

AGREEMENT

Between

WORLDWIDE FLIGHT SERVICES, INC.

and

TRANSPORT WORKERS UNION OF AMERICA-LOCAL 504, AFL-CIO

Covering Aircraft Cleaner, Aircraft Fueller, Aircraft Mechanic, Baggage Repair Technician, Baggage System Operator, Field Service Technician, Line-Haul Driver, Line-Haul Team Driver, Mechanic, Ramp Service Clerk, Cargo Ramp, Passenger Ramp, RSC-Warehouse, Operations Specialist, Security Technician and Technical Specialist

Effective: April 1, 2017

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of April 2017 in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between WORLDWIDE FLIGHT SERVICES, INC, which includes WFS-PTS, LLC, hereinafter referred to as the "Company" and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, hereinafter sometimes referred to as the "Union."

Transport Workers Union of America  
AFL-CIO - Local 504  
153-33 Rockaway Blvd.  
Jamaica, NY 11434

Local Phone 718-276-5750  
Toll Free 800-440-3773  
Fax 718-525-0282

Worldwide Flight Services, Inc.  
Labor Relations  
Bldg. 151, E. Hangar Road, JFK  
Suite 361  
Jamaica, NY 11430

Phone 718-880-3439

## INDEX

|  | <u>Article No.</u> | <u>Page No.</u> |
|--|--------------------|-----------------|
| Absence from Duty  | 19                 | 48              |
| Assignment & Authorization for<br>Check-off of Union Dues      | 27                 | 65              |
| Attendance at Hearings, Investigations,<br>or Training Classes | 18                 | 47              |
| Bulletin Boards  | 17                 | 46              |
| Compensation   | 4                  | 21-24           |
| Definitions  | 2                  | 18              |
| Duration of Agreement  | 32                 | 76              |
| General  | 20                 | 49-51           |
| Grievance Procedure  | 22                 | 54              |
| Group Insurance Plan   | 29                 | 70              |
| Holidays   | 7                  | 28-31           |
| Hours of Work  | 3                  | 19-20           |
| Job Descriptions   | 1                  | 4 – 17          |
| Leaves of Absences   | 14                 | 42-43           |
| License Premiums   | 4                  | 21              |
| Longevity Pay  | 4                  | 23              |
| Loss of Seniority  | 11                 | 39              |
| Meal Periods   | 26                 | 63              |

INDEX (Continued)

|   |    |       |
|---|----|-------|
| Military Leave  | 15 | 44    |
| No Discrimination, and Recognition of Rights and Compliance | 21 | 52    |
| No Strike - No Lockout                                      | 23 | 59    |
| Overtime  | 6  | 26-27 |
| Part Time Employees   | 30 | 71-73 |
| Physical Examinations                                       | 28 | 69    |
| Probationary Period   | 9  | 37    |
| Recognition and Scope                                       | 1  | 4     |
| Reduction in Force  | 12 | 40    |
| Re-employment   | 13 | 41    |
| Representation  | 22 | 53-58 |
| Safety  | 31 | 74-75 |
| Seniority   | 10 | 38    |
| Shift Bidding   | 3  | 19    |
| Shift Differential  | 5  | 25    |
| Sick Leave  | 24 | 60-61 |
| System Board of Adjustment                                  | 22 | 54    |
| Temporary Employees   | 25 | 62    |
| Termination of Employment                                   | 16 | 45    |
| Union Security  | 27 | 64-68 |
| Vacations   | 8  | 32-36 |

**ARTICLE 1**  
**RECOGNITION AND SCOPE**

- A. The Company recognizes the Transport Workers Union of America, AFL-CIO as exclusive and sole collective bargaining agent with respect to rates of pay, rules, and working conditions for all employees working within the limits of the United States, its territories and possessions covered under this Agreement as outlined below:

**Aircraft Cleaner – Job Description**

The work of the Aircraft Cleaner classification, depending on assignment, includes any or all of the following; performing aircraft interior cleaning, including equipping the aircraft cabin for flight according to specifications, with equipment and cabin services supplies; cleaning interior of aircraft by hand or powered equipment using cleaners; completion of the aircraft cleaning bill of work as required; stocking and cleaning of vehicles used in the cleaning function; stocking and cleaning of the cabin service make-up rooms and area; stocking and maintaining cabin service kits; disposing of trash, rubbish and waste that is incidental and related to the applicable job functions.

As may apply to work assignments, uses cleaning fluids and materials, such as washing solutions, scrapers, squeegees, wringer pails and vacuum cleaners. Completes forms connected with work assignments according to established procedures.

As may apply to any particular work assignment, will complete additional jobs as directed by management, and will work according to Company policy and/or regulations.

**Aircraft Fueler - Job Description**

The work of an Aircraft Fueler includes but is not limited to the following: daily proper vehicle inspection and operation including tank and filter sumping; aircraft fuel tank sumping; obtaining fuel service form from applicable airline source; servicing any and all types of aircraft with proper grade and amount of product; completion of applicable fuel service forms in accordance with appropriate airline procedures; completion of all aircraft service duties in compliance with local, state and federal rules and regulations; engine oil servicing; performs routine fuel farm activities.

As may apply to any particular work assignment, will complete additional jobs as directed by management/lead and will work according to company policy and/or regulations.

The Aircraft Fueler may, depending upon location, be required to obtain a Commercial Drivers License (CDL). If required to do so, the Aircraft Fueler will be paid the applicable premium as outlined in Article 4(d) of the Collective Bargaining Agreement.

### **Aircraft Mechanic** - Job Description

In addition to those duties outlined for Ramp Service Clerk and Mechanic, an Aircraft Mechanic must hold an A (Airframe) and/or P (Powerplant) Licenses, and perform the following:

The work of the Aircraft Mechanic classification, depending upon assignment, includes any or all of the following: Performing skilled work in those operations such as trouble shooting, individually or with management or professional direction, disassembly, checking and cleaning, repairing, replacing, testing, adjusting, assembling, installing, servicing, fabricating, taxiing or towing airplanes and/or run-up engines, de-icing aircraft, required to maintain the airworthiness of aircraft and all their components while in service or while undergoing overhaul and/or modification. Certifies for quality of own workmanship, including signing mechanical flight releases, except signs mechanical flight release for all work done on field work. Works according to FAA and Company regulations, and procedures and instructions from supervisors. Completes forms connected with work assignments according to established procedures and will communicate with other Company personnel as required in a manner designated by the Company.

As may apply to any particular work assignment, will complete additional jobs as directed by management and will work according to Company policy and/or regulations.

### **Baggage Repair Technician** - Job Description

The work of a Baggage Repair Technician classification depending upon assignment and qualifications include any or all of the following:

Performs cleaning of interior or exterior of luggage and facilities with or without powered equipment. May use solvents and degreasers as necessary to complete cleaning of bags and/or facilities. Duties include assembly/disassembly of new or used luggage, the repair and installation of parts - new or used - original or adapted - to meet service requirements as determined by Management. May require the use of hand or powered tools and machines to fabricate/install/replace/assemble/repair as necessary to maintain the serviceability of luggage or facilities.

May require the mixing and application of paints, epoxies, adhesives, compounds, cleaning fluids - and their removal as necessary. Duties include the manipulation of woods/plastics/metals and fabrics as necessary to complete repairs. May be required to stock/inventory/move/remove materials, supplies, parts, and finished goods - new or used - as directed by Management.

Qualifications:

Must possess above average skills with hand or powered tools.

Exhibit superior ability in the sewing of vinyls, leathers and fabrics by hand and machine.

Working knowledge of vinyl repair methods. Above average ability in the mixing and matching of paints. Previous vinyl experience preferred - industrial or automotive.

Strong background in auto body repair/carpentry/tailoring or airbrush experience helpful. Previous luggage repair experience ideal.

As may apply to any particular work assignment, will complete additional jobs as directed by Management and will work according to Company policy and/or regulations.

### **Baggage System Operator – Job Description**

The work of a Baggage System Operator (BSO) classification, depending on assignment, includes any or all of the following; checks baggage into the system when received from interline or other input point of a baggage system which entails determining baggage destination and placement of a bar coded tag on the baggage; ensures that baggage transport tubs are used and cleaned of previous bar coded tags; gathering of baggage transport tubs from distribution points and return to input points; entering the baggage system to free baggage jams in accordance with established procedures of timelines and safety; maintain the cleanliness of the immediate work area and bag room as required.

As may apply to any particular work assignment, will complete additional jobs as directed by management, and will work according to Company policy and/or regulations.

### **Field Service Technician - Job Description**

The job duties and responsibilities encompass the repair, maintenance of fixed pedestal and apron drive aircraft passenger loading bridges, baggage transport

systems, aircraft ground power generators, HVAC systems, aircraft ground potable water units, and related equipment in addition to the work defined in the Mechanic job description.

This classification is subject to bidding and shall be made by the appointment of the most qualified senior employee who bids for the vacancy.

Qualifications shall be established by the Company and may include reasonable standards as are beneficial to the efficiency of the Company's operation.

Minimum qualifications prior to acceptance are as follows:

1. Certification from a vocational technical school or college in electrical training.
2. Two (2) years on the journeyman level in a plant or field maintenance setting.
3. The ability to successfully complete the Field Services Technician Qualification Test.

As may apply to any particular work assignment, will complete additional jobs as directed by management and will work according to Company policy and/or regulations.

### **Line-Haul Driver** - Job Description

The work of the Line-Haul Driver classification, depending upon the assignment, includes any or all of the following:

Over the road line-haul driving (driving 50 or more miles from point of origin outside a designated commercial zone). Responsible for the care and maintenance of equipment as per Department of Transportation Regulations. Customer Service Representative in the field. Administrative responsibilities, which include Department of Transportation filings on a weekly basis. Service driving includes, but is not limited to, driving vehicles to repair facilities for washing and/or maintenance.

### **Qualifications:**

All Line-Haul Drivers must possess class "A" license and be certified by the Department of Transportation (including passing DOT physical and DOT certified knowledge test). Included in qualifications, but not limited to, Line-Haul Driver must meet any and all other Company qualifications already implicit in existing Agreement.

Full time Line-Haul Drivers must have logged 1,820 hours of scheduled driving time one year from date of hire and each year thereafter (measured from the same date and month each year as the original date of hire) to maintain full time status.

Full time Line-Haul Drivers will average four (4) days a week at ten (10) driving hours/day, but will not at anytime exceed the limits of DOT regulations (no more than seventy (70) driving hours in a period of eight (8) consecutive days).

Nothing contained in this classification or Agreement shall constitute a guarantee of any minimum or maximum hours per week or hours per year.

As directed, it may be necessary for the Line-Haul vehicles (tractors) to be operated within the metropolitan area of the Line-Haul Driver's home base.

The types of assignments under this plan include, but are not limited to, taking vehicles to repair facilities for preventive maintenance or unscheduled maintenance and/or washing.

Service Driving

The Company shall pay the driver an hourly rate of \$10.00 or fraction thereof for service driving as described in Article 1.

Rest Overnight

If, at management's sole discretion, there is a need for lodging as a result of a layover or equipment breakdown for Line-Haul Drivers, the Company will pay for accommodations at designated hotels/motels approved by the Company.

Meals in Conjunction With Rest Overnight

The following maximum amounts will be paid by the Company for meals taken in conjunction with layovers approved by the Company for Line-Haul Drivers.

|           |        |            |
|-----------|--------|------------|
| Breakfast | \$5.00 | (including |
| Lunch     | \$5.50 | Tax        |
| Dinner    | \$9.50 | And tip)   |

A cash receipt or credit card receipt is required if meals exceed stated rate.



