

Agreement by and Between

**Swissport-USA Inc.**

And

**Transport Workers Union of America, Local 504, AFL-CIO**

Covering

Aircraft Mechanics

At

JFK and EWR International Airports

Effective

May 1, 2022

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## **Preamble**

THIS AGREEMENT made and entered into as of this 1<sup>ST</sup> day of May, 2022 by and between Swissport USA Inc., or its successor, hereinafter referred to as the “Company” and the Transport Workers Union of America, AFL-CIO, on behalf of its Local 504, or its successor, hereinafter referred to as the “Union”. As representative of the employees at JFK International Airport and Newark International Airport in the classification listed herein pursuant to the terms of the National Labor Relations Act, in the mutual interest of the employees and the Company to further the efficiency and economy of operations, to promote the safety and continuity of the Company efforts in the air transportation support industry, and to provide orderly collective bargaining relations between the Company and its employees, a method for the prompt and equitable disposition of grievances and for the establishment of fair wages, hours, and working conditions for its employees covered hereunder. In making this Agreement, both the Company and the employees covered hereunder recognize their duty to comply with the terms hereof and cooperate fully, both individually and collectively, for the accomplishment of the intent and purpose of this Agreement.

## **WITNESSETH**

WHEREAS, the Union represents the employees of the Company covered by this Agreement, who are members of the Union herein above named, and the said Union is authorized by said members to bargain collectively with the Company, with respect to wages, hours of work, and conditions of employment.

## **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

### **ARTICLE 1-RECOGNITION AND SCOPE**

- A. The Company recognizes the Union as the sole and exclusive bargaining agency in regard to wages, hours and other terms and conditions of employment for all employees of the Company whose work assignments (including airframes, engines, radios, components, accessories instruments, systems, furnishing and equipment) while the aircraft is on the ground, including such work as fabrication, repairing, assembling, installing, removing, testing, inspecting (except visual inspection normally performed by flight crews at or about the time of flight departure) oiling, replenishing hydraulic fluids and related cleaning. A mechanic may be required to operate air starters, air conditioners, ground power units, chock aircraft, also may be required to perform automotive, tow bar and accessory repair as required, maintain technical manuals through addition and deletion to insure comprehensive current information. A mechanic will be routinely required to ensure the acquisition and distribution of aircraft parts or any other related stock or material and the recording of such transactions at John F. Kennedy International Airport, Jamaica, New York and Newark International Airport.

It is understood and agreed that the work to be performed by the employees covered by the Agreement does not include related indirect work performed by employees such as supervisors (e.g. foremen, management specialists) instructors, engineers, draftsmen, flight crews, dispatchers, radio operators, guards, office and clerical employees.

It is understood that in an emergency, supervisors, flight crews and other employees may perform or assist in performing any work necessary to complete a particular operation. Where employees are reasonably available in point of time adequately to handle a situation on a regular or overtime basis, such situations shall not be deemed an emergency within the meaning of this paragraph.

- B. This agreement is a complete Agreement between the parties covering wages and conditions of employment. The parties hereto agree that the relations between them shall be governed by the terms of this Agreement only.
- C. It shall be a condition of employment that all employees of the employer covered by this Agreement are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the thirtieth (30<sup>th</sup>) day following the effective date of execution of this Agreement, whichever is later, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirtieth (30<sup>th</sup>) day following such employment become and remain members in good standing in the Union.
- D. The Company agrees to deduct from the wages of such employees, in accordance with the express terms of assigned authorization, the membership dues of the Union, which include monthly dues and initiation fees in the amounts designated by the Union. Said deductions shall be made out of the first payroll of each month. A check-off list shall accompany the deductions setting forth the names and the amounts of dues and initiation fees and a copy of said deductions list shall be forwarded to the local Union.
- E. It is understood and agreed that all new employees and those hired after a break in service will be regarded as probationary employees for the first ninety (90) day of continuous employment. During the probationary period, such employees will not be covered in any way by the terms and conditions of this Agreement. Probationary employees may be discharged or displaced for any reason during their probationary period without recourse to the grievance process, or any other procedure, of this Agreement.

## **ARTICLE 2-DEFINITIONS**

- A. The word “employee” as used herein shall mean an employee in the classifications covered by this Agreement.
- B. Any masculine pronoun used herein, shall be deemed and understood to designate any employee hereunder, whether male or female.
- C. The term “qualifications” used herein shall mean all requirements, other than qualifying test, which may be deemed necessary by the Company for the particular type of work performed and specified in advance in writing.
- D. The term “Crew Chief” is one of the jobs hereunder designated by management. A crew chief shall be responsible to management for the overall performance of the employees assigned to his crew. In those cases where management determines that the work to be performed requires a level of responsibility equivalent to that of a crew chief, an employee in the crew chief classification will be assigned to that function even though he has no other employees assigned directly to him.
- E. The term “qualifying test”, as used herein, shall mean the test for competency in a particular classification or type of work.
- F. The term “Department Head”, “Division Head”, or “Chief Operating Officer” as used herein shall mean such person or any other person properly designated and appointed by such official to act in his stead.
- G. The term “on call”, as used herein, shall mean the employee’s status who has been instructed to remain or stand at a station, shop, or other location in order to begin work immediately upon such work becoming available.
- H. The term “hereunder”, as used in this Agreement, shall be construed to mean and read “under all applicable provisions of this Agreement”.

