Agreement
Between
Swissport-USA INC.
And
Transport Workers Union Of America, AFL/CIO
Covering
Aircraft Mechanics
At
JFK And EWR International Airports
Effective
March 1, 2014
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Preamble

THIS AGREEMENT made and entered into as of this 12th day of September, 2014 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 a 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 the employees covered hereunder: In making this agreement, both the Company and the employee 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 employee 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 I-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, and perform automotive, equipment, tow bar and accessory repair as required, maintain technical manuals through addition and deletion to ensure 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, guard, 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 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) day following the effective date of execution of this agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employment that all employees covered by this agreement and hired on or after its effective or execution date, whichever is later, shall on thirtieth (30) day following the beginning of 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 expresses terms of assigned authorization so to do, the membership dues of the union, which include monthly dues and initiation fees in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month. A check off list shall accompany the deductions setting forth the names and amounts of dues; 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 continuity of service will be regarded as probationary employees for the first ninety (90) days 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 disciplined for any reason during their probationary period without recourse to the grievance or any other procedure of this agreement. If still retained in employment at the end of the probationary period, the employee’s seniority date shall be the date of first beginning employment.
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” as used herein shall mean all requirements, other than qualifying test, which may be deemed necessary by the Company for the particular type of work to be performed, and specified in advance in writing.

D. The term “Crew Chief” is one of the jobs hereunder designate by management. A crew chief shall be responsible to management for all 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 Crew chief, an employee in the crew chief classification may 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 terms: ‘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 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 a modified day shall consist of ten meal periods. In work units as mutually agreed a modified day shall consist of ten (10) hours, exclusive of meal periods. Those persons working a modified workday shall receive (3) break periods. The third break shall be of a fifteen (15) minute duration.

B. The work week (and pay week) shall consist of seven (7) consecutive days beginning at 12:01 A.M. Friday and the regular workweek schedule shall consist of five (5) workdays of eight hours each within the workweek. A modified workweek. A modified workweek shall consist of four (4) ten (10) hour days exclusive of meal pay.
C. Each employee shall be scheduled two days off during each work week. The company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days off shall be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they shall have two (2) consecutive days. Nothing herein shall prohibit the Company from scheduling Thursday and Friday as two consecutive days as the two consecutive days off (provided that when this is done Thursday shall be considered the second schedule day 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 week schedule he shall be scheduled (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 on the workday 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 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 (2) months.

G. Whenever employees hereunder work more than eight (8) hours in any twenty-four (24) hour period as a result of shift, such employees shall receive only straight time pay for the second eight (8) hours, or portion thereof, worked during such twenty-four (24) 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 (7 1/2) hours off after the completion of the previous regularly scheduled tour of duty, including overtime, shall have this starting time deferred at Company request, to guarantee a seven and one-half (7 1/2) hours rest period for which he will be reimbursed at his regular straight time. If the period of rest is less than seven and one-half (7 1/2) hours, the employee shall remain at the rate of pay he/she was at prior to 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 AND MISCELLANEOUS PAY

A. Effective upon ratification, an employee assigned to the Airworthiness Release for an aircraft at the specific direction of a supervisor, shall be paid a premium of $1.00 per hour for the shift on which his sign-off is required.

B. An employee assigned to a shift, which begins at or after 5:00 P.M. and before 5:59 A.M. shall receive a shift differential of 40 cents per hour. No shift differential shall be received by an employee assigned to a shift which begins at or after 6:00 A.M. and before 5:00 P.M.

C. A license premium will be paid for all the hours worked which shall be total of $1.75.

ARTICLE 6- OVERTIME

A. No overtime shall be compensated for unless such work is performed at the direction of, and authorized by Management.

B. Time worked in excess of eight (8) hours a day, ten (10) hours for a modified day, exclusive of meal period, or time worked on the sixth (6) day worked in a standard worksheet, fifth (5) and sixth (6) day in a modified week, shall be considered overtime and shall be paid at the rate of time and one-half.

C. 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) worked in a work week, and after twelve (12) hours on a sixth (6th) day worked in a workweek. And after twelve (12) hours on a fifth (5th) or sixth (6th) day modified week. Double the regular hourly rate shall be paid to an employee for all work performed on the sixth (6th) day of the workweek if it is the seventh (7th) consecutive day actually worked (shift change expected)

D. For employees on the payroll prior to April 1, 1997, 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) day worked in a work week and eight (8) hours on a fifth (5th) or sixth (6th) day worked in a modified week. Double the regular hourly rate shall be paid to an employee for all work performed on the sixth (6th) day of the week if it is the seventh (7th) consecutive day actually worked (shift change expected)

E. Overtime work shall be distributed within the classification as equitably as practicable.

F. If overtime on any workday is due to management authorized change of days off or shift by 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 at time and one-half. Employees requested request 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 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 rate.