### Sick Leave Pay

All provisions of Article 24 will apply with the following exception:

Sick time pay will be determined by average daily rate of pay over the twelve (12) months preceding the sick days.

### Vacation Pay

All provisions of Article 8 will apply with the following exception:  
Vacation pay will be determined by average daily rate of pay over the first six (6) months preceding vacation days to be taken.

### Holiday

All provisions of Article 7 will apply with the following exception:

Line-Haul drivers will be paid double her/his rate per mile if required to work on any holidays as defined in this Agreement.

Except as modified above, and with the exception of Articles 3, 5, 6, and 26, which in their entirety are inapplicable to the classification of Line-Haul Driver, all other articles of the Agreement shall continue to apply to all Line-Haul Drivers employed by the Company.

### **Line-Haul Team Drivers** - Job Description

The work of the Line-Haul Team Driver classification depending upon assignments and qualifications, includes any or all of the following:

Over the road Line-Haul Team driving (driving beyond a fifty (50) mile radius from point of origin). Responsible for the care and maintenance of equipment as per Department of Transportation regulations. Customer Service Representative in the field. Administrative responsibilities, which include Department of Transportation requirements. Service driving including, but not limited to, driving vehicles to repair facilities for maintenance and/or washing.

As may apply to any particular work assignment, will complete additional jobs as directed by management and will work according to Company policy and/or regulations.

### Qualifications:

Line-Haul Team Drivers who are assigned to operate commercial motor vehicles, as defined by the Department of Transportation, must possess the applicable Commercial Driver's License (CDL), as defined by the Department of

Transportation. Depending upon assignment, Line-Haul Team Drivers may also be required to possess a Hazardous Materials Endorsement, as defined by the Department of Transportation. Included in qualifications, but not limited to, all Line-Haul Team Drivers must have a Department of Transportation physical examination certificate.

Full time Line-Haul Team drivers must have logged 1,820 hours of scheduled driving time one year from date of hire and each year thereafter (measured from the same date and month each year as the original date of hire or transfer into classification) to maintain full time status. Full time Line-Haul Team drivers will average four (4) days a week at ten (10) driving hours per day, but will not at any time exceed the limits of Department of Transportation regulations. Nothing contained in this Agreement shall constitute a guarantee of any minimum or maximum hours per week.

Service Driving

The Company shall pay the driver an hourly rate of \$10.00 or fraction thereof for service driving as described in Article 1.

Rest Overnight

If, at management's sole discretion, there is a need for lodging as a result of a layover or equipment breakdown for Line-Haul Drivers, the Company will pay for accommodations at designated hotels/motels approved by the Company.

Meals in Conjunction With Rest Overnight

The following maximum amounts will be paid by the Company for meals taken in conjunction with layovers approved by the Company for Line-Haul Team Drivers.

|           |        |            |
|-----------|--------|------------|
| Breakfast | \$5.00 | (including |
| Lunch     | \$5.50 | tax        |
| Dinner    | \$9.50 | and tip)   |

A cash receipt or credit card receipt is required if meals exceed stated rate.

Sick Leave Pay

All provisions of Article 24 will apply with the following exception:

Sick time pay will be determined by average daily rate of pay over the twelve (12) months preceding the sick days.

### Vacation Pay

All provisions of Article 8 will apply with the following exception:

Vacation pay will be determined by average daily rate of pay over the first six (6) months preceding vacation days to be taken.

### Holiday

All provisions of Article 7 will apply with the following exception:

Line-Haul Team Drivers will be paid double her/his rate per mile if required to work on any of the holidays as defined in this Agreement.

Except as modified above, and with the exception of Articles 3, 5, 6, and 26, which in their entirety are inapplicable to the classification of Line-Haul Team Driver, all other articles of the Agreement shall continue to apply to all Line-Haul Team Drivers employed by the Company.

### **Mechanic** - Job Description

In addition to those duties outlined for Ramp Service Clerk, the work of a Mechanic, depending upon assignment, and qualifications, includes any or all of the following: performs skilled work in those operations such as trouble shooting, disassembly, checking and cleaning, repairing, replacing, testing, adjusting, assembling, installing, servicing, fabricating, and inspecting, required to maintain any building component, plant equipment components, and/or automotive components. May be assigned to order, receive, inventory, secure or disburse parts and supplies on or off airport facilities.

As may apply to any particular work assignment, will complete additional jobs as directed by management and will work according to Company policy and/or regulations.

### **Ramp Service Clerk** - Job Description

The work of the Ramp Service Clerk classification, depending upon assignment and qualifications, includes any or all of the following: loading and unloading baggage and cargo compartments of airplanes of any type, perform all exterior or interior aircraft cleaning, provisioning any and all aircraft with cabin service supplies, may work at airfreight docks receiving, dispatching and staging airfreight, air mail, and other cargo; may be required to clean the exterior of aircraft with specialized cleaning fluids; may be assigned to oil aircraft when no Aircraft Fuelers are assigned to the station; drain oil pumps and perform other fuel farm activities; de-icing aircraft; pushing out/towing of aircraft and related guide wo/man functions; may be assigned to perform routine cleaning of work areas, ramps, and facilities

with or without powered equipment, may be assigned to do routine automotive repair; servicing and cleaning of powered and unpowered equipment.

As may apply to any particular work assignment, will complete additional jobs as directed by management and will work according to Company policy and/or regulations.

### **Security Technician** - Job Description

The work of a Security Technician shall include but not be limited to assignments as follows: screen all passengers, their apparatuses in case of handicapped persons, and property intended to be carried in the cabin of the aircraft by weapon detecting procedures or facilities to prevent or deter the carriage of any explosive or incendiary device, weapon or other dangerous object aboard an aircraft. Visually monitors facilities and operations areas directly or through closed circuit television to prevent or deter unauthorized access to aircraft or sterile areas. Checks tickets and tags on baggage for destination for departures and, upon arrival at claim areas, matches claim checks with claimed baggage. May be assigned surveillance of loading of cargo and baggage, stores, commissary, etc. to aircraft. Informs airline management or law enforcement officers of threats, jokes regarding arms, bombs, etc., and reports refusals by passengers to submit to screening and discovery of weapons or dangerous objects. Denies passage beyond the screening point. Performs exceptional screening, including personal frisk when assigned. Operates, as required, walk-through metal detectors, hand-held metal detectors and x-ray inspection systems; performs testing of detectors, checks proper functioning of TV monitors, and replaces/removes video tapes.

A Security Technician must undergo initial training and recurrent training, including self-instruction courses, and pass qualification and physical examinations, as required by the Company and/or Governmental Regulations. May be required to use hand tools. A Security Technician shall wear a uniform and insignia prescribed by the Company and perform all her/his duties in a courteous, cautious, and efficient manner according to Company regulations.

As may apply to any particular work assignment, will complete additional jobs as directed by management and will work according to Company policy and/or regulations.

### **Technical Specialist** – Job Description

In addition to those duties outlined for the Mechanic classification, a Technical Specialist is a non-licensed person who possesses special skills, which are of a value to the Company in a particular subject or field. Having mastered the skill(s) of the particular subject or field, the person must also have a minimum of two (2)

years of documented training and/or job experience. Some examples are: welder, machinist, electrician, pneumatics, etc.

As may apply to any particular work assignment, will complete additional jobs as directed by management, and will work according to Company policy and/or regulations.

It is understood and agreed that the Company will determine the need and use of the Aircraft Cleaner classification, pursuant to customer contract needs. In those situations where it is determined that the Aircraft Cleaner classification is not needed, the above work will continue to be performed by the Ramp Service Clerk classification.

### **Lead** - Job Description

The work of a Lead includes, in addition to the work specified for the appropriate classification(s) which are directly led, any or all of the following: The maintenance of a satisfactory quantity and quality of work by personnel assigned to her/his leadership on a shift by such activities as explaining and demonstrating work procedures and methods including safety, apportioning and scheduling work assigned to her/him for accomplishment, observing and analyzing the methods used and the results achieved and bringing problems to supervisor's attention; assists her/his supervisor in those phases of her/his duties, among others, which involve the utilization of personnel, hours, tools, equipment, and materials; for example, by suggesting and working out revisions in procedures with her/him; work according to Company regulations and FAA regulations as applicable, and procedures and instructions from supervisor. Completes forms connected with work according to established procedures.

The Lead Aircraft Mechanic position may sign mechanical flight releases and may perform back checking of the work of another Mechanic.

The Lead Baggage System Operator includes any or all of the following; ensures baggage input points are properly staffed and equipped with bar coded tags; visually monitors the flow of the baggage system and reports mechanical or other difficulties as required; directs Baggage System Operators into the baggage system to clear baggage jams as required; operates the re-circulation booth and re-checks baggage through the system to correct pier destination; assists Mechanics and other personnel in maintaining the security of the system during periods of maintenance; determines and directs the action necessary for proper distribution of baggage received late at input points, and maintains documentation regarding such exceptions.

1. Lead Qualifications

a. To be qualified the successful bidder must:

- Read, write and speak English
- Have required licenses and/or certificates
- Have not been demoted or self demoted from a Lead position within the last twelve (12) months, except in the case of a daily vacancy
- Have successfully completed his/her probation

Any exception to the bidder qualifications must be approved by the TWU International and the Assistant Vice President-Labor Relations, or their designees.

Additionally, the Lead may be required to demonstrate proper work methods, conduct on-the-job training and meetings.

b. The Lead shall be qualified in the duties of her/his position and will be capable of performing such duties. S/he will assist her/his group in the performance of their duties. The parties in reaching this Agreement have emphasized the Lead's responsibilities for the routine direction of the employees assigned to her/him. The Lead will be the individual who is primarily responsible for the direction of the employees and in performing such duties, shall not have her/his primary responsibilities assumed by others. The parties, however, recognize that the ultimate responsibility for the operation of the business and the direction of its working force rests with management and nothing in this Agreement nor in the Lead position is intended to preclude a supervisor/management from issuing instructions directly to Leads; or to individuals assigned to a Lead in non-routine circumstances.

2. Acting Leads

a. During the interim required to post and/or fill a daily vacancy, or in the case of a vacancy not expected to exceed sixty (60) days, the Company may solicit qualified volunteers, in seniority order. An employee hereunder who is assigned to an Acting Lead will, upon discontinuance of such temporary job, be returned to their former position, at their former rate of pay.

b. A Lead vacancy may be filled or left unfilled by the Company at its option.

3. Trial Period

- a. Employees entering the Lead position covered by this Agreement will have ninety (90) days to demonstrate and prove their ability in the overall performance of their duties in the Lead position.
- b. Employees who fail to satisfactorily complete their trial period will be returned to their former position.
- c. An employee who, after completing her/his trial period, fails to perform adequately the duties prescribed in the Lead position should be counseled. Depending on the seriousness of the incident or if the Lead has failed to correct performance problems discussed in the previous counseling sessions, s/he may be demoted. In the event an employee feels the demotion was unjust, s/he may request a hearing by a panel made up of the TWU Local President and Asst. Vice President-Labor Relations or their designees. Should the panel deadlock and fail to reach a decision, the case shall be remanded to the System Board of Adjustment.

4. Compensation

Employees in the Lead position or acting Lead position will receive a premium of one dollar (\$1.00) per hour in addition to the established classification rate.

5. Filling a Vacancy

- a. Vacancies subject to bidding shall be filled by the senior qualified (as described in 1.a.) bidder. The following positions will be considered bid positions:

|                                |                               |
|--------------------------------|-------------------------------|
| Lead Aircraft Fueler           | Lead Field Service Technician |
| Lead Aircraft Mechanic         | Lead Mechanic                 |
| Lead Baggage Repair Technician | Lead Ramp Service Clerk       |
| Lead Baggage System Operator   | Lead Security Technician      |
| Lead Aircraft Cleaner          | Lead Technical Specialist     |

Notices of such vacancies shall be posted on all bulletin boards in all shops and work area/cities where employees are employed.

