AFCO AvPORTS Management LLC dba AvPORTS
Teterboro Airport Project

AIRPORT MECHANICS AGREEMENT

Transport Workers Union of America,

AFL-CIO
AGREEMENT

BETWEEN

AFCO AvPORTS Management LLC dba AvPORTS
AND

TRANSPORT WORKERS UNION OF AMERICA,
AFL/CIO
FOR

GROUND SERVICE EMPLOYEES
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PREAMBLE

This Agreement is entered into this the first day of September, 2018 by and between AFCO AvPORTS Management LLC dba AvPORTS, Teterboro Airport Project (hereinafter sometimes referred to as the "Company") and the Transport Workers Union of America, AFL/CIO (hereinafter sometimes referred to as the "Union") as representative of the employees in the classifications listed in Appendix F, Appendix G and Appendix H.

ARTICLE I
PURPOSE OF AGREEMENT

This Agreement is entered into, under the terms of National Labor Relations Board, as amended, in the mutual interest of the present and future employees, and of the Company, to further economy of operations, and to stabilize employment under reasonable hours, rates of pay, and working conditions. It is recognized by the Agreement to be the duty of the Company and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

ARTICLE 2
RECOGNITION AND SCOPE

The Union is recognized by the Company as the sole collective bargaining agent for those employees, at Teterboro Airport of AFCO AvPORTS Management LLC dba AvPORTS and composing the class and craft of employees whose classifications are enumerated in Appendix F, Appendix G and Appendix H of this Agreement, said Union having been certified as representing these employees in conformity with the provisions of the NLRB, as amended.

It is further understood and agreed that the Company, to the extent that it performs work as outlined in the Company's contract with the airport operator will assign such work to employees covered by this Agreement as noted in Appendix G and Appendix H.

The work referred to in the preceding paragraph is the work currently performed by the TWU employees under this Agreement. The servicing, maintaining, repairing and altering of buildings and grounds (including fixtures and equipment), including such work as carpentry, masonry, plumbing, electrical, landscaping, and primary snow removal; the servicing, maintaining and repairing of tools and equipment including hand tools, power tools, machine tools, vehicles and mobile equipment (including driving) provided by the Company, including such work as fabricating, repairing, assembling, disassembling, testing, inspecting, fueling, oiling and cleaning. Except in emergencies, supervisors will not do productive work. With regard to snow removal operations, it is the Company's intent to assign work to bargaining unit employees in those classifications covered under the terms of this Agreement who have historically performed such work, although this does not restrict the Company from using others to supplement snow removal work forces.
Provided employees are offered a respective task, if and when TWU covered members are unable to perform the work, due to any reason, management retains the right to perform such productive work. Management reserves the right to maintain proficiencies in the use of tools and the operation of equipment through hands on activity, Management also reserves the right to operate equipment due to insufficient staffing.

ARTICLE 3
WORKING WEEK and ASSIGNEDhiftS

(A) For full time employees the work day shall consist of a twenty-four (24) hour period beginning at 12 o'clock midnight, and a regular day's work shall consist of eight (8) consecutive hours.

(B) The normal work week shall consist of seven (7) consecutive days, beginning at 12:01 a.m. on a specific day for each employee, and the regular weekly work schedule shall consist of five (5) work days of eight (8) hours each, inclusive of meal periods, in his work week. Pay periods shall begin on a specific day.

(C) Each employee shall be scheduled so as normally to be off duty the last two (2) consecutive days of his work week.

The following shifts are defined as follows:

A: 23:30 to 07:30 *
B: 07:30 to 15:30
C: 15:30 to 23:30
D: 05:30 to 13:30
F: 11:00 to 19:00

*the work day is defined by the day in which the majority of the hours are worked. Example, if an employee is scheduled to work an "A" shift on Monday he/she is required to report for work the previous evening, Sunday night at 23:30.

Work schedules (i.e. days off, shifts and starting times) shall be re-bid within the work unit as follows:

a) If in the event whereby more than one work schedule exists, bids shall be executed in March and September of each year

b) Whenever the Company establishes different days off, shifts and starting times

The Company shall post the new schedule bid a minimum of thirty (30) days prior to the effective date. Employees must submit preferences no later than fifteen (15) days in advance of the effective date. An employee who is unavailable, or who fails to file a preference, shall be assigned to the remaining work schedules after bidding is completed. The Company shall post the new schedule at least ten
(10) days prior to the effective date. There shall be no penalty to the Company by reason of such rebidding and work schedule changes.

(D) All time worked in a continuous tour of duty, including overtime, shall be considered as work performed on the work day within which the tour of duty is started.

(E) Whenever and wherever shifts are to be established, the type of shift, fixed or rotating, shall be agreed upon between the Company and the Union. If no agreement is reached regarding the type of shift, the same may be established by the Company, and the Union may process its objections under Articles 19 and 20. Employees required on rotating shift work shall be rotated on the various shifts at regular intervals, in such a manner as to provide substantially equal time for all employees on each shift.

(F) An employee hereunder, who is required to report for a regular tour of duty without being given at least seven and one-half (7-1/2) hours off after the completion of the previous, regularly scheduled tour of duty, including overtime, shall be paid at the applicable overtime rate for all time worked during the second regular tour of duty.

(G) Change in hours or assignments to shifts may be made whenever necessary. Except in an emergency, ten (10) calendar days’ notice shall be given in advance of all such changes.

(H) In the establishment or changing of the starting time for the commencement of shifts, the Company will consider, among other items, the desires of the employees involved.

ARTICLE 4
OVERTIME COMPENSATION

(A) No overtime shall be compensated for unless such work is performed at the direction of a supervisor.

(B) Time worked in excess of eight (8) hours on any work day, or time worked in exceed of forty (40) hours in any work week and daily overtime, shall be considered overtime, and shall be paid at the rate of time and one-half (1-1/2) with a minimum of one (1) hour overtime.

(C) Overtime shall be distributed as follows:
   1. For general tasks including but not limited to snow removal see bidding process beginning with section (S) below.

   2. For other airport emergencies and/or unique maintenance needs overtime will be proffered and distributed to a mechanic(s) who specialize in that field of work or is skilled in supporting the respective task.

(D) An employee whose overtime working period [refer to section (Q) below] continues into the following day shall continue to receive overtime rates for all overtime so worked. If such overtime work period shall continue so that its termination shall fall
within seven and one-half (7-1/2) hours prior to his resumption of work in the succeeding work day, he shall receive overtime rates for all time so worked during his regular work period for such work day.

(E) When an employee hereunder is assigned by the Company to work on his regular day or days off, he shall be paid at overtime rates for all work performed on such day or days, which in no event shall be more than double his regular rate.

(F) Double the regular hourly rate shall be paid to an employee:
   - for all work performed in excess of twelve (12) hours in any work day.
   - for all work on the seventh (7th) consecutive day worked (shift change excepted). Note: This will only apply to the first occurrence in the last two (2) consecutive days off in the work week.
   - after eight (8) hours on an RDO

(G) If overtime on any work day or any work week is due to an authorized exchange of days off or shifts by employees (which must be approved in advance by the appropriate supervisor), said time shall be compensated for at straight time rates; provided, however, any continuous work in excess of eight (8) hours, on any shift or tour of duty, shall be paid for at the applicable overtime rate.

(H) Overtime compensation shall be computed on the basis of actual overtime worked to the nearest one-tenth (1/10th) hour except as provided in 4(B).

(I) Premium pay for hours worked, as described above, shall not be paid when such hours result from a change in an employee’s shift assignment or due to rotation of days off, paragraph (D) to the contrary notwithstanding.

(J) Overtime rates shall be paid for not less than four (4) hours to any employee called back to work in any emergency or for any duty not continuous with the regular workday. Overtime rates shall be paid to any employee called into work prior to and continuous with his regular workday.

(K) No employee shall receive more than double the straight time base rate for any hours worked.

(L) The Company will make every reasonable effort, consistent with its operating requirements, to give affected employees two (2) hours’ notice when overtime work is required.

(M) If an Early Call-In, of up to two (2) hours is required and both the Company and the employee agree the employee may leave up to that equal amount early that day. In effect changing the start and end time of that specific day of work without penalty to the Company or the employee. Example, if a person was scheduled to report for work at 07:30 and he was asked to report two hours early at 05:30 he would normally be entitled to two hours of overtime pay. If during the day both the Company and the employee are in agreement, the employee could end his/her work day at 13:30L instead of working until 15:30L thus maintaining an eight-hour day on straight time.

(N) With the exception of emergencies (solely defined by Company) and snow removal assignments Early Call-In shall be defined as required time to report to
work up to a maximum of four (4) hours prior to regularly assigned shift time. If the start time is in excess of four (4) hours earlier than the regularly assigned start time that work day shall be considered a change of shift.

1. In the case of emergencies (solely defined by Company) and snow removal assignments whereby the employee reports to work greater than four hours earlier than the employee’s regularly assigned shift start time the employee will receive no less than the scheduled 8 hour of straight time plus actual overtime worked.

a) If prior to the end of the employee’s regularly scheduled shift the employee requests to go home and the Company grants the request, the employee will receive the applicable overtime related to the time worked prior to the beginning of their schedule shift plus straight time up to the time when he/she departs.

Example - Scheduled shift: 07:30 to 15:30
Actual work for snow removal assignment or emergency:
01:30 to 12:30 whereby employee requests to depart and the Company grants the request at 12:30.
Employee receives:
4 hours at a rate of time and one half +
2 hours at a rate of double time +
5 hours at a rate of straight time

b) If the Company releases the employee from his/her day of work prior to the end of his/her scheduled shift the employee will receive the applicable overtime related to the time worked prior to the beginning of their scheduled shift plus straight time up to the time when his/her scheduled shift was supposed to end.

Example - Scheduled shift: 15:30 to 23:30
Actual work for snow removal assignment or emergency:
09:30 to 20:30 whereby management sent employee home for the day at 20:30.
Employee receives:
4 hours at a rate of time and one half +
2 hours at a rate of double time +
8 hours at a rate of straight time

(O) A Delayed Start is defined as whereby an employee’s start time is changed to begin later than the originally scheduled shift. If the Company implements a Delayed Start the employee will be paid straight time for all time between their regularly scheduled shift and the time, they report. If the start time is in excess of four (4) hours later than the regularly assigned start time that work day shall be considered a change of shift. Overtime rates shall be paid for all work done at the Company’s request before or after an employee’s regularly assigned daily hours of work provided the employee works his/her entire regularly scheduled shift. In the case of a Delayed Start overtime rates will only apply after the employee has actually worked eight hours. Example: If employee scheduled to begin his regular shift at 15:30 is assigned to report at 17:00 and subsequently works until 04:00, he would receive:
1.5 hours at a rate of of straight time +
8 hours at a rate of straight time +
3 hours at of time and one half

(P) In the case of shift changes with less than 10 calendar days' notice, employee shall be paid time and one-half for all hours worked that day up to twelve hours.