K. An employee whose overtime working period continues into 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
2. Employee’s Birthday
3. Memorial Day
4. Labor Day
5. Thanksgiving
6. Christmas Day
7. Independence Day

B. The rate of double time and one-half will be paid for work performed on Holidays covered. Employees schedule off will be compensated at a rate of time and one half on their next schedule work day. 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 scheduled 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.

**ARTICLE 8- VACATIONS**

A. Vacations will be granted to full-time employees as follows:

1. If employed in the company for (1) year or more, eighty (80) hours (two (2) weeks) of paid vacations
2. If employed in the company for five (5) years or more, one hundred twenty (120) hours (three (3) weeks) of paid vacation.

3. If employed in the company for twelve (12) years or more, one hundred sixty (160) hours (four (4) weeks) of paid vacation.

4. If employed in the company for twenty (20) years or more, two hundred (200) hours (five (5) weeks) of paid vacation.

For the purpose of computing length of service for eligibility for three (3) weeks vacation provided, the total service of an employee in the company shall be used without regard to continuity of such service.

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 of his discharge for cause involving monetary or material loss to the company.

C. On request, an employee may be granted his vacation period 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 1st, to be completed by December 15th 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 above. 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 layoff shall be governed by seniority provided that 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 mechanics.

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 layoff shall be on a seniority basis, to the extent the employee is qualified. An employee laid off shall have his original classification. 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 re-employment, 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 re-employed in the same or lower classification. The Company shall send a notice-hiring by registered mail to the last address on the file, and 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 re-hiring. 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 all seniority rights.

G. New employees shall be considered on probation for a period of ninety (90) calendar days or sixty-five (65) work days, whichever is greater, from the date of hiring.

H. Seniority rights of the employee been laid off shall terminate if they are not re-hired within thirty-six (36) months after layoff.

I. A seniority list giving names, date of employment and job classification shall be furnished the Union one (1) month after the signing of the Agreement, and semi annually thereafter. A list of additions and separations will be furnished monthly. Employee 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 the 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 bona fide illness or pregnancy 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 re-employment and seniority status of any employee hereunder, 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 and Training 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 length of service credit for pay purposes for the time so spent on such leave. A copy of the military training orders shall be lodged with the Company prior to approval and commencement of such leave. Compliance failure shall categorize such leave as authorized.

C. When military training leave of not exceed two (2) weeks is granted, time spent on such leave shall not be 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) weeks’ notice in writing.

C. This requirement of notice, set forth in B above, shall not apply in the event of sudden cessation of curtailment of operations caused by an act of God, or by an order of Government, or by an action of an air carrier or to employees, or by an emergency affecting of 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 sick leave privilege and pledge their cooperative 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 other calendar month of service with the company up to maximum of forty-eight (48) hours in any calendar year.

C. Days absent due to illness of the employee shall be paid for from such accumulated sick leave. Payment shall be based upon the employee’s regular straight time rate multiplied by scheduled hours for each day.
D. The company will pay sick time in the same pay period as the absence and prior to writing authorization by the employee.

E. Upon retirement unused accrued sick leave will be paid in cash to a maximum of six hundred hours (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 his or her fund.

F. An employee will not be paid sick time unless he notifies his supervisor in accordance with Article 23, 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 a daily call if he stated in his original or subsequent call the length of time he expects to be absent. In 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 sickness is for three (3) day or more, a doctor’s 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 certificates whenever unusual circumstances indicated probable abuse of the sick leave policy.

I. The provisions for sick leave accumulations and payments are designed to compensate employees for actual illness and shall in no event be construed so as to secure the employees additional vacation or holiday pay. Employees can elect to sell back at 50% up to (5) unused sick days per year. Employees must notify the Company in writing before November 30. Company will payout unused days prior to end of calendar 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, Employees will be provided five (5) shirts and five (5) pants, such uniform 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. 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 employee’s tools with a 5% deductible clause. Written appraisal of a mechanic’s tools must be given to the Company prior to the loss to be eligible for insurance payment, inventory presented to the Company Maintenance Manager visually inspected and properly secured.

See Article 24, Paragraph “K”.

ARTICLE 15- BULLETIN BOARDS

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

ARTICLE 16- EQUAL TREATMENT

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

ARTICLE 17- GENERAL BENEFITS

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

ARTICLE 18- PAY DAYS

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 (5th) hour. However, when it is required that an employee work through his regular meal period, up to the sixth (6th) 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 (6th) hour, the employee shall receive seventy-five (75) straight time minutes of pay.