- B. It is understood and agreed that the work to be performed by employees covered by this Agreement does not include any related, indirect work assigned to and performed by other Company employees, such as supervisors, instructors, professional employees, agents, clerical, etc.
- C. It is understood and agreed that supervisors, and other employees may assist in performing any work that may be necessary to complete a particular operation.
- D. Contracting Out of Work - The Company reserves the right to contract in or contract out any or all such work covered by this Agreement, if by so doing the Company is able to accomplish such work more economically. It is understood and agreed that should the Company at such time not have the wo/manpower, facilities or tooling to do a particular job, such work may be contracted out without limitations.

## **ARTICLE 2** **DEFINITIONS**

- A. The word "employee" as used herein shall mean an employee hired by the Company in any classification covered by this Agreement.
- B. The term "qualifications" as used herein shall mean all requirements, and/or qualifying test, which may be deemed necessary by the Company for the particular type of work to be performed.
- C. The term "volunteer" as used herein shall mean at the employee's choice to accept or reject.
- D. The term "station" as used herein shall mean the entire location including cargo, ramp, warehouse operations, and any other operation at an airport.

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

- A. The workday shall consist of a twenty-four (24) hour period beginning at 12 o'clock midnight and a regular day's work shall consist of at least seven (7) hours, exclusive of meal periods. A Modified Workday shall consist of ten (10) hours, exclusive of meal periods.
- B. The workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday and the regular weekly work schedule shall consist of five (5) workdays of at least seven (7) hours each within the workweek. A Modified Workweek shall consist of four (4) workdays of ten (10) hours each within the workweek.



- C. Each employee shall be scheduled two (2) days off during each workweek. Employees on Modified Workweeks shall have three (3) consecutive days off during each workweek. The company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days shall be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they shall be two (2) consecutive days. Nothing herein shall prohibit the Company from scheduling Friday and Saturday as the two consecutive days off (provided that when this is done Friday shall be considered the first scheduled day off and Saturday shall be considered the second scheduled day off for purposes of overtime, in accordance with Article 6A), except that when an employee's days off are changed to Friday and Saturday, the first Saturday following such change shall be paid, if worked, at the rate of time and one-half the regular rate, except as defined in G.
- D. At stations or shops where employees are required to maintain continuous operation of departments or assignments, days off may either be fixed or rotated in accordance with the requirements of the service. When fixed days off are selected, seniority will determine days off.

Stations are required to have no less than two (2) shift bids per year in those classifications where more than one (1) employee exists.

When conducting shift bids, full time employees may only bid on full time shifts and part time employees may only bid on part time shifts. If a full time employee desires to change to part time at the time of a shift bid, s/he must wait until all existing part time employees have bid. Once the existing part time employees have bid, the most senior fulltime employee desiring to change to part time can bid on any remaining vacant part time shifts. If a part time employee desires to change to full time at the time of a shift bid, s/he must wait until all existing full time employees have bid. Once the existing full time employees have bid, the most senior part time employee desiring to change to full time can bid on any remaining vacant full time shifts.

At those locations with Separate Departments (see Appendix A), shifts bids will be done separately by department.

- 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. Part time employees' hours shall be governed by the provisions of Article 30.
- G. Full time employees may volunteer for split days off.

- H. All employees will be given a five (5) minute wash up period prior to the end of their regularly scheduled shift.
- I. All modified workweeks must have the advance approval of the Local President.

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

- A. During the period of this Agreement the regular rates of pay for the classifications of work covered hereunder, shall be:

- B. Station Starting Rate

If the station starting rate changes to a higher level, all employees in the same classification will be increased by the same number of steps that the new starting rate was increased, and thereafter receive the applicable length of service increases up to the maximum rate of her/his respective job classification at the station.

If the station starting rate changes to a lower level, all employees in the same classification prior to implementation of the new lower starting rate will remain on the previous scale and will continue to receive the applicable length of service increases up to the maximum rate of her/his respective job classification at the station.

- C. Aircraft Mechanic License Premium

Employees in the classification of Aircraft Mechanic will receive a premium of one dollar (\$1.00) per hour for the first license held and an additional one dollar (\$1.00) per hour for the second license held where the license(s) is required by the Company for the work performed. Regardless of the number of FAA or FCC licenses an employee may hold, or the Company may require, the license premium pay will not exceed two dollars (\$2.00) per hour. The premium paid is to include accruals for sick pay, vacation pay, and holiday pay.

In the event the Company no longer requires the Aircraft Maintenance License(s), the Company will remove the license premium and all other terms of the Agreement shall apply. Employees holding above referenced licenses will be eligible for license premium pay only when the license(s) is required by the Company for the work performed and held.

#### D. Ramp Service Clerk Driver's License Premium

In accordance with the provisions contained in 49 CFR, Part 303 of the Commercial Driver's License (CDL) Standard, effective April 1, 1992, employees in the classification of Ramp Service Clerk, regularly assigned to the type of work that requires an "A," "B," or "C" Commercial Driver's License (CDL), will receive a premium of fifty cents (\$.50) per hour for a "B" or "C" license and up to four (4) dollars (\$4.00) per hour for an "A" license, or the equivalent.

Premium amounts will be determined independently at each station. All employees at a station shall be paid the same premium. If it is necessary to raise the premium to a higher level, all employees who are below the new premium shall be raised to the new premium level.

In the U.S. Territories and Possessions, applicable local statutes shall govern license requirements.

Any employee who has the necessary qualifications (has completed the DOT approved written examination) to test for a Commercial Driver's License (CDL) and will utilize the CDL in the performance of his duties will be allowed, with the Company's approval, the use of an applicable Company vehicle in which to qualify.

Regardless of the number of licenses an employee may hold, the license premium pay will not exceed four dollars (\$4.00) per hour.

Vacancies in these shift assignments requiring the above licenses will be placed for local bid. At the time of bid, employee must have the required license. Employees assigned to driving vehicles requiring the above licenses must have successfully completed training and a qualifying test approved by the Company and the TWU, and given by the Company.

Employees holding above referenced driver's license will be eligible for license premium pay only when the license is required by the Company for the work performed and held.

The Company will determine those locations at which employees will be eligible for the above Driver's License Premium.

#### E. License Renewal

The employee shall pay any fees or costs associated with obtaining and/or renewing premium pay licenses.

F. License Premium Pay above (C, D) shall not be compounded in the computation of overtime rates.

G. Longevity Pay

Each employee in a job classification under this Agreement will have longevity pay increments added to his regular rate per hour as follows; After completing four (4) years of accredited service with the Company, the employee will receive two (2) cents (\$.02) per hour longevity pay and for each such year thereafter an additional two (2) cents (\$.02) per hour shall be added. Total longevity pay shall not exceed twenty (20) cents (\$.20) per hour. Longevity pay increments will be effective with the beginning of the pay period falling closest to the date the employee completes the required amount of accredited service.

Accredited service with the Company for determining longevity pay increments shall be defined as follows: Active service on the Company's payroll, except such service prior to resignation, discharge, or layoff when recall rights have expired; the duration of Military or Union leaves of absence; an injury-on-duty leave of absence, up to a maximum of three (3) years; a sick or maternity leave of absence up to a maximum of two (2) years; and personal leaves of absence up to a maximum of ninety (90) days; family leaves of absence up to a maximum of twelve (12) weeks, less any seniority adjustments for leaves while on probation. Employees assigned to U.S. Postal/U.S. Government contracts or under the TWU Operations Specialist classification are not eligible for longevity pay. Employees hired on or after April 1, 2017 are not eligible for longevity pay.

H. Customer Based Wages

Due to the unique operations at some locations, customers may express a need for a more stable and experienced work group that will adhere to their special requirements, and the customer is in agreement to reimburse the Company for premiums (to be determined by the customer) that are in addition to the base wage. In these situations, after the Company receives the customer's request in writing, the Company may implement a Customer Based Wage premium, which may vary from customer to customer for those employees specifically assigned to the customer's contract. This includes those employees assigned to U.S. Postal/U.S. Government contracts. The Customer Based Wage premium may be amended or discontinued by the customer at any time. In the event of a loss of a Customer Based Wage premium, the premium will no longer be paid, and the employee will return to his base wage. All Customer Based Wage premiums are paid in addition to the station pay scales.

Employees who transfer to other locations or departments not covered by a Customer Based Wage premium, will no longer be eligible for the premium.

To ensure stability in the workforce, a successful bidder's ability to leave a position that has a Customer Based Wage premium will be limited. A maximum of fifteen percent (15%) a year of these successful bidders may leave the positions.

I. Promotions

Effective August 25, 2001, the following classification changes will be considered promotions within the Agreement. Employees that are promoted within the same station are to be placed on the pay scale of the new classification at the same rate of pay, plus one (1) step on the pay scale. The new rate of pay cannot exceed the pay scale maximum, nor be less than the scale minimum, at that station. If the pre-promotion rate is below the new pay scale minimum for the new classification, the employee will be increased to the minimum rate of the new pay scale.

| <u>Classification</u>        | <u>Change that is considered a Promotion</u> |
|------------------------------|--|
| Aircraft Cleaner             | All classifications                          |
| Aircraft Fueler              | All maintenance classifications              |
| Aircraft Mechanic            | None   |
| Baggage System Operator      | All maintenance classifications              |
| Field Service Technician     | Aircraft Mechanic classification             |
| Line Haul Driver/Team Driver | None   |
| Mechanic                     | All other maintenance classifications        |
| Ramp Service Clerk           | All maintenance classifications              |
| Security Technician          | All maintenance classifications              |
| Technical Specialist         | Aircraft Mechanic classification             |

**ARTICLE 5**  
**SHIFT DIFFERENTIAL**

- A. An employee assigned to a shift, which begins at or after 2100 and before 0500 shall receive a shift differential of fifty (50) cents (\$.50) per hour.
- B. No shift differential shall be received by an employee assigned to a shift, which begins at or after 0500 and before 2100.
- C. Shift differential shall only be payable for actual hours worked and shall not be compounded in the computation of overtime.
- D. Employees assigned to U.S. Postal/U.S. Government contracts are not eligible for shift differential or under the TWU Operations Specialist classification.

**ARTICLE 6**  
**OVERTIME**

A. Overtime rates shall be paid as follows:

1. One and one-half (1 1/2) times the regular hourly rate for each hour paid in excess of forty (40) hours per week, excluding change of shifts (CS), and holiday pay.
2. An employee hereunder shall not be required to suspend work during her/his regular shift to avoid the payment of overtime nor shall s/he be entitled to overtime rates until s/he has been credited with at least forty (40) hours pay in the workweek, including time worked before or after her/his regular shift.
3. If, however, an employee is required to work beyond twelve (12) hours per day, all hours worked beyond twelve (12) hours will be paid at two (2) times the regular hourly rate. Employees on Modified Workweeks will be required to work beyond fourteen (14) hours per day in order to be eligible for pay at two (2) times the regular rate under this Article.
4. Double the regular hourly rate for time worked on an employee's second scheduled day off, provided s/he has worked at least eight (8) hours on her/his first scheduled day off and has been credited with at least forty (40) hours (exclusive of overtime) during her/his regularly scheduled work week.
5. Employees on Modified Workweeks will be paid double the regular hourly rate for work on a second or third scheduled day off, providing s/he has worked at least ten (10) hours on her/his first or second scheduled day off and has been credited with at least forty (40) hours (exclusive of overtime) during her/his regularly scheduled work week.
6. Time paid for and not worked on a holiday shall not be considered as time worked for purposes of computing overtime.