(Q) The term "overtime working period", as noted in section (D) above, is defined as time in which the employee is actually performing his/her duties. In the case where an employee works less than four hours but receives four hours pay, which is the minimum benefit for non-contiguous work, the working period ceases when the employee is told to depart the work site. In such event, section (D) shall only be applicable if an overtime working period terminates within seven and one-half hours prior to his resumption of work in the succeeding work day. Example, if a person reported back to work and worked from 21:00L to 23:00L and was released from work by the Company at 23:00L, he or she would be paid the four hour minimum, although his/her overtime working period ended at 23:00L. Therefore, if that same employee was required to work at 07:30L, the next day he/she has had greater than the seven and one-half hours rest as required, subsequently the employee is not entitled to overtime pay under Article 4, section D for that next work day.

(R) The Company reserves the right to pay an employee straight time pay, for the hour(s) necessary to provide seven and one-half hours of rest while at rest, the employee would then resume work at straight time. Example, if a person worked until 02:00L and was due back to work his/her regularly scheduled from 07:30L to 15:30L, the Company can elect to pay the employee from 07:30L - 09:30L on straight time pay, while on rest, and then have employee resume work duty hours again, at straight time pay, from at 09:30L until 15:30L.

(S) OVERTIME DISTRIBUTION including ON-CALL ASSIGNMENTS- The principles of equal distribution and advance notice of overtime will be applied as provided herein.

Employees who regularly perform the work involved, including those employees responsible for leading the work unit, in the required overtime, will be given the opportunity to work the overtime before any other assignment of overtime is made by the Company. As used herein, the term overtime shall mean:

1. All time worked before or after an employee's regular scheduled hours.
2. All time worked within a day or part of a day during which the employee was not scheduled to work.
3. All time worked on specific holidays as specified in Article 5 HOLIDAYS.

(T) For the purpose of this paragraph, the following words are understood to mean:

1. Unit - Overtime work unit.
2. Record - Overtime records.
3. Low Employee - Qualified employee with the lowest total hours.
4. An Assignment - A requirement for overtime where continuity is not a factor.
5. Charged - Total recorded hours.
6. Proferred Overtime – Available overtime offered to an employee.
7. Paid Overtime – Proffered overtime worked and paid.
8. Refused Overtime - Proffered overtime that is refused.
9. Total Hours - Sum of Paid overtime and Refused overtime.

For purposes of equalization of overtime, the overtime work unit shall normally consist of employees on all shifts and days off whose job titles and job duties permit interchangeability as recognized by paragraph (V) hereof. When overtime is required, it shall be proffered as outlined below to the qualified employee with the lowest total hours on the records of the overtime work unit where the work involved is performed.

I. The steps outlined herein shall be used in the order set forth below to proffer overtime assignments

a. **Holdover / Early Call-In**
   Proffer within the unit to the employee(s) with the lowest Total Hours whose either scheduled quitting time coincides with the beginning of the assignment, or whose starting time coincides with the estimated expiration of the assignment.

b. **Sixth & Seventh Day**
   Proffer within the unit to the employee(s) with the lowest Total Hours for whom it is a regularly scheduled day off.

c. **Assigned Overtime**
   Employees will be assigned in accordance with Section Z below.

If the assignment is still unfilled, it will then be filled by proffering extensions to employees working hold-over assignments. Remaining assignment(s) will be filled in accordance with Section Z below.

II. **ON-CALL ASSIGNMENTS**
The steps outlined herein shall be used in the order set forth below to proffer On-Call Assignments

a. **Off-duty**
   Proffer within the unit to the employee(s) with the lowest Total Hours for whom the employee is not scheduled to work

b. **Assigned Overtime**
   Employees will be assigned in accordance with Section Z below.

(U) Overtime records will be updated daily and will reflect the cumulative Paid Overtime, Refused Overtime, and Total Hours each day. This record will commence on January 1st and end June 30th and then commence on July 1st and end on December 31st.
(V) Proffered overtime must be accepted or declined in a timely manner, prior to the scheduled overtime unit. This is necessary to ensure timely operational coverage. A proffered overtime unit must be accepted or declined no later than 72 hours before the overtime unit is scheduled to begin. If no response to the proffered overtime unit is received, the request for the proffered overtime unit will be considered refused and will be recorded as Refused overtime. The overtime unit will then be proffered to the next eligible covered member. All overtime units proffered less than 72 hours from the scheduled start time will be accepted or declined as soon as practical.

(W) Overtime will be charged as follows:

1. All overtime shall be charged in terms of the total hours paid for on an overtime basis. Only employees actually contacted either in person, via e-mail or by telephone will be charged for overtime refused.

2. An employee who refuses offered overtime work shall be charged as in #1 above including all hours worked to complete the assignment exceeding those hours originally offered. The maximum amount of refusal time for any given day shall not exceed 12 hours.

   *Excludes paid or unpaid leave of any kind, including but not limited to sick leave, vacation, jury duty or unpaid leave of absence.

3. A newly-hired employee, shall be charged with the average overtime of the work unit to which he is assigned when, in management’s opinion, he becomes qualified to work overtime assignments. An employee will not be considered to have satisfactorily completed his probationary period by having worked an overtime assignment.

4. If at any time two (2) or more qualified employees have the same amount of Lowest Total Hours the overtime unit will be Proferred to employee with highest seniority. If at any time two (2) or more qualified employees have the same amount of Refused Total Hours the mandatory overtime unit will be assigned to employee with lowest seniority.

(X) An employee, absent from the job shall be charged overtime in the following manner:

1. An employee, absent from the job for any of the following reasons for a continuous period in excess of one (1) month, shall be charged with the average overtime of his/her group during that
portion of the absence in excess of one (1) month:

a. Leave of Absence (including military service)
b. Sickness Disability
c. Accident Disability
d. Company Training
e. Vacation

2. An employee, absent from the job for any of the following reasons, shall not be charged with overtime during such absence:

a. Incidental absence due to personal illness.
b. Excused absence, e.g., marriage, jury duty, death-in-the-family.

3. An employee who is a member of a military reserve unit and is required to attend a scheduled reserve meeting on an evening or weekend or an annual encampment or cruise or an emergency call-to-duty will be excused from overtime work during such period and will not be charged with such Refused overtime.

4. An employee absent from the job for any reason other than those described in Article 4 (X) paragraphs 2 and 3 above shall be charged with the average overtime of his unit during his absence.

(Y) Overtime records shall be logged daily in the work unit on a prescribed form and shall be available for inspection by employees.

(Z) Mandatory Overtime and On-Call Assignments: Except as required to maintain operations, employees shall not be required to work overtime against their wishes. However, if sufficient volunteers are not obtained under paragraph (T) above, employees will be assigned as follows:

1. OVERTIME - Employee(s) in the second step (employees on a scheduled day off) proffered, with the highest Refused overtime (proferred overtime that is refused) hours recorded, will be assigned and shall be required to work. An employee failing to report for such assignment may be subject to discipline.

2. On-Call Assignments - Employee(s) in the first step (employees not scheduled to work) with the highest Refused overtime (proferred overtime that is refused) hours recorded, will be assigned and shall be required to work. An employee failing to report for such assignment may be subject to discipline.
ARTICLE 5
HOLIDAYS

(A) The following holidays, with pay, shall be granted:

- New Year’s Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Four (4) Floating Holidays*

(B) Notwithstanding Article 4 (K) an employee required to work on any of the above holidays shall receive one and one half (1-1/2) times the regular rate plus eight (8) hours of one (1) times (i.e. straight time) rate.

In addition to holiday pay, an employee called in to work on any of the above holidays shall receive one and one-half (1-1/2) times his regular rate for each hour worked with a minimum guarantee of four (4) hours.

(C) Time compensated for, but not worked on a holiday shall be considered as time worked for the purpose of computing overtime.

(D) An employee scheduled to work on any of the above holidays who fails to report for work shall not receive payment for that day.

(E) To take a Floating Holiday, employees shall obtain advance approval from their supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

(F)* During the year in which an employee is hired, they are entitled to floating holidays on a prorated basis as detailed below:

<table>
<thead>
<tr>
<th>Date of hire</th>
<th>Floating Holiday Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 through March 31</td>
<td>Four (4)</td>
</tr>
<tr>
<td>April 1 through June 30</td>
<td>Three (3)</td>
</tr>
<tr>
<td>July 1 through September 30</td>
<td>Two (2)</td>
</tr>
<tr>
<td>October 1 through December 31</td>
<td>One (1)</td>
</tr>
</tbody>
</table>

Earned Floating Holiday

Within each six (6) month time period ("measure period") beginning from January 1st through June 30th and again from July 1st and December 31st, in any given calendar year, if an employee’s overtime “refuse” time is forty percent (40%) or less (i.e. acceptance is sixty percent (60%) or greater) of the total amount of overtime offered to the respective employee within that respective six (6) month period, the employee shall be granted an “Earned Floating Holiday” to use within the immediate next six (6) months referred to as the "use" period. Each employee is required to take their Earned Floating
Holiday in a whole day increment and if it is not used by the respective employee by the last day of the month in the respective six (6) month use period (i.e. June 30th and December 31st) it is forfeited.

The following example depicts a scenario whereby an Earned Floating Holiday is accrued:

<table>
<thead>
<tr>
<th>Proffered by Company</th>
<th>Employee Response</th>
<th>Action</th>
<th>Total time Proffered</th>
<th>Refused</th>
<th>Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 hours for AOA maintenance</td>
<td>Accepts</td>
<td>Employee works</td>
<td>8</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>4 hours for Plumbing work</td>
<td>Accepts</td>
<td>Employee works</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>4 hours for Plumbing work</td>
<td>Refuses</td>
<td>Employee is mandated to work (Note: This counts as &quot;refused&quot; for the purpose of an Earned Floating Holiday)</td>
<td>4</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>4 hours For LOTO</td>
<td>Refuses</td>
<td>Does not work</td>
<td>4</td>
<td>4</td>
<td>0</td>
</tr>
</tbody>
</table>

For the purpose of this article if a voice mail message is left for the employee and he/she does not return the call within four (4) hours’ time it shall count as “Refuse time”. In the case whereby an employee is not proffered any overtime within a six (6) month measure period there shall be no percentage to evaluate thus there will be no opportunity to accrue an Earned Floating Holiday Day. To take the Earned Floating Holiday employees shall obtain advance approval from their supervisor and requests will be reviewed based on a number of factors, including business needs and staffing requirements.
ARTICLE 6
VACATIONS

(A) 1. If in the employ of the Company for less than one (1) year the employee accrues vacation time as follows:
   a) If the employee is hired between January 1st and June 30th, he/she will be eligible for one week (5 working days) paid vacation in that calendar year.
   b) If the employee is hired between July 1st and December 31st, he/she will be eligible for two weeks (10 working days) paid vacation the following calendar year and no vacation within that current first calendar year.

2. If in the employ of the Company for one (1) year or more, then ten (10) days, two (2) weeks of paid vacation.

3. If in the employ of the Company for five (5) years or more, fifteen (15) days, three (3) weeks of paid vacation.

4. If in the employ of the Company for ten (10) years or more, twenty (20) days, four (4) weeks of paid vacation.

5. If in the employ of the Company for fifteen (15) years or more, twenty (25) days, five (5) weeks of paid vacation.

   For the purpose of computing length of service for eligibility for three (3) weeks, as provided in subparagraph (A) (3) above, four (4) weeks, as provided in subparagraph (A) (4) above, five (5) weeks, as provided in subparagraph (A) (5) above the total service of an employee in the Company shall be used without regard to continuity of such service except as noted in section (l) of this article.

