during the term of this Agreement upon the Company notifying the union in writing of its desire to amend the new hire rates pursuant to this Article 9.05 (b). The parties will commence these new hire wage rate negotiations no later than one (1) month following the date the Company's notice to amend is delivered to the Union. The Company may invoke this Article 9.05 (b) up to a maximum of two (2) times during the life of this Agreement.

Note: For greater clarity, it is agreed and understood that not all rates will necessarily change as a result of a change to the new hire rate. The term of the Collective Agreement will not change. Any rate below the in hire rate will go up to the new in hire rate.

- (c) If the parties have not agreed on new rates within two (2) months following the effective date of the new Ontario minimum wage (for negotiations under Article 9.05 (a) or within two (2) months following the date of the Union's receipt of the Company's notice to amend (for negotiations under Article 9.05 (b), the matter will be determined by way of binding interest arbitration on an expedited basis. For clarity, the parties agree that the matter must be scheduled for hearing before an arbitrator no later than four (4) months following the date that the parties commenced (or are deemed to have commenced) these negotiations.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 The following statutory holidays are recognized in this Agreement:

Teamsters Local 419 and Swissport Canada Inc.

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

- 10.02 Each full time employee shall be granted ten (10) working days off in each calendar year in lieu of Statutory Holidays. Pay will be calculated at the applicable hourly rate multiplied by ten (10X) for each day. Full time employees, who have not been employed by the Company for a full year, will have their paid days off in lieu prorated in accordance with Statutory Holidays occurring during their period of employment. These days will be taken in two (2) one (1) week blocks, to be bid after annual vacation bids, once all annual vacation bids have been completed. The number of available blocks will be determined by using the 1:48 ratio. Employees will not be permitted to work their bid blocks of Statutory Holidays during this period.
- 10.03 All permanent full time employees will participate in Statutory Holidays as specified in Article 10.02.
- 10.04 An amount equivalent to time and one-half (1 ½) the applicable regular rate will be paid for all hours worked on Christmas Day, Boxing Day and New Year's Day, provided the employee reports for his scheduled shifts immediately before and after the statutory holiday.
- 10.05 Part time employees shall be paid four (4) hours for each holiday listed in Article 10.01.
- 10.06 Any employee who leaves the Company and has received ten (10) Statutory Holidays with pay prior to the occurrence of ten (10) holidays, the Company shall have the right to recoup a number of days pay equal to ten (10) less the number of Statutory Holidays which have occurred.

If an employee leaves the Company and has not received his ten (10) Statutory Holidays, he/she shall receive one day's pay for each Statutory holiday that has occurred and for which he/she would have been entitled to receive payment.

One (1) day's payment for the purpose of this agreement shall be the employee's hourly rate times ten (x10).

ARTICLE 11 – VACATION

- 11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. The basis for payment of vacation pay and length of vacation will be as follows:

Teamsters Local 419 and Swissport Canada Inc.

Every employee who, on December 31st of the vacation year has been in continuous service of the Company:

- (a) For ten (10) years or more, shall receive four (4) weeks' vacation with pay equal to eight per cent (8%) of his/her total earnings with the Company during the year ending the preceding December 31st, or
- (b) For five (5) years or more, shall receive three (3) weeks' vacation with pay equal to six per cent (6%) of his/her total earnings within the Company during the year ending the preceding December 31st, or
- (c) For one (1) year or more, shall receive two (2) weeks' vacation with pay equal to four per cent (4%) of his/her total earnings with the Company during the year ending the preceding December 31st, or
- (d) For less than one (1) year, shall receive vacation based on one (1) day per completed calendar month of employment (up to ten (10) **days**) with pay equal to four percent (4%) of his/her total earnings with the Company during the year ending the preceding December 31st.

The vacation year will be from January 1st to December 31st.

11.02 Submissions for vacation will be made "in person", through "call ins", or in writing on forms supplied by the Company before Dec 1st for the following vacation year. The Company and the Scheduling Committee will post a scheduled time for "call-ins" or "in person" submissions one (1) week prior to the bid. All "call in" and "in person" submissions will be completed with the assistance of the Scheduling Committee and recorded on vacation forms. These applications will be processed and approved subject to seniority provisions and posted no later than Dec 15th. These approvals cannot be changed without the consent of the affected employees.

Submissions received after Dec 15th must be made in writing at least one (1) month in advance of vacation and approvals will be posted. No seniority rights will apply after Dec 15th in choosing of vacation time.

11.03 The Company agrees that all statements of vacation pay entitlement will be broken down to identify entitlement and deductions.

11.04 Any employee who was prevented from taking his vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year will, upon his giving the Company thirty (30) days' notice, receive his outstanding vacation pay not later than December 31st.

Teamsters Local 419 and Swissport Canada Inc.

11.05 An employee who ceases to be employed by the Company shall receive all outstanding vacation pay accrued and owing as of the date employment ceases in accordance with this article. However, the Union agrees that the Company may set off against this amount any outstanding fines or penalties applied by the Airport Authority for failure to return RAIC/parking card.

11.06 Employees will not be permitted to work during their annual vacation days as per the *Canada Labour Code*.

11.07 Vacation Schedule Minimums

The number of vacation slots available for bid within each classification will be determined using the ratio of total entitlement divided by 48. Where the result is a fraction of a number .2 or greater it is to be rounded up, e.g. 6.2 slots = 7. Full time and part time employees in each Occupational Group bid separately.

A relief pool will be provided to cover the vacation slots determined above using fifty percent (50%) full time/fifty percent (50%) part time. If an odd number exists, the greater number will be part time.

ARTICLE 12 – SENIORITY

In the event of lay-off, seniority will determine the employees to be retained, skills and ability being sufficient. Employees being displaced due to a lay-off or job elimination will first exercise their seniority, within seven (7) calendar days in receipt of a registered/couriered letter.

12.01 Seniority will be defined as follows:

(a) Company Seniority:

Refers to total Company service from the date of hire.

(b) Occupational Group Seniority:

Refers to an employee's Company Seniority within an Occupational Group.

(c) Classification Seniority:

Refers to an employee's Company Seniority within a classification.

12.02 An employee who is permanently transferred from one classification to another will be placed at the bottom of the seniority list in the said classification for a period of sixty (60) calendar days after which, if the transfer remains, the Company will recognize the employee's Company Seniority in the transferred classification. The sixty (60) calendar days will commence as soon as the employee is transferred (including any training period).

Teamsters Local 419 and Swissport Canada Inc.

12.03 Probationary Period

- (a) Notwithstanding anything in this Agreement, a new employee will be on probation until he has worked sixty-five (65) days (excluding any days while on modified/light duties). During the probationary period, an employee may be discharged at any time for any reason whatsoever in the sole discretion of the Company. Any discharge or release that occurs during the probationary period shall be deemed to be for just cause, unless the Company acts in bad faith or in a discriminatory manner. Upon successful completion of the probationary period, the employee's seniority will be dated back to the date of hire.
- (b) Where two or more employees have the same seniority date (e.g. hired on the same day) and there is a need to establish which employee(s) has greater seniority for any purpose under this Agreement, this will be done using the last 3 digits of their SIN number, with the lowest number having more seniority (e.g. 207 would have greater seniority than 805).
- (c) During an employee's probationary period, management reserves the right to have a meeting at approximately the forty-five (45) day mark, to identify strengths and weaknesses in a probationary employee's work performance. If such a meeting takes place, it will be documented and a Union Steward will be present.

12.04 If a reduction of the work force is necessary for less than one hundred and twenty (120) calendar days, the Company will post a notice for seven (7) calendar days to allow senior employees the opportunity to apply for a voluntary lay-off prior to invoking Article 12.07. The Company reserves the right to accept or decline any application for voluntary lay-off, having regard to operational requirements, efficiency and customer needs.

12.05 Notice of Layoff

- (a) In the event it becomes necessary to reduce the workforce due to fire, flood, explosion, Act of God, unforeseeable work stoppage by employees of an airline services by the Company, or any other circumstances beyond the control of the Company, the Company will endeavour to provide the affected employees with 24 hours' notice.
- (b) In all other circumstances unrelated to (a) above, the Company shall notify the Union of any lay-off as soon as reasonably practicable and all affected employees shall receive at least fourteen (14) days' notice of lay-off.

12.06 Bumping Rights

Teamsters Local 419 and Swissport Canada Inc.

- (a) Whenever it becomes necessary to reduce the workforce in a particular classification, probationary employees in that classification will be laid off first. If further layoffs in the affected classification become necessary, Company seniority shall be the governing factor, provided the remaining employees have the immediate skill and ability to perform the available work.
- (b) In the event an employee with seniority is laid off pursuant to Article 12.05, that employee may exercise bumping rights in the following order:
 - (i) Bump an employee with less Company seniority in another classification in the employee's Occupational Group; and
 - (ii) If the employee is not able to bump in accordance with (i) above, the employee may bump an employee with less Company Seniority in a classification in another Occupational Group, provided the bumping employee has previously worked a minimum of six (6) months in that other classification.
 - (iii) Further, any employee in any occupational group, may bump another employee with less company seniority in the Ramp and Cabins occupational group only. The bumping employee will be trained. He/she must be able to complete all required training and hold qualifications within that occupational group. The parties agree that the employee will be given only one (1) opportunity to successfully complete all training and applicable tests. If the employee is unsuccessful the employee shall be laid off.
- (c) In all cases, the bumping employee must have the immediate skill and ability to perform the work of the employee being bumped and will be reclassified and paid at the rate of the classification into which he bumps.

12.07 Recall Rights

Employees who have not forfeited their seniority rights as hereunder provided will be recalled in order of seniority.

- (a) When work is available in any occupational group classification, those people holding recall rights in the said classification will be recalled before any other person is transferred into or hired into it. For further clarity, an employee can be recalled into a new classification provided that the employee has the skills and ability to work in that classification or can be trained to work in that classification. If an employee accepts such recall into a new classification, he still holds recall rights into his original classification until an opportunity to be

Teamsters Local 419 and Swissport Canada Inc.

recalled into the original classification arises within a period of twenty-four (24) months.

- (b) Recall notices shall be in writing and shall be delivered by registered mail, or by personal delivery confirming signature of the employee. The Union shall receive a copy of each letter of recall and, if delivery to the employee is by personal delivery, the Union shall be so informed. Recall notices sent by registered mail are deemed to have been received by the employee within seven (7) days following the date the registered letter was sent.
- (c) Employees must confirm their acceptance of the offer of recall within seven (7) days of the date they received the recall notice, unless the failure to confirm acceptance is due to a bona fide reason(s). If an employee declines the offer of recall or does not respond within the aforementioned seven (7) days, the employee will be deemed to lose any further recall rights in connection with the lay-off to which the notice of recall relates.

12.08 A seniority list will be placed on the bulletin board in all departments. It will be revised by the Company at least every month and copies of this list will be forwarded to the department stewards.