B. Shift differential shall not be compounded in the calculation of overtime rates.

C. Overtime work shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable, per the "low person principle."

D. If any work period continues so that its termination shall fall within seven-and-one-half (7 1/2) hours prior to the commencement of the employee's regular shift in the succeeding workday, s/he shall receive pay for all time worked during

her/his regular shift on the succeeding workday at the rate of time-and-one-half her/his regular hourly rate.

- E. No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained.
- F. Overtime compensation shall be computed on the basis of the nearest six (6) minute unit of work.
- G. If overtime in any workweek is due to an authorized exchange of days off or shifts by employees, or the employee's new shift bid selection, said time shall be excluded for the purposes of the weekly calculation of overtime.
- H. In no event shall any employee covered hereunder receive more than double the regular straight time hourly rate (excluding shift differential) under this Agreement.
- I. Emergency overtime, due to operational requirements, may be utilized by the Company when it is impossible to handle operations with the normal crew assignment.

The following will clarify how the Company will call on the people to help during the emergency:

1. The Company will call the emergency overtime as early as possible.
2. The crew going off shift nearest to the overtime will be proffered to work the overtime first.
3. The Company shall exhaust all reasonable means of voluntary overtime.
4. If adequate coverage is not secured, the Company will keep the employees with the lowest seniority and continue backwards until they have the required amount to perform the emergency work.
5. The employees will then be expected to stay through the duration of the emergency or until the Company can replace said employees through the normal overtime procedures.

**ARTICLE 7**  
**HOLIDAYS**

A. The following holidays with pay shall be granted:

For those **full and part time** employees hired before September 30, 2000 (Legacy WFS Employees): (except integrated employees)

| <u>Holiday</u>         | <u>Observance</u>           |
|------------------------|-----------------------------|
| New Year's Day         | January 1 <sup>st</sup>     |
| Martin Luther King Day | Third Monday in January     |
| Good Friday            | Friday preceding Easter     |
| Memorial Day           | Last Monday in May          |
| Independence Day       | July 4 <sup>th</sup>        |
| Labor Day              | First Monday in September   |
| Thanksgiving Day       | Fourth Thursday in November |
| Christmas Day          | December 25 <sup>th</sup>   |

For those **full time** employees hired, or integrated, on or after September 30, 2000 (Legacy WFS Employees):

Note: Due to Integration Agreements with MAS, employees in the classification of part time aircraft cleaner at the time of integration at BWI, DTW, IAH and PHL, and the former part time PHL IBT employees are also eligible for the following holidays.

**First Year:**

| <u>Holiday</u>   | <u>Observance</u>           |
|------------------|-----------------------------|
| New Year's Day   | January 1 <sup>st</sup>     |
| Memorial Day     | Last Monday in May          |
| Independence Day | July 4 <sup>th</sup>        |
| Labor Day        | First Monday in September   |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day    | December 25 <sup>th</sup>   |

Second Year (beginning on or after 1<sup>st</sup> anniversary date)

Add Martin Luther King Day      Third Monday in January

Third Year (beginning on or after 2<sup>nd</sup> anniversary date)

Add Good Friday      Friday before Easter

For those **part time** employees hired, or integrated, on or after September 30, 2000 (Legacy WFS Employees only): (except for those noted above)



| <u>Holiday</u>             | <u>Observance</u>         |
|----------------------------|---------------------------|
| Independence Day           | July 4 <sup>th</sup>      |
| Christmas Day              | December 25 <sup>th</sup> |
| Add Martin Luther King Day | Third Monday in January   |

For those **full time** employees hired or integrated on or before March 31, 2017 (Legacy CAS/IAS Employees):

| <u>Holiday</u>         | <u>Observance</u>           |
|------------------------|-----------------------------|
| Martin Luther King Day | Third Monday in January     |
| New Year's Day         | January 1st                 |
| Independence Day       | July 4 <sup>th</sup>        |
| Labor Day              | First Monday in September   |
| Thanksgiving Day       | Fourth Thursday in November |
| Christmas Day          | December 25 <sup>th</sup>   |

For those **part time** employees hired on or before March 31, 2017 there is no holiday entitlement:

For those **full time** employees hired on or after April 1, 2017:

Note: Due to Integration Agreements with CAS/IAS, employees in this category are entitled to holiday pay after completion of one (1) year of service.

**Second Year:**

| <u>Holiday</u>         | <u>Observance</u>           |
|------------------------|-----------------------------|
| Martin Luther King Day | Third Monday in January     |
| Independence Day       | July 4 <sup>th</sup>        |
| Thanksgiving Day       | Fourth Thursday in November |
| Christmas Day          | December 25 <sup>th</sup>   |

Third Year (beginning on or after 2nd anniversary date)

|                   |         |
|-------------------|---------|
| Add New Years Day | Jan 1st |
|-------------------|---------|

Fourth Year (beginning on or after 3rd anniversary date)

Add Labor Day

First Monday in September

For those **part time** employees hired on or after April 1, 2017 there is no holiday entitlement:

- B. An employee required to work on any of the above holidays shall receive double the regular rate for all hours actually worked, and straight time for the difference between the hours actually worked and their scheduled hours. Employees on Modified Workweeks shall receive double the regular rate for all hours actually worked and straight time for the difference between the hours actually worked and ten (10) hours. Employees that are hired on or after April 1, 2017 and have completed their first year of service will receive one and a half times holiday pay when required to work on any of the above holidays.
- C. If any of the above holiday's falls on an employee's scheduled day off, s/he shall receive pay equaling 20% (25% for those on Modified Workweeks) of their normal weekly scheduled hours for the holiday. Employees that are hired on or after April 1, 2017 shall receive holiday pay in the same manner.
- D. An extra day will be added to the employee's paid vacation if such holiday falls within her/his vacation period.
- E. Payment for such holiday will not be made to an employee on a leave of absence, or to an employee scheduled to work on such holiday who is not excused from work and who fails to report to work as scheduled, or to an employee who did not work the scheduled day preceding the holiday and the scheduled day after the holiday. Employees on occupational injury leaves of absence will be paid holiday off pay at straight time rates upon return from leave of absence.
- F. No employee shall be required to report for duty on a paid holiday except when absolutely required for the operation. The Company may request in writing volunteers to work the holiday. Notification of volunteers and others required to work the holidays will, except in case of an emergency, be in writing, seven (7) days prior to the holiday. In the event insufficient volunteers are available, holiday work will be assigned by inverse order of seniority.
- G. Employees hired on or before March 31, 2017 are eligible for holiday pay upon completion of their probationary period. Employees hired on or after April 1, 2017 will be eligible for holiday pay upon completion of one (1) working year. State or Federal regulations may apply.

**ARTICLE 8**  
**VACATIONS**

- A. Employees hereunder shall become entitled to and receive vacation allowances in accordance with the following:

As used herein the term "year" is used to mean a calendar year.

- B. An employee hereunder who has completed one (1) year of service with the Company shall be entitled to paid vacation time accrued since December 31 of the preceding year as follows:

For those **full and part time** employees hired prior to September 30, 2000 (Legacy WFS Employees):

| <u>Length of Service as of Dec. 31 of Any Year</u> | <u>Accrual Rate Per Month During Year Ending Dec. 31st</u> | <u>Maximum Vacation Accrual*</u> |
|--|--|----------------------------------|
| Less than 5 years                                  | .83 work day   | 10 equivalent work days          |
| 5 Years but less than 10 years                     | 1.25 work days   | 15 equivalent work days          |
| 10 Years but less than 15 years                    | 1.67 work days   | 20 equivalent work days          |
| More than 15 yrs                                   | 2 work days  | 25 equivalent work days          |

For those **full time** employees hired, or integrated, on or after September 30, 2000 (Legacy WFS Employees):

Note: Due to Integration Agreements with MAS, employees in the classification of part time aircraft cleaner at the time of integration at BWI, DTW, IAH and PHL, and the former part time PHL IBT employees are also eligible for the following vacation.

| <u>Length of Service as of Dec. 31 of Any Year</u> | <u>Accrual Rate Per Month During Year Ending Dec. 31st</u> | <u>Maximum Vacation Accrual*</u> |
|--|--|----------------------------------|
| Less than 3 years                                  | .417 work days   | 5 equivalent work days           |
| 3 Years but less                                   | .833 work days   | 10 equivalent work days          |

|                                    |                |                         |
|------------------------------------|----------------|-------------------------|
| Than 5 Years                       |                |                         |
| 5 Years but less<br>Than 10 years  | 1.25 work days | 15 equivalent work days |
| 10 Years but less<br>Than 15 years | 1.67 work days | 20 equivalent work days |
| More than 15 yrs                   | 2 work days    | 25 equivalent work days |

For those **full time and part time** employees hired or integrated on or before December 31, 2002 (Legacy WFS Employees), they will be eligible for 25 days' vacation. Legacy WFS Employees hired on or after January 1, 2003:

|               |                |                         |
|---------------|----------------|-------------------------|
| ■ 1 – 3 years | .417 work days | 5 days                  |
| 3 – 5 years   | .833 work days | 10 equivalent work days |
| 5 - 10 Years  | 1.25 work days | 15 equivalent work days |
| 11+ Years     | 2 work days    | 20 equivalent work days |

For those **full time** employees hired or integrated on or before March 31, 2017 (Legacy CAS/IAS Employees):

| Length of Service as of Dec. 31 of <u>Any Year</u> | Accrual Rate Per Month During Year Ending <u>Dec. 31st</u> | Maximum Vacation <u>Accrual*</u> |
|--|--|----------------------------------|
| 1 – 4 years  | .417 work days   | 5 equivalent work days           |
| 5 – 15 years                                       | .833 work days   | 10 equivalent work days          |
| 16+ Years  | 1.25 work days   | 15 equivalent work days          |

- Refer to addendum for agreement for Legacy CAS employees hired on or before Dec. 31, 2017 in JFK Buildings 9-73-76 for vacation allotments.

For those **full time** employees hired on or after April 1, 2017:

| Length of Service as of Dec. 31 of <u>Any Year</u> | Accrual Rate Per Month During Year Ending <u>Dec. 31st</u> | Maximum Vacation <u>Accrual*</u> |
|--|--|----------------------------------|
|--|--|----------------------------------|

|              |                |                         |
|--------------|----------------|-------------------------|
| 0 – 1 years  | .000 work days | 0 days                  |
| 1 – 4 years  | .417 work days | 5 equivalent work days  |
| 5 - 15 Years | .833 work days | 10 equivalent work days |
| 16+ Years    | 1.25 work days | 15 equivalent work days |

\*To be taken the following year

1. In computing vacation eligibility under paragraph A1 of this Article:

In any calendar month, fifteen (15) calendar days or more of service with the Company shall be considered a full month and less than fifteen (15) calendar days shall not be considered.

Fractions of one-half (1/2) a day or more of earned vacation shall be considered as entitling the employee to a full day's vacation and fractions of less than one-half (1/2) a day shall not be considered.

C. The pay for such vacation shall be at the pay, which the employee would normally have received at her/his straight time rate at the time the vacation is taken excluding shift differential.

D. Preference in the period in which employees hereunder shall be permitted to take their vacations shall be granted at each station in the order of classification seniority provided, however, that vacation schedules may be so arranged within work groups or sections as will not interfere with the requirements of the service. The Company shall post requests for vacation preference for the following year on Company bulletin boards not later than October 15 of each year and employees eligible shall list their preference not later than November 15. The vacation periods shall be assigned and posted on Company bulletin boards by December 1, whenever possible. Any employee not expressing a preference shall be assigned a vacation, if eligible.

At those locations with Separate Departments (see Appendix A), vacation bids will be done separately by department.