(B) With respect to the above paid vacation time if an employee's employment relationship is terminated for any reason prior to the completion of the probationary period the employee shall not be entitled to pay for such unused vacation time. In addition, an employee who has completed his/her probationary period shall only be paid for his/her unused vacation time if he/she provides a minimum of (2) weeks written notice. In addition, if an employee is terminated for cause based on a failed drug screen(s), the employee causing monetary or material loss to the Company or its customers he/she will not be entitled to pay for any accrued but unused vacation time.

(C) To take vacation, employees shall obtain advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Upon approval of the Company, an employee may split his vacation. To accommodate an employee's need of time for personal business, employees may liquidate vacation in one (1) day increments.

(D) In the event an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his or her spouse or estate.

(E) If the employee's anniversary date is a day other than January 1 the employee receives the increased number of vacation days effective the first day of the next benefit year.
(F) Each employee is required to take all of their accrued vacation annually. In the event that available vacation is not used by the end of the benefit year, the respective employee will forfeit the unused time.

(G) Vacation will be granted to regular full-time employees and requires that each employee take all of their accrued vacation annually. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time with the exception of paragraph **. For purposes of this benefit, the benefit year is defined as January 1 through December 31. Salary in lieu of vacation will not be paid, except at termination of employment consistent with paragraph B above and as noted below.

** In the event that an employee is on military leave or customer needs prevent or unless for other lawful requirements, an employee is unable to utilize his/her vacation by the end of the year the Company within reason will allow the employee to carry over any unused vacation the following year or to be paid in lieu of vacation at the employee's choice. The employee must make such choice no later than the end of the second pay period of the following calendar year. If the employee fails to identify his/her choice the Company reserves the right to determine whether the unused shall be carried over or paid in lieu of. It is understood that the employee's choice relates to if in fact the Company could not grant and accommodate the vacation request by the end of the calendar year. If employee fails to make a vacation request and/or fails to make such request in a reasonable time prior to the end of the year this provision is not applicable. Carry over shall not be permitted due to vacation requests which cannot be granted due to other employees' vacation previously scheduled in accordance with this Article. For purposes of this benefit, the vacation benefit year is defined as January 1 through December 31. Salary in lieu of vacation will not be paid, except at termination of employment (employee must give 2 weeks advance written notice).

(H) Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or shift differential(s).

(I) The vacation time to which an employee is entitled as provided in this Article assumes that the employee has worked the full previous calendar year, except in the case of the first year which would consequently apply from the start date through end of that calendar year, or was on paid vacation or paid sick leave. Vacation time will not accrue for any period of time that an employee is on short term disability, long term disability, workers compensation, or lay off exceeding (2) weeks. An employee who has worked only part of the previous year will receive a proportional vacation. The vacation time to which he/she is entitled will be the normal vacation time minus one-twelfth of his vacation time for each full month or major fraction of a month (eleven [11] working days or greater) of lost time. No deduction will be made for part days.

(J) Vacation periods shall be available for selection on October 15 of each year for vacations to be liquidated during the next vacation year. Employee vacation choices must be completed by December 30 with vacation assignments posted by the Company on or before January 15. Employees scheduled to be on vacation during the selection period (November 1 to December 15) must submit their vacation choices in writing to their supervisor prior to such vacation. Failure to do so will result in the forfeiture of their choice of vacation periods and they will select from the periods still available upon their return to work. If the number of duplicate vacation requests exceed the number of
requests the Company will approve, vacation requests will be granted based on Union seniority.

(K) Employees may split their vacation for selection purposes into any number of segments. The vacation choice in Article 7 shall include a first selection of one available period of any number of consecutive weeks. Subsequent weeks as a result of a split shall be selected only after all other employees in the unit have had the opportunity to select a first choice of any number of consecutive weeks.

(L) After the posting of vacation schedules each year, employees may file a written request for change. Such requests will be maintained for each unit as a waiting list. Vacation periods in the unit which become available due to attrition or transfer shall be awarded to the senior employee who has submitted a request for that period. Preferences shall be granted to employees in the unit at the time the vacation period becomes available.

ARTICLE 7
SENIORITY

(A) Seniority shall commence with the date of placement on the payroll of the Company in any classification hereunder.

The relative seniority of new employees hired on the same date shall be determined by the last four (4) digits of the employee's social security number. The employee with the highest last four (4) digits shall be deemed the senior. The Union shall be so advised.

If a reduction in force is necessary, employees shall be reassigned or demoted, to the extent they are qualified to fill a new assignment, or laid off, in accordance with seniority. When the Company terminates the employment of one or more temporary employees the relative seniority within that specific classification will be applicable.

(B) Seniority rights of an employee who, on the date he is laid off has less than one year of compensated service under this Agreement shall terminate if he is not rehired within twelve (12) months after layoff.

Seniority rights of an employee who, on the date he is laid off, has one year or more of compensated service under this Agreement, shall terminate if he is not rehired within twenty-four (24) months after layoff.

The above principles shall apply to demotees as well as individuals accepting layoff.

(C) 1. Employment after a layoff or demotion, under Article 7 (B), shall be in accordance with the seniority of the employees laid off, to the extent that they are qualified. The Company shall send a notice of rehiring by registered mail to the last address on file and, if the employee fails to
report to work within fifteen (15) calendar days after registry date of the recall letter, he shall lose all seniority rights.

2. An employee who accepts demotion as the result of a reduction in force or who accepts demotion and is subsequently laid off shall be included on recall lists for:

(1) His original classification.
(2) His classification at the time of layoff.
(3) Classifications between (1) and (2) for which he is qualified.

3. An employee who is eligible for recall to more than one classification and who refuses recall under Article 7 (B) loses his recall rights to the classification offered and all lower classifications.

    (D) Seniority shall govern choice of days off, and shift selections, as specified in Article 3. Seniority shall govern choice of vacation days as specified in Article 6.

    (E) Seniority lists of the employees hereunder, for Teterboro, giving name, seniority date and job classification, shall be furnished to the Union one (1) month after signing of this Agreement. The Company shall advise the Union of any additions or separations.

    (F) An employee who accepts an assignment in a supervisory capacity in a maintenance department of the Company, and who had accrued seniority under the Agreement at the time of such assignment, shall retain the seniority accrued while serving under the Agreement, shall retain the seniority accrued while serving under the Agreement for a period of sixty (60) days from the date of such assignment. During such sixty (60) day period he shall have the right to displace in classifications under the Agreement to the extent he is qualified. In the event he does not displace during such period, he shall lose all seniority under the Agreement.

    (G) An employee who is discharged for cause or who resigns from the service of the Company or is absent without approved leave shall lose all seniority rights.

ARTICLE 8
PROMOTIONS, QUALIFICATIONS, AND JOB CLASSIFICATIONS

(A) Whenever and wherever qualifying tests are used to determine the competency of an employee for a promotion, these tests shall be prepared, and/or developed, and/or administered by the Company and/or its contractors and/or governmental agencies. Written or practical qualifying testing used, as of the effective date of this Agreement, shall continue to be used until revised by the Company. Upon the Union's request the Company will furnish copies of specific qualifying tests. If the Union has objections to any portion thereof, the same may be discussed by the Union with the Company provided said objections are filed within fifteen (15) days of their receipt from the Company. If agreement concerning such objections cannot be reached, the tests may be placed in effect and the Union may take its objections up as a grievance under Articles 19 and 20 of this Agreement. However, an arbitrator shall only
have authority to overrule the Company if he finds the Company’s action to be arbitrary, capricious, or discriminatory.

(B) Before any new employee is hired as a General Airport (Maintenance) Mechanic, employees covered by this Agreement shall be given an opportunity to qualify for such classification in accordance with their seniority.

(C) Nothing in this Agreement shall be construed to prevent an employee from performing work, which is below his classification when requested to do so by the Company.

(D) Whenever and wherever the Company establishes requirements and qualifications other than qualifying tests for assignments within the classification hereunder, the Company upon request shall submit copies of the same to the Union, and if the Union has objections to any portion thereof, the same may be placed into effect and shall be subject to the grievance procedure as provided in Articles 19 and 20 in the event of disagreement. However, an arbitrator shall only have authority to overrule the Company if he finds the Company’s action to be arbitrary, capricious, or discriminatory. Present requirements and qualifications shall be continued unless revised in accordance with the above procedure, providing the Union files its objections within thirty (30) days of receipt of copies of present or revised requirements and qualifications.

(E) Classifications are associated with the distinct job descriptions identified within Appendix G and Appendix H.

ARTICLE 9
LEAVE OF ABSENCE

Upon approval of the Company, a leave of absence may be granted to an employee. During such leave, the employee’s Union seniority shall accrue, but the employee’s Company service time shall not accrue.

(A) The Company shall comply with the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). Information regarding these laws may be obtained from the Human Resources Department.

Upon approval of the Company, a leave of absence for an employee’s serious health condition (illness or injury) may be granted. Such leave will be without pay unless an employee has available accrued unused sick time and/or accrued unused vacation time. Such leave, including any extension(s) may be granted up to a maximum period of ninety (90) calendar days, inclusive of FMLA. The maximum period of such cumulative leave whether or not continuous, and inclusive of FMLA and any other applicable leave, paid or unpaid (worker’s compensation, STD, LTD), shall not exceed a total of ninety (90) calendar days in a twelve (12) month period calculated by looking back over the previous twelve (12) months from the then current date. An employee whose absence from work for a serious health condition exceeds a total of twelve (12) work weeks in such twelve (12) month period shall forfeit all seniority and his employment relationship with the Company shall end.
The Company has the right to require submission of a physician's certification in support of leave request(s) for a serious health condition. Leave of absence requests must be made in writing. A written request for a leave must be submitted by the employee to the Company at least thirty (30) calendar days in advance prior to the effective date of such leave or extension. The foregoing time notification requirements shall not apply to emergency medical leaves of absence; however, the written request must be submitted at the earliest possible date and in no case later than fifteen (15) days after commencement of the emergency leave of absence. An employee returning from leave for a serious health condition must provide the Company with a certification from a health care provider documenting his/her fitness to return to work. Consistent with the law, the Company may require the employee to submit to a physical exam prior to returning to work after leave for a serious health condition if the Company has a reasonable belief that the employee may not be able to perform essential job functions.

(B) At the discretion of the Employer and in consideration of operational need, an employee may be permitted to take a leave of absence without pay for good cause shown; such examples include: to provide relief assistance for victims of natural disasters or for educational purposes. Such leave cannot be provided for any reason related to an employee’s health condition or that of a family member as leave for such purposes is addressed in section A. above. Such leave cannot exceed 30 calendar days and cannot be granted more than once in a 24 month period determined by looking back over the previous 24 months from the current date. All available paid leave shall be exhausted before unpaid leave shall be permitted.