## **ARTICLE 3-HOURS OF WORK**

- A. The workday shall consist of a twenty-four (24) hour period beginning at 12:00 midnight and a regular day’s work shall consist of eight (8) hours, exclusive of meal periods. In work units as mutually agreed, a mutually agreed modified workday shall consist of ten hours exclusive of meal periods. Those persons working a modified workday shall receive three (3) break periods. The third break shall be of a fifteen (15) minute duration.
- B. The workweek (and pay week) shall consist of seven (7) days beginning at 12:01 A.M. on Friday and the regular workweek schedule shall consist of five (5) workdays of eight hours each, exclusive of meal periods, within the workweek. A modified workweek shall consist of four (4) ten (10) hour days exclusive of meal periods.
- C. Each employee shall be scheduled two (2) days off during each workweek. The Company will make every reasonable effort to arrange work schedules so that, whenever practical, those days off will be Saturday and Sunday. When an employee’s days off are other than Saturday and Sunday, they shall have two consecutive days off

during the workweek. Nothing herein shall prohibit the Company from scheduling Thursday and Friday as the two consecutive days off (provided that when this is done Thursday shall be considered the second day off. When schedules are changed to Thursday and Friday off, the first Friday following such change shall be paid, if worked, at the rate of time and one half the regular rate). In the event an employee works a modified workweek he shall be scheduled three (3) consecutive days off.

- D. The starting time of shifts, whether fixed or rotating, shall be established in accordance with the needs of the service at each location.
- E. All time worked in any continuous tour of duty, including overtime, shall be considered as work performed within which the tour of duty is started.
- F. Whenever and wherever shifts are to be established the shift shall be based on customer airline schedules and company requirements. Bidding for vacancies on new shifts and days off shall be done by seniority and qualifications, provided however, that if it is necessary to transfer employees to fill a shift, the inverse order of seniority should apply. Shifts will be bid every two months.
- G. Whenever employees hereunder work more than eight (8) hours in any twenty-four hour period as a result of an extra shift, such employees shall receive only straight time for the second eight (8) hours, or portion thereof, worked during such twenty-four hour period.
- H. An employee hereunder who is required to report for a regular tour of duty without being given at least seven and one-half (7½) hours off after the completion of the previous regularly scheduled tour duty, including overtime, shall have his starting time deferred at Company request, to guarantee a seven and one-half (7½) hours rest period for which he will be reimbursed at his regular straight time rate. If the period of rest is less than seven and one-half (7½) hours, the employee shall remain at the rate of pay they were at prior to the resumption of work.

#### **ARTICLE 4-COMPENSATION**

During the period of this Agreement, the rates of pay for the classification of work covered hereunder shall be in accordance with the Wages Schedule shown in Appendix A which is incorporated herein and made part of this Agreement.

#### **ARTICLE 5-SHIFT DIFFERENTIAL**

An employee assigned to a shift, which begins at or after 5:00pm and before 5:59am shall receive a shift differential of \$0.40 cents per hour. No shift differential shall be received by an employee assigned to a shift which begins at or after 6:00am and before 5:00pm.

## **ARTICLE 6-OVERTIME**

- A. No overtime shall be compensated for unless such work is performed at the direction of and authorized by management.
- B. Overtime shall be paid at a rate one and one-half (1 ½) times the employee's base hourly rate for all hours worked in excess of forty (40) in one workweek.
- C. Double the regular hourly rate shall be paid to an employee for all work performed in excess of twelve (12) hours in any workday, for any work on the seventh (7<sup>th</sup>) day worked in a workweek, and after twelve (12) hours on a sixth (6<sup>th</sup>) day worked in a workweek, and after twelve (12) hours on a fifth (5<sup>th</sup>) or a sixth (6<sup>th</sup>) day for a modified workweek. Double the regular hourly rate shall be paid to an employee for all work performed on the sixth (6<sup>th</sup>) day of the workweek if it is the seventh (7<sup>th</sup>) consecutive day actually worked (shift change excepted).
- D. For employees on the payroll prior to April 1, 1997, double the 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 (7<sup>th</sup>) day worked in a week and eight (8) hours on a fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) day in a modified week. Double the regular hourly rate shall be paid to an employee for all work performed on the sixth (6<sup>th</sup>) day of the week if it is the seventh (7<sup>th</sup>) consecutive day actually worked (shift changes excepted).
- E. Overtime work shall be distributed within the classification as equitably as practicable.
- F. If overtime on any workday is due to a management authorized change of days off or shift by an employee, said time will be compensated at straight time rates, however, any continuous work in excess of eight (8) hours, excluding meal periods, shall be paid time and one-half. Employees requested to work overtime shall be guaranteed a minimum of one (1) hour of work.
- G. Employees shall not be required to suspend work in regular hours to absorb overtime.
- H. Premium pay for hours worked as described above shall not be paid where such hours result from change in an employee's regular shift assignment or due to a rotation of days off.
- I. Overtime rates shall be paid for not less than four (4) hours to any employee called back to work after being relieved from duty.
- J. When an employee is proffered by the Company to work on his regular days off, he shall be paid at overtime rates for all work performed on such day or days off which in no event shall be more than double his regular hourly rate.
- K. An employee whose overtime working period continues onto the following day shall continue to receive overtime rates for all overtime so worked.

