

Collective Bargaining Agreement
Between
ABM Industry Groups; LLC
And
International Brotherhood of Teamsters



Local Union 295

August 1, 2020 – July 31, 2025

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AGREEMENT

Agreement entered into between [ABM Industry Groups; LLC] hereinafter called the "Employer," and LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union," to govern all hours, wages and working conditions herein set forth, to continue from August 1, 2020 to and including July 31, 2025.

ARTICLE I: RECOGNITION

- A. The Company recognizes the Union as the collective bargaining agent with respect to the rates of pay, wages, hours and other terms and conditions of employment of all employees in the classification of bus operators, fuelers /cleaners, and other bus service employees (hereinafter referred to as the JFK/LGA Port Bussing Bargaining Unit) employed by the Company in its Port Authority Bus Operations Department at the John F. Kennedy and LaGuardia International Airports, hereinafter "JFK" or "LGA".
- B. The classifications of employees contained herein do not require the Company to have employees in any such classification. There will be no restrictions upon the Company using an employee in one (1) classification on a job in any other classification. In the event an employee is temporarily assigned to work in a classification for which the rate of pay is higher than the pay received by the employee in his regular classification, he shall receive the rate of the higher classification. In the event an employee is temporarily assigned to work in a classification for which the rate of pay is lower than the pay received by the employee in his regular classification, he shall receive the rate of pay of his regular classification. New classifications and the respective wages for those classifications may be added as required by the Company upon agreement with the Union.
- C. The Company has the right to use employees from other Union Bargaining Units or from either JFK or LGA on an emergency basis to perform any work required to satisfy its obligations to its customers.

ARTICLE II: UNION SHOP

- A. It shall be a condition of employment that all employees of the Company in the Bargaining Unit described heretofore, who are members of the Union in good standing on the effective date of this Agreement or the date on which it is executed, whichever is later, shall remain members in good standing. Each other employee in the Bargaining Unit shall, as a condition of employment, become and remain a member in good standing of the Union on the ninety-first (91st) day following the latter of the beginning of his employment or the effective date of this Agreement or its execution date, or at the end of any probationary or trial period.



- B. The Company will, within three (3) days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph, unless the employee within that period corrects the deficiency in dues, initiation or reinstatement fee.
- C. The union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims, awards decisions or judgments, or any other form of liability which may be made or obtained by any employee against the Company by virtue of the application or interpretation of any provisions of this Article.

ARTICLE III: HOURS OF WORK

- A. As used in this Agreement, a work week shall be any five days followed by two (2) consecutive days off that fall within the Company's pay period (currently commencing at 12:00 AM Saturday and ending at 11:59 Friday. A workday shall be a twenty-four (24) hour period commencing with the employee's scheduled starting time.
- B. In the event an employee reports for work on any regularly scheduled workday without previous notification not to report to work, he shall receive his scheduled number of hours of work or pay for same at the regular hourly rate for his classification unless the Company's failure to provide work is due to causes beyond the control of the Company in which case the employee will not be entitled to reporting pay. The employee shall be required to do work assigned to him by the Company.
- C. An employee's work week shall consist of five (5) consecutive days, eight (8) hours per day within the employee's bidded seven-day period. Hours worked in excess of 40 hours per week shall be paid at the overtime rate listed at time and one-half (1-1/2). Employees who successfully bid a sixth or seventh day shall receive a minimum of eight (8) hours pay at time and one-half (1-1/2) for the sixth and seventh day. No provisions herein shall be construed as a guarantee of hours work per day or per week or as a guarantee of days per week.
- D. The Company may institute staggered shifts or shifts consisting of a ten (10) hour workday four (4) days per week, or both. The workdays need not be consecutive, but two (2) of the days off must be consecutive. In such event, overtime and similar provisions of this Agreement shall be adjusted accordingly.
- E. The Company may employ part time employees in all classifications. A part time employee assigned to JFK or LGA is an employee who works a minimum of twenty-five (25) hours per week but less than thirty (30) scheduled hours in a workweek. Minimum shift for part time employees shall be five (5) hours per day.
- F. Any employee who is not going to report for a regularly scheduled shift shall notify the Company at least two (2) hours prior to the start of his shift. Employees will be required to

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work a minimum two (2) hours after their scheduled shift if a replacement, not having called in, does not report to work.

- G. The Company can change the hours of work in a workday and the number of days that constitute a work week by giving written notice to the employee at least seventy-two (72) hours before the schedule is to take effect. No notice shall be required in the case of an emergency.

H - Meal Break.

Full-Time Employees.