Provisions applicable to leaves under both sections A. and B. above

1. Time spent on leave of absence shall not count for vacation or sick leave accrual, wage review, nor will the employee be eligible to receive medical benefits at any expense to the Company except as provided by the FMLA. In such event, however, at the employee’s sole expense, the employee may elect to continue to be eligible to receive medical benefits while on an approved leave of absence by making the necessary contributions for such coverage.

2. Notwithstanding other provisions of this Agreement, time spent on a leave of absence, occasioned by an industrial illness or industrial injury, shall not affect the employee’s wage review period to the extent that such wage review is automatic. This understanding shall not constitute a waiver of other establishment requirements for purposes of reclassification; and

3. An employee on a leave of absence who accepts employment, outside AFCO AvPORTS Management LLC, while on leave, except as permitted by law, or who fails to return to work at the conclusion of the leave of absence, will be deemed conclusively to have resigned from his employment with the Company. An employee returning from a leave of absence may return to his former position provided the leave has not exceeded ninety (90) days and it has not been abolished or a senior employee has not exercised displacement rights thereon. In the event the position has been abolished or a senior employee has exercised displacement rights thereon, the returning employee will have the right to exercise his union seniority rights over junior employees, subject to qualification.
(C) Upon written request from the Union Chairperson, with as much notice as possible, but not less than twenty-four (24) hours, and subject to operational requirements, as determined solely by the Company, time off without pay will be granted to Union Officer(s) for legitimate union business.


(E) An "initial" leave of absence without pay may be granted in increments of up to a maximum of thirty (30) calendar days, and will only be granted in writing.

Initial leaves of absence or extensions thereof shall not be granted for an indefinite period.

Leave of absence extensions, within this Section (E), will not be granted unless requested in writing and such Company approvals have been secured. Such approvals must be obtained and filed with the Company and Union at least seven (7) calendar days prior to the expiration of the initial or previously-approved leave. The provisions of this sub-paragraph shall not apply to an employee who is absent as a result of an approved long-term disability leave in accordance with the current applicable Company benefit plan.

Failure to follow the procedure as established above will result in termination of employment and loss of seniority rights.

(F) An employee who fails to report for duty at the expiration of his/her approved leave of absence shall be deemed conclusively to have resigned from his/her employment with the Company and shall forfeit all seniority except when failure to report on time is due to justifiable circumstances beyond the control of the employee. It will be the responsibility of the employee to notify the Company within three (3) calendar days of the reason for his failure to report as scheduled.

(G) An employee who is absent without approved leave three (3) or more consecutive working days shall lose all seniority rights under the Agreement and be deemed conclusively to have resigned from his/her employment with the Company.

(H) Except for employees absent because of personal illness, or as otherwise required by law, or as may be provided elsewhere in this Agreement, an employee cannot return to work prior to the expiration date of his leave of absence without written approval by the Company.

(I) Disability by an occupational illness or injury which is compensable under the applicable Workmen's Compensation

l. In the event that an employee is disabled by an occupational illness or injury which is compensable under the applicable Workmen's Compensation Laws, the Employer shall pay to the disabled employee:

(a) His/her normal wage (regular pay at straight time rates) for a period not to exceed three (3) calendar days, and
(b) During any period of continued disability, beyond three (3) calendar days, the Employer will pay the difference between applicable mandated Worker’s Compensation provided disability benefit and the employee’s normal wages up to a maximum of eighty percent (80) of the disabled employee's normal wages for an additional period not to exceed thirty (30) calendar days.

2. All Workmen’s Compensation benefits provided by State Law and that are received by the employee for the period of disability and during which the Employer made payments pursuant to (a) and (b) above in excess of the Workmen's Compensation benefits, provided by State Law, shall be refunded by the employee to the Employer. The refunding of benefits to the Employer shall not apply to any Workmen’s Compensation benefits received as an award for permanent injury, and which might exceed his/her total wages for the period of time lost from employment, but rather shall be applicable to an award for the payment of lost wages.

3. At the conclusion of the periods referred to in paragraph (1), subdivision (a) and (b) above, a disabled employee may, at his/her option, draw to the maximum of his accrued sick leave at the rate of one-half regular pay and shall have no obligation to return any Workmen's Compensation benefits received during this period. In those cases where the weekly compensation benefit and sick leave pay combined would exceed the employee’s normal wage, the sick leave credit drawn shall be at such lower rate so as not to permit the employee to receive an amount in excess of his normal wage. Such credit drawn shall be computed to the nearest hour.

4. In meritorious cases, the Employer, at its sole discretion, may pay disabled employees full wages or partial wages for such periods as it deems proper over and beyond its obligations referred to above.

(J) Unless otherwise required by law and/or Article 10 (B), time spent on a leave of absence shall not count for accrual of vacation, sick leave, or wage review, nor, unless otherwise required by law, will the employee be eligible to receive medical benefits. However, at the employee's sole expense, unless otherwise required by law, the employee may elect to continue to be eligible to receive medical benefits while on an approved leave of absence by making the necessary contributions for such coverage.

(K) Notwithstanding other provisions of this Agreement, time spent on a leave of absence occasioned by an industrial illness or industrial injury shall not affect the employee’s wage review period to the extent that such wage review is automatic. This understanding shall not constitute a waiver of other established requirements for purposes of reclassification. Time spent on a leave of absence occasioned by an industrial illness or industrial injury shall not be deducted from the period of service required for eligibility for vacation.

(L) In the event of death in the immediate family of an employee, he/she will be granted a maximum of three (3) work days emergency leave with pay. For the purpose of this paragraph, the immediate family is defined as the father, mother, grandfather, grandmother, stepfather, stepmother, father-in-law, mother-in-law, sister, brother, spouse, children of the employee and a relative who is a resident of the household. In the event of death in the extended family of an employee, the employee will be granted one (1) work day emergency leave with pay. For the purpose of this paragraph, the extended family is defined as brother-in-law, sister-in-law, grandfather-in-law and
grandmother-in-law. Employees may be required to substantiate that the death has occurred. This paragraph shall not apply to probationary employees.

ARTICLE 10
MILITARY LEAVE-RETENTION OR SENIORITY

(A) The re-employment and seniority status of an employee hereunder who, while in the active service of the Company, entered the armed services or, during wartime, entered the Merchant Marine of the United States, shall be governed by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, or other applicable law.

(B) When military training leave of up to a maximum of twenty-one (21) calendar days is granted, time spent on such leave shall not affect the employee’s wage review period, vacation accrual, or seniority.

ARTICLE 11
TERMINATION OF EMPLOYMENT

(A) Employees shall give the Company two (2) weeks' notice of resignation, in writing. Failure to give such notice shall result in forfeiture of all vacation and sick leave accrual monies and entitlements.

(B) Employees laid off, through no fault of their own, shall be granted two (2) weeks' notice in writing.

(C) This requirement of notice, set forth in (B) above, shall not apply to a layoff caused by an act of God, or by a strike of the employees of the Company.

ARTICLE 12
PAID SICK LEAVE AND NO FAULT ATTENDANCE POLICY

(A) Full time non-temporary employees who have completed their probationary period shall continue to accrue one (1) day of sick leave for each month of service, cumulative to one hundred and forty - (140) days. With respect to Article 26 Temporary employees who have completed their probationary period shall continue to accrue one (1) day of sick leave for each two months of service, cumulative to seventy - (70) days.

(B) Administration of such sick leave shall be in accordance with the written sick leave policy of the Company. The Union acknowledges that this Paid Sick Leave and No-Fault Attendance policy differs from the parameters and benefits identified within the NJ Paid Sick Leave Law and through the course of good-faith negotiations of this collective bargaining agreement hereby fully waive any rights under the New Jersey’s Paid-Sick-Leave Law. In addition, the sick time to which an employee is entitled as
provided in this Article assumes that the employee has worked the full previous calendar
month or was on paid vacation or paid sick leave. Sick time will not accrue for any
period of time that an employee is on short term disability, long term disability, workers
compensation, or lay off exceeding (2) weeks. An employee who has worked less than
eleven (11) working days in one month will not accrue a corresponding sick day for that
month. No deduction will be made for part days.

(C) The employees and the Union recognize their obligation to prevent
unnecessary absence or any other abuse of the sick leave privilege. While it will not be
the policy of the Company to require a medical certificate for all absences of one (1) to
three (3) days in order for an employee to be eligible for sick leave pay, the Company
reserves the right to require such certificate whenever unusual circumstances indicate
probable abuses of the sick leave policy.

(D) Sick leave shall be paid on a current basis, if currently substantiated by the
employee in accordance with the written sick leave policy of the Company.

(E) NO-FAULT ATTENDANCE POLICY

(1) Employees will receive points in accordance with the point
schedule below for absences and failure to properly notify the Company of
absences. Excessive accumulation of points will result in discipline. Points will be
reduced for periods of perfect attendance.

(2) Point Accumulation

Points will be assigned on the following basis:

Absences: If you are absent for one day or more, the following points will be assigned:

a) Absences of one or more consecutive days 5 points
b) Absences of one or more consecutive days occurring in
   conjunction with a regularly scheduled rest day or on the day
   before or after a holiday or vacation day 9 points per each day
   absent. For the purposes of this Article 12 (E) (2) b), the 9 points
   per each day absent on the day before or after a regularly
   scheduled rest day or holiday is applicable regardless of whether
   the employee worked on the regularly scheduled rest day, or
   holiday (e.g. although an employee may have worked an overtime
   assignment on a rest day or on a holiday, on or before his/her
   absence, he/she is still assigned 9 points per each day absent).

This does not relieve an employee of the obligation to call in for each day
of absence.

Unreported Absence: An employee who fails to report for work for three
(3) consecutive working days and fails to notify the Company of the
absence will conclusively be deemed to have resigned.

No points will be charged for absences for the following reasons:
a) On the job injuries.
b) Jury duty.
c) Bereavement leave.
d) Approved leaves of absence (this includes leaves granted pursuant to the Federal Family and Medical Leave Act of 1993 and/or the New Jersey Leave Act.
e) Court appearances mandated by subpoenas or other process (paying traffic fines is not included).
f) Acts of God (for example, tornadoes, severe storms which result in road closings). Each event will be judged by the Company on its merits.
g) Properly pre-scheduled vacations, holidays, and religious holidays.
h) Time off for Union business authorized by the Company.
i) Illness if accompanied by physician’s written note indicating excusal from work as identified in Company Policy.

(3) Notification

If an employee fails to directly notify the Company of an absence at least one-half hour before the beginning of the shift, the following additional points will be assigned: 3 points

Call-in telephone number: 201-288-7603, if no person answers the call the employee shall leave a message in the general voicemail box.

(4) Overtime

The points set forth above will also be charged for violations on overtime for a failure to report.

(5) Point Reduction

Regular on-time attendance will lead to a reduction in points accumulated. Points will not, however, be reduced below zero.

1. **Five Calendar Weeks:** Each five (5) consecutive weeks of time actually worked without a point assignment will lead to a reduction of 5 points. For the purpose of this Article 12 Section E only the time actually worked refers to and includes all paid work and Company approved paid leave.