C. Example, assuming a work shifts of 0800 to 1630:

<table>
<thead>
<tr>
<th>Early Lunch</th>
<th>Regular Lunch</th>
<th>Late Lunch</th>
<th>No Lunch</th>
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ARTICLE-20 NO STRIKE-NO LOCKOUT

As this Agreement provides for the amicable adjustment of any 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 employees agree that they will not cause or call any strike, picketing, sit-down, stay-in, 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 the 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, hangars, 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, a copy shall be given to the Union and the employee.
B. The above enumerated management rights shall not exclude other management rights not specifically enumerated.

C. It is agreed that any and all rights granted to employees as a result of this Agreement shall be limited to those periods while 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, in writing, 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 control of the employee, shall promptly notify his Absence Control Center, as established by the Company, of his inability to report to for work giving reason for this absence. Such notice will not be considered if given less than two (2) hours before 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 of heating, lighting and ventilation, or transportation to and from fields and stations, on eating and drinking facilities and or sanitary and safety conditions.

B. In the case of death of one of the parents, grandparents, children, brothers or sisters, or 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. The Company shall furnish the Union with copies of all job bids at the time they are posted and shall furnish the Union names of the successful bidders at the time such names are posted.

D. 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 work. The company will provide death and permanent disability insurance coverage.

E. Before the end of each shift, employees will be allowed ten (10) minutes wash up time.
F. Employee 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.

G. Any employee required to attend training classes will be scheduled as a normal
scheduled work event, and applicable pay rates apply, as outlined in this agreement.
Any employee required to attend training classes away from 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 (8-hours) will
be compensated at a rate of time and one half for the succeeding eight (8) hours of travel
and waiting.

H.

I. If and when requested by the Company, employees will apply for and obtain a passport
for travel purposes. The responsibility for maintaining a current valid Passport shall
remain with the employee; however, all related cost for application and subsequent
renewal shall be borne by the Company.

J. 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 period of two (2) hours
duration, there will be no overtime compensation should be combined lunch period and
instruction time not exceed ten (10) hours exclusive of travel time to and from training
site.

In the event of 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 towards the balance of replacement tools and tool bag.

ARTICLE 24- HOSPITALIZATION

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

A. Employee hired on or before January 1, 1999, the company shall provide
hospitalization/medical benefits or the equivalent benefits through an HMO carrier
such as Blue Cross, Blue Shield or carrier of the Company’s and TWU’s choice,
which shall include the following highlights which are detailed in the Insurance
booklet. This shall be provided at a contributory basis with full time employees on
the payroll as of the date of ratification receiving employee only coverage at no cost.
These employees shall contribute ten percent (10%) of the cost of the premium for any dependent coverage. Full time employees hired after date January 1, 1999, shall pay thirty percent (30%) of health insurance premiums for employee and dependents.

B. Cash payments will not be made to any in lieu of said insurance.

C. Effective upon reaching agreement, the Company will furnish and pay, for all employees who were members of the bargaining unit, (One Years Salary) life insurance benefits.

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

**DENTAL CARE BENEFITS**

The dental plan will pay reasonable and customary covered expenses as outlined in the United Concordia or similar plan as chosen by the company and TWU up to maximum benefit of $2,000 per year.

**COORDINATION OF BENEFITS**

To avoid duplication of benefits—a situation that arises when two (2) plans pay benefits 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 this 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)**

Bargaining Unit Employees shall be eligible to participate in the Company’s 401(k) Plan under the same terms and conditions as other Swissport Fueling, Inc. employees. After six (6) months of employment, employees over the age of twenty-one (21) will automatically be enrolled in the Swissport 401(k) Retirement and Savings Plan. Employees will be enrolled at 6% of employee’s income unless they elect to withdraw from the Plan and complete an “Opt-Out Waiver” form as provided by the Company.

No aspect of the terms and conditions of the Company’s 401(k) Plan shall be subject to negotiation between the parties during this contract agreement nor shall it be subject to the grievance and arbitration provisions contained herein.
ARTICLE 26-COMPLIANCE AND ENFORCEMENT

A. Any decisions or agreements relating to the interpretation of applicability of this agreement, mutually agreed by the company and the Union shall be binding on every individual employee claiming, or entitled to, the benefits of this agreement. Mutually agreed 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 fields, stations, and the 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, discharge, or otherwise disciplined, shall have an opportunity to be heard by the chief officer of this department. Suspension without hearings shall be authorized by managers 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 grievance, complaint, or feels that he has been unjustly dealt with may in five (5) days, submit his grievance to the department head, who shall thereupon either hear the same or designate a representative to hear the same, and within four (4) days after receipt by the Company of such submission in writing, a hearing shall be held, notice of which shall be given to the employee involved, and to the Union be telegram filed for sending or by letter mailed, at least twenty-four (24) hours prior thereto, and addressing such telegram or letter to the Union and to the employee at his last known address shall be sufficient. 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 company’s answer. Time limits may be waived by mutual agreement. Decision of the “Field Board” shall be final.