- (a) A day's work for a full-time employee shall be exclusive of one (1) hour for lunch, which period shall not start before the beginning of the fourth hour and not later than the end of the sixth hour. **The Parties intention is that an employee's meal break will occur near the midpoint of the employee's work shift. The employer may ask the employee to work through his/her lunch hour, at which time they will be compensated at the overtime rate of time and one-half (1 ½) beyond eight (8) hours.**
- (b) If an employee is called in prior to the start of his/her bidded shift, the employee may take his/her meal break at their bidded time or earlier (to correspond with the actual start time) at the employee's option, provided, it does not interfere with the service of the bus route.

2. Part-Time Employees.

Part-time employees shall not be entitled to a meal break during their part-time workday. If, however, such employees are required to work more than **six (6) eight (8) hours, they shall be provided a meal break near the midpoint of the employee's work shift. If a part-time employee (who is required to work six (6) hours of more) is prevented from taking his/her meal break, the employee will be compensated for his/her skipped meal break at one and one half times his/her regular rate of pay.** Moreover, it is understood and agreed that the Employer, in the exercise of its discretion and in accordance with its operational needs and requirements, may direct a part-time employee to take an unpaid meal break of one (1) hour. If, however, such meal break is directed and taken, the employee shall be guaranteed to work at least eight (8) hours. The meal break shall commence between the start of the sixth (6th) and not later than the start of the seventh (7th) hour.

3. 10-10 Breaks

Restroom breaks: Proper toilet facilities will be designated at or near the end of each route. The operator will be required to contact dispatch with the bus radio prior to leaving the assigned route and advising dispatch of the change. If dispatch does not answer by the time the employee arrives at the necessary rest stop, the employee shall call back dispatch upon their return to the bus. This does not authorize employees to go off route for personal errands and fast food stops.

ARTICLE IV: RATES OF PAY

A. BUS OPERATOR FUELER/CLEANER

STARTING PAY 2020:	\$23.00	\$18.00
STARTING PAY 2021:	\$23.69	\$18.54
STARTING PAY 2022:	\$24.40	\$19.09
STARTING PAY 2023:	\$	
STARTING PAY 2024:	\$	

Future Contractual Increases:

- Commencing - August 1, 2021 3%
- Commencing - August 1, 2022 3%
- Commencing – August 1, 2023 Re-opener
- Commencing – August 1, 2024 Re-opener

ARTICLE V: OVERTIME

- A. One and one half (1-1/2) times the hourly rate of pay will be paid for all work performed: 1) in excess of forty (40) hours in one (1) workweek (~~or in excess of ten (10) hours should a ten (10) hour workday be in effect~~), 2) in excess of forty (40) hours in one work week.
- B. A full-time employee recalled to work from home ~~shall be paid one and one-half (1-1/2) times the hourly rate of pay~~ and shall receive a minimum of four (4) hours pay at such regular rate. If said full time employee is called in prior to his regular starting time, he shall receive overtime pay for hours worked previous to such starting time and shall be permitted to complete his regular scheduled shift in addition thereto provided that, if he is released at his own request he shall receive overtime pay only for hours worked in excess of eight (8).
- C. Overtime payments shall not be duplicated for the same hours worked by an employee and to the extent that hours are compensated for at overtime rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.
- D. The Company shall be the sole judge of when overtime work is required.
- E. In the event overtime is required, and an insufficient number of employees are available to do the work, the Company may assign overtime to be worked in the reverse order of seniority among qualified employees on duty. If such employee(s) refuses to perform such work, he shall be subject to appropriate disciplinary action by the Company.

F. The company and the Union agree to review overtime practices as needed from time to time.

ARTICLE VI: HOLIDAYS

A. Any employee who has completed the probationary period and is regularly scheduled to work on these specific days, shall receive holiday pay for the following holidays regardless of the day of the week on which they fall:

New Year's Day	Labor Day	Columbus Day
Martin Luther King Day	Thanksgiving Day	Veterans Day
Memorial Day	Christmas Day	
Fourth of July	Presidents Day	

B. Holiday pay shall be calculated as the average daily number of hours the employee is regularly scheduled to work during the calendar week in which the holiday occurs, times the employees regular hourly rate of pay at the time of the holiday. An employee must work as scheduled or assigned on the workday before the holiday and the workday after the holiday to be eligible for the holiday pay.

C. If an employee is required to work on a holiday, he shall receive ~~time and one half (1-1/2)~~ the hourly rate of pay for his classification, in addition to holiday pay if eligible.