### **ARTICLE 7-HOLIDAYS**

- A. The following holidays with pay shall be granted:
- |                        |                     |                  |
|------------------------|---------------------|------------------|
| 1. New Year's Day      | 4. Independence Day | 7. Christmas Day |
| 2. Employee's Birthday | 5. Labor Day        |                  |
| 3. Memorial Day        | 6. Thanksgiving     |                  |
- B. The rate of double time and one-half will be paid for work performed on Holidays covered. Employees scheduled off will be compensated at a rate time and one-half on their next scheduled workday. Holiday pay will not be paid to an employee who is scheduled to work on any holiday and fails to report for duty on said holiday.
- C. In the event that a holiday falls on an employee's day off, his next scheduled day of work shall be considered his holiday. In order to receive holiday premium pay, an employee must work the scheduled day before and the scheduled day after the holiday.
- D. The employees shall give the Company ten (10) working days' notice as to which day he elects to be the Roving Holiday.
- E. This Article applies to Fulltime Employees only.

### **ARTICLE 8-VACATIONS**

- A. Vacations will be granted to fulltime employees as follows:
1. If employed in the company for one (1) year or more, two weeks, eighty (80) hours of paid vacation.
  2. If employed in the company for five (5) years or more, three weeks, one hundred twenty (120) hours of paid vacation.
  3. If employed in the company for twelve (12) years or more, four (4) weeks, one hundred sixty (160) hours of paid vacation.
  4. If employed in the company for twenty (20) years or more, five (5) weeks, two hundred (200) hours paid vacation.
- B. An employee who completes one (1) year of service shall be paid for his accrued vacation upon termination of employment with the company, except he shall not be paid for his vacation if he has resigned without giving two (2) weeks written notice in accordance with Article 12 of this agreement, or is discharged for cause involving monetary or material loss to the Company.
- C. On request, an employee may be granted his vacation period to be split in two (2) sections, subject to approval by the Company.
- D. Employees may draw pay from their vacation at the beginning of such vacation, provided they submit their vacation request form at least two (2) weeks prior to the beginning of said vacation.

- E. Bidding for vacations will commence on November 1<sup>st</sup>, to be completed by December 15<sup>th</sup> for the following year.

#### **ARTICLE 9-SENIORITY**

- A. Seniority shall commence on the date of employment by the company in any classification under this agreement, subject to Article 1, Section E. New employees who are hired on the same date will have their seniority determined by the last four (4) digits of the employee's social security number. The employment after a layoff shall be governed by seniority provided the employee is qualified.
- B. Seniority will govern choice of shifts, days off and vacations within each classification of employees within each work unit. For the purpose of this paragraph, the work unit is Aircraft Mechanic. New customer accounts may be established as separate work units.
- C. Where Management determines that a reduction in the work force is necessary, they shall layoff the most junior employee(s) in the classification(s) within the work unit where the reduction is required. In the event of any such layoff, employees may accept the layoff or may exercise their seniority to displace the most junior employee within the same classification under the agreement, provided the employee has the same qualifications.
- D. Re-employment after a layoff shall be on a seniority basis, to the extent the employee is qualified. An employee who demotes at the time of layoff or demotes and is subsequently laid off shall have recall rights to the classification offered.
- E. Prior to hiring new employees, the most senior man on layoff shall be offered reemployment, provided he is qualified to fill the available opening. Credit shall be given for an employee's length of service prior to the layoff in determining the pay bracket applicable when the employee is reemployed in the same or lower classification. The Company shall send a notice of hiring by registered mail to the last address on file. If the employee fails to report to work within two (2) weeks thereafter, he shall lose all seniority rights.
- F. The Union shall receive a copy of each notice of rehiring. Upon receipt of this notice, an employee must notify the Company within three (3) days as to whether he will elect to return within two (2) weeks or less, or if he decides to remain on layoff status. Failure to make such notification in three (3) days will result in his loss of seniority rights.
- G. New employees shall be considered on probation for a period of ninety (90) calendar days or sixty-five (65) workdays, whichever is greater, from the date of hire.
- H. Seniority rights of an employee who has been laid off shall terminate if they are not rehired within thirty-six (36) months after layoff.
- I. A seniority list, giving names, date of employment and job classification shall be provided to the Union one (1) month after the signing of the Agreement, and semiannually thereafter. A list of additions and separations will be provided monthly. Employees in the classifications covered hereunder who leave that employment to become supervisors shall neither retain nor accrue seniority.