12.09 Loss of Seniority and Employment

An employee will lose his seniority and his employment will cease if the employee:

- (a) Quits or retires from the employ of the Company;
- (b) Is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;
- (c) Is absent from work for three (3) consecutive working days without explanation satisfactory to the Company.
- (d) Fails to return to work upon the expiry of an authorized leave of absence, except where the failure to return is due to a bona fide reason, or uses an approved leave of absence for purposes other than for which the leave was granted;
- (e) Fails to report for work within five (5) working days of accepting a recall notice in accordance with article 12.07 (c).
- (f) Is laid off for a period of twenty-four (24) consecutive months.
- (g) Has his Provincial Driver's License or AVOP revoked (where possession of a PDL or AVOP is a requirement of the position held). This clause is subject to Article 26.01.

12.10 When an employee is transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority for up to a total combined period not to exceed one hundred and twenty (120) working days over the term of this Agreement. After this one hundred and twenty (120) working day period, the employee will not have any seniority under this Agreement. The Union will be

Teamsters Local 419 and Swissport Canada Inc.

advised in writing of the amount of days an employee has worked outside the bargaining unit on a monthly basis.

- 12.11 It will be the duty of the employee to notify the Company and the Union promptly of any change of address and contact information. If the employee fails to do so, the Company or the Union will not be held responsible for failure of notice to reach such employee.

ARTICLE 13 - JOB VACANCIES

- 13.01 Where the Company decides to fill a vacant position expected to exceed thirty (30) days or more, it shall be posted for a period of seven (7) days. When filling any posted position under this Article, the Company will consider the employees' skills, qualifications and ability to perform the required work. Where employees are relatively equal on the basis of these factors, seniority shall govern. If none of the employees who apply for the posting are deemed acceptable by the Company, the position may be filled externally.

A copy of the job posting and award will be given to the applicable department steward(s). Names of people awarded jobs through the bidding process will be posted.

- 13.02 An employee promoted or transferred to a new position through the posting process will be given a sixty (60) day familiarization period in the new position. During this familiarization period the employee may elect to return to his prior position, if it exists, or the Company may return him to his prior position if the employee is unable to demonstrate an ability to perform the work required. An employee may only have one familiarization period per classification in each year of the Collective Agreement.
- 13.03 Prior to going on vacation or any other authorized leave of absence, employees will notify their respective Department Manager in writing of any position they wish to apply for in the event a job is posted during their leave. This letter will remain active for a period of twelve (12) months.
- 13.04 When reasonably practicable, the Company will post local permanent management positions for one (1) week to allow for applications from bargaining unit members; however, such posting will be only to provide notice.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 Personal leave

During an authorized leave of absence, an employee will maintain and accumulate seniority. The granting of a Leave of Absence without pay will not be unreasonably withheld. The employee will provide fourteen (14) days written notice to the Company.

Teamsters Local 419 and Swissport Canada Inc.

Under no circumstances will any Leave of Absence continue in excess of ninety (90) calendar days unless otherwise provided in the Collective Agreement. Employees will not be required to use vacation time, statutory holidays, or banked time, prior to being granted a leave of absence of less than three (3) days.

14.02 Pregnancy and/or Parental leave

The Company will grant pregnancy leave and/or parental leave, without pay and without loss of seniority and benefits (subject to provisions in Article 15), in accordance with the provisions of the *Canada Labour Code*. Employees will make application on forms supplied by the Company.

14.03 Resumption of Employment

Upon return from a leave of absence (including illness, accident or other leave of absence) without pay, an employee shall have the right to be reinstated in a position equivalent to the one he occupied at the time he left. If there has been a reduction of manpower during the absence of the employee, he shall exercise his bumping rights upon his return.

14.04 Bereavement leave

The Company will grant leave at the time of bereavement as follows:

- (a) An employee shall be granted up to five (5) consecutive days of leave, without loss of pay, in the event of the death of a spouse (including common law spouse and/or same sex partner), child, step-child, grandchild, sibling, parent, step-parent or grandparent of the employee for the purposes of making arrangements for and/or attending the funeral. Payment shall be made only to the extent of time lost on days he was scheduled to work during the above five (5) consecutive days. An employee shall provide proof of death if requested to do so by the Company. The five (5) consecutive days shall commence on the day following the day of death.
- (b) An employee shall be granted up to three (3) consecutive days of leave, without loss of pay, in the event of the death of an aunt, uncle, parent-in-law, brother-in-law, or sister-in-law of the employee for the purposes of making arrangements for and/or attending the funeral. Payment shall be made only to the extent of time lost on days he was scheduled to work during the above three (3) consecutive days. An employee shall provide proof of death if requested to do so by the Company. The three (3) consecutive days shall commence on the day of the death.

Teamsters Local 419 and Swissport Canada Inc.

- (c) An employee shall be granted one (1) day of unpaid leave in the event of the death of any other relative or close friend for the purpose of attending the funeral.
- (d) At the request of the employee, and with the approval of the Company, any of the above leaves may be extended without pay.
- (e) In the event the death in the family is outside Canada or is a significant distance away, employee may have an additional seven (7) days of absence, without pay, to attend the funeral.

14.05 Jury duty and Crown Witness

Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for his regularly scheduled hours of work during the period of the leave, at the employee's hourly rate, minus any amount received by the employee for acting as a juror or as a Crown witness.

ARTICLE 15 – EMPLOYEE BENEFITS

15.01 Group Insurance Benefits

- a) The Company will implement a group insurance benefit plan in accordance with Appendix "B". This benefit plan will be subject to all applicable terms and provisions set out in the contract of insurance.
- b) All employees who are currently insured at the date of ratification will continue to be eligible to participate in this benefit plan. All employees will be eligible to participate in this benefit plan after the completion of twelve (12) months of service from their date of hire. Subject to and in accordance with all applicable terms, conditions and provisions of the group insurance benefit plan the criteria will be as follows:
 - All employees actively working for at least 1560 hours per year and/or 30 hours per week will be eligible for full time benefits.
 - All employees actively working for at least 1040 hours per year and/or 20 hours per week will be eligible for part time benefits.
 - Hours include: Regular hours and overtime hours worked, training and all paid absences. Hours are adjusted to accommodate all protected leaves such as maternity/parental leave, and for disability (STD, LTD and WSIB).

Teamsters Local 419 and Swissport Canada Inc.

Subject to applicable provisions of the Canada Labour Code, employees on a leave of absence must pay their portion of the benefit premium by monthly cheque in advance.

- c) Termination of coverage - Benefit coverage will cease on the last day of the calendar month during which an employee last earned wages or, where the employee's employment terminates, on the effective day of employment termination.
- d) The benefits coverage in Appendix "B" will be maintained for the length of the collective agreement.

15.02 Pension Plan/RRSP

- a) The Company agrees to participate in the Teamsters' Defined Contribution (DC) Pension Plan to the extent of the contributions set out in this Article:
 - I. All Full-time employees hired before July 24, 2014 currently enrolled in a Company contributed Pension Plan/RRSP plan at the date of ratification;
 - i. Less than five (5) years of service - \$0.45 per hour worked, up to a maximum of 40 hours per week.
 - ii. Five (5) or more years of service, but less than ten (10) - \$0.60 per hour worked, up to a maximum of 40 hours per week.
 - iii. Ten (10) or more years of service, but less than fifteen (15) - \$0.70 per hour worked, up to a maximum of 40 hours per week.
 - iv. Fifteen (15) or more years of service - \$0.90 per hour worked, up to a maximum of 40 hours per week.
 - II. All Part-time employees hired before July 24, 2014 currently enrolled in a Company contributed Pension Plan/RRSP plan at the date of ratification:
 - i. Less than ten (10) years of service - \$0.40 per hour worked, up to a maximum of 30 hours per week.
 - ii. Ten (10) or more years of service - \$0.50 per hour worked, up to a maximum of 30 hours per week.
 - III. Employees hired after July 24, 2014 and any existing employees not currently enrolled in a Company contributed RRSP plan, after completion of twenty-four (24) months of continuous employment are eligible for the following:

Employee's Contribution

Up to two percent (2%) of base salary earned (no overtime, bonus or other income).

Teamsters Local 419 and Swissport Canada Inc.

Company Contribution

Company will match employee contribution up to two percent (2%) of base salary earned.

- b) The Company will forward all contributions to the Teamsters' Pension Plan administrative agent within twenty (20) days of the end of the work month.
- c) The Company agrees to provide any and all information required for the administration of the Pension Plan, including but not limited to : (i) all monthly contributions for members to be submitted with current address, postal code, and social insurance number; and (ii) addresses to be updated as well as marital status, terminations or resignations to be clearly identified.

15.03 Sick Credits

Full time employees, after completing the probationary period, will be credited with five (5) sick days per calendar year paid at seventy-five percent (75%) of their regular wages. If an employee is not sick during the calendar year, all unused sick days will be paid out at one hundred percent (100%) of their regular wages on the first pay period of the following calendar year.

Part time employees, after completing the probationary period, will be credited with twenty (20) sick hours per calendar year paid at seventy-five percent (75%) of their regular wages. If an employee is not sick during the calendar year, all unused sick hours will be paid out at one hundred percent (100%) of their regular wages on the first pay period of the following calendar year.

15.04 In the event an employee is injured while at work and unable to continue work, his pay will continue for the remainder of his scheduled hours of work for that day.

15.05 The Company will agree to pay for requested Doctor's notes providing presentation of a receipt.

ARTICLE 16 - TRAINING

16.01 Employees may be offered training to gain the skills and experience necessary to enable them to be pre-qualified for potential future opportunities requiring greater skills.

All training and upgrading will be fully paid for by the Company.

16.02 The Union acknowledges for the purpose of training, employees assigned bidding shift lines (hours and days off) may be adjusted to meet training delivery requirements. All training scheduled by the Company shall be considered mandatory and shall not be

Teamsters Local 419 and Swissport Canada Inc.

refused. The employee will not lose any scheduled hours when attending training. Upon request from an employee, the Company shall provide copies of all certificates applicable to their training.

ARTICLE 17 – HOURS OF WORK

17.01 The parties agree that the hours of work are established according to operational requirements and customer needs. Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.

17.02 Full-Time

The forty (40) hour work week, inclusive of one half (1/2) hour uninterrupted paid meal period each day, will be made up in any of the following rotations:

- (a) Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
- (b) Four (4) consecutive ten (10) hour days followed by three (3) days off. One of the four (4) shifts will consist of nine and one half (9.5) hours only;
- (c) Six (6) consecutive eight and one-half (8.5) hour days followed by three (3) days off. Employees working this rotation will be paid the actual difference from expected earnings of 2080 hours, and will be compensated on the first pay period in October each year. The Company will designate up to a maximum of thirty (30) lines under the six (6) and three (3) schedule.
- (d) Seven (7) shifts of eleven and one-half (11.5) hours per two (2) week period. Employees on such lines, for vacation purposes only, will be accredited to have worked 40 hours per week when calculating vacation pay.
- (e) In order to maximize full time employment, the Company may introduce alternate work schedules.

Full time shifts in (a) thru (d) above will be arranged so that employees will not be required to move from one (1) starting time to another more than twice in any shift periods (i.e. the work week) between days off (except for bid transition). The objective of this clause is to maximize full time employment and keep shifts as consistent as possible. However, the employee may elect to move more than twice if it is beneficial to both the employee and the Company.

Teamsters Local 419 and Swissport Canada Inc.

A schedule in which the employee has two (2) consecutive days off in each shift period. Shift start times may only fluctuate within a two (2) hour period in any particular shift period. The company may allocate up to forty (40%) percent of shift lines to this schedule.