E. Vacation allowances shall not be cumulative and a vacation to which an employee becomes entitled on December 31 of any year shall be forfeited unless taken during the following year; provided, however, if an employee is requested by the Company in writing to forego her/his vacation during the year in which it is to be taken and has not received it by the end of that year, the employee shall be entitled to said deferred vacation during the succeeding calendar year or to pay in lieu of same at the option of the employee, subject to the requirements of the service.

- F. An employee hereunder who takes a leave of absence which exceeds, or the total of which exceeds ninety (90) calendar days during any calendar year shall have her/his vacation allowances to which s/he becomes entitled on December 31 of that year reduced by one (1) workday for each thirty (30) calendar days of said leave if the total of such leaves exceeds ninety (90) days and s/he has less than five (5) years of service with the Company; by one and one-half (1 1/2) workdays if s/he has five (5) or more years with the Company, provided, however, no deduction from vacation allowance shall be made for leaves of absence granted due to injury sustained while on duty.

An employee who fails to give fourteen (14) calendar days' notice of resignation in writing, and such notice is not waived by the Company in writing, or who is discharged for confiscation of Company funds or property, shall not be paid for any vacation hereunder.

- G. An employee who has completed probation with the Company, has been laid off, has been paid for all vacation due her/him at the time of termination, and who is subsequently recalled to work shall accrue vacation allowance from the date of her/his reemployment at the rate specified in paragraph B of this Article.
- H. An employee who has not completed probation at the time s/he is laid off and who is therefore not entitled to vacation termination pay shall, if reemployed within a period of time from layoff not exceeding her/his previous service, be granted vacation credit for service prior to such layoff. In no case shall the vacation to which such employee becomes entitled on December 31 of that year exceed ten (10) workdays.
- I. An employee who has been assigned a vacation period shall not have her/his vacation dates changed without her/his consent, unless s/he is notified of such change in writing thirty (30) days in advance of the starting date of her/his vacation. This shall not apply in case of emergency, for example:
1. an act of God,
  2. a strike/picketing, work stoppage, slowdown or other labor dispute by Company or outside employees resulting in a reduction of work,
  3. a national war emergency.
- J. At the employee's option, s/he may choose to be paid or "cashed out" for up to five (5) days of her/his scheduled vacation, provided s/he requests the "cash out" in writing at least seven (7) calendar days in advance of the scheduled vacation. The Company shall pay the employee for the "cashed out" vacation request within fourteen (14) calendar days after the scheduled vacation period.

**ARTICLE 9**  
**PROBATIONARY PERIOD**

New employees shall be considered on probation for the first six (6) months of active service.

Employees that are on any type of leave of absence during the probationary period will have the probationary period extended by the same number of calendar days as the leave of absence.

Mechanics, Aircraft Mechanics, Field Service Technicians and Technical Specialists transferring from other classifications shall have three (3) months in which to qualify and prove their mechanical ability.

**ARTICLE 10**  
**SENIORITY**

Classification seniority shall govern all employees hereunder in the case of retention in case of reduction in force, and reemployment after release due to reduction in force, provided that the employee's qualifications are sufficient for the conduct of the work in the classification to which s/he is to be assigned.

The following conditions shall govern seniority:

- A. Company seniority shall commence with the effective day of placement on the payroll, but will be adjusted for leaves of absence while on probation (see Article 9), and for personal leaves of absence greater than ninety (90) days (see Article 14C).
- B. All references in this Agreement to seniority shall mean classification seniority, except where specific reference is made to Company seniority.
- C. The effective classification seniority date is the date an employee is first assigned to a specific classification under the Agreement. The classification seniority date determines an employee's position on the seniority list for her/his classification group (Aircraft Cleaner, Aircraft Fueller, Aircraft Mechanic, Baggage Repair Technician, Baggage System Operator, Field Service Technician, Line-Haul Driver, Line Haul Team Driver, Mechanic, Ramp Service Clerk, Security Technician, and Technical Specialist).
- D. Classification seniority shall govern all employees hereunder in the case of transfer, retention in case of reduction in force, shift bids, vacation selections, etc.

- E. Prior classification seniority credit shall be retained by an employee for a period not exceeding her/his previous service. Prior classification seniority may be exercised by an employee to return to her/his former classification in the event of a reduction in force, or failure to qualify in another classification.

Except as modified above, all provisions of the Agreement shall apply to all classifications within the Agreement employed by the Company

### **ARTICLE 11** **LOSS OF SENIORITY**

Resignation, discharge for just cause, or failure to accept recall from layoff shall result in forfeiture of seniority and all rights attached thereto.

An employee who accepts a position within the Company that is not covered by this Agreement, and who holds seniority within the Agreement, shall retain, but not accrue, her/his seniority for a period not to exceed sixty (60) days. Such an employee may return to her/his former classification and station provided that s/he elects to return within sixty (60) days of the date that s/he left the position within this Agreement. An employee who exceeds sixty (60) days in a position that is not covered by this Agreement shall forfeit all classification seniority.

### **ARTICLE 12** **REDUCTION IN FORCE**

- A. If a reduction in force for lack of work is needed due to a loss or reduction of a customer contract, it shall be handled separately by classification, and by full time/part time, and shall be done in inverse order of seniority at the station.
- B. An employee having seniority (one who has completed her/his probationary period) and who is directly affected by a reduction in force, will have the following options:
  - 1. Exercise her/his seniority to fill a vacancy at her/his, or another station, within her/his classification, and without an interview process.
  - 2. Full time employees who are affected by the reduction in force may exercise her/his seniority to displace the most junior employee at her/his station within their classification, including part time employees.
  - 3. Part time employees who are affected by the reduction in force may exercise her/his seniority to displace the most junior part time employee at her/his station within her/his classification.



4. At the time of the layoff(s), the affected employee(s) will be advised in order of her/his seniority, her/his choice of the stations where vacancies exist.

For definition purposes:

1. "Station" is considered the entire station (cargo, ramp, warehouse, other departments, etc.).
  2. "Classification" is considered ramp service clerk, aircraft cleaner, etc.
- C. All employees laid off by the Company due to a reduction in force shall provide the Company with a proper address at the time of layoff for the purposes of recall. It is the responsibility of the employee to notify the company in writing of any changes in address after the layoff.

### **ARTICLE 13** **REEMPLOYMENT**

An employee who has completed her/his probationary period and who is laid off by the Company due to a reduction in force shall retain recall rights to her/his former job/classification and station for a period of two (2) calendar years from date of layoff. S/he will retain seniority during this period but will not accrue any seniority during any period of layoff.

Recalls from layoff will be done in seniority order and in accordance with the following process:

1. Full time employees can be considered for full time and part time vacancies that arise during the recall period. Part time employees can only be considered for part time vacancies that arise during the recall period.
2. A full time employee's refusal to accept a part time vacancy will not affect the employee's eligibility to remain on the recall list for a full time vacancy.

During the six (6) month period immediately following layoff, if an employee who has completed probation is re-employed in another station, within the same classification of work, s/he shall be entitled to their previously accrued company and classification seniority. Such classification seniority credit will determine placement on the station's applicable pay scale.

Employees exercising their rights under this Article will have placement rights in the "other station" without an interview process. Employees that may be on layoff with recall rights in the "other station" have placement rights prior to employees that may exercise their rights under this Article.

**ARTICLE 14**  
**LEAVES OF ABSENCE**

- A. When the requirements of the service will permit, an employee hereunder may be granted a leave of absence for a period not in excess of ninety (90) days, except in the case of employees holding positions as International Representatives, International Officers of the Transport Worker Union, or holding full time positions within the International Union or any of its locals. Such employees may be granted leaves of absence of up to twelve (12) consecutive months. When such leaves are granted, the employees shall retain and continue to accrue seniority during such leaves.
- B. When the requirements of the service will permit, such leave or leaves may be extended for additional periods of not to exceed ninety (90) days (not to exceed twelve (12) months in the case of International Representatives and International Officers or employees holding full time positions within the International Union or any of its locals) for each such leave when approved by the Company in writing.
- C. If such leave is extended by the Company, the employee will retain but will not accrue seniority however, those employees on such leaves for Union business shall continue to accrue seniority.
- D. When leaves are granted on account of sickness or injury or pregnancy, an employee hereunder shall retain and continue to accrue her/his seniority until s/he is able to return to duty or is found to be unfit for such duty, except that in no case shall leave for sickness exceed a total continuous period of twenty four (24) months and occupational injury exceed a total continuous period of thirty-six (36) months.
- E. An employee on leave of absence shall report prior to termination date of such leave her/his intention to return to employment. Failure to make such report or secure renewal of leave of absence will terminate leave of absence and her/his employment.
- F. When under the operation of this Agreement, an employee hereunder is chosen to act as a representative of, or a witness for, another employee, or employees, such employee shall be given leave of absence for a period sufficient to permit her/him to appear as such representative or witness. Such leave shall be mutually agreed upon between the Company and the Union in order that it shall not interfere with the Company's service.
- G. Leaves of absence for bona fide Union business will be granted if a written request is submitted to the employee's supervisor in advance to accommodate such request. In the case of employees holding positions as International Representatives, International Officers of the Transport Workers Union or

employees holding full time positions within the International Union or any of its locals, such written request must be submitted by the International Executive Vice President of the Transport Workers Union to the President of the Company.

- H. An employee hereunder returning from leave granted for reasons of sickness or injury or pregnancy, shall be permitted to exercise her/his seniority in resuming her/his classification or any lower classification at the base to which s/he has previously been assigned.
- I. Family Leaves will be granted in accordance with local, state, territorial and federal laws.

**ARTICLE 15**  
**MILITARY LEAVE**

- A. The reemployment and seniority status of any employee hereunder, who, while in the active service of the Company, entered the armed services or the Merchant Marine of the United States, shall be governed by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, or other applicable law.
- B. Time spent on military leave shall count as time worked for purposes of seniority (except for seniority adjustments while on probation in accordance with Article 9), wage rates within the employee's classification and vacation.
- C. An employee granted a leave of absence to go on a tour of duty with the National Guard or other reserve unit shall accrue length of service (adjusted for leaves while on probation) for pay purposes for the period of such leave.

**ARTICLE 16**  
**TERMINATION OF EMPLOYMENT**

- A. Employees who have completed their probationary period who are laid off through no fault of their own shall be given fourteen (14) calendar days notice in writing, or at the option of the Company, two (2) weeks pay at straight time rates in lieu of such notice. This requirement of notice shall not apply to any layoff caused by (1) an act of God, (2) a strike/picketing, work stoppage, slowdown or other labor dispute by Company or outside employees resulting in a reduction of work, (3) a national war emergency, or (4) a loss of a contract from an outside company requiring immediate reduction of work load.
- B. Employees resigning shall give the Company fourteen (14) calendar days notice of resignation in writing.

**ARTICLE 17**  
**BULLETIN BOARDS**

The Company shall provide glass enclosed locking bulletin boards at each station where employees hereunder are employed, marked Transport Workers Union of America, AFL-CIO, and the appropriate Local number, for the posting of official notices of Union activities not inconsistent with the Railway Labor Act. Such notice shall bear the signature of an officer of the Union and shall not contain anything of a defamatory or personal nature attacking the Company or its representatives. A key for the bulletin board will be provided to the Local President.

**ARTICLE 18**  
**ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING CLASSES**

- A. When an employee hereunder is required by the Company to attend training classes during regular working hours, s/he shall be paid for time spent in the attendance of such classes at her/his regular rate and such time shall be deemed as time spent at her/his regular work, provided, however, any time so spent after regular work hours or on a scheduled day off shall not be classed as overtime and shall be compensated for, when attendance is required by the Company, at the employee's regular straight time rate.
- B. When an employee hereunder is required by the Company to attend hearings, or investigations, s/he shall be paid for such time at straight time rates and such time shall not be considered overtime.