- J. An employee who is discharged for cause or who resigns from the service of the Company shall lose all seniority rights.

**ARTICLE 10-LEAVE OF ABSENCE**

- A. Upon approval of the Company, a leave of absence without pay of up to ninety (90) days may be granted an employee. During such leave, the employee's seniority shall accumulate but the employee shall not be entitled to any other benefits granted under this contract except the right to return to work upon termination of his leave.
- B. If such leave is extended by the Company, the employee will retain, but will not accrue seniority, except that seniority shall continue to accrue on leave for union business. An employee accepting gainful employment on leave of absence, except as specifically approved in writing by the Company, automatically terminates employment with the Company.
- C. Employees who because of a bonafide illness or pregnancy who then require time off will be granted appropriate leaves of absence. Seniority will continue to accrue during such leave, but in no event will seniority accrue for more than one (1) year.

**ARTICLE 11-MILITARY LEAVE & RETENTION OF SENIORITY**

- A. The reemployment and seniority status of any employee, who while in the active service of the Company, entered the Armed Services or the Merchant Marines of the United States shall be governed by the provisions of the Selective Service Act of 1948 as amended or other applicable law.
- B. Employees on the leave of absence for military training shall be granted a leave of absence up to a maximum of twenty-one (21) calendar days and shall accrue seniority and the length of service credit for pay purposes for the time so spent on such leave. A copy of the military training orders shall be presented to the Company prior to approval and commencement of such leave. Compliance failure shall categorize such leave as unauthorized.
- C. When military training leave of not to exceed two (2) weeks is granted, time spent on such leave shall not affect the employee's wage review period, vacation accrual, or seniority.

**ARTICLE 12-TERMINATION OF EMPLOYMENT**

- A. Employees shall give the Company two (2) weeks-notice of resignation in writing.
- B. Employees laid off through no fault of their own shall be granted two (2) week's-notice in writing.
- C. This requirement of notice, set forth in B above, shall not apply in the event of sudden cessation or curtailment of operations caused by an act of God, or by an order of the government, or by an action of the air carrier or its employees, or by an emergency affecting passengers, cargo or mail.

### **ARTICLE 13-PAID SICK LEAVE**

- A. The employees and the Union recognize their obligation to prevent absence for reasons other than illness or injury or other abuse of the sick leave privilege and pledge their cooperation to the Company to prevent abuse. Therefore, it is agreed that the Company may establish a reasonable sick leave control program to include:
  - 1. Oral Warning
  - 2. Letter of Warning
  - 3. Letter of Reprimand
  - 4. Minor suspension (not to exceed three (3) days)
  - 5. Major suspension (not to exceed five (5) days)
  - 6. Discharge
  - 7. To include six (6) months review with reverse progression of administrative action from item 5 to 1 when improvement is evident.
- B. During the probationary period, employees are not to receive sick leave. An employee who shall have completed the probationary period shall be credited with twelve (12) hours of sick leave and thereafter an employee shall accrue one (1) day sick leave, based upon an eight (8) hour day for every calendar month of service with the company up to a maximum of forty-eight (48) hours in any calendar year.
- C. Days absent due to illness of the employee shall be paid from such accumulated sick leave. Payment shall be based upon the employee's regular straight time rate multiplied by the scheduled hours for each day.
- D. The Company will pay sick time in the same pay period as the absence and prior to written authorization by the employee.
- E. Upon retirement, unused accrued sick leave will be paid in cash to a maximum of six hundred (600) hours of the current dollar value at retirement date. The accrual will be based on five (5) unused sick days per year, to a maximum of seventy-five (75) days total commencing upon reaching fifty-nine (59) years of age. The Company will inform the individual employee yearly of the accumulated days in their fund.
- F. An employee will not be paid sick time unless he notifies his supervisor in accordance with Article 22, Absence from Duty, hereof, prior to the start of his scheduled work shift. At that time, he must give the following information: Name, shift, nature of sickness, place where sick and expected duration of sickness.
- G. An employee who is under a doctor's care and expects to be absent for more than three (3) days, may be excused from making daily calls if he stated in his original call the length of time he expects to be absent. In a case where the absence is extended for more than one (1) week, an additional call must be made at the end of each seven (7) day period.
- H. When an employee's illness is for three (3) days or more, a doctor's certificate for all absences of one (1) to three (3) days may be required in order for an employee to be

eligible for sick leave pay. The Company reserves the right to require such certificates whenever unusual circumstances indicate probable abuse of the sick leave policy.

- I. The provisions for sick leave accumulation and payments are designed to compensate employees for actual illness and shall in no event be construed to secure the employees additional vacation or holiday pay. Employees can elect to sell back, at 50%, up to five (5) unused sick days per year. Employees must notify the Company in writing before November 30, of each year, of their intent to sell back sick leave. The Company will pay out unused days prior to the end of the year.
- J. An employee will be allowed four (4) personal days off per year, without pay, with the option of using four (4) sick days for personal business provided however, that he notifies his supervisor three (3) working days in advance. In the event of personal emergencies, twenty-four (24) hours' notice is required.