17.03 Part-Time

Part-time employees covered by this Agreement will not normally be scheduled to work more than thirty (30) regular hours per week Part-time shifts will be for a minimum of four (4) hours.

In the event of fluctuation in the Company's commercial activities, the Company may have to adjust the above accordingly. Any adjustment made by the Company due to fluctuation is subject to the grievance procedure as prescribed in Article 6.

17.04 Employees will bid the hours of work of the blocks posted by the Company in line with their seniority within their classification. These choices will be in line with their full or part-time status corresponding with the full or part-time shifts as posted. The Company will label the bids with the planned functions, although such functions may be altered as necessary in accordance with operational requirements.

17.05 An employee who reports to work at the Company's request will receive a minimum of four (4) hours of salary at his regular hourly rate or the overtime rate, whichever is applicable, except where the employee leaves the workplace at his own initiative.

17.06 MEAL PERIODS

- (a) An employee who is scheduled to work eight (8) or eight and one-half (8.5) hours in a day will be scheduled to take a paid thirty-minute (30) meal break starting from the end of the third (3rd) hour and before the end of the fifth (5th) hour of the shift.
- (b) An employee who is scheduled to work ten (10) or eleven and one-half (11.5) consecutive hours in a day will be scheduled to take a thirty (30) minute paid meal break starting from the end of the third and one-half (3.5) hour and no later than the end of the sixth (6th) hour of the shift.
- (c) Full-time employees scheduled to work less than eight (8) hours in a shift will be scheduled to take a thirty (30) minute meal break during such shift.

Teamsters Local 419 and Swissport Canada Inc.

- (d) Part-time employees scheduled to work shifts of five and one half (5.5) hours or more will be scheduled to take a thirty (30) minute paid meal break during such shift.
- 17.07 (a) The Company, in conjunction with a Shift Scheduling Committee appointed by the Union for each Department, will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes in airline schedules. The Company shall accept alternative schedules presented by the Committee provided it meets the Company's requirements and does not incur additional costs. The Committee will operate on Company time. Members of the Shift Scheduling Committee will be entitled to up to twelve (12) hours each per shift bid review. Each Department Shift Scheduling Committee will be comprised of two (2) bargaining unit employees except for Ramp which will be comprised of three (3) bargaining unit employees. The Company and the Committee members of each Department shall meet two (2) days prior to the bid.
- (b) All work schedules will contain a period of not less than ten (10) consecutive hours off duty between the last regular shift worked that day and the commencement of the next day's regular shift.
- If an employee is unable to receive a minimum rest period of ten (10) hours, the employee may choose:
- i. to report for their next shift as scheduled and receive overtime for the hours of insufficient rest, or
 - ii. not to report for duty until the ten (10) hours have elapsed and the employee's shift will be adjusted.
 - iii. Employees may have their scheduled days adjusted to meet the rest period requirement.
- 17.08 (a) Full time and part time employees will bid or select their shift schedule according to seniority and status.
- (b) Schedule bids:
 - (i) Employees will be given five (5) days to submit their bid.
 - (ii) The Company and the scheduling committee will be given three (3) days to award the bid, if necessary.
 - (iii) Final schedule will be given to employees at least ten (10) days prior to the start of the new schedule.
 - (iv) Shift bids will normally be for a minimum five (5) week period. It is understood that this will not restrict the ability to change or modify shifts due to operational requirements.

Teamsters Local 419 and Swissport Canada Inc.

- (v) Regardless of the duration of a shift bid, the Company will make available schedules showing a minimum of four (4) weeks' duration following the completion of the shift bid process. A copy of this initially posted schedule will be provided to the scheduling committee. Thereafter, the Company must maintain posted schedules of at least four (4) weeks' duration, in advance, until the expiry of the shift bid.
- (vi) Once the final awarded schedule is posted, no changes will be permitted, except those pursuant to Article 17.10.
- (vii) Subject only to operational requirements, the Company and the Shift Scheduling Committee will make every effort to provide two (2) consecutive days off as well as scheduling shifts with less than twenty (20) hours per week. No split shifts will be scheduled.
- (viii) Submissions for the schedule bid will be made "in person" or in writing on forms supplied by the Company. A scheduled time for "in person" submissions will be posted one (1) week prior to the bid. All "in person" submissions will be completed and recorded on bid forms.

17.09

Shift Trades

An employee will be allowed to have his shift worked by another employee in accordance with Company prescribed shift change procedures.

The Company and Union recognize that an employee's entitlement to shift trade is not intended to allow an employee, for all intents and purposes, to trade his/her job away. Shift trading his/her job away is defined as shift trading more than 50% of their total scheduled shifts in any two (2) consecutive months. This clause does not apply where an employee shift trades a scheduled shift and picks up another shift within the same two (2) consecutive months.

The decision of the Company to withdraw from any employee the ability to exchange a shift is subject to the grievance procedure prescribed in Article 6.

1. An employee may be allowed to complete a shift swap with an employee who is deemed qualified to complete the qualifications of the shift they are accepting.
2. Employee will fill out the shift trade form that is provided by the company on the original form. No photocopies of the shift trade form will be accepted.
3. All shift trades must be submitted seventy-two (72) hours prior to the day of the requested shift trade.
4. Shift trades may not be submitted for more than four (4) weeks in advance of the day of the requested shift trade.

Teamsters Local 419 and Swissport Canada Inc.

5. For shift trades that are denied the company will provide such reasons(s) for not approving the shift trade.
6. Shift trades will be processed no later than forty-eight (48) hours prior to the day of the requested shift trade.
7. Requests for shift trades will not be unreasonably withheld.
8. All approved and denied shift trades will be made accessible to all employees in a binder.

17.10 Changes to Requirements

The Company reserves the right to change employee shifts in accordance with the following criteria:

- (a) Add hours with ninety-six (96) hours' notice;
- (b) Change hours with ninety-six (96) hours' notice. Such change will not be greater than plus or minus two (2) hours from the original scheduled start time; and
- (c) Cancel hours with twenty-four (24) hours' notice. However, if the Company fails to provide an employee with at least twenty-four (24) hours' notice, the Company will pay the affected employee fifty (50%) percent of the scheduled shift.
- (d) The Company will communicate all changes per this Article 17.10 to the affected employee(s).

17.11 All Ground Service Equipment Maintenance employees will be entitled to a ten (10) minute paid wash-up period prior to the end of their shift.

17.12 Lateness

- (a) Deductions for employees late for work shall be calculated as follows:

0 - 5 minutes	no deductions
6 - 17 minutes	15 minutes deduction
18 - 32 minutes	30 minutes deduction

Teamsters Local 419 and Swissport Canada Inc.

- (b) The 0 - 5-minute lateness allowance is limited to twice (2) in calendar week. Thereafter, any lateness whatsoever will mean an automatic minimum deduction of fifteen (15) minutes.
- (c) Any employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.
- (d) The above allowances are for pay purposes only.

ARTICLE 18 – OVERTIME

18.01 The Company will distribute overtime hours on a seniority basis and will post a copy of the overtime control sheet daily. The Union Stewards in each department will be given access to the overtime records of any employee for review upon request.

18.02 (a) Subject to operational requirements and compliance with applicable provisions of the *Canada Labour Code*, overtime will be offered to employees in the classification for which overtime is required in the following order:

- i. Senior Full Time on shift the day of the required overtime.
- ii. Senior Part Time on shift the day of the required overtime.
- iii. Senior Full Time off shift the day of the required overtime.
- iv. Senior Part Time off shift the day of the required overtime.

(b) “On Shift” refers to the Company canvassing employees in the following order: first, an employee already actively working or scheduled to work a shift that is continuous with the overtime required; and second, an employee already working or scheduled to work a shift that is closest to the overtime required.

18.03 Employees wishing to work overtime will list their names in the overtime book in accordance with procedures established by the Company. Overtime will be requested from amongst those listed pursuant to the procedures in 18.01 and 18.02 herein. Once all employees listed in the overtime book are exhausted, the Company will solicit employees who are readily available in order to meet service requirements. Where no employee accepts the overtime offered in accordance with the above procedures, the Company will assign the required overtime to the junior employee readily available on shift.

18.04 Employees will be compensated for all authorized overtime hours worked at one and one-half times (1 ½) their regular hourly rate as follows:

Teamsters Local 419 and Swissport Canada Inc.

- (a) Any hours worked in excess of eight (8) hours in a day or, in the case of a scheduled shift greater than eight (8) hours, any hours worked in excess of the scheduled shift; or
- (b) Any hours worked in excess of forty (40) hours in the work week. This will not be applicable to alternate schedules as listed in 17.02 (c) and (d)
The Company will continue its practice of paying overtime to employees working a schedule as listed in Article 17.02 (c) and (d).

For clarity, scheduled shifts and Shift Trades are paid at regular rate notwithstanding a) and b) above. For the purpose of calculating overtime, a shift that runs over two consecutive calendar days will be deemed to have been worked on the first calendar day.

- 18.05 An employee, who has completed his regular shift and has clocked out and is then recalled to work extra time, will receive a minimum of three (3) hours pay at the regular hourly rate or appropriate overtime rate, whichever is applicable, if the employee is recalled to work extra time on that same day.
- 18.06 An employee will be deemed not to have been bypassed under the following conditions:
- a) The employee refuses the overtime after having been canvased in accordance with established procedures;
 - b) The employee has no telephone and/or has not supplied the Company with his telephone number;
 - c) The Company attempts to contact the employee by telephone;
 - d) The employee fails to follow the established procedures with respect to overtime;
 - e) The employee alleging an improper bypass had the opportunity to correct the error prior to its occurrence;
 - f) A legitimate clerical error;
 - g) The Company exhausts offering overtime opportunities to Ramp Attendant employees prior to offering such opportunities to CDF employees; and
 - h) The Company needs to maintain employee continuity on a work assignment.

All other bypasses will be considered to be legitimate and the Company will compensate by payment of wages for monies lost as a result of being bypassed for all hours he would have worked with no pyramiding of payment for any subsequent overtime.

- 18.07 An employee working two (2) hours of overtime prior to or following his/her regular shift will be allowed a thirty (30) minute paid meal break to be assigned so that the employee will not work more than five and one-half (5 1/2) hours at one stretch. There will be a minimum of three and one-half (3 1/2) hours between meal break.
- 18.08 Time Banking for all Departments

Teamsters Local 419 and Swissport Canada Inc.

- (a) Each employee will have the option to participate in the Time Bank on a yearly basis. Employees utilizing the time bank must maximize their hours prior to receiving direct payment for overtime hours worked. Those who do not elect to participate will be paid overtime in accordance with the provisions of Article 18.
- (b) Participation in the time bank will be subject to the following options:
 - (i) Full time CDF employees will be able to bank hours starting on October 1st every year, with a sign-up in September of every year, with the choice of: two hundred and forty (240) hours, two hundred (200) hours, and one hundred sixty (160) hours, one hundred twenty (120) hours, eighty (80) hours, or forty hours (40) per year.
 - (ii) Provided Full time CDF employees participate in this overtime Time Bank, they will also be eligible to use shift trades (between January 1st and September 30th) to supplement the Time Bank.
 - (iii) Part Time Employees forty (40) hours per year
 - (iv) Employees participating in the Time Bank must achieve a minimum of forty (40) hours before they are eligible to withdraw any hours, excluding employees in Deicing and ZDC occupational groups.