2. **Twenty-Six Calendar Weeks:** Twenty-six (26) consecutive weeks of time actually worked without a point assignment will lead to a removal of all accumulated points. For the purpose of this Article 12 Section E only the time actually worked refers to and includes all paid work and Company approved paid leave.
(6) Progressive Discipline

Discipline will be based on the number of points accumulated. The purpose of the discipline is to correct poor attendance. The employee's Union representative or Shop Steward will be notified of any of the discipline below to the employee.

1. **Accumulation of 25 Points:** A written warning will be issued and the employee will be counseled regarding his attendance.

2. **Accumulation of 30 Points:** A one-day suspension without pay will be imposed, and the employee will be counseled regarding his attendance and notified that continued poor attendance will lead to more serious discipline up to and including discharge.

3. **Accumulation of 35 Points:** A three-day suspension without pay will be imposed, the employee will be counseled regarding his attendance, and the employee will be notified that continued poor attendance will lead to more serious discipline up to and including discharge.

4. **Accumulation of 40 Points:** Discharge.

If the points awarded in one incident carry over two (2) steps, only the discipline of the lower step will be applied. For example, if an employee has twenty four (24) points and is absent from work on the day after a regularly scheduled rest day, he will accumulate an additional 9 points and will be issued a written warning (due to administrative accumulation of 25 points) although he has actually accumulated 33 points which will be used as the basis for future occurrences.

**Exemption conditional status:**

If at any time and for only such time in which an employee has accumulated thirty-eight (38) accrued unused sick days, the above No Fault Attendance Policy and applicable point system, both assessment and reduction, will cease to apply to that respective employee. If and when an employee reaches the thirty-eight (38) day accumulation level any points already within the No Fault Attendance Policy tracking system for that employee shall remain for future use and continue from that point for each and every time an employee falls below the thirty-eight (38) day accrued unused sick day level. For each and every time an employee drops below the thirty-eight (38) day accrued unused sick day level the No Fault attendance Policy will become active in full force for that employee immediately. It is understood that if the employee falls below the thirty-eight (38) day level, regardless of the reason, the exemption status is no longer in effect. For example, if an employee had taken sick time as part of an approved absence, including but not limited to the use of sick days within any and all approved paid leave such as FMLA or NJ Paid Leave which caused his/her accrual level to drop below thirty-eight (38) his/her exemption status is rescinded, until such time as
the accrual points were to reach thirty-eight (38) days again. In addition, the written Sick leave Policies of the Company remain applicable to each employee at all times including any and all times where this exemption conditional status is in effect.

ARTICLE 13
WORK CLOTHING AND TOOLS

(A) Employees shall be required to wear work clothing that is reasonably suitable and safe for the type of work they are assigned. Lettering of any description on work clothing shall only be worn if approved by the Company.

(B) Where employees are required by the Company to wear the standard Company coveralls, such coveralls shall be furnished and laundered by the Company. At its option, the Company may provide employees with a reasonable cleaning allowance and require their laundering of coveralls.

(C) Specialized work clothing shall be furnished and laundered by the Company, as provided in standard uniform regulations.

(F) Specialized tools shall be furnished employees as needed.

ARTICLE 14
EQUAL OPPORTUNITY

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees regardless of sex, age, color, race, creed, national or ethnic origin, sexual orientation, or any other designated group in accordance with applicable local, state, and federal laws. Whenever the words "he" or "him" appear in this agreement it shall also refer to "she" and "her" and vice versa.
ARTICLE 15
COMMERCIAL DRIVERS LICENSE TRAINING (CDL) – ADVANCE PAYMENT BY COMPANY

If AvPORTS pays (either directly or via reimbursement to employee) for CDL training, it will be an advance payment which will be forgiven if employee passes CDL exam and remains an employee in good standing as specified below:

<table>
<thead>
<tr>
<th>Completed Years of Service by Employee Since Date of Payment</th>
<th>Amount to be Repaid by Employee</th>
</tr>
</thead>
<tbody>
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<td>Less than one (1) year</td>
<td>100%</td>
</tr>
<tr>
<td>1 Year</td>
<td>50%</td>
</tr>
<tr>
<td>2 Years or greater</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ARTICLE 16
NO STRIKE-NO LOCKOUT

As this Agreement provides for the amicable adjustment of any and all disputes and grievances, the Company agrees not to lock out any employee or group of employees while this Agreement is in effect, and the Union agrees that it will not cause or call any strike, sit-down, stay-in, or slow-down.

ARTICLE 17
MANAGEMENT CLAUSE

The Union expressly recognizes that the management of the Company and the direction of its employees, including the establishment of working conditions; the assignment of employees to jobs and working schedules; determination of the qualification of employees to perform work or jobs; the hiring, promoting, demoting, and rehiring of employees in connection with any reduction or increase in working forces; the suspending, the discharging, or otherwise disciplining of employees; assignment or subcontracting of work outside the bargaining unit, are the exclusive functions of management, to the extent that any of such matters are not otherwise covered or provided for in this Agreement; and provided that in the exercise of such functions the management shall not violate any provision of this Agreement or discriminate against any employee because of his membership in, or lawful activity on behalf of, the Union.

ARTICLE 18
DISCIPLINE AND DISCHARGE

(A) It is understood that the Company has the right to discipline or discharge an employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism or any just and sufficient cause.
(B) During the probationary period an employee may be discharged or disciplined at the Company’s option without recourse to the grievance procedure.

(C) An employee who has passed his probationary period may appeal a disciplinary or discharge action in accordance with Article 19.

(D) All letters of discipline (warning or suspension) shall not be used in discipline cases after a period of eighteen (18) consecutive months from date of issuance. This language shall not apply to arbitrator’s awards or rehabilitation or infractions involving drug abuse and/or alcohol abuse and/or violence, which documents shall remain a permanent part of the employee’s record.

ARTICLE 19
GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term “grievance” means any dispute between the Company and the Union concerning the effect, interpretation, application, claim or breach or violation of this Agreement.

Any such grievance shall be settled in accordance with the following grievance procedure:

Step 1 The grievance shall be taken up by the Union Representative for the aggrieved employee with the department head involved within ten (10) calendar days of the occurrence causing such grievance or the matter shall be considered resolved. The department head must give his answer within ten (10) calendar days.

Step 2 If no satisfactory settlement is reached at Step 1, then upon receipt of the department head’s answer or if the department head does not provide his answer within ten (10) calendar days of the Step 1 meeting, whichever comes earlier, the grievance shall be reduced by the Union Representative to writing and presented to the Manager, Airport Services. The Manager, Airport Services must give his response in writing within ten (10) calendar days.

Step 3 If no satisfactory settlement is reached at Step 2, then upon receipt of the Manager, Airport Services’ answer or if the Manager, Airport Services does not provide his answer within ten (10) calendar days of his receipt of the written grievance at Step 2, whichever comes earlier, the Union Representative shall call in the Chairperson of the Union or his designee who shall meet with the Manager, Airport Services and the Union Representative within ten (10) calendar days.
Step 4 In the event the grievance is settled, such settlement shall be reduced to writing. In the event the grievance is not settled in a manner satisfactory to the grieving party (Union or Company) within ten (10) calendar days of the Step 3 meeting or receipt of a written answer, whichever comes earlier, the grieving party has the right and authority to submit such grievance to the Field Board of Adjustment in the manner hereafter provided.

General grievances affecting the employees in the bargaining unit as a whole and discharge grievances may be initiated by the Union Chairperson directly at Step 2. Likewise, any grievance filed by the Employer shall be initiated at Step 2. In this regard, either the Union Chairperson or Employer, as appropriate, must present the grievance in writing to the other within ten (10) calendar days of the occurrence causing the grievance or the matter shall be considered resolved.

The grievance procedure, Field Board of Adjustment and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined. Failure of the Union to file a grievance in a timely manner, at any step, shall cause the matter to be waived.

Grievances filed under the terms of this Agreement shall be processed, up to and including arbitration, under the language in the Agreement at the time the grievance was filed even though a new agreement has been negotiated subsequent to the grievance being filed, unless the parties have resolved the outstanding grievance(s) during the negotiation of the new agreement.

ARTICLE 20
FIELD BOARD OF ADJUSTMENT AND ARBITRATION

Any grievance not settled in accordance with the Grievance Procedure may be submitted to the Field Board of Adjustment by the grieving party. Grievances will be submitted to the Field Board of Adjustment by the grieving party, that is the Union or the Company as appropriate, by providing written notice to the other party within ten (10) calendar days from the date of the Step 3 meeting or receipt of a written answer is received, whichever comes earlier, or the matter will be considered closed.

In the event the grievance is timely submitted to the Field Board of Adjustment, the Field Board of Adjustment shall convene within thirty (30) calendar days of receipt of written notice of such submission. The Field Board of Adjustment shall consist of one member appointed by the Union and one member appointed by the Company. The Field Board of Adjustment shall deliver a written decision within ten (10) calendar days after hearing the grievance.
Any grievance not settled at the Field Board of Adjustment may be submitted to arbitration by the grieving party. Grievances will be submitted to arbitration by the grieving party simultaneously providing a written request to the Federal Mediation and Conciliation Service to provide a list of seven arbitrators from whom the parties shall select an arbitrator and with written notice to the other party of its intent to arbitrate, within the earlier of ten (10) calendar days from the date of the written decision of the Field Board of Adjustment or ten (10) calendar days after the Field Board of Adjustment heard the grievance, or the matter will be considered closed.

In the event a grievance is timely submitted to arbitration, an arbitrator shall be selected to, and shall be governed by, the following procedure:

The Union or Company shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are located geographically within the states of New Jersey and New York from which they will select the arbitrator by each one alternately checking off a name and the arbitrator left shall be designated as Arbitrator. The party striking the first name shall be determined by lot. The decision of the arbitrator, within the purview of his authority, shall be final and binding upon the parties.

The Arbitrator shall have jurisdiction and authority to interpret and apply the written provisions set forth in this Agreement insofar as shall be necessary to the determination of the grievance, but he shall have no power or authority to add to, subtract from, amend or modify this Agreement, or any Supplements thereto, in any way. The decision of the Arbitrator, within the purview of his authority, shall be final and binding on the Company, the Union, and the employees. The Arbitrator's decision shall be in writing and shall set forth the findings and the reasons.

The compensation and expenses of the Arbitrator and meeting room shall be borne equally by both parties. In all other regards, each party shall bear its own costs and expenses. The cost of any transcription services or transcript shall be divided equally only if furnished by mutual consent, otherwise the party requesting such services shall bear the entire cost.

**ARTICLE 21**

**MEAL PERIODS**

Meal periods shall be thirty (30) minutes, except when varied by agreement between parties.
ARTICLE 22
PROBATION

New employees hired in the mechanical classification shall be considered on probation for a period of twelve (12) months or two hundred and forty (240) actual days worked, whichever is the greater, from the date of hiring.

New employees hired in the Airport Handyperson classification shall be considered on probation for a period of two (2) months or sixty (60) actual days worked, whichever is the greater, from the date of hiring.

The Company reserves the right to terminate the employee without cause prior to the employee successfully completing the respective probationary term.