#### **ARTICLE 14-WORK CLOTHES**

- A. Where employees are required by the Company to wear the standard two (2) piece uniform, the employees will be provided five (5) shirts and five (5) pants and said uniforms shall be furnished by the Company. The Company will provide one (1) pair of thermal coveralls, one (1) parka, and one (1) light spring jacket to each employee. The Company will replace worn items as required.
- B. Specialized work clothing shall be furnished by the Company.
- C. For employees in the aircraft maintenance department the Company will provide theft insurance for the employee's tools with a 5% deductible clause. A written appraisal of a mechanic's tools must be given to the Company prior to the loss to be eligible for insurance payment. The inventory must be presented to the Company Maintenance Manager who shall visually inspect the tools and see they are properly secured. Only tools on the Company Required Tool List are subject to insurance. See Article 23, Section "I".

#### **ARTICLE 15-BULLETIN BOARDS**

The Company shall provide a bulletin board for use by the Union. All postings placed on such bulletin board shall relate solely to official Union business and have the official signature of the Union.

#### **ARTICLE 16-EQUAL TREATMENT**

The provisions of the Agreement shall apply equally to all employees regardless of sex, color, race, creed, or national origin.

**ARTICLE 17-GENERAL BENEFITS**

General benefits established by the Company hereinafter shall be continued unless changed by mutual consent or by resort to process of Article 28 of this Agreement.

**ARTICLE 18-PAYDAYS**

Checks shall be available on Friday following the workweek and cashed on the premises or employees shall be permitted to cash checks on the premises or employees shall be permitted to cash checks on company time.

**ARTICLE 19-MEAL PERIODS**

- A. Meal periods shall be thirty (30) minutes, except when a longer period is agreed upon between the parties.
- B. Meal periods shall be scheduled not earlier than three (3) hours after the employee's regular reporting time and shall end before the fifth (5<sup>th</sup>) hour. However, when it is required that an employee work through his regular meal period, up to the sixth (6<sup>th</sup>) hour, the employee shall receive a "late lunch" paid at forty-five (45) straight time minutes of pay. If an employee is required to take lunch, "No Lunch", beyond the sixth (6<sup>th</sup>) hour, the employee shall receive seventy-five (75) straight time minutes of pay.
- C. Example, assuming a work shift of 0800 to 1630:  
Early Lunch: 0900 to 0930, 0930 to 1000, 1000 to 1030  
Regular Lunch: 1100 to 1130, 1130 to 1200, 1230 to 1300  
Late Lunch: 1330 to 1400, 1400 to 1430  
No Lunch: 1430 to 1500, 1500 to 1530, 1530 to 1600, 1600 to 1630

**ARTICLE 20-NO STRIKE-NO LOCK OUT**

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 and the employees agree that they will not cause or call any strike, picketing, sit-down, slow down or stoppage of work.

**ARTICLE 21-MANAGEMENT CLAUSE**

- A. The right to hire, promote, evaluate, train, transfer, assign, discharge, or discipline for cause and to maintain discipline, efficiency and productivity of employees is the sole responsibility of the Company, provided it is not in conflict with any express provisions in this agreement. In addition, it is agreed upon and understood that the equipment to be used, the location of plants, hangers, facilities, stations and offices, the scheduling of employees, the overhaul, repair and servicing of airplanes are the sole and exclusive function and responsibility of the Company. The Company reserves the right to assign any of its employees to any customer it services,

provided such assignment does not conflict with this Agreement. Notwithstanding, the parties acknowledge that a customer may make requests concerning the assignment of certain employees to or from its aircraft. Such customer requests shall be made in writing and a copy shall be given to the Union and the employee.

- B. The above Management Rights shall not exclude other management rights not specifically enumerated.
- C. It is agreed that any and all rights granted to the employees as a result of this Agreement shall be limited to those periods for which this Agreement is actually in force. Upon the expiration of this Agreement, it is expressly understood and agreed that all rights and benefits contained herein shall terminate immediately.

#### **ARTICLE 22-ABSENCE FROM DUTY**

- A. An employee hereunder shall not be absent from duty without prior permission, except for reason of sickness, injury, or other justifiable cause beyond the control of the employee.
- B. An employee hereunder who is prevented from reporting for duty for reason of sickness, injury, or other justifiable cause beyond the control of the employee, shall promptly notify his Absence Control Center, as established by the Company, of his inability to report for work giving the reason for his absence. Such notice will not be considered if given less than two (2) hours before the employee's regularly scheduled starting time if he has a starting time from 0300 to 1000, and will not be considered if given less than three (3) hours before the employee's regularly scheduled starting time for any other starting tour, except when prevented by circumstances beyond the employee's control, which must be substantiated. The employee must submit a written statement of these circumstances to the Absentee Control Center immediately upon his return to employment.