Note: The Company and the Union agree that only when a shift trade/swap is reciprocal either on the same day or within the same 40 hour week, those specific traded/swapped hours (one-for-one) will be deemed as scheduled shifts and therefore considered eligible hours for inclusion to the regular 40 hours worked total. Then, all hours worked in excess of the forty (40) hours shall be paid at the overtime rate per Article 18. However, should an employee call in sick during a week where they have done a “reciprocal” shift trade/swap, then this Note will not apply and the reciprocal hours worked will not be deemed as “scheduled hours”.

- (v) Full-time employees in all other departments: one hundred twenty (120) hours, eighty (80) hours, or forty (40) hours per year.

NOTE: Employees scheduled on the six days on and 3 days off rotation will be calculated at 51 hours per rotation.

- (c) Employees electing to participate in the Time Bank will advise the Company in writing during the month of November each year, for the following calendar year.
- (d) For credit purposes, all overtime hours will be converted to straight time hours based on the regular overtime payments for overtime worked in Article 18:00

Teamsters Local 419 and Swissport Canada Inc.

herein; i.e. four (4) hours of overtime equals six (6) straight time hours.

- (e) All banked hours will be paid at the rate earned at the time the credit was earned regardless of wage increases occurring in the interim period between earning the credit and liquidating the hours.
- (f) Banked hours will not be carried over from year to year. An employee may request to withdraw from the Time Bank and get paid for all banked hours, by advising the Company in writing.
- (g) Time banked hours cannot be used to supersede annual vacations or Statutory Holiday entitlement of other employees.
- (h) Employees may liquidate Time Bank hours on a full scheduled day of shift basis, with minimum seven (7) calendar days' notice. Granting of time off will be on a first come first served basis and subject to Company approval. For those employees who apply on the same day, seniority will prevail.
- (j) Employees in Deicing and ZDC Occupational groups will liquidate time off between the first day of May and last day of August of each year.
- (k) Time Banks shall be used prior to approvals for Leaves of Absence.
- (l) The maximum number(s) of employees allowed away at one time in each classification will be based on a ratio of one (1) to-twenty (20) to a maximum of five (5), or as otherwise mutually agreed. Within classifications with less than twenty (20) employees, the Company may allow up to one (1) employee to be away.

ARTICLE 19 - NO DISCRIMINATION

19.01 The Company, the Union and the Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals.

Employees are entitled to work in an environment free of discrimination and harassment. Harassment is prohibited under the Canadian Human Rights Act and sexual harassment is prohibited under the Canada Labour Code. Discrimination and harassment deprive employees of dignity and respect, and are detrimental to a healthy work environment.

19.02 The Company, the Employees and the Union will not discriminate against employees with respect to terms and conditions of employment on the grounds outlined in the *Canadian Human Rights Act*.

Teamsters Local 419 and Swissport Canada Inc.

Article 20 - BULLETIN BOARD

20.01 The Company agrees to make available in the “lunchroom” for each department, for use by the Union, a lockable glass enclosed bulletin board no less than 36 inches by 22 inches in dimension. The Union stewards will be the only people with keys to the cabinet.

ARTICLE 21 - HEALTH & SAFETY

21.01 It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, the prevention of accidents, a healthy and safe work environment, and the enforcement of the Company’s safety rules and procedures. At all times, the Company, the Union and the employees agree to comply with all applicable provisions of the *Canada Labour Code*.

21.02 The Company will pay straight time or the applicable overtime rate to Health and Safety members for safety meetings. The Company will, whenever feasible, hold these meetings during the shift of the employees concerned. Safety Representatives on off-shift will be considered as having worked.

21.03 The Company will maintain all conditions on a basis that is conducive to the safety and health of the employees.

21.04 The Company will not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

21.05 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area and washroom facilities and to maintain the workplace in a manner that is conducive to the safety and health of the employees. The Union agrees that they will also educate employees to actively participate in maintaining a clean and safe work environment, as well as respect Company properties and equipment at every facility.

21.06 The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury will be provided by the Company. All such protective devices will remain the property of the Company.

21.07 It is the responsibility of each employee and the Company to ensure and promote a safe and healthy work environment. If an employee witnesses a dangerous situation or maneuver which he cannot personally correct, he must inform his superior and his steward who will advise the person responsible.

Teamsters Local 419 and Swissport Canada Inc.

In order to accelerate the treatment of injuries occurring at work, the Company will post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the procedure to be followed in case of emergency based on the directives put forth by the appropriate airport authorities.

Return to Work Policy

It is the policy of the Company to make available to employees who have suffered a workplace injury, work that is within their capabilities until such time as they are able to resume full pre-accident duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the *Canadian Human Rights Act*, the *Workplace Safety and Insurance Act, 1997* and other related legislation.

Program Principles:

- (a) To enhance and facilitate an employee's rehabilitation and return to normal duties.
- (b) Each department will make every reasonable effort in accommodating an employee unable to perform his regular duties as a result of a workplace injury.
- (c) When the "home" department is unable to provide a suitable work assignment, an attempt will be made to place the employee in another department.
- (d) Union and management agree to promote the Return to Work Program to all employees.

Employee responsibilities:

- (a) Report promptly all work-related injuries and complaints to immediate supervisor.
- (b) Actively participate in obtaining appropriate first aid and medical attention.
- (c) Provide physician with documentation from the Company (Treatment memorandum, modified work form).
- (d) Advise the treating physician of the availability of modified work and the return to work program.
- (e) Return the physician's report to the program manager or designate as soon as possible after each medical appointment (start of next shift).
- (f) Actively participate in an appropriate recovery plan.
- (g) Ensure that all activities such as medical appointments and physiotherapy are arranged so they do not conflict with the return to work schedule. The Company will make best efforts to accommodate employee appointments with a medical specialist, where proof of such appointment is provided to the Company.

21.08 Joint Health and Safety Committee

Teamsters Local 419 and Swissport Canada Inc.

The parties to this Agreement will continue to have a Joint Health and Safety Committee in accordance with applicable provisions of the *Canada Labour Code*.

The Joint Health and Safety Committee will be comprised of _____ members, per department appointed by the Union and _____ members from the Company. The Company will ensure that the Joint Health and Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take appropriate actions as needed.

Functions of the Joint Health and Safety Committee:

- a) Receiving and dealing with employee concerns on matters of safety and health.
- b) Recommending and promoting programs for the education of employees on safety and health.
- c) Participating in enquiries and investigations into occupational health and safety matters.
- d) Recommending and monitoring programs and work procedures for the protection of employee's safety and health and related occupational health and safety.
- e) Performing inspections of the workplace and recording operations or observations.
- f) Ensuring that adequate records are kept on workplace accidents, injuries, illness and health hazards and monitoring the records.
- g) Collecting information on existing or potential hazards to safety or health in the workplace.
- h) Reviewing and making appropriate recommendations on all governmental and employer reports concerning the safety and health of employees.
- i) Receive health and safety related reports where receipt of such reports is prescribed in accordance with the *Canada Labour Code*.

21.09 The employer will post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the names and work locations of all the members of the health and safety committee established for the work place controlled by the employer.

21.10 The safety and health committee will keep accurate records of all matters that come before it pursuant to Article 21.08 and will keep minutes of its meetings and will make

Teamsters Local 419 and Swissport Canada Inc.

those minutes and records available to a safety officer on the officer's request. All minutes should be signed by the co-chairpersons.

- 21.11 The members of the health and safety committee are entitled to such time off from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the committee, and any time spent by a member while carrying out any of the functions of a member of the committee will, for the purpose of calculating wages owing to that member, be deemed to have been spent at work.
- 21.12 No member of the health and safety committee is personally liable for anything done or omitted to be done by the member in good faith under the purported authority of this section or any regulations made under this section.
- 21.13 A copy of the accident-enquiry report will be remitted to the employee involved in the accident should such employee ask for a copy.
- 21.14 Employees required to work airside or in the GSE, must wear CSA approved footwear while on shift. Employees working in an "office type" of environment will not be required to wear such footwear.
- 21.15 The Company will provide all Health & Safety Representatives with safety vests identifying them as Health and Safety Representatives.
- 21.16 The Health and Safety Committee will determine the type of gloves to be given to the employees.

ARTICLE 22 – UNIFORMS

22.01 Boot Allowance & Work Gloves

The Company will pay each employee in the GSE Maintenance, Ground Services, Cabin Services, Deicing and Ramp Specialist and ZDC Occupational Groups an amount of one hundred and twenty-five dollars (\$125.00), payable on the last pay period in April, each year towards the purchase of C.S.A. approved sturdy work boots with a heel.

Work gloves will be supplied to employees at all departments upon request. The Company will provide summer, winter and waterproof gloves, according to the season for each employee.

Employees must use and wear the equipment, devices or protective clothing which is placed at their disposal by the Company or for which they have been paid.

- 22.02 Company will clean uniforms for employees working in the GSE Occupational Group through a laundry service to be provided at no cost to employees.

Teamsters Local 419 and Swissport Canada Inc.

22.03 Company will clean, at no cost to employees, those uniforms that are soiled as a result of an aircraft fluid spill.

22.04 Personal Protective equipment (PPE): The Company will ensure that all employees requiring access airside will be provided PPE at no cost to the employee (including W&B/OPS department). Employees must use and wear the equipment, devices or protective clothing which is placed at their disposal by the Company or for which they have been paid.

22.05 All employees will be provided with one (1) pair of knee pads once per calendar year at no cost to employees for those who request it.

Clothing will be issued and replaced in accordance with the following table. The replacement period is based on normal anticipated life of the particular item of clothing and replacements at a lesser period will be subject to condition of the item and approved by management.

Equipment Mechanic - Mechanic Helper

<u>Item</u>	<u>Quantity</u>	<u>Employee Cost</u>	<u>Replacement Period</u>
Coveralls	11 (+ 2 insulated)	NIL	on condition
Rainwear	1	NIL	on condition
Parka	1	NIL	on condition min 2 years
Spring jacket	1	NIL	on condition min 2 years

Ramp Attendant, Cabin Services and Deicing & Ramp Specialist

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>
	F/T	P/T		
Coveralls	1	1	NIL	on condition
Shirts & pants	5	4	NIL	on condition
Rainwear	1	1	NIL	on condition
Parka	1	1	NIL	on condition min 2 years
Spring jacket	1	1	NIL	on condition min 2 years

Teamsters Local 419 and Swissport Canada Inc.

Protective disposable clothing for those employees performing services on the lavatory systems and associated vehicles will not exceed one (1) issue per day per assigned employee and will only be replaced on a condition basis.

Weight and Balance/OPS

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>
	F/T	P/T		
<u>MEN</u>				
Shirts	6	4	NIL	on condition
Pants	5	3	NIL	on condition
Jackets/sweaters	2	2	NIL	on condition
Ties	3	2	NIL	on condition
Parka	1	1	NIL	on condition min 3 years

WOMEN

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>
	F/T	P/T		
Blouse	6	4	NIL	on condition
Skirt/pants	5	3	NIL	on condition
Jackets/sweaters	2	2	NIL	on condition
Bows/scarves	2	2	NIL	on condition
Parka	1	1	NIL	on condition min 3 years

Protective disposable clothing for those employees performing services on the lavatory systems and associated vehicles will not exceed two (2) issues per day per assigned employee and will only be replaced on a condition basis.