**ARTICLE 19**  
**ABSENCE FROM DUTY**

- A. An employee hereunder unable to report for duty shall, unless prevented by reasons beyond her/his control, notify her/his immediate supervisor or other central point set up for reporting purposes by the Company as far in advance of the scheduled starting time of her/his shift as possible.
- B. An employee hereunder shall not be absent from duty without prior permission, in writing, except for reason of sickness, injury or other cause beyond the control of the employee.

**ARTICLE 20**  
**GENERAL**

- A. All orders to, and requests from, an employee involving transfers, promotions, demotions, layoff, reemployment, leaves of absence, or anything affecting her/his pay or status, shall be in writing.

- B. An employee who permanently transfers at her/his own request to another classification of work, or to the same classification at another station, as provided in this Agreement, shall receive the hourly rate per hour based on her/his classification seniority, and based on the station's pay scale but, in no event, shall her/his hourly rate exceed the maximum rate for the classification and station to which s/he transferred. Thereafter, the employee shall receive step increases in accordance with the station's pay scale.

Employees that transfer to other locations or facilities will be prohibited from submitting subsequent transfer requests to another location or facility for a period of six (6) months.

- C. Employees shall wear work clothing that is reasonably suitable and safe for the type of work they are assigned. Lettering of any description other than standard Company insignia as prescribed by the Company shall not be permitted on any work clothing.
1. Where employees are required by the Company to wear standard Company uniforms, such uniforms shall be furnished by the Company.
  2. Open toed shoes, sneakers, athletic shoes and sandals are not considered suitable while on duty.
- D. Whenever the Company establishes minimum tool requirements for any classification of employees hereunder, copies of such requirements and of any revision of such requirements shall be furnished to the Union. The Union may object to any tool requirement and discuss the same with the Company, provided it serves notice within thirty (30) days of receipt of the minimum tool requirements. If agreement cannot be reached on such objections, the requirements, as established, shall prevail, but the Union may take up the disputed points as a grievance under Article 22 of this Agreement.

In the event of the total loss of an employee's tool box and its contents as a result of fire or theft while the box is located on Company property, or while the employee is traveling and/or working on an authorized Field Assignment and stored in a Company designated area, the employee will assume the first \$50 of replacement cost, and the Company will provide up to the following amounts towards the balance of the replacement cost of the tool box, providing the employee submits a detailed list of the contents of the tool box, and a copy of the police report that reflects the reporting of the theft or fire loss of the tool box and its contents.

1. \$1500 for the loss of a "Rollaway" tool box,
2. \$900 for the loss of a "Tote Box,"
3. \$400 for the loss of a "Kit Bag."

This benefit only applies to the entire loss of a tool box/bag and its contents, and only for those tools that are required, as established, in the minimum tool requirements, or for those additional tools as approved in writing, as established locally. It does not cover loss of individual tools.

- E. Up to three (3) days of personal emergency leave with pay for death in the immediate family will be extended to the employees covered by this Agreement. Immediate family includes mother, father, legal guardian, spouse, sister, brother, daughter, son, mother-in-law, father-in-law, step-mother, step-father, employee's grandparents or relative who is a resident of the household.
- F. Employees called for jury duty shall receive in accordance with Company regulations their regular straight time rate less the fee received for jury services. Such an employee shall promptly show her/his supervisor the jury summons and, also, provide a copy of the court's validation of jury service when completed.
- G. The Company will provide each employee with a copy of this Agreement.
- H. The Company will forward to the Director-Air Transport Division of the Union copies of Company regulations expressly referred to in the Agreement. Revisions to these Regulations will also be forwarded.
- I. The Company will forward to the ranking Local Union Representative a copy of the regular crew list schedule for the station. The crew list schedule shall include scheduled shift hours and scheduled days off.
- J. No employee will be required to participate in a bomb scare investigation against her/his wishes. The Company will provide death and permanent disability insurance coverage for employees, as set out below, applicable if a bomb explosion in or about aircraft on the ground is the proximate cause of such death or disability:

|                            |           |
|----------------------------|-----------|
| Death                      | \$100,000 |
| Total Permanent Disability | \$100,000 |
| Total Loss of Two Members  | \$100,000 |
| Total Loss of One Member   | \$50,000  |

Member, as used herein, is defined as arm, leg or eye.

Bomb scare insurance will be handled by blanket coverage, and employees covered thereby will not have to sign individual application forms, except for designation of a beneficiary.

In the event of a bomb scare the employees will be notified as soon as possible prior to servicing aircraft or facilities.

Employees already servicing aircraft or facilities will be told immediately of a bomb scare.

- K. Vacancies that occur at stations between shift bids must be posted at the station in all departments for at least seven (7) days. Employees interested in transferring must submit requests in writing. Preference in filling the vacancy will be given to employees already within the classification. If more than one (1) employee submits a transfer request for the vacancy, the position will be awarded to the most senior employee within the classification, regardless of full time/part time status.

**ARTICLE 21**  
**NO DISCRIMINATION AND RECOGNITION**  
**OF RIGHTS AND COMPLIANCE**

- A. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, color, race, creed, national origin or sexual orientation.
- B. The Union recognizes that the Company shall have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain discipline and efficiency in its hangars, stations, shops or other places of employment, and the right of the Company to hire, discipline and discharge employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of management not enumerated, which do not conflict with other provisions of this Agreement.
- C. Any decisions or agreement relating to the interpretation or application of this Agreement made jointly by the Company and the Union shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.
- D. All letters of discipline (warning or suspension) will be removed after a period of two (2) years from date of issuance.

**ARTICLE 22**  
**REPRESENTATION, GRIEVANCE PROCEDURE AND SYSTEM BOARDS**  
**REPRESENTATION:**

- A. The Union may select a representative among the employees hereunder at each station at which employees hereunder are based.
- B. The Union shall notify the Company, in writing, of the names of its representative and any changes in the representatives. The Company shall notify the Union, in writing, of the management positions with whom said representatives shall deal.
- C. Before written notification of discipline or dismissal is given to an employee, s/he shall be afforded the opportunity to discuss the matter with her/his supervisor. If s/he so desires, s/he shall have a Union representative in such discussion. Nothing herein shall be construed as preventing the Company from holding an employee out of service pending such investigation.
- D. An employee hereunder who has completed her/his probationary period shall not be disciplined or dismissed from the service of the Company without written notification of such action, nor without an investigation and hearing thereon.

Nothing in this Agreement shall extend to a probationary employee the right to such a hearing or the right to present a grievance of her/his dismissal from service.

- E. Such investigation and hearing shall be held by an official designated by the Company, other than the supervisor proposing the dismissal. At such hearing or investigation, the employee may be represented, if s/he so requests, by her/his duly authorized representative.
- F. Appeals from a decision of an official conducting such investigation and hearing may be taken as outlined below.

**GRIEVANCE PROCEDURE:**

- G. An employee hereunder who believes s/he has been unjustly dealt with, or that any provision of this Agreement has not been properly applied or interpreted, or against whom the Company has preferred charges in writing, may present her/his grievance in writing, in person or through her/his representative, to her/his immediate supervisor if said grievance is presented within seven (7) days of the occurrence of the event upon which the grievance is based. Said immediate supervisor shall investigate and evaluate the grievance or complaint



and render her/his decision in writing as soon as possible, but not later than seven (7) days after receipt of said grievance.

- H. If the decision of the immediate supervisor is not satisfactory to the employee whose grievance is being considered, it may be appealed by the employee or her/his representative in writing within ten (10) days to the Chief Operating Officer designated by the Company, who shall fully investigate all the facts upon which said grievance is based and shall render a decision in writing thereon as soon as possible but not later than ten (10) days following receipt of the appeal.
- I. If, as a result of a decision in any of the above steps of the grievance procedure, as provided herein, an employee is exonerated, s/he shall, if s/he has been held out of service, be reinstated without loss of seniority and shall be paid at regular rates for time lost.
- J. If a decision made by the Company under the provisions of this article is not appealed by the employee affected within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.
- K. If the decision of the designated Chief Operating Officer is not satisfactory to the employee, the grievance and the decision thereon may be appealed by the employee or her/his representative in writing to the System Board of Adjustment; provided, however, said appeal must be submitted within twenty (20) days of receipt of the decision rendered by the designated Chief Operating Officer.

BOARD OF ADJUSTMENT:

- L. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it, which board shall be known as the "System Board of Adjustment," hereinafter referred to as the "Board."
- M. The Board shall have jurisdiction only over disputes between the Company and the Union or any employee or employees governed by this Agreement growing out of grievances involving interpretation or application of this Agreement. The Board shall have no jurisdiction whatsoever over proposals or disputes relating to general changes in hours of work, rates of pay, rule or working conditions. Proposals relating to general changes in hours of work, rates of pay, rules or working conditions shall be handled in the manner provided for in Article 32 of this Agreement.

- N. The System Board of Adjustment shall be composed of four (4) members; two (2) selected by the Company, and two (2) selected by the Union, or two (2) members; one (1) selected by the Company, and one (1) selected by the Union.
- O. The members of each Board shall continue to serve until such time as the parties selecting the representative members shall select their successors, which may be at any time except during the consideration of a case.
- P. Each Board shall meet at the Field or System Headquarters of the Company, or other designated locations, as the case may be, provided that at such times there are any cases filed or pending before the Board. The Chairman or Vice Chairman may, if circumstances require, call a special meeting at any other time. The date on which the Boards will meet shall be established by the Chairman and the Vice Chairman. In order to eliminate any possible conflict in meeting dates, the schedule will be coordinated by the Assistant Vice President of Labor Relations for the Company and the Director of the Air Transport Division or her/his designee for the Union.
- Q. The members of the respective Boards shall select a Chairman and Vice Chairman whose terms of office shall be one (1) year, provided, however, that the offices of Chairman and Vice Chairman shall be filled alternately by a member representing the Company and a member representing the Union, that is, when a Union member is Chairman, a Company member shall be Vice Chairman, and vice versa.
- R. The Chairman, or in her/his absence, the Vice Chairman, shall preside at meetings of the Board and shall have a vote on the adoption of all decisions of the Board.
- S. All disputes referable to the Board shall be sent to the office of the Board in the general office of the Company and that office shall assign a docket number according to the order in which the dispute is received.
- T. A dispute submitted to the Board shall be in the form of a joint submission agreed to by all parties and shall state:
1. The name of the employee or employees involved if the dispute grows out of grievances of individual employees;
  2. A statement that an attempt has been made to obtain an adjustment of the dispute in the manner provided for in applicable System Agreements between the parties and that the parties have failed to reach in such manner a satisfactory adjustment;
  3. A statement of the nature of the dispute (including question or questions at issue) and the basis for jurisdiction of the Board of Adjustment;

4. The position or contention of the Union and of the employee or employees; and
  5. The position or contention of the Company.
- U. If all parties to the dispute cannot agree on a joint submission, then and only in that event, any party to the dispute may submit the dispute by petition, which shall contain all the statements required in a joint submission. In all cases where a dispute is not submitted in the form of a joint submission, the party or parties to the dispute who have not joined in the submission shall be served with a copy of the petition at least fifteen (15) days before the date set for the hearing and shall have the right within such fifteen (15) day period to file with the Chairman of the Board a written answer thereto.
- V. Seven (7) copies of each submission or petition, including all papers and exhibits in connection therewith, shall be delivered to the Chairman or Vice Chairman of the Board, who shall immediately transmit one (1) copy thereof to each member of the Board, one (1) copy to the Company and one (1) copy to the Union. Unless the parties agree otherwise, all cases shall be set for hearing by the Board in numerical order according to the docket number assigned. If the Company member and the Union member of the Board jointly consider a case of sufficient urgency and importance to warrant an expedited hearing, a hearing shall be scheduled within fifteen (15) days of their request.
- W. Upon request of either party to the dispute or of the Board members, the Board shall summon witnesses to testify at Board hearings. The number of witnesses who are employed by the Company shall not be greater than the number which can be spared without interference with the service of the Company.
- X. A majority vote of all members of a Board shall be competent to make a finding or a decision with respect to any dispute properly before it, and such finding or decision shall be final and binding upon the parties to such dispute.
- Y. Upon failure of the Board to agree upon a finding or decision because of the inability to secure a majority vote, the party who submitted the petition under paragraph (I) of this Article may elect in writing:
1. To immediately appeal or to withdraw the petition; or
  2. To utilize a period of up to sixty (60) calendar days to decide whether:
    - a) To withdraw the petition; or
    - b) To appeal the case to arbitration.