#### **ARTICLE 23-GENERAL**

- A. The Union shall have the right to confer with management on heating, lighting, and ventilation, transportation to and from the fields and stations, on eating and drinking facilities and on sanitary and safety conditions.
- B. In case of death of one of the parents, grandparents, children, brother or sister, current father/mother in law, or spouse of an employee, the employee will be entitled to receive a maximum of three (3) work days off with pay.
- C. No employee will be required to participate in a bomb scare investigation against his wishes. Upon completion of a bomb scare investigation, the employees will be required to return to work. The Company will provide death and permanent disability insurance coverage.
- D. Before the end of each shift, employees will be allowed ten (10) minutes wash up time.

- E. Employees covered hereunder, who are required to serve as jurors, shall receive the difference between their jury pay and their regular straight time wages while so serving. Employees shall be required to present to the employer evidence that he did in fact serve.
- F. Any employee required to attend training classes will be scheduled as a normal scheduled work event and applicable pay rates shall apply, as outlined in this agreement. Any employee required to attend training classes away from the station will receive compensation not to exceed eight (8) hours per day at straight time rates for time spent in travel, waiting, and training. Any travel required after the regular workday eight (8) hours will be compensated at a rate of time and one-half for the succeeding eight (8) hours travel and waiting.
- G. When requested by the Company, employees will apply and obtain a passport for travel purposes. The responsibility for maintaining a current and valid passport shall remain with the employee, however, all related cost for the application and subsequent renewal shall be borne by the Company. Approval is required from the Director of Aircraft Maintenance to take paid training offsite.
- H. When mechanics are sent to countries outside the U.S.A., for training purposes, established local practices should govern the conditions under which employees covered by this Agreement will work. For example, to take into consideration an extended lunch time of say two (2) hours duration, there will be no overtime compensation and the combined lunch and instruction time should not exceed ten (10) hours exclusive of travel time to and from the training site.
- I. In the event of a total loss by an employee of their tool bag as a result of fire or theft while the bag is located on company property or in travel on a work assignment, the employee will assume the first five percent (5%) of replacement cost and the Company will provide up to \$1,500.00 towards the balance of the replacement tools and bag. Only tools on the Company Required Tool List are subject to insurance.

#### **ARTICLE 24-HOSPITALIZATION**

For those employees on the fulltime seniority list, the following hospitalization benefits will apply:

- A. The Company shall offer medical, dental and vision benefits to all fulltime employees (30 hours or more), consistent with the Affordable Care Act or as required by local law or administrative procedure of the Port authority. The plan design and contributions by the employees shall be equal to that offered by the Company to the Administrative group.
- B. Cash payments will be paid in lieu of said insurance.
- C. Effective upon reaching agreement, the Company shall furnish and pay, for all employees who were members of the bargaining unit (One Year's Salary) life insurance.

- D. The Company will allow payroll deduction to a LTD plan 100% deduction on the part of the employee.

#### **COORDINATION OF BENEFITS**

To avoid duplication of benefits – a situation that arises when two (2) plans pay for the same dollar or medical expense – a coordination of benefits provision has been included in our Group Plan. This provision will coordinate the health benefits payable as described on the preceding pages of the Agreement, with similar benefits payable under other plans. The other plans are those which provide benefits or services in connection with medical, dental, or treatment towards the cost of which any employer, other than the Company, makes contributions or for which any employer, other than the Company, makes payroll deductions and any government or tax supported program, other than Medicare.

#### **ARTICLE 25-EMPLOYEE RETIREMENT SAVINGS PLAN 401(k)**

The Company will provide that the Swissport North America Holdings, Inc. 401(k) Savings and Retirement Plan shall be made available to those eligible employees covered by this Agreement.

In accordance with provisions of the plan:

1. Employees may contribute from one percent (1%) up to and including Eighty percent (80%) of their qualifying compensation as defined in the plan in increments of one percent (1%) on a pre-tax basis, subject to IRS limits.
2. Employees who are at least fifty (50) years old and are contributing at the IRS dollar contribution limit, may make an additional “catch-up” contribution of their qualifying compensation as defined in the plan in increments of one percent (1%). Contributions made to another employer’s qualified defined contribution plan (401k plan) are not taken into consideration for determining eligibility to participate in the catch-up contribution provision.
3. The employee’s contribution may be invested in any offered option.
4. The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment option.
5. Employees are always fully vested in their pre-tax, catch-up, company match, and rollover contributions and investment earnings on these amounts.

The Employer shall qualify, re-qualify and amend the Swissport North America Holdings, Inc. 401k Savings and Retirement Plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to

comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the Swissport North America Holdings, Inc. 401k Savings and Retirement Plan or which are either necessary or desirable in order to qualify the Swissport North America Holdings, Inc. 401k Savings and Retirement Plan under the applicable provisions of the Internal Revenue Code. It is understood that the Company has the exclusive right to make changes to the Swissport North America Holdings, Inc. 401(k) Savings and Retirement Plan, including, but not limited to, adding or discontinuing plan provisions and such decisions are not subject to the grievance procedure. If the Company discontinues the plan, employee assets will be preserved and may be rolled over in accordance with IRS regulations. The eligibility criteria, enrollment procedures, company match, and any other provision not noted in this agreement shall be the same as the plan provided by the Company to its salaried, non-union represented employees. Any changes to the plan will apply equally to employees covered by the collective bargaining agreement.