D. An employee who fails to work on a holiday when scheduled to do so, shall not be entitled to holiday pay.

E. Scheduled holidays will be observed by the Company on the legally authorized day upon which they fall. In the event of conflict between Federal Law and State or Local Law as to the observance, State or Local Law shall control. Day of observance for personal holidays shall be approved by the Company upon request from employee to designate a given day as his personal holiday. Such request to Company must be submitted at least one (1) week in advance of the day to be designated as a personal holiday

F. All unused accrued Sick Days will be paid out at the end of each contract year within 2 weeks through direct deposit.

ARTICLE VII: VACATIONS

A. All full-time employees who have completed one (1) year of continuous service with the Company, shall receive one (1) week vacation with pay. Those full-time employees, who have been in the employ of the Company for two (2) years, shall receive two (2) weeks' vacation with pay. Those full-time employees, who have been in the employ of the Company

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for five (5) years, shall receive three (3) weeks' vacation with pay. Those full-time employees, who have been in the employ of the Company for fifteen (15) years, shall receive four (4) weeks' vacation.

- B. Vacation pay shall be equivalent to the number of hours the employee is regularly scheduled to work, multiplied by the regular hourly rate of pay for the employee's classification.
- C. Vacations shall be paid to the eligible employee before he starts his vacation upon written request from the employee. Vacation checks will be paid through direct deposit.
- D. After one (1) year of service, employees who are laid off or discharged, or who discontinue service with the Company for any reason, including permanent shutdown, shall at such times be paid pro-rated vacation earned since their last anniversary date plus any unused vacation earned in the preceding year.
- E. A vacation pick will be done by Company seniority for the vacation period August 1st to July 31st of each contract year. No employee shall take more than two (2) consecutive work weeks' vacation during period June 1st to September 30th.
- F. Vacation schedules for each classification will be issued by the Company. The Company may limit the number of employees in each classification on vacation at one time, with agreement from Union.

ARTICLE VIII: SENIORITY

- A. Required qualifications to perform the work being equal, seniority in each classification shall prevail in the reduction of forces, the restoration of employees and advancement provided that the employee with greater seniority is ready, willing and able to perform the work available. However, Shop Stewards (not Alternates) will have super seniority for purposes of layoff only.
- B. Whenever reasonably possible, a thirty (30) day notice will be given to any employee affected by a reduction in the work force.
- C. In the restoration of the work force after a previous reduction, seniority will govern the recall of employees in each classification, provided that the employee with greater seniority is ready, willing, and able to perform the work available. The right of any employee to be recalled hereunder, after a previous reduction in the work force, shall expire after a period of one (1) year from the last day worked, or an amount of time equal to the employee's accumulated seniority, whichever is less.

In restoration of the work force hereunder, the Company will notify eligible employees of this restoration of the work force by mailing a notice (certified return receipt) of such restoration to the employee's address which appears on the records of the Company. If an employee fails to inform the Company of his desire to return to

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work within five (5) days after the Company has given the notice provided herein, the Company shall be under no obligation to recall such employee.

Before being recalled or after being absent from work for any reason for a period of thirty (30) calendar days or longer, an employee shall take such physical examination including substance abuse testing as required by the Company, to determine whether he is physically fit and able to perform the required work.

- D. In the event of a layoff effecting fifty (50%) percent or more of the work force in any one classification at any one (1) location, up to fifty (50%) percent of the effected employees may bump up to fifty (50%) percent of employees in the same classification at another New York Area location of the Company, providing they are capable of performing the duties of the classification at the new location and providing that they have more seniority. Such laid off employees who cannot be located as per above, shall have recall rights to any New York Area location of the Company for the same classification for a period of two (2) years or an amount of time equal to their accumulated seniority within the specified classification whichever is less.
- E. The Company may exercise its rights to assign employees to specific shifts as required. Whenever a change in shifts occurs or a new job opening becomes available, senior qualified employees shall have preference to choose from the Company designated shifts and work schedules, within their job classification, by means of bidding. A shift pick may be held at the Company's sole discretion at any time, but a minimum of two (2) times per year.
- F. Seniority shall prevail, in that the Employer recognizes the general principle that senior employees shall be employed on a probationary status during the first ninety (90) calendar days (except as otherwise agreed by the Company and the Union). An employee on probation may be discharged for any reason and such discharge shall not be subject to the challenge in the grievance or arbitration provisions of this Agreement. When the probationary period has expired, the employee's seniority shall be computed from the date on which employment commenced.
- G. Seniority shall be lost and an employee will be considered to have quit if he does not report to work or notify the Company of his intention not to report to work for a period of three (3) scheduled work days from his last day of work.
- H. Whenever an employee's classification is changed, he shall retain but not accrue additional seniority of a previous classification. He shall be placed on the seniority list in the new classification based upon any previously accrued seniority within that classification. Employees transferring from part time to full time classification or vice versa, shall retain seniority in the previous classification but can only accrue additional seniority of the classification in which they are working.