It should be recognized that delays outside the control of the Company in respect of uniforms can occur. In such circumstances the Company reserves the right to issue existing stock until the delay is resolved at no cost to the employee.

Teamsters Local 419 and Swissport Canada Inc.

If insufficient existing stock is available employees will be expected to wear clothing suitable to their work environment and acceptable to Company standards.

Shorts - Ground Service Specialist

May be worn during warm weather provided they are “Bermuda” style and uniform shade.

Weight and Balance and OPS agents - Parkas may be worn.

Should the Company corporately introduce a policy that reduces the cost or improves the allotment such benefits will automatically be passed onto the employees from the effective date of such policy.

ARTICLE 23 - REORGANIZATION OF THE COMPANY

23.01 In the event that the Company changes ownership, merges with another Company, changes its corporate identity in any way, this Agreement will remain in full force and effect, subject to applicable legislation, unless and until the CIRB orders otherwise.

23.02 Dove Tailing of Seniority

In the event that the Company changes ownership, merges with another Company, changes its corporate identity in any way, resulting in a situation requiring the company to merge two or more bargaining units together, the company will ensure that the merger of the seniority list(s) is dove tailed so that the company seniority (i.e. the date of hire) is respected for each employee.

ARTICLE 24 – SEVERANCE

24.01 Employees who are subject to involuntary separation will receive the following severance pay:

- a) Employees with less than ten (10) years of service will receive severance pay in accordance with the Canada Labour Code.
- b) Employees with equal or greater than ten (10) years of service to fifteen (15) years of service will receive three (3) days pay for every full year of service with the Company.
- c) Employees with over fifteen (15) years of service shall receive five (5) days pay for every full year of service with the Company.

NOTE: A full time employee’s “day” is deemed to be eight (8) hours. A Part Time employee’s “day” is deemed to be four (4) hours.

Teamsters Local 419 and Swissport Canada Inc.

ARTICLE 25 - ALLOWANCES

25.01 Shift Premiums

The Company will pay a shift premium of thirty-five cents (\$0.35) per hour for all hours worked between 16:00 and 23:59 and a shift premium of forty cents (\$0.40) per hour for all hours worked between 00:01 and 07:59.

25.02 Flight Benefits

The Company agrees to post any available flight benefits offered to employees provided solely at the discretion of our contracted airlines.

25.03 Parking

The Company will provide or make available parking for all employees covered by this agreement at no cost to the employees and will provide or arrange transportation from and to the parking lots used by the employees.

25.04 Towing Premiums

“D” AVOP qualified employees who perform tows will receive, a premium of \$20.00 per short tow (non-Nav Can assisted not crossing runways or taxiways) or \$30.00 per long tow (Nav Can assisted crossing taxiways and/or runways).

25.05 Training Instructor

For each hour worked as a Training Instructor, an additional \$2.00 per hour will be paid in addition to the regular hourly rate for the length of the scheduled shift.

25.06 Mechanics Tool Allowance

The Company agrees to provide tool monies reimbursement for worn or broken tools used in the course of their employment of one-thousand dollars (\$1,000.00) per calendar year for employees in the Mechanic classification excluding the Mechanic Helpers. Receipts must be submitted and will be paid on the following pay cycle.

25.07 Mechanic/Welder Licensing

The Company will reimburse a Mechanic/Welder up to two hundred dollars (\$200) of his license fees per calendar year, provided such license is job related. Such payment is to be made on the pay period following the presentation of receipt for the license and/or renewal.

25.08 Lead Sign Off

A premium of \$5.00 per flight will be paid to the Lead Hand signing off the BA and Cathay flights.

25.09 CDF ‘D’ License Premium

Employees will receive a \$2.50 per hour premium for the duration of their shift for any assigned CDF AVOP ‘D’ designation duties.

25.10 Lockers

Teamsters Local 419 and Swissport Canada Inc.

Employees will be entitled to the use of one-half size or full-size locker at the location where they work.

- 25.11 When Cabin Services employees are occupying an aircraft that is in the process of being towed they should not be working nor moving about. In such instance employees should be seated and buckled in order to prevent any injuries to themselves and others while the aircraft is in tow.
- 25.12 Deep Grooming Premiums
Cabin Services employees will be entitled to a Deep Grooming Premium of seventy (\$0.70) cents per hour for all hours worked performing deep grooming work.

ARTICLE 26 – GENERAL

26.01 Loss of AVOP/Loss of PDL

Any employee who has his Provincial Driver's License or AVOP revoked shall immediately notify the Company of such loss. The Company will, if possible, accommodate such employee or, in the alternative, the employee will be suspended without pay. Such accommodation and/or suspension will be for up to a maximum period of eighteen (18) months from the date that the employee had his PDL or AVOP revoked, subject to any necessary accommodation in accordance with the *Canadian Human Rights Act*.

The employee will not continue to accrue seniority while suspended without pay, unless such suspension is due to verified medical reason(s).

26.02 Travel outside of YYZ

Employees required to travel away from their work location at the request of the Company will be paid expenses as follows: \$0.45 per kilometer for mileage (when using their vehicle); meal allowance if working through a meal period; or if assignment is more than 24 hours, the allowance will be \$50.00 daily, and parking and hotel cost if any will be reimbursed completely.

26.03 Ground Service Equipment Maintenance (GSE) ONLY

The Company will ensure that any employee(s) hired after ratification into the classification of Lead Hand Equipment Mechanic or Equipment Mechanic will have the applicable Federal/Provincial mechanic licenses. All employees hired prior to ratification will be grandfathered into the GSE department.

- 26.04 The Company agrees to continue the practice of grandfathering those employees who were originally accommodated with their D/A (AVOP) requirement.

Teamsters Local 419 and Swissport Canada Inc.

Further, the Company agrees that, should an employee require medical accommodation and as a result of the said medical accommodation, the Company agrees to waive the D/A (AVOP) and Provincial Drivers Licence (PDL) requirement for the employee, provided that the employee can provide medical documentation that proves that the employee is not able to obtain or hold a valid Provincial Drivers Licence (PDL) due to the medical issue.

ARTICLE 27 – DURATION

- 27.01 This Agreement shall become effective from **October 15th, 2020 and remain in effect until October 14th, 2022**, and thereafter shall continue from year to year unless either party gives notice in writing of its intention to enter into negotiations for the purpose of amending this Agreement within ninety (90) days prior to the expiry date or any succeeding anniversary date thereafter.
- 27.02 Negotiations will begin within 90 days, or within such other timeframe as mutually agreed upon, following Notice to Bargain, as provided in the preceding paragraph.
- 27.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement will continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Canada Labour Code have been completed, whichever date should first occur.

Teamsters Local 419 and Swissport Canada Inc.

APPENDIX "A" Ramp Attendant Wages – Group 1

RAMP ATTENDANT				
	Hired before July 24, 2014	Hired before July 24, 2014 (Starting April 28, 2021)	Hired after July 24, 2014	Hired after July 24, 2014 (Starting April 28, 2021)
Start	15.00	15.30	14.50	14.79
Year 1	15.42	15.72	14.75	15.04
Year 2	15.84	16.15	15.00	15.30
Year 3	16.26	16.58	15.50	15.81
Year 4	16.67	17.00	16.00	16.32
Year 5	17.09	17.43	16.50	16.83
Year 6	17.51	17.86		
Year 7	17.73	18.08		
Year 8	18.35	18.71		
Year 9	18.77	19.14		
Year 10	19.18	19.56		
Year 11	19.60	19.99		
Year 12	20.02	20.42		

Note:

- A) All employees will be integrated into the scale based on their years of service and will continue to progress on this salary scale on their anniversary of service until they reach the maximum wage.

Top scale and Off-scale employees will receive a 2% wage rate increase starting April 28, 2021.

Cabin Services Wages

Cabin Services	Start	Start (starting April 28, 2021)	12 mths	12 mths (starting April 28, 2021)	24 mths	24 mths (starting April 28, 2021)
Cabin Services	14.25	14.53	14.50	14.79	14.75	15.04

Note:

- A) All employees will be integrated into the scale based on their years of service and will continue to progress on this salary scale on their anniversary of service until they reach the maximum wage.

Teamsters Local 419 and Swissport Canada Inc.

Top scale and Off-scale employees will receive a 2% wage rate increase starting April 28, 2021.

(B) Employees currently receiving a longevity premium will have that premium incorporated into their current hourly wage rate. Employees will slot into the above scale based on their current rate inclusive of longevity premium at time of ratification.

Mechanics Wages

Mechanics	Start	Start (starting April 28, 2021)	12 mths	12 mths (starting April 28, 2021)	24 mths	24 mths (starting April 28, 2021)	36 mths	36 mths (starting April 28, 2021)	48 mths	48 mths (starting April 28, 2021)	60 mths	60 mths (starting April 28, 2021)
Equipment Mechanic	27.94	28.49	28.77	29.34	29.35	29.93	29.94	30.53	30.83	31.44	31.45	32.07
Mechanic Helper	14.28	14.56	14.40	14.68	14.57	14.86	14.82	15.11	15.07	15.37	15.33	15.63
Fabricator /Welder	19.00	19.38	19.76	20.15	20.55	20.96	21.27	21.69	22.01	22.45	22.78	23.23
Apprentice	15.37	15.67	18.72	19.09	20.71	21.12	23.48	23.94				

Note:

All employees will be integrated into the scale based on their years of service and will continue to progress on this salary scale on their anniversary of service until they reach the maximum wage.

Top scale and Off-scale employees will receive a 2% wage rate increase starting April 28, 2021.

Weight & Balance Wages

	Start	Start (starting April 28, 2021)	12 mths	12 mths (starting April 28, 2021)	24 mths	24 mths (starting April 28, 2021)	36 mths	36 mths (starting April 28, 2021)	48 mths	48 mths (starting April 28, 2021)	60 mths	60 mths (starting April 28, 2021)	72 mths	72 mths (starting April 28, 2021)
Weight & Balance	19.00	19.38	19.29	19.67	19.58	19.97	20.07	20.47	20.77	21.18	21.60	22.03	22.51	22.96

Note:

All employees will be integrated into the scale based on their years of service and will continue to progress on this salary scale on their anniversary of service until they reach the maximum wage.

Teamsters Local 419 and Swissport Canada Inc.

Top scale and Off-scale employees will receive a 2% wage rate increase starting April 28, 2021.

Communication Center Wages

	Start	Start (starting April 28, 2021)	12 mths	12 mths (starting April 28, 2021)	24 mths	24 mths (starting April 28, 2021)	36 mths	36 mths (starting April 28, 2021)	48 mths	48 mths (starting April 28, 2021)	60 mths	60 mths (starting April 28, 2021)	72 mths	72 mths (starting April 28, 2021)
Comm Center	19.00	19.38	19.29	19.67	19.58	19.97	20.07	20.47	20.77	21.18	21.60	22.03	22.51	22.96

Note:

All employees will be integrated into the scale based on their years of service and will continue to progress on this salary scale on their anniversary of service until they reach the maximum wage.