Currently the employer match formula is as follows:

**Swissport will match the first three percent (3%) the employee contributes at one hundred percent (100%). For the next two percent (2%) contributed by the employee, Swissport will match at fifty percent (50%).**

#### **ARTICLE 26-COMPLIANCE AND ENFORCEMENT**

- A. Any decision or agreements relating to the interpretation or applicability of this Agreement, mutually agreed to by the Company and the Union, shall be binding on every individual employee claiming, or entitled to, the benefits of this Agreement.
- B. The Company may discharge or discipline any employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, or any just and proper cause.
- C. The Union may select and designate one (1) representative for the fields, stations, and other working units as may be necessary for the purpose of representing the employees under the terms of this Agreement.
- D. Any employee who is suspended, discharged, or otherwise disciplined, shall have an opportunity to be heard by the Chief Officer of his department. Suspension without hearings shall be authorized by managers but not line supervisors. In the event of such suspension, the hearing will be held not later than the following business day.
- E. During the probationary period, an employee may be discharged, or disciplined, at the Company's option without recourse to the grievance procedure.
- F. Any employee who has a grievance, complaint, or feels he has been unjustly dealt with may within five (5) days submit his grievance to the department head, who thereupon will either hear the same or designate a representative to hear the same.

Within four (4) days of receipt by the Company of such submission in writing a hearing will be held. A notice of the hearing shall be given to the employee involved and the Union by standard contact methods at least twenty-four (24) hours prior thereto. Immediately after each hearing the Company shall enter its decision.

- G. There shall be established under this Agreement a "Field Board" which shall have scheduled meetings at those times the Board determines appropriate for the purpose of considering grievances or other complaints or problems which arise from time to time. Grievances which are not satisfactorily settled under paragraph F above, must be submitted to the Field Board within fifteen (15) days after the Company's answer. These time limits may be waived by mutual agreement. Decisions of the Field Board shall be final.

If the Union and the Company cannot come to an agreement as to the disposition of such grievances or complaints brought under paragraph F and heard in paragraph G, such grievances or complaints may be appealed to arbitration within fifteen (15) days after the impasse of the Field Board. Time limits may be waived by mutual agreement. In case of a dispute between the parties hereto arising out of the interpretation of any provision of this Agreement or contract, then in such case at the written request of the party desiring arbitration, as herein provided, and given to the other party within fifteen (15) days of intent to arbitrate, the matter shall be submitted for a decision to an arbitrator selected from a panel provided by the New York State Board of Mediation.

After both the Union and the Company have been given the opportunity to be heard and to submit such proof as may be desired, the decision, in writing, of such arbitrator shall be binding and conclusive upon the employees to whom this agreement applies and upon all the parties thereof.

In the event that the parties cannot agree upon the time and place to be fixed for such hearing, said arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing. Notice shall be by certified mail in conjunction with email. Once the certified mail has been sent it shall be deemed to have been received. Upon receipt by the parties herein, such arbitrator shall proceed in accordance with the provisions of Article 84 of the Civil Practice Act of the State of New York and any party thereto may proceed with respect to such arbitration under and pursuant to the provision of said Article 84 of the Civil Practice Act.

- H. In amplification of any and all rights which said arbitrator, and any party hereto, may have pursuant to this Agreement or by the operation of law, it is agreed that in the event of any the parties hereto, said arbitrator may, as part of his decision award, finding or directions, issue any and all mandatory directions, prohibitions and orders

as he may deem necessary or advisable, directed to or against any party breaching this contract or threatening the breach of same, or any part hereto and in such any party in whose favor such award, direction, prohibition or order shall have been made by said arbitrator may thereupon apply to the Supreme Court of the State of New York for the county of New York (that being the Court hereby specified to have jurisdiction) for the conformation of said award, direction, prohibition or order, and for the enforcement thereof, with the same force and effect and in the same manner, and pursuant to the same proceeding and construction thereof as if such award, direction, prohibition or order were made pursuant to said Article 84 of the Civil Practice Act of the State of New York.

- I. The fees of the arbitrator shall be borne equally by the Company and the Union.
- J. In the event an employee is absent on an extended illness and returns with a doctor's certificate showing him ready to resume his duties and is subsequently examined the company doctor and found not to be physically able to resume normal duties, the parties shall choose a disinterested specialist, in the medical field involved, to make a final and binding determination in the same manner of other disputes as outlined in Paragraphs H and I above.
- K. All letters of a disciplinary nature concerning a particular offense shall be removed from the files of an employee hereunder if no letters concerning the same offense are forthcoming for a period of one (1) year, with the exception of offenses for an FAA violation or safety issue which will be removed no later than two (2) years.

#### **ARTICLE 27-CONSOLIDATION OR TRANSFER**

This Agreement shall be binding upon the parties hereto, their successors assigns and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereby, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto. This provision shall not apply if this operation reverts back to the individual airline companies.