(A) The Company shall have the right to require a pre-employment drug test, security background check, driving record check and physical examination.

ARTICLE 23
SEVERANCE ALLOWANCE

(A) Any employee with one (1) year or more of service, who is laid off for any reason other than those set forth in paragraphs (B), (C), and (F) shall receive severance pay as set forth in paragraph (E). This allowance only applies to full time employees and does not apply to temporary or part time employees.

(B) Severance allowance will not be paid for layoff of less than four (4) months’ duration which is due to seasonal schedule reductions.

(C) Severance allowance will not be paid if the layoff is the result of an Act of God, a national war emergency, dismissal for cause, resignation, retirement, or a strike or picketing causing a temporary cessation of work.

(D) At the time of layoff, the Company shall advise the employee, in writing, of the reasons for his release whether it is for reasons outlined in paragraphs (A), (B), or (C) above. If the employee is released for reasons set forth in (A) above, he shall be eligible for the payment of the severance allowance, as set forth in this article. Severance monies shall be paid without interruption on a bi-weekly basis until the employee’s entitlement is exhausted. If the employee is released for reasons set forth in paragraph (B), and if at the expiration of four (4) months from the date of layoff he is not offered re-employment in other than a temporary job, his layoff shall be presumed to have been caused by factors covered in paragraph (A) above, and he shall become entitled, at that time, to severance allowance as provided in this section. Temporary work, which does not exceed a continuous period of forty-five (45) days, shall not be considered as breaking the four (4) month period of layoff.
(E) The amount of severance allowance payable under this article to employees eligible is set forth in the following table and shall be based on length of compensated service under this Agreement with the Company from date of employment and shall be in addition to all other benefits set forth in the Agreement. A week of severance shall be computed on the basis of the employees regular straight-time hourly rate at the time of layoff multiplied by (40) hours.

<table>
<thead>
<tr>
<th>Year Severance Completed</th>
<th>Allowance</th>
</tr>
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<tbody>
<tr>
<td>1 year of service</td>
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</tr>
<tr>
<td>2 years of service</td>
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<td>11 weeks</td>
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<td>11 years of service</td>
<td>12 weeks</td>
</tr>
<tr>
<td>12 years of service</td>
<td>13 weeks</td>
</tr>
</tbody>
</table>

(F) Severance allowance shall not be granted when: (1) the employee is offered a job in a lower classification and elects to accept it, in accordance with Article (7) of the Agreement between the parties; (2) he has, within four (4) months of layoff, been offered of job in his own classification in accordance with said Article 7, and has refused such job; or (3) he accepts any other employment offered by the Company prior to the expiration of four (4) months from the date of layoff; (4) severance will not to be paid if employee is offered employment with an entity that takes over the Company’s facilities, assets, or obligations at the site of employment.

(G) An employee recalled to work under the terms of said Article (7), after being on layoff for more than four (4) months, who is again laid off under conditions that would entitle him to severance allowance, shall be entitled to the amount specified for his years of compensated service with the Company, in accordance with paragraph (3) of this article, less the dollar amount received on the occasion of the previous severance: provided, that such dollar amount deductions shall not be made if such employee completes at least one (1) additional year of compensated service with the Company under this Agreement, from the date on which he reported for duty, upon the occasion of the prior recall.

(H) An employee who has been given severance allowance at the time of layoff and who is rehired in less than the number of weeks, covered by the severance allowance (plus an additional two (2) weeks if he also received two (2) weeks’ pay in lieu of notice), will have the amount of overpayment deducted from his subsequent earnings.

(I) An employee who has been re-employed under the conditions outlined in paragraph (g) and (h) shall retain all seniority and length of service credit for pay and other purposes accrued prior to the date of his severance.
ARTICLE 24
UNION SHOP AGREEMENT

The Union Shop and Check-Off Agreement between the parties, dated, which is set forth in full below, shall be extended without interruption and continue in full force and effect concurrently with this Agreement, as specified in Article 29 hereof:

(A) All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on the effective date or the date of execution of this Agreement, or the commencement of this employment, whichever is later.

(B) Membership in good standing is defined as the payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

(C) Within seven (7) days after receipt of written notice and proof of Union notification to employee from the Union that any employee covered by this Agreement has failed pursuant to the terms of this article to tender payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the employer shall discontinue its employment of such employee.

(D) The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims, awards, or judgments (including attorneys’ fees and court costs) incurred by the employer or awarded to the employee or employees against the Company by virtue of this Agreement.

(E) During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union, and remit to the Union, membership dues uniformly levied in accordance with the Constitution and By-Laws of the Union and as prescribed by the NLRB as amended, provided such member of the Union voluntarily executes the agreed-upon form, to be prepared and furnished by the Union.

(F) When a member of the Union executes such “Check-Off Form” in a manner suitable to the Union, the Union shall forward an original copy to the Company. Any Check-Off Form, which is incomplete or executed in a manner not suitable to the Company, will be returned to the Union. Any notice of revocation as provided for in this agreement or the NLRB as amended, must be in writing, signed by the employee, and delivered by registered mail, addressed to the Company with a copy to the Local Union. Check-Off Forms and Notices received by the Company will be stamp-dated on the date received and will constitute notice to the Company on date received and not mailed.

(G) When a Check-Off Form, as specified herein, is received by the Company on or before a given pay day, deductions will commence with the first regular paycheck following said pay day, and will continue thereafter until revoked or cancelled as provided in this Agreement. The Company will remit to the Union checks in payment of all dues collected not later than the last day of the month in which such dues are collected. These remittances will be subject to normal accounting practice with respect
to adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Union membership dues to the Union will be accompanied by lists of names and employee numbers of the employees for whom deductions have been made in that particular period and individual amounts deducted.

(1) No deductions of Union dues will be made from the wages of any employee who has executed a Check-Off Form, and who has been transferred to a job not covered by the Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and The NLRB, as amended.

(2) An employee who has executed a Check-Off Form and who resigns or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his assignment, and if he is recalled or re-employed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Form.

(H) Collection of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee’s earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.

(1) Deductions of membership dues shall be made in a flat sum from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employees last day of work occurs.

ARTICLE 25
GENERAL

(A) An employee hereunder who for more than one (1) hour but for less than (4) hours is assigned by the Company to perform the duties and accept the responsibilities of a higher classification of work, shall be paid not less than the established rate for said classification for the time so worked. An employee hereunder who for four (4) hours or longer is assigned by the Company to perform the duties and accept the responsibilities of a higher classification of work shall be paid the rate for said classification for the work performed with a minimum of eight (8) hours.

(B) Before the end of each shift, employees shall be allowed five (5) minutes wash-up time.

(C) The Union shall have the right to confer with management on heating, lighting and ventilation facilities, on eating and drinking facilities and on sanitary and safety conditions.
(D) Company shall provide copies of this Agreement within ninety (90) days within notice of ratification.

(E) Employees asked to serve as a juror, shall do so in accordance with Company policy.

(F) While it will not be the policy of the Company to require a medical certificate for all absences of one (1) to three (3) days in order for an employee to be eligible for sick leave pay, the Company reserves the right to require such certificate whenever unusual circumstances indicate probable abuses of the sick leave policy.

(G) In accordance with the Giardino Award, dated July 5, 1949, in arbitration Case No. 122: (I)

(1) In the event that an employee is disabled by an occupational illness or injury, which is compensable under the applicable Worker’s Compensation Law, the employer shall pay to the disabled employee:

(a) His/her normal wage (regular pay at straight time rates) for a period not to exceed seven (7) calendar days, and

(b) During any period of continued disability, beyond seven (7) calendar days, the Employer will pay the difference between the State provided disability benefit and the employee’s normal wages up to a maximum of eighty percent (80) of the disabled employee’s normal wages for an additional period not to exceed forty-five (45) calendar days.

2. All Workmen’s Compensation benefits provided by State Law and that are received by the employee for the period of disability and during which the Employer made payments pursuant to 1(a) and (b) above in excess of the Workmen’s Compensation benefits, provided by State Law, shall be refunded by the employee to the Employer. The refunding of benefits to the Employer shall not apply to any Workmen’s Compensation benefits received as an award for permanent injury, and which might exceed his/her total wages for the period of time lost from employment, but rather shall be applicable to an award for the payment of lost wages.

3. At the conclusion of the periods referred to in paragraph (1), subdivision (a) and (b) above, a disabled employee may, at his/her option, draw to the maximum of his accrued sick leave at the rate of one-half regular pay and shall have no obligation to return any Workmen’s Compensation benefits received during this period. In those cases where the weekly compensation benefit and sick leave pay combined would exceed the employee’s normal wage, the sick leave credit drawn shall be at such lower rate so as not to permit the employee to receive an amount in excess of his normal wage. Such credit drawn shall be computed to the nearest hour.

4. In meritorious cases, the Employer, at its sole discretion, may pay disabled employees full wages or partial wages for such periods as it deems proper over and beyond its obligations referred to above.
(H) The Local Union President may, upon written request to the Company, designate a maximum of one (1) Union representative to be assigned to fixed shifts.

(I) In the event of death in the immediate family of an employee, he/she will be granted up to a maximum of three (3) days emergency leave with pay. For the purpose of this paragraph, the immediate family is defined as the father, mother, grandfather, grandmother, stepfather, stepmother, father-in-law, mother-in-law, sister, brother, spouse, children of the employee and a relative who is a resident of the household. In the event of death in the extended family of an employee, he will be granted up to a maximum of one (1) day emergency leave with pay. For the purpose of this paragraph, the extended family is defined as brother-in-law, sister-in-law, grandfather-in-law and grandmother-in-law. Employees may be required to substantiate that the death has occurred. This paragraph shall not apply to probationary employees. It is understood that if AFCO AvPORTS Management LLC dba AvPORTS Company policy covering exempt employees at Teterboro or the CBA covering the International Brotherhood of Teamsters at Teterboro calls for a greater death benefit than those listed in this paragraph, the TWU members will be entitled to the greater benefit.

(J) In the event of total loss of an employee tool box or tool bag and its contents as a result of fire or theft, while the box or bag is located on Company property or while the employee is traveling and/or working on an authorized emergency work assignment and the box or bag is stored in a Company designated area, the employee will assume the first fifty (50) dollars of replacement cost and the Company will provide up to the following amount towards the balance of the replacement cost of the tool box or tool bag:

1. $2,000.00 for the loss of a rollaway tool box.*
2. $1,500.00 for the loss of a tool box.
3. $1,000.00 for the loss of a tool bag.

This benefit only applies to the entire loss of a tool box or tool bag and its contents. It does not cover loss of individual tools.

*Exception: If a mechanic can substantiate that the tools within his/her respective Roll-A-Way Tool Box have a value greater than $2,000.00 the individual can qualify for coverage under ARTICLE 25 SECTION N below.

Employee shall submit a list of the tools kept on premises to the Company. Such list may be changed from time-to-time, with agreement of his appropriate supervisor.

(K) Exceptions, local or side agreements or modifications of this Agreement may not be made except by mutual agreement, in writing, between the VP and COO of the Company or his/her designee and the designated representatives of the Union.