Top scale and Off-scale employees will receive a 2% wage rate increase starting April 28, 2021.

Lead hand in all Occupational Groups:

For pay purposes, employees in the Lead hand classification (currently USW) at the date of ratification will first be placed at the appropriate rate of the classification in which they are a Leadhand. Thereafter, they will follow the wage rate rules and notes outlined above.

1. A Lead hand will receive a \$3.50 per hour premium for all hours worked as a Lead hand.

In consideration for the contract extension, all active employees at time of ratification (April 28, 2021), will receive a one-time lump sum payment of two hundred dollars (\$200.00) within a two (2) weeks period of ratification.

Teamsters Local 419 and Swissport Canada Inc.

APPENDIX "B" – Benefit Plan

DEFINITIONS	Fulltime Class	Part Time Class
Minimum Hours	1560 annually	1040 annually
Premium Payments	85% Employer – 15% employee, except LTD, Optional Life and Optional AD&D are 100% employee paid	85% Employer – 15% Employee, Optional Life and Optional AD&D are 100% Employee paid
LIFE INSURANCE		
Benefit Schedule	2x Annual salary	2x Annual salary
Waiver of Premium	None	None
Reduction Schedule	50% at Age 65	50% at age 65
Terminates at Age	Age 70 or Retirement	Age 70 or Retirement
AD&D INSURANCE		
Benefit Schedule	2x Annual salary	2x Annual salary
Waiver of Premium	None	None
Reduction Schedule	50% at Age 65	50% at Age 65
Terminates at Age	Age 70 or Retirement	Age 70 or Retirement
DEPENDENT LIFE INSURANCE		
Spouse	\$5,000	\$5,000
Child	\$2,500	\$2,500
Terminates at Age	Age 70 or Retirement	Age 70 or Retirement
OPTIONAL LIFE INSURANCE		
Member Benefit Schedule	Units of \$10,000 to Maximum of \$750,000	
Spousal Benefit Schedule	Units of \$10,000 to Maximum of \$750,000	
Each Child Benefit Schedule	Units of \$5,000 to maximum of \$10,000	
Terminates at Age	Age 70 or Retirement	

Teamsters Local 419 and Swissport Canada Inc.

OPTIONAL AD&D INSURANCE		
Member Benefit Schedule	Units of \$10,000 to Maximum of \$800,000	
Spousal Benefit Schedule	Units of \$10,000 to Maximum of \$300,000	
Each Child Benefit Schedule	Units of \$5,000 to a Maximum of \$50,000	
Terminates at Age	Age 70 or Retirement	
SHORT TERM DISABILITY		
Eligibility		The Employee must apply for and receive EI
Benefit Schedule	70% of Weekly Earnings	55% of Weekly Earnings - benefit up to the EI maximum
Maximum	Unlimited	Weeks 1&2 and from 17 to 26
Benefit Period	24 Months	26 Weeks
Tax Status	Taxable	Taxable
Terminates at Age	Age 65 or Retirement	Age 65 or Retirement
LONG TERM DISABILITY		
Benefit Schedule	50% of Monthly Earnings	None
Maximum	\$3,500	
Elimination Period	24 Months	
Definition of Disability	any occupation	
All Source Maximums	85%	
Offsets (Primary or Full)	Primary	
COLA Clause	None	
Tax Status	Non-Taxable	
Terminates at Age	Age 65 or Retirement	
EXTENDED HEALTH CARE		
Drugs - Plan Details		
Maximum	Unlimited	
Deductible	None	

Teamsters Local 419 and Swissport Canada Inc.

Dispensing Fee Cap	\$8.00 per prescription
Coinsurance	90% first \$2,500, 100% thereafter
Definition of Drug Formulary	Mandatory Generics
Fertility Drugs	None
Erectile Dysfunctional Drugs	None
Smoking Cessation Drugs	\$500 Lifetime
Vaccines	80% co-insurance (paper claim only)
Supplementary Health Care	
Maximum	Unlimited
Deductible	None
Coinsurance	90%
Hospital Accommodation	semi-private
Chronic Care	None
Convalescent Hospital	\$20 per day/180 days
Private Duty Nursing	\$25,000 per 3 years
Paramedical Practitioners	
- Acupuncturist	\$750 combined per benefit year
- Audiologist	
- Chiropodist	
- Chiropractor	
- Homeopath	
- Massage Therapist	
- Naturopath	
- Occupational Therapist	
- Osteopath	
- Physiotherapist	
- Podiatrist	
- Psychologist	
- Social Worker	
- Speech Therapist	
- Dietician	
Vision Care	\$200 per 24 months
Eye Examinations	\$50 per 24 months
Medical Equipment & Supplies	Included
Orthotic Devices	\$500 per 12 months combined
Orthopaedic Shoes	
Hearing Aids	\$500 per 60 months
Accidental Dental	Included

Teamsters Local 419 and Swissport Canada Inc.

Survivor Benefit	12 months	
Waiver of Premium	None	
Terminates at Age	Retirement	
OUT OF COUNTRY/PROVINCE		
Deductible	None	
Coinsurance	100%	
Emergency Maximum	\$1,000,000/Lifetime	
Referral Maximum	80% co-insurance, \$50,000 per year	
Number of Days Limited	90 Days	
Terminates at Age	Retirement	
DENTAL CARE		
Deductible	None	None
Coinsurance	90% first \$2,500, 100%	
- Basic Services		
- Units of Scale/Year	12 units per year	12 units per year
- Major Restorative		
- Dentures	50%	
- Crowns	50%	
- Bridges	50%	
- Orthodontics	50%	
- Age (Adult/Child)	19 and under	
Maximum		
- Basic Services	\$2,000 per benefit year (combined)	\$1,500 per benefit year (combined)
- Major Restorative		
- Orthodontics	\$1,500/lifetime – dependents 19 and under	\$650/lifetime – dependents 19 and under
Fee Guide	Current year	
Recall Examinations	12 Months	
Survivor Benefit	24 Months	
Terminates at Age	Retirement	

In consideration for this contract extension, the Company has maintained benefit coverage by status to all employees since the expiry of the contract on October 15, 2020 and will maintain upon terms and conditions in LOU #2.

Teamsters Local 419 and Swissport Canada Inc.

SCHEDULE "A" Occupational Groups and Classifications

Occupational Group	Classification
Ground Service Equipment Maintenance (GSE)	<ul style="list-style-type: none"> • Lead Hand Equipment Mechanic • Equipment Mechanic • Apprentice • Mechanic Helper • Welder/Fabricator
Ramp	<ul style="list-style-type: none"> • Ramp Lead Hand • Ramp Attendant • Lav Tech/Ramp • Tow Crew/Ramp
Cabin Services	<ul style="list-style-type: none"> • Cabin Lead Hand • Cabin Attendant
Weight and Balance /Operations (OPS)	<ul style="list-style-type: none"> • Weight and Balance /Operations Specialist • Air Transat Operations
Communication Centre	<ul style="list-style-type: none"> • Communication Centre Coordinator
Deicing	<ul style="list-style-type: none"> • Quality Control (QC) • Deicing and Ramp Specialist
Zone Deicing Coordinator	<ul style="list-style-type: none"> • ZDC Coordinator

Teamsters Local 419 and Swissport Canada Inc.

SCHEDULE "B"

Lead Pool, Instructor, and Tow Crew

Lead hand Pool

The Company will establish full time relief Lead hand shift lines, within the shift schedules for Ramp, Cabin Services and Deicing (QC only). The Full-time relief pool is used to cover any manpower shortfalls in the above listed Occupational Groups and may be used prior to the Company incurring overtime costs.

Term:

The relief pools will be established annually. Once employees apply and qualify for the Lead hand pool they may not drop out until the following year. Lead hand pools will likely be established to coincide with the vacation bids.

Rate of Pay:

The employee will be paid at the appropriate hourly rate under the lead classification wage rate for the duration of the shift.

Scheduling:

It is understood that in all assignments the employee must be qualified for the work area and/or work required.

Lead hand assignments from the relief pool will be awarded by seniority, subject to ensuring minimal disruption of the operations.

Temporary Instructor.

- (a) An hourly paid employee can be selected to act as an Instructor on a temporary basis. The duration of this position shall be a minimum of one (1) scheduled shift.
- (b) The position will be awarded on an ability basis, unless several employees with equal ability in reference to the job opening apply, then seniority will determine who fills the vacancy.
- (c) The employee selected shall not be eligible to fill the next vacancy pertaining to the immediate previous subject/subjects unless both Union and Management cannot find a mutually satisfactory replacement with suitable qualifications.

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Tow Crew Employees

Qualified "D" license holders may bid on Tow Crew lines. These employees will receive the appropriate Tow Premium pursuant to Article 25.04 herein for each tow performed. The Crew employees will be assigned tows by seniority.

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SCHEDULE "C"

Occupational Classifications

Training

It is understood that an employee entering an Occupational Group or Classification, will be given training prior to performing the required duties.

Testing Criteria

When applying to a new posting, prior to any required written or practical test the Company will provide the employee with access to appropriate and written material and / or the required training prior to testing.

Passing grade levels will be specific to the Occupational Group or Classification.

The Company will give the Chief Steward copies of the testing criteria and passing grade levels for all areas. It is also agreed that the Chief Steward may request to review any written test done by employees.

Unsuccessful candidates who did not achieve the minimum grade of eighty (80%) will be restricted from rewriting as follows:

- 70%-79% grade - candidates will be given another single opportunity to rewrite the test within three (3) days. If unsuccessful, candidates will then only be eligible to write the test again 6 months after the first attempt.
- Less than 69% grade - candidates will have a six (6) month restriction

Central Deicing Facility ONLY

Unsuccessful candidates who did not achieve the minimum grade of eighty-five (85%) at Central Deicing Facility, will be restricted from rewriting as follows:

- 75%-84% grade - candidates will be given another single opportunity to rewrite the test within three (3) days. If unsuccessful, candidates will then only be eligible to write the test again 6 months after the first attempt.
- Less than 74% grade - candidates will have a six (6) month restriction

Candidates who achieved the above grade level but (due to having less seniority than other qualifying employees) were not awarded the position will remain qualified for twelve (12) months.

Teamsters Local 419 and Swissport Canada Inc.

Lead hand

Normal Duties

A lead is an employee required to perform the same work as any employee in his basic classification, but in addition:

- (a) Will act as a working leader to those employees assigned to him.
- (b) Will assign work.
- (c) Will give direction on the proper use of equipment, work methods and safety practices.
- (d) Will ensure assigned personnel and equipment are properly utilized.
- (e) Will direct employees in the job.
- (f) Will discuss aspects of the operation with the customer.
- (g) Will see that safety practices regarding aircraft, employees and equipment assigned to him are adhered to.
- (h) Will complete reports as required. Leads will not be required to fill out reports for disciplinary purposes.
- (i) Carry and operate a radio as required.
- (j) Any other duties associated with and/or ancillary to the job classification.