#### **ARTICLE 28-UNION SHOP AND CHECKOFF**

- A. All new employees shall become members of the Union within thirty (30) days after initial employment by payment of initiation fees and dues and shall remain a member of the Union in good standing thereafter.
- B. Should any employee cease to be a member in good standing of the union for the non-payment of dues, he shall, after two (2) weeks' notice in writing to the Company, no longer be eligible for employment and shall be dismissed.
- C. The Company shall deduct union dues, initiation fees, and COPE contributions from the employees upon proper authorization provided by the employee and shall forward such monies to the Local Union.

- D. The Company agrees to allow the Union ten (10) minutes to address new hires during their initial training period on Company schedule.

**ARTICLE 29-PART TIME HELP**

- A. In order to meet the aircraft maintenance requirements of our customer's airlines, the Company may hire part-time aircraft mechanics.
- B. A part-time aircraft mechanic will not be scheduled to work more than thirty (30) hours per week but may exceed thirty (30) hours due to late flights, disruptions, and other similar emergencies beyond the control of the Company.
- C. Overtime shall be paid at a rate of one and one-half (1 ½) times the employee's base rate for all hours worked in excess of forty (40) hours in one workweek. For all hours worked on a paid holiday as listed below shall be paid at time and one-half of the hourly rate:

|                |                  |                     |
|----------------|------------------|---------------------|
| New Year's Day | Labor Day        | Employee's Birthday |
| Memorial Day   | Independence Day | Thanksgiving Day    |
| Christmas Day  |                  |                     |

Part-time mechanics shall receive the same pay rate but statutory benefits only will apply.

- D. Any part-time employee called into work to support an "on-call" event shall be guaranteed a minimum of three (3) hours work and three (3) hours wages.
- E. Uniforms: where employees are required by the Company to wear the standard two (2) piece uniform, the employees will be provided three (3) shirts and three (3) pants, such uniforms shall be furnished by the Company. The Company will provide one (1) thermal coveralls, one (1) parka, and one (1) light (spring) jacket to each employee. The Company will replace worn items as required.
- F. Part-time employees are eligible to participate in the 401(k) Employee Retirement Savings Plan.
- G. Part-time help shall be entitled to statutory benefits only unless otherwise specified within this Article.

**ARTICLE 30-SUBSTANCE ABUSE**

- A. Employees entering, and during, the service of the Company are required to take substance abuse screening examinations as specified by the Company. The Company will pay the cost of such examinations. When Company rules or FAA regulations require, the Company shall require an employee to submit to further examination for incidents such as:
  - 1. During this employment when involved in any type of accident or injury requiring treatment at JFK Medical Center or a Company designated facility:
  - 2. During this employment when outward physical appearance may subjectively

suggest the presence of some physical or medical problem:

3. When randomly selected under the Company Drug and Alcohol Plan:
  4. Upon return from an approved leave of absence, or:
  5. When recalled to service after a layoff due to a reduction in force.
- B. Any such information obtained by result of a Company physical examination shall be strictly confidential and shall not be divulged by management to any other person without the written permission of the employee.

**ARTICLE 31-DURATION OF THE AGREEMENT**

This Agreement shall become effective on the 1<sup>st</sup> of May 2022 and shall continue in full force and effect until 11:59 p.m. on the 30<sup>th</sup> of April 2027.

IN WITNESS THEREOF:

For: **SWISSPORT USA, INC.**

|           |         |       |
|-----------|---------|-------|
| _____     | _____   | _____ |
| SIGNATURE | PRINTED | DATE  |

For: **TRANSPORT WORKER'S UNION of AMERICA, AFL-CIO, LOCAL 504**

|           |         |       |
|-----------|---------|-------|
| _____     | _____   | _____ |
| SIGNATURE | PRINTED | DATE  |

**APPENDIX A**  
**AIRCRAFT MECHANICS HOURLY RATES**

FULLTIME AND PART-TIME – MECHANIC

| <b><u>Pay Scale</u></b> | <b><u>Rate</u></b> |
|-------------------------|--------------------|
| Start                   | \$23.00            |
| After one (1) year      | \$24.00            |
| After two (2) years     | \$25.00            |
| After three (3) years   | \$26.00            |
| After four (4) years    | \$27.00            |
| After five (5) years    | \$28.00            |

- A. Effective May 1 of each year of the contract employees with more than five (5) years of service shall receive a two and a half (2 ½) percent increase to their base rate.
- B. Lead premium shall be paid at \$1.00/hour. The number and selection of leads shall be at the discretion of the Company.

**ARTICLE 31-DURATION OF THE AGREEMENT**

This Agreement shall become effective on the 1<sup>st</sup> of May 2022 and shall continue in full force and effect until 11:59 p.m. on the 30<sup>th</sup> of April 2027.

IN WITNESS THEREOF:

For: **SWISSPORT USA, INC.**



SIGNATURE

Brad Muffett

PRINTED

8/1/2022

DATE

For: **TRANSPORT WORKER'S UNION of AMERICA, AFL-CIO, LOCAL 504**



SIGNATURE

Robert L. Payne

PRINTED

7-27-2022

DATE