If the petitioning party decides to appeal the case, it shall be to an impartial person to be known as the "Referee" who will sit with the Board as an additional member thereof in the further hearing and determination of the case.

Within five (5) workdays after the receipt of a written appeal, or the completion of the sixty (60) day calendar period during which the case has not been withdrawn, the Director, Employee Relations or her/his designee for the Company and the designated representative for the International Union shall forthwith proceed to select a referee to sit with the Board. If the parties are unable to agree upon the selection of such additional member within fifteen (15) calendar days, they shall promptly request the American Arbitration Association to select a referee in the manner described in Rule 12 of its Voluntary Labor Arbitration Rules.

- Z. Board findings and decisions shall be stated in writing and shall be rendered within thirty (30) days from the close of hearing, unless such period is extended by agreement of the parties to the dispute. In each case, a copy of the finding or decision shall be furnished the Company, the Union and such employee or employees, as are parties to the dispute. If a dispute arises as to the interpretation of the finding or decision, then upon request of the Company, the Union or such employee or employees as are parties to the dispute, the Board shall interpret the finding or decision.

57

- AA. The Board shall keep complete and accurate records of all matters submitted to it and of all findings and decisions made. A stenographic record at all Boards will be taken if requested by either party to the dispute. In such case, the cost of such record shall be borne by the requesting party. The other party, upon request, will be furnished a copy of the record, in which case the cost of such record shall be borne equally by both parties to the dispute.
- BB. All expenses of the Board, including those incurred by reason of the participation of a referee in the determination of the controversy as herein provided, shall be borne one-half (1/2) by the Company and one-half (1/2) by the Union. The salary or compensation of the members of the Board, if any, shall be paid by the parties selecting such member or members. Each party will assume the compensation, travel expense and other expenses of the Board members selected by it and of the witnesses called or summoned by it.
- CC. Every Board member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the employees hereunder may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board

member. Each party shall specifically instruct each Board member selected that they shall at all times while serving in that capacity act not as a partisan or advocate of a partisan group or cause but shall act and serve solely to render impartial findings and just decisions.

- DD. Essential witnesses who are employees of the Company shall be furnished transportation in a manner agreeable to by both parties from the point of duty to the point of hearing and return, and such witnesses shall be granted leaves of absence without pay for sufficient time to permit them to appear as such witnesses. The number of witnesses who are employed by the Company shall not be greater than the number, which can be spared without interference with the service of the Company. Witnesses who are not employees of the Company, who may be called by either party, shall be provided transportation by the party requesting their presence to the point of the hearing and return subject to Governmental regulations.

### **ARTICLE 23** **NO STRIKE - NO LOCKOUT**

It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them, and, therefore:

1. The Company shall neither cause nor permit a lockout during the life of this Agreement, and
2. Neither the Union nor the employees covered hereunder shall engage in a strike, sit-down, walkout or stoppage, slowdown, or curtailment of work for any reason regardless of whether the dispute involves the Company or a different employer, during the life of this Agreement.

### **ARTICLE 24** **SICK LEAVE**

- A. Full time and part time (Legacy WFS Employees hired on or before March 31, 2017) who complete twelve (12) months of service with the Company shall be credited with the equivalent of six (6) days of sick leave for the calendar year in which the twelve (12) month period is completed. Full time employees (Legacy CAS/IAS) hired on or before March 31, 2017 who complete twelve (12) months of service with the company shall be credited with the equivalent of six (6) days of sick leave for the calendar year in which the twelve (12) month period is completed. Full time employees hired on or after April 1, 2017 who complete twelve (12) months of service with the company shall be credited with the equivalent of five (5) days of sick leave for the calendar year in which the twelve (12) month period is completed. Part time employees hired on or before March 31, 2017 (Legacy CAS/IAS) and part time

employees hired on or after April 1, 2017 do not earn sick leave, unless a state mandate requires it.

- B. Upon being credited with the applicable equivalent six (6) or five (5) days of sick leave, as mentioned in paragraph A above, an employee shall thereafter accrue an amount equal to six (6) or five (5) days per year. Such sick leave accrued during a calendar year shall not be used prior to January 1 of the following year.
- C. Unused sick leave shall be cumulative up to a maximum of one hundred and sixty (160) hours; no more than the equivalent of twenty (20) full time days. Employees hired on or after April 1, 2017 may roll over up to 50% of sick days if no sick days were used to a maximum of one hundred and sixty (160) hours; no more than the equivalent of twenty (20) full time days. Legacy WFS employees hired on or before March 31, 2017 can still bank up to 90 days.
- D. Paid sick leave will cover all illnesses, non-occupational accidents or occupational injuries and subject to the following:
  - 1. On the 1st and subsequent days of one continuous absence, the employee will be given her/his base rate (equal to 20% of their weekly scheduled hours (25% for employees on Modified Workweeks) for each day missed subject to the accrual maximum.
  - 2. Employee will be paid a straight time rate (equal to 20% of their weekly scheduled hours; 25% for employees on Modified Workweeks) for first day sick on an occupational illness/injury.
- E. Injury on duty benefits will be in accordance with the applicable worker's compensation law.
- F. Employees that submit their resignation from employment cannot use accrued sick time during the resignation period unless a doctor's note is provided to substantiate the illness.

## **ARTICLE 25** **TEMPORARY EMPLOYEES**

Temporary employees may be engaged by the Company to accomplish and perform work of any temporary nature not to exceed forty-five (45) days, but if qualified employees laid off due to a reduction in force are available at the station or location where such work is to be performed, they will be given the first opportunity of such employment.

Notwithstanding the above, temporary employees may be engaged at each station/location to accomplish and perform work twice within the calendar year for

periods not to exceed forty-five (45) days for each occurrence. If qualified employees laid off due to a reduction in force are available at the station or locality where such work is to be performed, they will be given the first opportunity of such employment.

When such assignments are deemed necessary, the Company will notify the Union prior to said hiring to discuss the station, location, duration and nature of assignment.

Any additional temporary employees engaged under this Article not subject to the above, such as seasonal stations, will be subject to mutual consent between the Assistant Vice President Labor Relations and the TWU Local President or her/his designees.

## **ARTICLE 26** **MEAL PERIODS**

- A. Meal periods shall be thirty (30) minutes, except where a longer meal period is agreed upon between the parties and shall be unpaid. Total meal period not to exceed sixty (60) minutes.
- B. Meal periods shall be scheduled not earlier than two and one-half (2 1/2) hours after commencement of work and not later than six (6) hours after commencement of work for full time employees.
- C. If an employee is not scheduled for a meal period within the foregoing time span, the meal period shall be provided between the sixth work hour and the end of the employee's scheduled shift and the employee shall receive thirty (30) minutes additional pay at her/his regular straight time rate.
- D. Part time employees required to work in excess of five (5) hours will be allowed a thirty (30) minute unpaid meal period. The provisions of B above shall not apply.

## **ARTICLE 27** **UNION SECURITY**

- A. All employees covered by this Agreement shall, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties). An employee may have her/his membership dues deducted from her/his earnings by signing the form "Assignment and Authorization for Check-Off of Union Dues," as hereinafter set forth or, if no such authorization is in effect, s/he must pay her/his initiation fee and membership dues directly to the Union.

- B. All new employees, and those temporary employees in seasonal stations, except forty-five (45) day temporary employees as defined in Article 25, of the Company hired on or after the effective date of this Agreement shall become members of the Union immediately upon employment with the Company and shall, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying initiation fees and membership dues.
- C. If any employee who has resigned from the Company or has been laid off is reemployed or recalled, s/he shall be considered to have satisfied the provisions of B above and shall be required to immediately maintain membership in the Union as outlined in B above.
- D. Employees who are or become members of the Union under paragraphs A or B above shall pay membership dues as set forth herein, except that payment for membership dues shall not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification not covered by this Agreement.
- E. "Member of the Union," where used herein, shall mean any employee who is a member of the Union and is not more than sixty (60) days in arrears in the payment of initiation fee and membership dues as specified herein.
- F. When an employee who is a member of the Union becomes delinquent within the meaning of paragraph E hereof, the following procedure shall apply:
  - 1. The Director of the Air Transport Division of the Union shall notify the employee in writing, certified mail, return receipt requested, copy to the President of the Company, that s/he is delinquent in the payment of initiation fee and membership dues, as specified herein, and accordingly, is subject to discharge as an employee of the Company. Such letter shall also notify the employee that s/he must remit the required payment within fifteen (15) days of the date of mailing of the notice, or be subject to discharge.
  - 2. If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Director of the Air Transport Division of the Union shall certify, in writing, to the President of the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The President shall then take proper steps to discharge such employee from the services of the Company.
  - 3. An employee discharged by the Company under the provisions of this paragraph shall be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.



- G. Any discharge under the terms of this Article shall be based solely upon the failure of the employee to pay or tender payment of initiation fee and membership dues, as specified herein, and not because of denial or termination of membership in the Union upon any other ground.
- H. Any grievance by an employee concerning the interpretation or application of the provisions of this Article shall be subject exclusively to the following procedure:
1. An employee who believes that the provisions of this Article pertaining to her/him have not been properly interpreted or applied may submit her/his request for review, in writing, within five (5) days from the date the grievance arises, except that a grievance arising under paragraph F1 must be filed within the fifteen (15) day period specified therein. The request will be submitted to her/his immediate supervisor who will review the grievance and render her/his decision, in writing, not later than five (5) days following the receipt of the grievance.
  2. The immediate supervisor will forward her/his decision to the employee with a copy to the Local Union Accredited Representative. If the decision is not satisfactory to both the employee and the Union, then either may appeal the grievance directly to the System Board of Adjustment, established under Article 22 of this Agreement, within ten (10) days from the date of the decision. The terms and provisions of such Article shall be applicable except as otherwise specified herein.
  3. If the Union should appeal the decision to the System General Board of Adjustment, it shall prepare a joint submission of the grievance setting forth the Union's and the employee's position and forward copies to the employee, the President of the Company and to the members of the System General Board of Adjustment. If the employee should appeal the decision, s/he may request the President of the Company to prepare the submission papers in her/his behalf for the System General Board of Adjustment. In this event, such request shall be made by the employee, in writing, to her/his immediate supervisor who will transmit, through the local Station Manager all facts, data, and information concerning the grievance, together with a copy of the decision, from which appeal is taken. The President of the Company will forward copies of the employee's separate submission to the employee, the local Station Manager, the Director of the Air Transport Division of the Union and to the members of the System General Board of Adjustment.
  4. During the period a grievance is filed under the provisions of this paragraph and until after final award by the System General Board of

Adjustment, the employee shall not be discharged from the Company because of noncompliance with the terms and provisions of this Article.