Qualifications

- (a) All qualifications applicable to his Occupational Group.
- (b) A thorough understanding of the job requirements of his Occupational Group.
- (c) The ability to organize job functions within his Occupational Group and direct other employees in performance of these functions.
- (d) Must be of good character, neat appearance and safety minded.
- (e) Note: all Lead hand applicants must complete Company approved testing with an eighty percent (80%) grade level.

Teamsters Local 419 and Swissport Canada Inc.

- (f) Must obtain and maintain an AVOP (with 'DA' designation) and an Ontario driver's license in good standing.

Ground Service Equipment Maintenance

There are two (2) Airport /CDF separate maintenance facilities. Qualified mechanics will only be allowed to bid into the other shop when there is a posted vacancy. The Airport and CDF shops shall continue to bid separately.

Equipment Mechanic

Normal Duties

Troubleshoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company, carry and operate radio as required and operate such equipment as necessary to perform these functions.

- (a) Maintain maintenance records and logs as required
- (b) Maintain Company and Customer repair and turn around standards and procedures.
- (c) Follow and maintain acceptable communication procedures as established by the company.
- (d) Follow acceptable Company and regulatory environmental and housekeeping standards.

The modifications must meet the manufacturer's specifications and be approved by the Company. The Company will ensure that the Union is provided with documents pertaining to the modifications and the manufacturer's specification prior to any modifications being made. No employee will be asked to modify a piece of equipment that would deem it to be unsafe.

Qualifications

- (a) Possess the normal tools of a mechanic.
- (b) Must possess Ontario License 310S or 310T or better.
- (c) Special tools required will be provided by the Company.
- (d) Attend and pass training as offered and required by the Company.

Teamsters Local 419 and Swissport Canada Inc.

- (e) Remain current on new technology and technological changes on equipment as provided by the Company.
- (f) Must obtain and maintain an AVOP (with 'DA' designation) and an Ontario driver's license in good standing.
- (g) Any other duties associated with and/or ancillary to the job classification

Note: The Company reserves the right to bring special qualified people to perform work on the equipment if necessary after discussion with the Union. It is agreed that the bargaining unit mechanic will be trained to perform this function.

Apprentice Mechanic

Normal Duties

Trouble shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company, carry and operate radio as required and operate such equipment as necessary to perform these functions. Maintain good standing in a qualified program.

Any other duties associated with and/or ancillary to the job classification

Qualifications

- (a) Possess the normal tools of a mechanic.
- (b) Special tools required will be provided by the Company.
- (c) The employee would continue to attend school

Mechanics Helper

Normal Duties

Perform the lubrication tasks on all equipment under the jurisdiction of the Company, assist equipment mechanics as necessary in cleaning, repairing, painting and operating equipment being serviced. Work independently on non-motorized equipment. Mechanics will not be responsible for work not overseen by them.

If a Helper is asked to perform any mechanical work, it shall be overseen by a mechanic. Mechanics shall not be required to provide a Helper with their tools to perform work. The company will provide the necessary tools.

Teamsters Local 419 and Swissport Canada Inc.

Fabricator/Welder

Normal Duties

Troubleshoot, maintain, repair, modify, weld, fabricate, paint (clarification note: repaired/welded area) and overhaul non motorized equipment under the jurisdiction of the Company, carry and operate radio as required and operate such equipment as necessary to perform these functions.

- (a) Maintain maintenance records and logs as required.
- (b) Maintain Company and Customer repair and turn around standards and procedures.
- (c) Follow and maintain acceptable communication procedures as established by the Company.
- (d) Follow acceptable Company and regulatory environmental and housekeeping standards.

Qualifications

- (a) Possess the necessary tools of a fabricator.
- (b) Must possess valid welding ticket (Canadian welding bureau certification 456A or higher
- (c) Special tools required will be provided by the Company.
- (d) Attend and pass training as offered and required by the Company.
- (e) Remain current on new technology and technological changes on equipment as provided by the Company.
- (f) Must obtain and maintain an AVOP (with 'DA' designation) and an Ontario drivers licence in good standing.
- (g) Any other duties associated with and/or ancillary to the job classification.

Teamsters Local 419 and Swissport Canada Inc.

Ramp Attendant (Full Time and Part Time)

Normal Duties

- (a) Loading and unloading baggage, cargo, mail, and commissary, whether palletized or bulk loaded and conveyance of same to or from designated areas.
- (b) Service water and lavatory systems of all aircraft.
- (c) Operate safely and efficiently, equipment and vehicles including loading bridges, utilized by the Company.
- (d) After training, operate, position, remove, connect and disconnect ground power and air start units.
- (e) After training, perform functions of an aircraft marshaller.
- (f) After training, operate and perform push out of aircraft functions
- (g) Any other duties associated with and/or ancillary to the job classification.
- (h) Carry and operate a radio as required.
- (i) Must obtain and maintain an AVOP (with 'DA' designation) and an Ontario driver's license in good standing.
- (j) Follow acceptable company and regulator environmental and house keeping standards.
- (k) Operate computer and other information systems as required.
- (l) Taxi driving (on Apron), but it is understood that from time to time management may transport staff.

Cabin Attendant (Full Time and Part Time)

Normal Duties

- (a) Directly responsible for the cleaning of the interior of the aircraft
- (b) Responsible for the stock requirements and good housekeeping of the cleaning cabin vehicles

Teamsters Local 419 and Swissport Canada Inc.

- (c) Responsible for the housekeeping of the stock makeup area including but not limited to the make up of kits
- (d) Carry and operate a radio as required
- (e) Any other duties associated with and/or ancillary to the job classification.

Communication Centre Coordinator (Full Time and Part Time)

The Company and the Union will jointly develop and revise the testing criteria for the applicants for the Communications Centre Coordinators.

Normal Duties

- (a) Disseminate all day to day communications to and from Customers, Airlines, Management, Employees and other Agencies via telephone, fax, computer, two-way radios, air to ground radios, AVINET, CODECO, or via any other communication systems.
- (b) Prepare and action work orders, and other related billing documents, for all airlines and adhoc flights.
- (c) Accurately complete all DFR information.
- (d) Keep and maintain accurate information logs.
- (e) Store and correlate interoffice and interdepartmental mail.
- (f) Prepare a daily shift report
- (g) Operate Company and Customer Airline Computer systems as required.
- (h) Any other duties associated with and/or ancillary to the job classification

Qualifications:

- (a) Able to read, write and speak English fluently;
- (b) A working knowledge of operations and billings;
- (c) Able to remain calm under pressure to obtain clear information and relay same precisely;

Teamsters Local 419 and Swissport Canada Inc.

- (d) Have good communications skills and a working knowledge of computer, radio, telephone, telex, and fax equipment;
- (e) Ability to write clear and concise shift reports;
- (f) Ability to relate to Customers, Management, other employees and other Agencies;
- (g) Able to present a professional image and demeanor at all times;
- (h) Able to obtain a radio license.

Weight & Balance/Ops

Weight & Balance Specialist (Full Time and Part Time)

All employees are required to stay in this area for a minimum of six (6) months prior to transferring to a new Occupational Group.

Normal Duties

- (a) Communicate with outside Airlines and Agencies via telephone, computer, two-way radios, fax, AVINET, CODECO, or via any other communication systems.
- (b) Operate Company and Customer Airline Computer systems as required.
- (c) Perform major load control in the manner laid down by the airline and / or Company.
- (d) Perform weight and balance and all related duties in the manner laid down by the airline and / or Company.
- (e) Carry and operate a radio as required.
- (f) Any other duties associated with and/or ancillary to the job classification

Qualifications:

- (a) Able to read, write and speak English fluently;
- (b) Able to remain calm under pressure to obtain clear information and relay same precisely;

Teamsters Local 419 and Swissport Canada Inc.

- (c) Have good communications skills and a working knowledge of computer, radio, telephone, telex, and fax equipment;
- (d) Ability to write clear and concise shift reports;
- (e) Ability to relate to Customers, Management, other employees and other Agencies;
- (f) Able to present a professional image and demeanor at all times;
- (g) Able to obtain a radio license.

Deicing

Deicing & Ramp Specialist (Full Time and Part Time)

Normal Duties for Deicing

- (a) Aircraft deicing, and glycol recovery and related functions to deicing.
- (b) After training, operate all related equipment to deicing and glycol recovery, including, ground power and air start units.
- (c) All other ancillary duties associated with and/or ancillary related to the Occupational Group.
- (d) Follow acceptable company and regulator environmental and housekeeping standards.

Qualifications

- (a) Must obtain and maintain an AVOP (with 'DA' designation) and an Ontario driver's license in good standing.
- (b) Be able to operate UHF/VHF radio equipment.
- (c) Operate computer and other information systems as required
- (d) Demonstrate good driving skills.

Successful applicants will receive and pass the Company Transport Canada approved training and then must bid on only Deicing and Ramp Specialist shifts thereafter pursuant to Article 17.00 of the Agreement.

Teamsters Local 419 and Swissport Canada Inc.

NOTE (vacation blackout): The two weeks of September or as mutually agreed, will be blacked out from vacation and Statutory Holiday entitlement for training purposes only.

VALUE ADDED DUTIES

The Company and the Union recognize the importance of this work in maintaining a year-round Central Deicing Facility workforce without excessive cost to the Airlines.

Deicing and Ramp Specialist employees in the Deicing Occupational Group may be assigned to any of the following value-added duties on Ramp as required and determined by the Company.

1. All Ramp Attendant duties
2. Security Escort Services

The qualifications and normal duties for security escort are as follows: D and D2 Escorting

This is the VHF vehicular escort of vehicles, mobile equipment or personnel from the approved access point in the primary security line or assembly points on the Airside to the intended destination within the secured area of the airport.

The Company agrees to supply all vehicles utilized for security escort purposes.

Normal Duties

- (a) Maintain an active and diligent oversight of the personnel and equipment entrusted to their surveillance.
- (b) Not allow unauthorized access to restricted areas under their control.
- (c) Ensure all AVOP rules and regulations are followed at all times.
- (d) Help control FOD.
- (e) Ensure there are no unauthorized or uncontrolled runway or taxiway incursions by personnel and equipment under their control.
- (f) Attend construction briefing as required.
- (g) Ensure the restricted area under their control is clear of all equipment and personnel at the completion of each construction shift.
- (h) Obtain and maintain both a "D" AVOP license and appropriate radio license.

Teamsters Local 419 and Swissport Canada Inc.

- (i) "D2" escorts will also provide flagging services for runway/taxiway crossings as required.

"D/A" Escorting

This is the vehicular escort of vehicles, mobile equipment or personnel from the approved access point in the primary security line or assembly points on the Airside to the intended destination within the secured area of the airport.

- (a) Obtain and maintain a "D/A" AVOP license.
- (b) Provide the same surveillance duties and services as stated for the D Escorting except not on maneuvering areas.

Facility Maintenance

Normal Duties

Perform light, semi-technical and non-technical maintenance services assigned by management. Such duties shall include, without limitation, interior/exterior building cleaning, including janitorial duties (ex. cleaning locker rooms, lunchrooms, cleaning toilets), exterior and interior painting applicable to all departments and offices. When not attending to facility maintenance duties, shall perform bargaining unit work as directed by the Company.

It is also understood that while performing Facility Maintenance duties, a premium of \$3.50 per hour will be paid for all regularly scheduled hours, overtime and occasional assignment for a minimum of shift. Facility Maintenance will bid among Ramp Agent Classification group for vacation purposes.