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- I. The Company will maintain separate seniority lists for any given classification at each airport. The Company will maintain separate seniority lists for full time and part time employees within the same classification and the full time shall be considered the higher classification.
- J. The Company will post at all locations, only those openings at another location created by a new startup operation.
- K. In addition to the customary disciplinary and discharge procedures of the Company, any employee may be removed at the request of the Customer(s).

ARTICLE IX: COMPANY MANAGEMENT

- A. It is understood and agreed that the Company retains and possess all the rights, power, functions, and authority exercised or had by it prior to the execution of this Agreement, except as explicitly limited by an express provision of this Agreement.
- B. Management rights include, but are not limited to, the following customary and usual prerogatives:
 - a) Management of the operation, including-determination of the size and composition of the work force.
 - b) Direction of the work force including hiring, assigning, promoting, demoting, and laying off of employees.
 - c) Allocation and assignment of work. i.e. (hours of work or days of work).
 - d) Establishing, amending, changing, and enforcing work rules, practices, regulations, and policies pertaining to employee's attendance, conduct and safety.
 - e) Maintaining Discipline.
 - f) Suspending, discharging, or disciplining employees.
 - g) Introducing new jobs, job classifications or departments.
 - h) Developing, approving, maintaining, and changing all other Company policies, procedures, and practices not set forth in this Agreement and which are not directly contrary to an express provision of this Agreement.
 - i) If by request of the customer, the company may subcontract work that is customarily performed by the bargaining unit. If there is such a request the company shall contact the Union.
 - j) Work covered by this Agreement can be performed by management employees if no bargaining unit employees are immediately available to do the work.
- C. The listing of specific rights in this Article is not intended to be, nor shall be restrictive of, or a waiver of, any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Company in the past.

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ARTICLE X: GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the term "Grievance" means any dispute between the Company and the Union or between the Company and any employee concerning interpretation or application of the terms of this Agreement. Any grievance that is not presented within seven (7) calendar days from the date the Company, employee or the Union know or should have known of the fact or facts, upon which the grievance is based, need not be considered by the Company as a valid grievance.
- B. Except as provided above, all grievances shall be processed in accordance with the procedures herein set forth:
- i. The dispute shall be taken up by the aggrieved employee and the Shop Steward with the Supervisor. The Supervisor must give his answer to the grievance within seven (7) calendar days. If the Supervisor fails to give a timely answer or if no satisfactory settlement is reached between the parties; then,
 - ii. The grievant must reduce the grievance into writing and turn it into the Department Manager or other duly authorized management personnel of the Company who will, upon request, agree to meet the grievant, the Shop Steward and a Union Representative, and the Company will render a written reply. In the event the grievance is not settled in Step b) then by mutual agreement of both parties the grievance may be submitted to a panel consisting of two (2) representatives of the Union and two (2) representatives of the Company. The decision of the panel shall be final and binding on all parties. In the event of a deadlock of the panel either party may proceed to Step c).
 - iii. In the event the grievance or dispute is not settled in a manner satisfactory to both parties by the foregoing, then either party has the right to submit such grievance or dispute to arbitration in the manner hereinafter provided.
 - iv. Disputes between the Union and the Company may be processed in the first instance directly with the Company as provided in b) above.

ARTICLE XI: ARBITRATION

- A. Any grievance not satisfactorily settled in accordance with the procedure outlined in Article X, may be referred to arbitration by either the Union or the Company by serving a written demand on the other party within ten (10) days following the meeting or meetings referred to in Article X, Section 2b).
- B. If the Union and the Company are unable to agree upon an impartial arbitrator within ten (10) days after either party notifies the other party of its decision to arbitrate, either party may request the American Arbitration Association to make the selection in accordance with the usual practices of the Association in this connection.

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- C. The arbitrator shall have the authority only to interpret and apply the provisions of this Agreement, but shall have no power to add to, subtract from, or change any of the terms of this Agreement. The decision of the arbitrator shall be based solely on the evidence and the arguments presented to him by the respective parties. The decision of the arbitrator shall be final and binding on the Company, the Union, and the employee. The grievance and arbitration procedure provided in this Agreement shall constitute the sole means for resolving disputes arising under this Agreement.
- D. The fees and expenses incident to the services of the arbitrator shall be shared equally by the Company and the Union.