- I. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims, which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.
- J. The Company will not interfere with, restrain, or coerce employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.
- K. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to her/his right to work, or in respect to Union activity or membership, and further there shall be no solicitation of employees for Union membership on Company time. The Union further agrees that the Company may take disciplinary action for any violation of this provision.
- L. During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union and remit to the Union membership dues uniformly levied in accordance with the Constitution and Bylaws of the Union and as prescribed by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes the following agreed upon form. This form, also to be known as the "Check-Off Form" shall be prepared and furnished by the Union.
- M. When a member of the Union properly executes such "Check-Off Form," the Director of the Air Transport Division of the Union or the Station Manager shall forward an original copy to Payroll-Worldwide Flight Services, Bldg. 151, JFK International Airport, Cargo Area A, Jamaica, NY 11430 Any Check-Off Form, which is incomplete or improperly executed, will be returned to the Director or the Station Manager for proper completion. Any notice of revocation as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the employee and delivered by certified mail, addressed to the Company at the address indicated above, with a copy to the Local Union. Check-Off Forms and notices received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
- N. When a Check-Off Form, as specified herein, is received by the Company on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Article. The Company will remit to the Union a monthly check in payment of all dues collected in the previous month, as soon as possible after the month closes. These remittances will be subject to normal

accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union membership dues to the Union will be accompanied by a list of names, employee numbers and station numbers of the employees for whom deductions have been made in that particular period, arranged in order of their employee numbers. Additionally, the Company will supply in duplicate to the office of the Union a listing of those employees who are on leave of absence, have accepted a position outside the bargaining unit, or have terminated employment with the Company.

O. No deductions of Union dues will be made from the wages of any employee who has not executed a Check-Off Form and who has been transferred to a job not covered by this Agreement, or who is on a leave without pay. Upon return to work within a classification covered by this Agreement, deductions shall be automatically resumed provided the employee has not revoked the assignment in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

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

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

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

## **ARTICLE 28** **PHYSICAL EXAMINATIONS**

If an employee fails to pass a Company physical examination and if no other work is available covered by this Agreement for which s/he is qualified, s/he may be released from employment.

Any employee hereunder who fails to pass a Company physical examination may, at her/his option, have a review of her/his case in the following manner:

- A. Within fifteen (15) days he may employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination was made by the medical examiner by the Company.
- B. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company within fifteen (15) days following the examination unless additional time is required by the doctor, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the cases shall be afforded.
- C. In the event that the findings of the medical examiner chose by the employee shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and approve a third qualified and disinterested medical examiner, preferably a specialist for the purpose of making a further physical examination of the employee.
- D. Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor shall constitute a board of three (3); the majority vote of which shall decide the case.
- E. If the majority opinion of the board of three (3) medical examiners upholds the employee's case, s/he shall be restored to her/his former job and be paid for time lost, at straight-time rates, less any amount s/he may have received as compensation during the interim period.
- F. The expense of employing the disinterested medical examiner shall be borne one-half by the employee and one-half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.

**ARTICLE 29**  
**GROUP INSURANCE PLAN**

The Company will offer a Group Life, Dental & Medical Expense Benefits Plan to all full time employees, as well as, to part time employees hired before July 12, 1996, providing those part time employees were enrolled in the group insurance plan prior to January 1, 2001. Such employees will be eligible to participate after the completion of the first ninety days (3) months on active payroll. Once an employee is eligible and elects to participate in the plan, any change in status will not affect eligibility. The Plan will be on an optional basis and subject to the following provisions:

1. The employee contribution shall be equal to 40% of the total cost of the plan to the Company.
2. Employee contribution shall be made per pay period.
3. The employee contribution shall be adjusted annually on January 1st.
4. The annual adjustment shall not exceed.  
  
\$ 5.00 per month for employee coverage  
\$10.00 per month for employee and family coverage
5. Changes in plan enrollment during the plan year are subject to Life Event qualifications as defined by Section 125 of the Internal Revenue Service code.
6. Those part time employees hired on or after July 12, 1996, and prior to January 1, 2001, are eligible to purchase the group insurance plan at the prevailing cost to the Company after the completion of ninety days (3) months of service, providing they were enrolled in the plan prior to January 1, 2001.

Annual deductibles shall be \$150 for (single) employee and \$400 deductible for family coverage.

### **ARTICLE 30** **PART TIME EMPLOYEES**

The Company may utilize part time employees in all classifications under this Agreement at all stations. The Union has a right to confer and review work schedules with the Company on the appropriate usage of part time employees. The provisions of the Agreement shall apply to part time employees, except as follows:

- A. Any vacancy or vacancies may be declared by the Company to be part time.
- B. A part time vacancy or vacancies will be filled by the most qualified senior employee(s) requesting to fill such vacancy or vacancies in accordance with the following order of preference:
  1. By full time employees in the same classification currently working at the station.
  2. By an employee with recall rights to the station.

3. By new employee(s).

A full time employee's refusal of part time work will not affect that employee's seniority or recall rights under this Agreement.

C. A part time employee shall be scheduled as follows:

1. For no less than three (3) consecutive, but no more than six (6) consecutive hours in a workday and for a maximum of five (5) consecutive workdays in a workweek.
2. For up to seven-and-one-half (7 1/2) consecutive hours (excluding meal periods) for up to four (4) consecutive workdays in a workweek.
3. Part time employees may volunteer for split days off. Probationary employees may be assigned to split days off during probation only.
4. The Company will not schedule an employee for less than fifteen (15) hours per week, unless required to do so by irregular schedule pattern by its customer (e.g.: charter flights, flights which operate less than five (5) days per week, etc.).

When required to utilize employees for shifts of less than fifteen (15) hours a week, Headquarters Labor Relations shall notify the TWU International Representative.

D. A part time employee will accrue Company and Classification seniority on the same basis as a full time employee.

E. Split Shifts

Notwithstanding the above and where required to meet the Company's operational requirements, and where such requirements coincide with the desire of part time employees to volunteer to work more than one part time shift in a twenty-four (24) hour workday, the Company may post split shifts for bid by volunteers. Such combination of part time shifts are defined as split shifts subject to the rules below:

- The combination of two (2) scheduled shifts may not exceed a total of eight (8) work hours.\*
- Any combination of eight (8) hours may be used, except that no shift may be less than three (3) consecutive work hours and no more than five (5) consecutive work hours in a workday.\*

- Split shifts shall be separated by a time interval of not less than two (2) consecutive hours and not more than five (5) consecutive hours.

- The rights and status of employees electing split shifts as part time employees remain as defined under this Article.

- Shift differential will be paid only for the work period to which the differential applies.

- The Company may, upon seven (7) days notice, terminate one segment of such scheduled split shift at its option.

- Part time employees may volunteer for split days off.

\*Employees that are scheduled for a total combination of at least seven (7) hours per day, and five (5) days per week, are considered to be full time and will be governed by the full time rules under this Agreement.

F. Part Time Vacations (for those employees hired prior to September 30, 2000)

1. The amount of vacation accrued will be determined by length of service (as for full time employees) adjusted for leaves of absence and layoff.

2. Compensation for a vacation for part time employees shall be equal to the regular rate of pay for the number of hours per day that the employee is scheduled to work during the period in which the vacation is taken.

3. Notwithstanding the provisions of Article 8 of the Agreement, in the event that a full time employee changes status and becomes a part time employee, all accrued vacation shall be paid off at the time of the change. The employee shall then accrue vacation allowance from the date of the change in status in the same manner as all other part time employees.

4. Part time employees ***hired or integrated*** on or after September 30, 2000 are not entitled to paid vacation, unless mandated by federal regulations.

Note: Due to Integration Agreements with MAS, employees in the classification of part time aircraft cleaner at the time of integration at BWI, DTW, IAH and PHL, and the former part time PHL IBT employees are also eligible for paid vacation.

G. Pay Progression

Part time employees will progress in the same manner as fulltime employees.

**ARTICLE 31**  
**SAFETY**

- A. The Company agrees to furnish good drinking water and sanitary fountains; the floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions. Shops and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available. At field stations, individual lockers will be provided for all employees where adequate space and facilities are reasonably available. Every effort will be made, as early as possible, to provide space and lockers for employees at such field stations. Additionally, the Union shall have the right to confer with the designated Company official on transportation to and from fields and stations.
- B. No employee will be required to work under unsafe or unsanitary conditions and in order to eliminate, as far as possible, accidents and illness a Joint Safety Committee composed of an equal number of Union representatives (may be selected by the Union), not more than five (5), and Company representatives, not more than five (5), will be established at each location on the system where employees covered by this Agreement are employed. It shall be the duty of the Safety Committee to:
1. Receive and review Company accident, injury and job related illness reports pertinent to the Safety Committee investigation, and make recommendations to prevent recurrence.
  2. Receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations to resolve such hazards and complaints.
  3. See that all applicable sanitary and safety regulations are complied with.
  4. Make recommendations for the maintenance of appropriate sanitary and safety standards. Joint Safety Committee meetings will be scheduled by mutual agreement between the Company and the Union.
- C. The Company shall furnish all necessary safety devices for employee working on hazardous or unsanitary work, and employees will be required to use or wear such devices in performing such work. The Company shall promptly notify the employees and the Union of the use of any material, equipment or procedure known to be hazardous to employees exposed, and the known procedures to control the hazards. The Company will provide the Union with the result of any management or government health and safety survey concerning the employees represented by the Union.



**ARTICLE 32**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of April 1, 2017. It shall continue in full force and effect until and including April 1, 2020 and shall renew itself until each succeeding April 1st, thereafter, except that a written notice of intended change may be served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It is agreed by the parties that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, without serving written notice as provided for in the above paragraph.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of April 2017.

FOR TRANSPORT WORKERS  
UNION OF AMERICA, AFL-CIO

WORLDWIDE FLIGHT SERVICES INC.

\_\_\_\_\_  
M. Bakalo, International Admin. V. P.  
Air Transport Division

\_\_\_\_\_  
Richard Pacheco, Vice President of HR

WITNESS-LOCAL 504:

WITNESS-COMPANY:

\_\_\_\_\_  
Richard Boehm, President

\_\_\_\_\_  
Robert Limone, Director of Labor &  
Compliance

\_\_\_\_\_  
Monteith Charles, Executive Vice  
President

**WORLDWIDE FLIGHT SERVICES, INC.**  
1925 W. John Carpenter Freeway, Suite 450  
Irving, TX 75063

July 12, 2005

Mr. Richard Boehm, President – Local 504  
Transport Workers Union of America, AFL-CIO  
153-33 Rockaway Blvd.  
Jamaica, NY 11434

Re: MIA Living Wage

Dear Richie:

This letter will confirm our discussion and shall constitute a Letter of Agreement between Worldwide Flight Services and Transport Workers Union.

Since the MIA Living Wage Ordinance established a wage greater than the existing MIA Ramp and Cleaner pay scale, the parties agree to establish the following pay structure for MIA employees covered by a current Living Wage Ordinance.

- This agreement will be implemented by placing all employees at the applicable Living Wage pay rate.
- Employees will be provided with pay increases in \$0.25 increments for each two (2) years of classification seniority, maximum \$1.25. For example, an employee with six (6) years of classification seniority will be paid \$0.75 in addition to the established Living Wage rate.

In the event that the Living Wage Ordinance is discontinued, the station will revert to the pay scale established in the Agreement, and the employees will be placed on the scale according to their classification seniority.

If this Letter of Agreement is acceptable to you, please indicate your concurrence by signing below.

Agreed:

\_\_\_\_\_  
Richard Boehm

Sincerely,  
James Enright  
Sr. Vice President  
Human Resources