(L) An employee assigned to the temporary duty at a point away from his base shall be furnished the established expense allowance.

(M) No employee will be required to participate in a bomb scare investigation against his/her wishes.
(N) AFCO AvPORTS Management LLC dba AvPORTS will insure a mechanics Roll-A-Way Tool Box and its contents (according to the inventory sheet submitted) against fire and theft, provided the following conditions are met:

1. Tool box must be secured to the building structure or floor.
2. Tools must be secured inside Roll-A-Way Tool Box
3. Tool box must show signs of forced entry or there must be reasonable evidence that theft has occurred.
4. New tools purchased must be submitted to shop manager and added onto inventory sheet. Only those tools which are identified on the inventory sheet will qualify for replacement under section (N).

(O) The Company reserves the right to conduct pre-employment, random, post-accident/incident and reasonable suspicion drug and alcohol testing. Testing will be conducted at an FAA and/or DOT approved testing facility. The Company reserves the right to conduct security background checks and driving record checks at any time.

(P) Employees are required to hold a valid CDL at all times as stipulated within the employee’s respective job description in Appendix F, Appendix G and Appendix H. It is the responsibility of the employee to personally and directly notify their immediate supervisor or manager of airport services, within one business day, if at any time he/she is notified and/or becomes aware that their CDL license is no longer valid and/or he/she is notified and/or becomes aware that the status of their CDL license has or will change for any reason. Change of status includes but is not limited to a downgrade, suspension or revocation as indicated by a government agency or court or related to required medical examination certificate. The above applies to all changes whether temporary or permanent in nature. If an employee fails to notify the Company, as indicated above, of any status change to their CDL as identified within this article he/she will be subject to disciplinary action up to and including discharge.

(Q) The Company and the Union agree not to discriminate against any persons covered by this Agreement on account of race, color, national origin, sex, age, religion, personal disability, veteran status, union affiliation, or any other classification protected by law. It is further agreed not to discriminate against an employee or applicant for employment because of physical or mental disability with regard to any position for which the employee or applicant is qualified. The Union understands that the Employer has a commitment to act affirmatively in providing access to employment, benefits, and other provisions of the contract as stated herein above. The sole and exclusive remedy for any controversy or claim arising out of or relative to the foregoing non-discrimination provisions, including, but not limited to claims arising under Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 (which prohibits discrimination on the basis of color, national origin, race, religion, and sex), the Age Discrimination in Employment Act (which prohibits discrimination against persons 40 years of age or older because of age), The Equal Pay Act (which prohibits sex based differentials in wages for performing equal work), the Pregnancy Discrimination Act (which prohibits discrimination on the basis of pregnancy
or capacity to become pregnant), the New Jersey Law Against Discrimination (which prohibits discrimination on the basis of age, color, mental or physical disability, perceived disability, national origin, race, creed, and sex (including pregnancy), familial status, marital status, domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and AIDS and HIV status), the Americans with Disabilities Act (which prohibits discrimination against qualified individuals with disabilities, a history of disability, a perceived disability, or persons because they have a known association or relationship with an individual with a disability), any other federal or state statutes, and any federal or state common law or decisional law, shall be pursuant to the grievance and arbitration provisions of this Agreement.

The use of the words he and him and she and her shall each respectively refer to both genders.

All new applicants for employment shall be subject to a comprehensive background check, as determined by the Company or regulatory agency, including but not limited to a criminal, driving and credit history records check, and a medical screening to determine fitness for duty, and the applicants shall sign all required and necessary authorization forms presented by the Company to approve such background checks and medical screening. It is understood that the Company will not perform credit history records check on employees post hire or those who already work in the bargaining unit.
### ARTICLE 26
TEMPORARY EMPLOYEES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Temporary</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(as defined by current applicable Company policies)</td>
</tr>
<tr>
<td>Benefits</td>
<td>The Company has the sole right to establish the assignments(s) for a short or longer-term duration</td>
</tr>
</tbody>
</table>

| Vacation       | Eligible for 50% of benefit as defined in CBA as that of non-temporary employees |
| Bereavement Leave (death in family) | In accordance with current applicable Company policies |
| Sick Time      | Eligible for 50% of benefit as defined in CBA as that of non-temporary employees |
| Fixed Holidays | All those incurred while employed |
| Floating Holidays | Eligible for 75% of benefit as defined in CBA as that of non-temporary |

| Insurance Benefits (includes: Health plan, Dental plan, Vision plan, Flexible Spending Accounts, Life Insurance, Short Term disability, Long Term disability and Retirement Savings plan) | In accordance with current applicable Company policies and applicable laws |
ARTICLE 27
SAFETY

The Union shall have the right to confer with management on safety and sanitary conditions, including the safe transportation of employees. No employee will be required to work under unsafe or unsanitary conditions.

1. The Company agrees to furnish good drinking water and sanitary fountains; the floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing condition. Shops and washrooms will be lighted and heated in the best manner possible consistent with the available resources. Individual lockers will be provided for all employees where adequate space and facilities are reasonably available. Every effort will be made as early as possible, to provide space and lockers for all employees.

The Company shall furnish prescribed standard safety equipment for employees working on hazardous or unsanitary work, and employees will be required to use such equipment properly in performing such work. The Company will provide training as appropriate for proper use of safety equipment.

The Company shall promptly notify the employees and the Union of the use of any material, equipment or procedure known by the Company to be hazardous to the employees exposed and the known procedures to control the hazards. Upon request the Company will provide the Union with the results of any management or governmental health and safety surveys in which employees represented by the Union participate.

2. The Company is committed to safety and has an active safety team supported by Management. Any and all TWU covered employees are both invited and encouraged to attend and participate.

3. All accidents, no matter how minor, must be reported to the Company immediately. Any employee who fails to immediately report an accident and/or injury of any type will be subject to disciplinary action up to and including discharge.

ARTICLE 28
SEPARABILITY

It is understood and agreed by the parties that if any of the provisions of this Agreement or the applications thereof are held invalid as a matter of law, the remainder of this Agreement or the application shall not be affected thereby. If any Federal or New Jersey laws or regulations or final decisions of any Federal or New Jersey court or administration agency affects any provision of this Agreement, each provision shall be deemed amended to the extent necessary to comply with such law, regulations or decision but otherwise shall not be affected.
ARTICLE 29
DURATION OF AGREEMENT

This Agreement shall become effective on September 1, 2018, and shall thereafter continue in full force and effect through August 31, 2021, in accordance with the provisions herein mentioned.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Each of the parties agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the effective date of this agreement, the parties agree that retroactive pay to September 1, 2018 shall only be applicable to base hourly wages applicable to straight time worked, overtime worked, lead pay and paid leave, but not any other compensation including, but not limited to, longevity pay, shift differential and on-call pay.

The Agreement shall continue in full force and effect through August 31, 2021 and renew itself without change unless written notice of intended change is served by either party hereeto at least thirty (30) days prior to September 1, 2021 or any date thereafter, in accordance with the National Labor Relations Board.
SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have signed this Agreement this 26th day of November, 2019 for:

AFCO AvPORTS Management LLC
dba AvPORTS

Kimberly Maddox
Vice President - Human Resources

John Panarello
Vice President

Daniel Welch
Maintenance Manager

TRANSPORT WORKERS UNION
OF AMERICA

Richard Boehm
President - Local 504

Eric Ploffer
Executive Board Member - Local 504

Daniel O'Connell
Shop Steward- Local 504
ARTICLE 30
WAGE RATES AND ADMINISTRATION

The rates of pay set forth in respective Appendix A1 shall be effective on the specified dates or date of employment, whichever is later, for those employees who are on the payroll following the date on which the Company receives written notice of ratification from the Union.

(1) Issuing of payroll checks and/or advice statements shall occur during AvPORTS’ Teterboro Airport Project administrative hours.

(2) In addition to the guaranteed pay increase on the respective contract anniversary dates, the addition of vertical levels has been created for the purpose of pay for performance incentives. With respect to the vertical level increases, the Company reserves the right, at its sole discretion, to raise or not raise an employee’s current level upon favorable evaluations of work performance. The evaluation will be conducted during the employee’s tenure with the Company and shall be performed without adherence to any specific regular schedule. The evaluation will include but is not limited to accomplishments with respect to goal settings, successful support of the Company’s quality management system, written testing, practical demonstration of ability, performance of newly acquired skill or skills, demonstration of leadership and/or initiative within scope of duties, decision making capabilities, attendance at off-site training sessions, and overall work ethic.
ARTICLE 30
APPENDIX A-1
WAGE RATES AND ADMINISTRATION

Airport Mechanic Wage Scale

<table>
<thead>
<tr>
<th>Level</th>
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<th>9/1/2019</th>
<th>9/1/2020</th>
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<td>22.94</td>
<td>23.63</td>
<td>24.34</td>
</tr>
<tr>
<td>Level I</td>
<td>22.33</td>
<td>23.00</td>
<td>23.69</td>
</tr>
</tbody>
</table>

Lead Mechanics per hour differential $2.00  
An employee On-Call receives $10.00 per hour  
(in accordance with Article 31 On-call)

Airport Handyperson Wage Scale (CDL preferred)

<table>
<thead>
<tr>
<th>Level</th>
<th>9/1/2018</th>
<th>9/1/2019</th>
<th>9/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level A</td>
<td>22.05</td>
<td>22.56</td>
<td>23.08</td>
</tr>
<tr>
<td>Level B</td>
<td>20.00</td>
<td>20.46</td>
<td>20.93</td>
</tr>
<tr>
<td>Level C</td>
<td>19.45</td>
<td>19.90</td>
<td>20.36</td>
</tr>
</tbody>
</table>

Airport Mechanic Wage Scale – Longevity Pay

<table>
<thead>
<tr>
<th>Longevity</th>
<th>Based on the employee’s Company anniversary date – Longevity pay to be granted and begin on the following CBA anniversary date following the employee reaching the respective milestone*</th>
<th>Total amount of additional wage added per hour to the base rate (Note: the amount identified in each service level year reached is stand alone and is not in addition to any amount identified in any previous service level year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>$0.08</td>
<td></td>
</tr>
<tr>
<td>10 years</td>
<td>$0.10</td>
<td></td>
</tr>
<tr>
<td>15 years</td>
<td>$0.15</td>
<td></td>
</tr>
<tr>
<td>20 years</td>
<td>$0.20</td>
<td></td>
</tr>
<tr>
<td>25 years</td>
<td>$0.40</td>
<td></td>
</tr>
</tbody>
</table>

*Example: If the employee reaches his/her tenth (10th) year with the Company in March of 2020 and the CBA’s next closest upcoming anniversary is 9/1/2020, the $0.10/hr. longevity pay becomes applicable and effective on 9/1/2020.
ARTICLE 30
APPENDIX A-2
WAGE RATES AND ADMINISTRATION

SHIFT ASSIGNMENTS, SHIFT DIFFERENTIAL & SUNDAY DAY PREMIUM

SHIFT ASSIGNMENTS
A shift assignment is any work assignment which begins in any of the below time parameters:

1. Work assignment which begins any time at or after 6:00 a.m. or up to 11:59 a.m.
2. Work assignment which begins any time at or after 12:00 noon or up to 5:59 p.m.
3. Work assignment which begins any time at or after 6:00 p.m. or up to 5:59 a.m.