ARTICLE XII: CHECK OFF

- A. Upon receipt of signed authorization cards from employees in the Bargaining Unit and in accordance with the Labor Management Relations Act of 1947 and all other applicable laws, the Company shall collect initiation fees and Union dues from the employee by deducting such dues from the employee's wages on a weekly or bi-weekly basis (at the Union's option). The amounts so collected by the Company will be paid over to the Union the first week of the following month.
- B. The Union shall defend, indemnify, and hold harmless the Company from any claims or liability arising out of the deductions provided for herein.
- C. The Company on a monthly basis shall provide to the Union, a current seniority list of all employees showing the employee's name, address, date of hire, classification, and rate of pay.

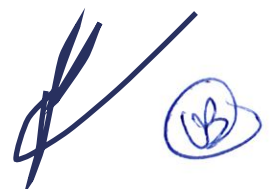
ARTICLE XIII: STRIKES AND LOCKOUTS

- A. The Company agrees not to lockout its employees during the term of this Agreement. The Union agrees that during the term of this Agreement, it will not engage in, encourage, or condone any strike, slow-down, interference or interruption of production or service. The Union shall take affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work.

ARTICLE XIV: HEALTH & WELFARE – TEAMSTER HEALTH CARE FUND OF NEW YORK & NEW JERSEY (DENTAL PLAN INCLUDED)

(A) Commencing with August 1, 2020, and on the first day of each month thereafter, the Employer shall remit to the Teamster Health Care Fund of New York and New Jersey, \$1022.00 per month for each of the Employer's bargaining unit employees who has been employed by the Employer.

(B) Commencing with August 1, 2021, and on the first day of each month



thereafter, the Employer shall remit to the Teamster Health Care Fund of New York and New Jersey \$1104.00 per month for each of the Employer's bargaining unit employees who has been employed by the Employer.

(C) Commencing with August 1, 2022, and on the first day of each month thereafter, the Employer shall remit to the Teamster Health Care Fund of New York and New Jersey \$1190.00 per month for each of the Employer's bargaining unit employees who has been employed by the Employer.

(D) There shall be a contract re-opener forty-five (45) days prior to August 1, 2023 to determine the appropriate contribution rates for years four (4) and five (5) of this Agreement.

For new-hires, payment shall start with the month in which the 30th day after the employee's hire falls. Payments shall be made monthly, in advance at the Teamster Health Care Fund of New York and New Jersey office. The Employer shall also provide a copy of the transmission documents to Local 295 so that it is aware that the provisions of this Section are being complied with.

(E) The Employer assumes full responsibility for coverage for all Employees and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall be liable for any such loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement.

(F) The Teamster Health Care Fund of New York and New Jersey shall be under the supervision and control of a Board of Trustees consisting of two (2) or more Union Trustees, designated by Local 522, and an equal number of Employer Trustees who will be designated by the contributing Employers. The Fund is governed by a Trust Agreement and all amendments thereto from time to time duly adopted, copies of which shall be provided to the Employer.

(G) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund. It is also agreed that the Employer, in response to requests by the Union and/or either of the Funds, will make its books and records available for review and audit.

(H) If the Union and/or the Fund is required to proceed to either arbitration under the Agreement or litigation in a Court of competent jurisdiction to enforce their rights under this Section, and they are successful, the Employer will be responsible to pay



their attorneys' fees expended in such action as well as any other relief provided by this Agreement and/or the applicable legal precedent.

ARTICLE XV: RETIREMENT PLAN

Teamsters Annuity Plan with \$10 a week match from ABM

ARTICLE XVI: SICK LEAVE

- A. Full-time employees who have completed their probationary period shall accumulate one (1) sick day per month up to six (6) months and then be entitled to six (6) sick days each August 1ST thereafter.

Part time employees shall be eligible for five (5) days paid sick leave.

One (1) day of sick leave shall be equal to the number of hours the employee is regularly scheduled to work, times his regular hourly rate.

- B. An employee shall present evidence of his sickness upon his return to work, including a Doctor's Certificate if requested by the Company, after three (3) consecutive calendar days of absence.
- C. All unused accrued sick time as of July 31st of each contract year will be paid out within the first two (2) weeks in August through direct deposit.
- D. Employees who are laid off or discharged, or who discontinue service with the Company for any reason, shall at such times receive pay for any earned but unused sick leave.

ARTICLE XVII: PAY FOR DEATH IN FAMILY

- A. In case of death occurring in the immediate family of a full time employee with more than one (1) year of service, paid bereavement leave will be approved by the Company up to a maximum of three (3) consecutive days provided that such leave shall not increase the employees regular wages for the nor shall leave be provided for work days occurring after the date of the burial service.
- B. "Immediate Family" shall mean spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, grandmother, and grandfather of the employee.