Qualifications

Qualified for Confined Space and have current First Aid/CPR accreditation (paid by the Company).

Training will be offered pursuant to article 12.01 (b) of the Agreement. It is understood that those employees who receive the training will be expected to carry out the function when requested to do so.

It is also understood that while performing Facility Maintenance duties a premium of \$5.00 per hour will be paid for all regularly scheduled hours, overtime and occasional assignment for a minimum of shift. All employees bidding into Facility Maintenance block shall receive the premium for all regular hours for the bid, but may not take more than two (2) consecutive weeks' vacation during the period of June through August, unless the Company and the employee mutually agree otherwise.

Teamsters Local 419 and Swissport Canada Inc.

Quality Control (QC)

The Quality Control (QC) will be subject to specific training and qualification requirements.

In addition to the normal duties and qualifications of the Lead Hand position specified herein above, the Quality Control (QC) will be responsible for coaching, directing and auditing of the Deicing & Ramp Specialist during the course of their deicing duties. The Quality Controls will report directly to the Training Supervisor or his designate at the Central Deicing Facility.

NOTE: All Quality Control (QC) employees must complete the Company, Transport Canada, approved training and testing with an eighty-five percent (85%) grade level annually.

Lock in Language for the Deicing Occupational Group [to be relocated]

The Company and the Union recognize the importance of the Central Deicing Facility (CDF) operation and the need to protect the continuity and integrity of this work area. Once an employee has bid into this area he/she will be locked in for the life of this agreement.

Employees will only be permitted to opt out for posted vacancies, a maximum of ten percent (10%) annually in order of seniority. The Company may elect to allow more employees to opt out if mutually agreed.

Employees will be allowed out between October 1st. and April 30th each cycle for promotional reason only.

These employees will form part of the overall ten percent (10%). For the purposes of the CDF and this clause the year is deemed to commence September 1st. Successful applicants will receive and pass the Company Transport Canada approved training and then must bid on only Deicing & Ramp Specialist shifts. thereafter pursuant to Article 17.00 of the Agreement.

NOTE: All Deicing & Ramp Specialist employees must complete the Company, Transport Canada, approved training and testing with an eighty-five percent (85%) grade level annually.

Zone Deicing Coordinator

Normal Duties

- (a) Control the activity of manpower and equipment at the Central Deicing Facility.
- (b) Operate computer equipment as required.
- (c) Operate message boards, cameras and all related visual equipment to the position.

Teamsters Local 419 and Swissport Canada Inc.

- (d) Operate and perform all related communication, including UHF and VHF radio, data transfer, wireless communications and related computer applications current and future.
- (e) Direct and be responsible for all deicing operations within the assigned bays.
- (f) Operate Bay Management Software and be responsible for all bay assignment for aircraft coming to the Central Deicing Facility, during deicing operations.
- (g) Communicate with all other Ice House personnel as required.
- (h) Communicate with Airlines and all related outside Agencies as required.
- (i) Coach and identify training as required.
- (j) Undergo recurrent training as required
- (k) Generate and maintain record logs, written and automated.
- (l) All related ancillary duties related to the Occupational Group.
- (m) Each ZDC will coordinate up to a maximum of three (3) Pads.

Qualifications

- (a) Ability to comprehend and apply computer applications as required by Company operations.
- (b) Successfully pass all CDF operator and ZDC related training with a minimum of eighty-five percent (85%) standing.
- (c) Obtain and maintain a CDF Airport Security ID, AVOP DA, and Radio License.
- (d) Have good communication skills.
- (e) Demonstrate leadership ability.

Value Added Duties

The Company and the Union recognize the importance of this work in maintaining a year-round Central Deicing Facility workforce without excessive cost to the Airlines. In addition of controlling and assigning the activities of Central Deicing Facility manpower during Value Added Duties, they will perform the following duties as required:

Teamsters Local 419 and Swissport Canada Inc.

Security Escort

The Company and the Union agree that employees from the ZDC Occupational Group may occasionally be required to do security escort duties on a relief basis.

The first order of offering these positions will be to qualified Deicing and Ramp Specialist employees, prior to utilizing ZDCs.

Annual Vacation

- (a) From their vacation entitlement or Statutory Holiday, each ZDC will be entitled to a maximum of one (1) week/cycle vacation or Statutory Holiday in the period commencing October first (1) each year through April 30th of the following year, with no more than one (1) ZDC off at any given time through this period.
- (b) The remaining vacation entitlement along with the Statutory Holiday entitlement of each ZDC will be taken from May 1st through August 30th each year.
- (c) The total ZDC's allowed to take holidays throughout the months of May through August will be a maximum of seventy percent (70%), or as mutually agreed, with the intent of maximizing summer holidays.
- (d) The month of September, or as mutually agreed, will be blacked out from vacation and Statutory Holiday entitlement for training purposes.

Teamsters Local 419 and Swissport Canada Inc.

LETTER OF UNDERSTANDING #1 – RE ESSENTIAL SERVICES

B E T W E E N:

SERVISAIR INC.

(the “Company”)

- and -

CANADA COUNCIL OF TEAMSTERS AND ITS LOCAL 419

(the “Union”)

WHEREAS on or about November 17, 2009 the Company filed an application with the Canada Industrial Relations Board (the “CIRB”) pursuant to section 87.4 of the *Canada Labour Code* (the “Code”) requesting an order directing the provision and continuation of essential de-icing services in the event of a strike or lockout;

AND WHEREAS the CIRB subsequently issued an order dated February 25, 2010 (File No. 27822-C) directing that the provision of a certain level of deicing service was necessary to prevent an immediate and serious danger to the safety or health of the public in the event of a work stoppage (hereinafter the “Order” and attached to and forming part of this Letter of Understanding);

AND WHEREAS the parties wish to enter into an agreement acknowledging the existence of the CIRB’s Order;

NOW THEREFORE the parties agree as follows:

1. The parties hereby acknowledge the existence and terms of the CIRB’s Order.
2. The parties further acknowledge and confirm that they will continue to be bound by the terms of the CIRB’s Order, unless and until it is otherwise modified in accordance with the procedures outlined in section 87.4 of the *Code*.

**Teamsters Local 419
Union Stewards**

**Teamsters Local 419
Vice President**

Teamsters Local 419 and Swissport Canada Inc.

LETTER OF UNDERSTANDING #2 – TEMPORARY CHANGES RELATED TO CONTRACT EXTENSION

B E T W E E N:

SWISSPORT CANADA INC.

(the “Company”)

- and -

CANADA COUNCIL OF TEAMSTERS AND ITS LOCAL 419

(the “Union”)

The terms and conditions in this Schedule (A) will be temporary in nature and will only be applicable for the term of the contract extension which shall expire on October 14, 2022. After October 14, 2022, this Schedule will be null and void and any terms and conditions effected by this schedule A will then revert to the original terms of the collective agreement.

1. **Health and Safety Coordinator** position will be performed by unionized employee and will be paid at a rate of \$27.66 per hour for all hours worked, all in and this rate will be the same until the end of the Memorandum of Settlement.
2. **Training position** will be performed by unionized employee and will be paid at a rate of \$27.66 per hour for all hours worked, all in and this rate will be the same until the end of the Memorandum of Settlement.
3. **Hours of work**

Whereas since the beginning of the pandemic, both parties, the Company and the Union have been working collectively to address the scheduling concerns and challenges brought upon by the COVID19 pandemic. The parties agree to continue its practice of working collectively on scheduling and hours of work matters during the term of the contract extension with the objective of fostering workable schedules that meet the legal requirements of the CLC and the needs of the operation and the employees. The parties further agree that any flight changes to the operation will be communicated to the respective scheduling committee, chief steward, and stewards of that department via email. The scheduling committee will meet as required to review the current and upcoming schedules. The Company will make available all information pertinent to scheduling including flight schedules to the scheduling committees. Any changes that are made to the active schedules will be communicated directly to the employees affected.

Teamsters Local 419 and Swissport Canada Inc.

4. Cabin schedules and article 2.04

Whereas since the beginning of the pandemic, both parties, the Company and the Union have been working collectively to address the scheduling concerns and challenges brought upon by the COVID19 pandemic. The parties agree to continue its practice of working collectively on scheduling cabin hours during the term of the contract extension with the objective of fostering workable schedules that meet the legal requirements of the CLC and the needs of the operation and the employees. Notwithstanding article 2.04 b) of the collective agreement, the schedules could be made of hours to service any airlines with the objective of maximizing the hours of work for the employees in the cabin services department.

During our discussion in bargaining, the Company presented a schedule with BA, Lot, CX, S4, TP and PIA which demonstrated the ability to maximize hours for those employees who work in the Cabin Services department. For greater clarity, the intention of the parties to maximize the hours of work is captured within the schedule which was presented where employees would be working the greatest number of hours available to them.

Furthermore, the schedules would take in consideration other tasks not being listed in Schedule C such as general facility cleaning in both cargo and terminal facilities space which will be limited to the following:

- a) Fogging, in particular of vans, tugs, tractors, belt loaders, Vista trailer, ramp crew room, warehouse lunch room, GSE lunchroom, cargo warehouse office, Terminal 3 offices, OPS office, CX office and Vista offices;
- b) Crew room and office surfaces: disinfecting only.

The employees would not be required to clean the floors of the warehouse, bathrooms, and coolers in the warehouse.

The parties further agree that any flight changes to the operation will be communicated to the respective scheduling committee, chief steward, and stewards of that department via email. The scheduling committee will meet as required to review the current and upcoming schedules. The Company will make available all information pertinent to scheduling including flight schedules to the scheduling committees. Any changes that are made to the active schedules will be communicated directly to the employees affected.

Teamsters Local 419 and Swissport Canada Inc.

5. Benefits

Active employees

All active full time and part time employees shall have their benefits maintained for the term of the contract extension. The benefits will be maintained regardless of the audit requirements in article 15.01 b) of the CBA. The corresponding status of the benefits for the active employees shall be based upon the status of the employees as of October 14, 2020. Any active employee who currently does not have benefits coverage will have their benefits reinstated immediately to their corresponding status. Any active part time employee who is working full time hours will have the opportunity to obtain full time benefits based upon working 30 hours per week for a period of two (2) months.

The Company shall provide the Union with a list of active employees and their benefits status. The Company shall also provide an updated list of all employees who are currently laid off with their corresponding status.

Recalled employees only

Employees who are recalled back to work during the term of this contact extension shall have their benefits reinstated immediately upon returning to work to the corresponding status as of October 14, 2020. Upon the recall, if the hours of work cannot sustain full time benefits coverage for the recalled employee, then the benefits coverage shall be changed to part time benefits until the employee is able to achieve 30 hours per week for a period of two (2) months.

6. Comm Center and Weight and Balance Committee

The parties agree that ninety (90) days upon the ratification of this document a committee will be formed consisting of the business agent, the Chief Steward, W&B steward, comm center steward and members of management. The object of this committee will be to look at efficiencies in training, scheduling and cross utilization of the comm center and weight and balance departments. The parties further agree that prior to implementing any cross training or cross utilization, all of the committee members must be in agreement with any implementation plan or trial.

FOR THE COMPANY

FOR THE UNION