If the Union and company cannot come to agreement with disposition of such grievances or complaint made in Paragraph F or G above, such grievances must be appealed to arbitration within fifteen day after the decision of the “Field Board”. Time limits may be waived by mutual agreement. In case there is any dispute between the parties hereto arising out of the interpretation of this agreement or contract, then in any such case, at the written request of the party hereto desiring arbitration as herein provided, given to the other party hereto within fifteen (15) days, the matter shall be submitted for 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 an 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 hereto.
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 and the filing of a telegram for sending or mailing of a letter containing such notice, shall be deemed to be giving of such notice. Upon the receipt of any party hereto, such arbitrator shall proceed in accordance with the provisions of the 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 provisions 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 of the parties hereto, said arbitrator may, as part of this 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 event 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 confirmation of said award, direction prohibition or order, and for the enforcement thereof, with the same force and affect and in the same manner, and pursuant to the same proceeding and construction therefore 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. One-half (1/2) of the fees due such arbitrator shall be paid by the company and one-half (1/2) thereof shall be paid by the Union.

J. In the event an employee is absent on extended illness, and returns with a doctor’s certificate showing him ready to resume his duties and is subsequently examined by the Company doctor and found not to be physically able to resume normal duties, the party shall choose a disinterested specialist in the medical field involved to make a final and binding determination in the same manner as arbitration of other disputes as outlined in Paragraphs H and I above.

K. All letters of disciplinary nature concerning a particular offense shall be removed from the files of an employee hereunder if no such letters concerning the same offense are forthcoming for a period of one-year (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 provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, or transfer 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 member in good standing of the union for the non-payment of dues, he shall, after two (2) week’s notice in writing to the company, no longer be eligible for employment and dismissed.

C. The company shall deduct Union dues; initiation fees and Cope contributions from the employees on proper authorization provided by 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 airlines, the Company agrees 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. Work in excess of eight (8) hours per day shall be paid at the rate of time and one-half; hours in excess of twelve (12) hours in a standard work day will be at the rate of double time. For all hours worked on a paid holiday as listed below, they shall be paid time and one half the hourly rate.

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<tr>
<td>Independence Day</td>
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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, Employees will be provided three (3) shirts and three (3) pants, such uniform 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. 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 specified by the Company. The Company will pay the cost of such examination. When Company rules or FAA regulations require, the Company will require an employee to submit to further examination:

1. During the course of this employment when involved in any type of accident or injury requiring treating at JFK Medical Center or Company designated facility;

2. During the course of employment when outward physical appearance may subjectively suggest the presence of some physical or medical problems;

3. When randomly selected under the Drug& Alcohol Plan;

4. Upon return from an approval leave of absence; or

5. When recalled to service after a lay off due to reduction in force.

B. Any such information obtained by the 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 AGREEMENT

This agreement shall become effective on March 1, 2014 and shall continue in full force and effect until 11:59 on March 31, 2017.

IN WITNESS THEREOF, the parties have signed this Agreement on the Day of March 31, 2017 and shall continue in full force and effect until 11:59.

For: TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

[Signature]

For: SWISSPORT USA INC.

[Signature]

JOSE MATEO A.M.U.
Appendix A
Aircraft Mechanics Hourly Rates

Full Time and Part Time – Mechanic

Employees Hired On or After April 1, 2014

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- The above pay scale shall be used for any employee hired on or after April 1, 2014, and no current employee hired prior to April 1, 2014 shall suffer a reduction in pay as a direct result of the implementation of the wage schedule.

- The Company, at its sole discretion, can hire an employee at a higher Step based on training, experience, and/or qualifications. Employees hired at a higher Step will go to the next pay rate Step on their annual performance review. TWU notification required.

- For 2014, all bargaining unit employees hired prior to April 1, 2014 shall receive a two percent (2%) increase added to their existing wage during their annual performance review.

- For 2015, all bargaining unit up to step 9 employees hired prior to April 1, 2014 shall receive a two percent (2%) increase added to their existing wage during their annual performance review.

- For 2016, all bargaining unit up to step 9 employees hired prior to April 1, 2014 shall receive a two percent (2%) increase added to their existing wage during their annual performance review.

- In addition current employees up to step 9 would receive a (.5%) pay increase effective March 1,2014 and an additional (.5%) during their 2014 annual performance review.

- Employees at step 9 plus will receive 1% increase. Employees at Step 9 progression shall be considered for an increase in pay from 0% - 4% during the employee’s annual performance review.

- Lead pay of $1.00 per hour, when assigned.
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