ARTICLE XVIII: GENERAL CONDITIONS

- A. If an employee is injured during working hours and is unable to continue to work on the advice of a physician, he shall be paid at his regular hourly rate of pay for hours he would have worked that workday, but for such injury.



- B. Employee's wages shall be paid weekly. The Union and the Company agree to meet at least once during the term of this Agreement to review the basis for which weekly pay shall continue, and the cost benefits associated with a different pay frequency.
- C. The Company will supply all uniforms and cover the cost for each employee as follows:

Employees shall receive an initial supply of 2 pants and 2 shirts within the first week of service after completing training and will be supplied with a total of 5 pants and 5 shirts after completing the probationary period. Each year thereafter employees may request replacement uniforms provided they are damaged or worn out and not abused. In order to be eligible for replacement uniforms the employee must return the worn or damaged items for which a replacement is being requested. Required outer gear, which may include rain gear, outer jacket, reflective vests, or other required clothing shall be furnished by the Company without cost to the employee. The employee may wear a shoe or sneaker while working, the only requirement it must be solid black in color.

Wearing a complete uniform distinguishes you and identifies you to the general public and to individual Customers. It shows that you represent Swissport USA, your uniform reminds the Customer who is providing the service.

The Company's uniform policy may be changed, supplemented, or modified by the Employer as it deems appropriate and all unit personnel shall comply therewith.

Next to your smile and your eye contact, your uniform gives the most important first message that a Customer notices.

- D. When required by the company, employees shall attend training sessions to improve their skills. Payment for attendance at such training sessions, whether or not such training session is on the employee's regular scheduled shift, shall be made at the regular hourly rate of pay for the employee's classification.
- E. DOT medical & Regulatory Requirements Pertaining to Commercial Bus Driver/Operator. The US Department of Transportation ("DOT") has established a comprehensive list of regulations (Federal Motor Carrier Safety Regulations of FMCSR) that a professional driver/operator must comply with, which include Age Limitation, Literacy and Physical Ability.

The FMCS does require that a commercial driver/operator "safely operate the type vehicle he/she drives" and be familiar with methods needed to secure cargo (including passengers), appropriately (FMCSR 39.11). If your physical impairments, you need to consider whether or not they will disqualify you from becoming or continuing to be a commercial



driver/operator. The (FMCSR 391.11) requires that a driver/operator not have any feet, legs, hands, or arms missing unless he/she has a waiver allowing him/her to operate a commercial vehicle. In addition, you must not have any impairment that might interfere with operating a commercial motor vehicle. As such, any failure by a driver/operator to meet the conditions listed above by FMCSR will be treated as a failure to meet the conditions of employment and will not be considered an illness and he/she must present medical clearance documentation to the Company in order to return to work without restrictions.

ARTICLE XIX: COMPLETE AGREEMENT

- A. The parties hereto expressly agree that during the lifetime of this Agreement, there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement.
- B. The parties specifically agree that this Agreement is the sole and complete Agreement between them covering this bargaining unit as described in Article 1, Section 1 and that any other previous Agreement or Agreements, oral or written expressed or implied, are of no further force or effect and neither party shall have any liability to the other with respect thereof.

ARTICLE XX: ALTERATION OF AGREEMENT

- A. It is the intent of the parties that the provisions of this agreement will supersede all prior agreements and understandings, oral, written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise. The parties expressly agree that during the effective dates of this agreement, there shall be no demands for collective bargaining negotiations as to any matter or issue covered by the provisions of this agreement

ARTICLE XXI: SEPARABILITY AND SAVINGS

- A. If any Article or Sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Articles or Sections should be restrained by such tribunal, pending a final determination as to its validity, the remainder of the Agreement and of any rider thereto, or the application of such Articles or Sections to person or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Articles or Sections are held invalid or enforcement of or compliance with which has been restrained as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the

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purpose of arriving at a mutually satisfactory replacement for such Articles or Sections during the period of invalidity or restraint. In the event the parties are unable to agree on a replacement clause, such dispute shall be subject to the arbitration provision of this agreement.

ARTICLE XXIII: DISCRIMINATION

- A. Whenever “he” or “his” used in this Agreement, it shall mean “he” or “she” or “his” or “her”.
- B. The Company agrees that it will not discriminate against any employee, because of race, color, religion, sex, national origin, union membership, or occupationally irrelevant physical impairments.