SHIFT DIFFERENTIAL
An employee assigned to at least one shift assignment within a work week which begins any time at or after 12:00 noon or up to 5:59 p.m. (Number 2. above), shall receive a shift differential of one dollar and thirty five cents ($1.35) per hour for all hours actually worked during the corresponding work week.

An employee assigned to at least one shift assignment within a work week which begins any time at or after 6:00 p.m. or up to 5:59 a.m. (Number 3. above), shall receive a shift differential of one dollar and sixty cents ($1.60) per hour for all hours actually worked during the corresponding work week.

The applicable shift differential shall not be included with the employee's base rate in the calculation of pay for overtime, vacation, holiday, bereavement, jury duty, sick leave benefit, and benefits paid for absence due to an occupational illness or injury compensable under the applicable Worker's Compensation

SUNDAY DAY PREMIUM

Work assignment which involves a "Sunday"

In addition to any applicable shift differential above an employee assigned to a shift assignment which occurs on a "Sunday" shall receive an additional shift premium of one dollar and twenty-five cents ($1.25) per hour for all hours actually worked during that Sunday. For the purposes of this Sunday Premium and this Premium only this Premium would be in addition to any other applicable shift differential or overtime pay for that respective Sunday.
ARTICLE 31
ON-CALL STATUS

On-Call Status:
As directed and approved by management an employee may be assigned to be on-call for reporting to work while he/she is away from the work site. Prior to management’s official assignment of the on-call obligation the employee shall indicate the response time to the airport from the moment he/she receives notice that he/she is needed to respond.
Notification to report can be from any supervisor or manager within either the Operations or Maintenance department.
Employees assigned to an on-call duty assignment shall receive the wage rate set forth in Article 30, Appendix A-1 beginning at the time the employee is on-call until the time he/she receives notice to physically report at the facility, (unless employee is not available, see example)
Example:
Friday evening 17:30L management establishes an on-call duty assignment which includes the employee committing to a thirty (30) minute arrival response time at the facility along with the preferred contact method; the employee is subsequently notified of the on-call duty assignment for the next day, Saturday from 04:00L to 10:00L

Scenario A:
If management does not notify the employee to report to work then he/she shall be paid the hourly on-call wage as Article 30 for a total of six (6) hours

Scenario B:
If at 06:00L on Saturday the employee is notified to report to work and he/she arrives at 06:30L he/she receives two (2) hours of on-call wages (standard or overtime wages would be applicable from 06:30L forward)

Scenario C:
If at 06:00L on Saturday the employee is notified to report to work and he/she is unable to maintain original thirty (30) minute arrive time commitment then any and all on-call wages paid with respect to this on-call duty assignment are at the discretion of management

Scenario D:
If management attempts to reach the employee two (2) or more times and the employee does not confirm he/she is enroute to the airport within 10 minutes of the voice mail being left then no on-call wages are paid whatsoever

It is understood by both parties that any and all on-call wages paid to an employee for an on-call duty assignment is in consideration for the employee’s awareness and readiness to respond to the work site; however, the employee is NOT deemed to be working for the Company until he/she arrives on site at the airport.
APPENDIX A
RESERVED
APPENDIX B
CONTRACTING OUT OF WORK
FACILITIES MAINTENANCE

The Company agrees that for the duration of this Agreement which expires on August 31, 2021, so long as AFCO AvPORTS Management LLC dba AvPORTS continues to maintain the contract to operate Teterboro Airport, that no Transport Workers Union members will be laid-off due to sub-contract work being performed at Teterboro Airport.
APPENDIX C
BENEFIT SUPPLEMENTS BOOKLETS

Interpretation of the group insurance benefits will be made according to the detailed language of the related plan summaries which will have been furnished to the TWU in advance of distribution of the booklet to the employees.

In the printing of the Agreements, the benefit supplements will refer to the summary booklets in their entirety rather than to parts of them. The booklets will not be changed after publication, except as required by applicable law or regulation, without prior discussion of changes with the Union.
APPENDIX D
SENIORITY RIGHTS

It is agreed by AFCO AvPORTS Management LLC dba AvPORTS and the Transport Workers Union of America that: for the purposes of Article 7 (c), all active employees with a date of hire prior to September 1, 1995, covered under this Agreement on the date of ratification of this Agreement, shall retain full seniority rights for a period of eighty-four (84) months in the event he is laid off and not rehired.
APPENDIX E
ALTERNATE GROUP PARITY

It is understood and agreed by AFCO AvPORTS Management LLC dba AvPORTS, and the Transport Workers Union that should any AvPORTS' represented group at the Teterboro Airport Project receive, sick leave, health, or pension benefits in excess of that which is received by the TWU, under this Agreement, those benefits shall also be given to the employees covered under this Agreement.
APPENDIX F
LEAD MECHANIC
JOB DESCRIPTION

Qualifications:

- Ability to perform all the duties of an Airport Mechanic
- He/she must be able to provide appropriate leadership to the employee or group of employees which he/she is assigned to lead

Administration Procedures:

The Company has the sole right to appoint, a qualified mechanic, as determined by the Company, to the position of Lead Mechanic for one or more shifts, as it deems necessary. The Company has the sole right to assign one or more employees the temporary Lead title, leave this role vacant and/or unassign a previously assigned Lead Mechanic. The Company retains the sole right to override the Lead Job Description by instructing the Lead when he/she can and cannot delegate tasks. [Note: In the case whereby the Company removes a Mechanic from a Lead position the respective employee shall retain the Airport Mechanic wages set forth in Article 30, Appendix A-1.]

Duties:

A Lead Mechanic is a working mechanic who performs all duties of an airport mechanic, as denoted within Appendix G, and at the direction of his supervisor, will assist him/her in the performance of his duties and/or act as a working supervisor. He/she must be able to provide proper leadership to the group of employees he is assigned to.

At the same time planning and controlling the quantity and quality of the work being performed. He/she must possess the ability to train the group of employees in related technical information jobs procedures, and general shop procedures.

The Lead Mechanic shall act in the absence of the Maintenance Supervisor, Assistant Maintenance Manager or Maintenance Manager if so assigned.

The duties shall include but not be limited to:

1. Assign and direct work performed by personnel under his direction and participate in the performance of the work as required.

2. Supports all associated requirements under quality management system including tasks, documentation and written and practical tests

3. Ensure that specific, realistic goals are met in the performance and the production standards by his shop or crew.
4. Continuously monitor work schedule progress.

5. Ensure the proper recording of all work performed by shop personnel.

6. Determine that all work being performed in accordance with Company procedures.

7. Ensure that the conduct of personnel for which he is responsible is in conformance with Company regulations.

8. Ensure that all personnel under his direction follow established safety regulation and practices and use available safety devices.

9. Immediately arrange for emergency care of injured personnel and for the prompt investigation of the cause of injury and submission of required reports; make recommendations to prevent injuries to personnel.

10. Ensure that the personnel under his/her direction are qualified to perform their assigned work.

11. A Lead Mechanic is required to report to his/her supervisor or manager on a daily basis.

12. Responsible for operation of snow removal and landscaping equipment during any and all times specified by management.

13. Operate equipment as assigned, with valid a CDL.

14. Performs other duties as assigned.
APPENDIX G
AIRPORT MECHANIC - MECHANICAL AND ELECTRICAL
JOB DESCRIPTION

Qualifications:

- High school diploma or its equivalent.
- At least two (2) years’ work experience in vocational trade
- Ability to perform the duties of this classification
- Obtain and sustain a valid CDL driver’s license in the person’s state of residence
- Ability lift fifty (50) pounds, able to climb a ladder, and able to read, write, speak and understand the English language effectively

Duties:

1. Under general supervision, maintains and repairs all mechanical and electrical equipment on the airport that fall under the responsibility of the Company under contract with the airport operator.

2. Performs general maintenance of the airport facilities including the servicing, maintaining, repairing and altering of buildings and grounds (including fixtures and equipment), including such work as carpentry, masonry, plumbing, electrical, landscaping, painting, vegetation control and removal and primary snow removal; the servicing, maintaining and repairing of tools and equipment including hand tools, power tools, machine tools, vehicles and mobile equipment (including driving) provided by the Company, including such work as fabricating, repairing, assembling, disassembling, testing, inspecting, fueling, oiling and cleaning.

3. Removes assemblies, disassembles, cleans, repairs or replaces defective parts and reassembles. Locates shorts, grounds or open circuits and corrects trouble on all airport electrical systems.

4. Supports all associated requirements under quality management system including tasks, documentation and written and practical tests

5. Responsible for maintaining customer contact through positive lines of communication. Professionally representing the Company through frequent and meaningful contacts with customers.

6. Responsible for operation of snow removal and landscaping equipment during any and all times specified by management

7. Operate equipment as assigned, with valid a CDL

8. Performs other duties as assigned
APPENDIX H
AIRPORT HANDYPERSON
JOB DESCRIPTION

Qualifications:

- High School diploma or its equivalent.
- At least six (6) months’ work experience in vocational trade
- Ability to perform the duties of this classification
- Possession of and ability to sustain a valid driver’s license in the person’s state of residence (CDL driver’s license preferred)
- Ability lift fifty (50) pounds, able to climb a ladder, and able to read, write, speak and understand the English language effectively

Duties:

1. Under general supervision, assist in maintaining and repairs all mechanical and electrical equipment on the airport that fall under the responsibility of the Company under contract with the airport operator.

2. Assists mechanics in performing general maintenance of the airport facilities.

3. Assists in removing assemblies, disassembles, cleans, repairs or replaces defective parts and reassembles, painting, vegetation control and removal.

4. Supports all associated requirements under quality management system including tasks, documentation and written and practical tests.

5. Responsible for maintaining customer contact through positive lines of communication. Professionally representing the Company through frequent and meaningful contacts with customers.

6. Responsible for operation of snow removal and landscaping equipment during any and all times specified by management.

7. Operate equipment as assigned, with valid a driver’s license (CDL driver’s license if applicable).

8. Performs other duties as assigned.
SUPPLEMENT I
GROUP HEALTH CARE AND LIFE INSURANCE

Group health care and life insurance benefits and coverage for applicable TWU represented, active employees shall be as set forth in the AFCO AvPORTS Management LLC dba AvPORTS plan. The parties recognize that the actual plan and/or provisions of a plan may change, but in the event of any such change, the employees covered by this Agreement shall be covered for the same plan as that provided to exempt employees at the Teterboro Airport Project. The Company will provide the plan to its TWU-represented employees at Teterboro Airport at a rate not to exceed that paid by the management employees.
SUPPLEMENT II
RETIREMENT SAVINGS PLAN

Benefits of the plan are as set forth in the AFCO AvPORTS Management LLC dba AvPORTS plan. The parties recognize that the actual plan and/or provisions of a plan may change, but in the event of any such change, the employees covered by this Agreement shall be covered for the same plan as that provided to exempt employees at the Teterboro Airport Project.