ARTICLE XXIV: SHOP STEWARD

- A. The Company recognizes the right of a Shop Steward to act on behalf of employees provided such union activity shall not interfere with the normal and regular operations of the company. The Union agrees to advise the Company in writing, of the name of the Shop Steward who has been so authorized to act on behalf of the employees and “to notify the Company when changes are made.
- B. The Shop Steward shall suffer no loss of pay for time spent during regular working hours for the processing of any grievance or dispute in accordance with the grievance procedure of this Agreement.
- C. The Primary Shop Steward shall be entitled to participate in one (1) paid meeting per quarter upon advance notification to the Manager on duty. The employer shall pay no more eight (8) hours of straight time pay for each session.
- D. The primary Shop Steward and alternates have no authority to take strike action or any other action interrupting the Employer’s business.
- E. The primary Shop Steward shall have super seniority for lay off purposes only.

ARTICLE XXV: JURY DUTY

- A. When a full-time employee is called for jury service, he shall be excused from his regular duties on the days he is required to appear in Court. For any regularly scheduled work day in which time off for jury duty is granted, the employee shall be paid for his regularly scheduled hours of work at his straight time hourly rate less any amount received as a jury duty fee, up to a maximum of ten (10) days during any one (1) period of jury service. The employee will be required, however, to turn over to the Company adequate proof of his jury duty service and compensation, in order to receive the compensation above provided.
- B. The company may pay for jury duty service for any employee more than once every two (2) contract years.

ARTICLE XXVI: LEAVE OF ABSENCE

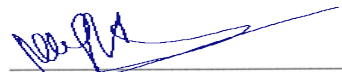
A. Leaves of absence shall be administered in accordance with the Federal Family and Medical Leave Act of 1993, as may be amended from time to time.

ARTICLE XXVII: DURATION OF AGREEMENT

A. This Agreement shall be effective August 1, 2020 and shall remain in effect until the 31st day of July 2025, and thereafter shall be deemed automatically renewed for periods of one (1) month, and monthly thereafter, unless written notice of desired change or termination is received at least sixty (60) days prior to the expiration date. Notwithstanding this Article XXV the Company and Union will renegotiate the provisions for wages and medical benefits should the Port Authority notify the Company of its intent to re-bid the contract(s) under which the Company provides services which utilize the classifications of employees contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 31 day of July 2020.

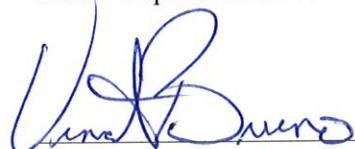
Company Representative:



Signature Date

7/31/2020

Union Representative:



Signature Date

7/31/2020

Appendix "A"

Attendance Program & Discipline

ATTENDANCE PROGRAM.

Categories: There shall be two (2) categories of offenses under the attendance program: i) tardiness, ii) absence, and iii) pattern absences, as herein defined:

tardiness: is a failure to complete the scheduled shift (including scheduled pre/post shift work) whether by reason of reporting to work late, or leaving work early. Three (3) incidents of tardiness in a calendar month will be considered excessive and subject to the progressive discipline steps listed below.

absence: is a failure to report to work on one (1) or more consecutive work days. Two (2) incidents of absence in a calendar month will be considered excessive and subject to the progressive discipline steps listed below. (Provided, however, if the failure to report to work is due to a legally required, or agreed to leave of absence, e.g., workers' compensation, ADA, FMLA, etc., then this period of leave shall not constitute an incident of absence, for the purpose of the attendance policy.)

(12)

Progressive Discipline.

Steps

- 1st Step.....Written Reprimand
- 2nd Step.....Written Warning Letter
- 3rd Step.....Subject to Suspension
- 4th Step.....Subject to Discharge

The progressive discipline steps will be applied to unlike offenses.

Credit

If an employee is in the progression, and has no further incident for one (1) calendar month from the date of the last incident, then he shall revert back one (1) prior disciplinary step. For each two (2) calendar month period thereafter in which the employee has no further incident, the next prior disciplinary step shall be dropped.

III. COMPANY WORK RULES – DISCIPLINE.

A. The discipline, suspension or discharge of an employee covered by this Agreement shall be for just and sufficient cause. The Employer agrees to recognize and abide by the practice of progressive discipline. Accordingly, except in cases of Category “A” offenses, discipline for Category “B” offenses and/or Category “C” as set forth below, shall be implemented in accordance with the respective progressive discipline steps therein stated. As used herein for Category “B” offenses and Category “C” infractions, the term “subject to” simply means that the Employer may impose progressive discipline “up to and/or including” the disciplinary penalty stated therein in accordance with its discretion. It is also understood and agreed that the Employer's imposition of



a lesser penalty in the exercise of its discretion under the “subject to” provisions shall not constitute or be deemed to constitute a binding practice or precedent for any future cases involving any unit employee.

Category “A” Offenses:

Serious offenses” for which just and sufficient cause for summary discharge shall be deemed to exist shall include but not be limited to the following:

Drunkenness or drinking during work hours (including lunch time, break periods and overtime assignments), or being under the influence of liquor or unlawful drugs during work hours (including lunch time, break periods and overtime assignments), and/or at any time on the Employer’s premises;

Carrying and/or possessing unlawful drugs, any guns, illegal weapons or dangerous explosives during work hours (including lunch time, break periods and overtime assignments), or at any time on the Employer’s premises; and/or

Testing positive to a drug and/or alcohol test reasonably requested pursuant to the provisions of the Substance Abuse Policies and Procedures appended to this Agreement;

Theft, or failing or refusing to submit to an investigation of a theft search by the Employer or security person as long as a steward or alternate is present. If neither is available, a member selected by the employee shall be permitted to attend;

Unprovoked assaulting or threatening injury to a supervisor, other Employer representative, fellow employee or to a customer; unprovoked fighting with a supervisor, other Employer representative, customer or employee during work hours (which includes a lunch period, break



and overtime assignments) or at any time on the Employer's premises; unprovoked fighting with a supervisor, other Employer representative, customer or employee after regular work hours, provided such activity has a direct nexus to the Employer's business operations;

Failure to protect the vehicle from theft (i.e., failing to lock or otherwise secure the vehicle).

Engaging in any conduct in violation of the No-Strike provisions of the Collective Bargaining Agreement;

Willfully falsifying employment application, time cards, cartage reports, manifests, route sheets or other Employer records for the employee's personal benefit or gain;

Malicious tampering with the Company's or co-worker's property;

Engaging in a hit and run accident, engaging in a vehicular accident which results in the death of or the serious bodily injury to a participant therein, due to the employee's gross negligence, or willfully failing to report a vehicular accident.

Category "B" Offenses.

Offenses for which just and sufficient cause shall be deemed to exist and warrant the imposition of discipline in three (3) progressive steps for **unlike** offenses (i.e., 1st Step - Written Warning; 2nd Step - Subject to suspension (up to 2 days); 3rd Step - Subject to discharge) shall be as follows:

Insubordination;

Violation of posted Company Safety Rules, as approved by the Union (Such approval shall not be unreasonably withheld);

Abusive profanity to customers or supervisors;

Willful discourtesy to a customer;



Failure to report minor vehicular accidents (i.e., minor nicks, scrapes, etc.) or engaging in a preventable vehicular accident resulting in damage costs to the Company of more than one thousand five hundred dollars (\$1,500.00)

Category "C" Infractions.

Minor infractions for which just cause shall be deemed to exist and warrant the imposition of discipline in four (4) progressive steps for each **LIKE** infraction (i.e., Step 1 - Written Counseling; Step 2 - Written Warning; Step 3 - subject to Suspension (up to 3 days); Step 4 - subject to Discharge) shall include, but not be limited to the following:

Failure to report absences at least one (1) hour prior to employee's start time. In the case of early A.M. shuttles, however, the prior advance notification of absence shall be at least two (2) hours prior to the employee's start time. Calls must be made to any member of management; Failure to protect Saturday/holiday bid or pre or post shift extensions where employee's action has an adverse impact on the Employer's operations;

Failure to abide by the Employer's dressing and grooming standards or the Employer's Uniform Policy;

Engaging in any activity unrelated to the proper performance of the employee's job duties and responsibilities, including but not limited to horseplay, gambling, loitering, ball playing, and playing, graffiti, etc.

Abusive profanity to employees;

Failure to report minor vehicular accidents (i.e., minor nicks, scrapes, etc.) or engaging in a preventable vehicular accident resulting in damage costs to the Company of less than one thousand five hundred dollars (\$1,500.00); and



Credit And Rollback: Discipline issued under A.2 (Category “B” offenses), A.3 (Category “C” infractions) above, will remain in effect for one year. Placement on the progressive disciplinary steps shall be adjusted as lower threshold steps become time-barred pursuant to the one (1) year rollback.

1. An employee facing termination for engaging in a Category “A” offense, may be removed from the job as and when the Employer deems appropriate without time limitation;

An employee facing termination for engaging in a Category “B” offense may be removed from the job two (2) weeks after the date of such misconduct; and

An employee facing termination for engaging in a Category “C” infraction shall be entitled to remain on the job until his employment status has been resolved by the Arbitrator following the timely submission and processing of a grievance pursuant to the express provisions of this Agreement, or for a period up to sixty (60) calendar days following the issuance of the termination letter, whichever occurs first. (The failure to file a timely grievance with respect to the termination shall result in the employee's immediate removal from the job.)

