

Collective Bargaining Agreement

BETWEEN

Swissport USA, Cargo

AND



**International Brotherhood of Teamsters
Local Union 295**

33 W. Hawthorne Avenue
Valley Stream, NY 11580

EFFECTIVE DATES:

SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2027



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AGREEMENT entered between **SWISSPORT CARGO SERVICES**, herein after 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 September 1, 2024 to and including August 31, 2027.

WITNESS ETH:

WHEREAS, the Union is the Collective Bargaining Agent on behalf of the employees hereinafter described; and

WHEREAS, it is the sense of this Agreement that employees covered hereunder be afforded continued and full opportunity of employment without interruption and in accordance with the standards of this Agreement; and

WHEREAS, the Union agrees to promote the efficiency of the Employer's operation and that Employees shall diligently perform the task assigned to them; and

WHEREAS, the Union and the Employer have negotiated for the purpose of establishing terms and conditions of employment for employees covered by this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1: RECOGNITION

This Agreement shall cover, and the Employer recognizes the Union as the sole and exclusive collective bargaining agent for the employees who are employed by the Employer, in the positions of: office leads, warehouse leads, office agents, warehouse agents, and dock planners and such other employees as may be presently or hereafter represented by the Union within the jurisdiction of the Union. The jurisdiction of the Union shall consist of, but shall not be limited to, areas in and around JFK Airport in New York City, NY.

SECTION 2: UNION SECURITY

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the 31st day following the effective date of this Agreement or the execution thereof whichever is later, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the execution thereof, whichever is later, shall on or after the 31st following the beginning of such employment become and remain members in good standing in the Union. An employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated



seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union, certifying that membership has been and is continuing to be offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security, which may be lawfully permissible.

- B. In the event that new help is required, the Employer shall notify the Union. If the Union has suitable applicants, it shall refer them. If the Union does not have suitable applicants to refer, the Employer shall seek its help from the open market. Selection of applicants for referral to jobs by the Union shall be at management's discretion and shall be on a non-discriminatory basis.
- C. New employees shall be probationary for 90 days. Upon completion of probation, they shall be considered as regular employees.
- D. The Company shall not require that any employee or applicant be subject to take a polygraph or any other form of lie detector test except when required by law enforcement.
- E. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

SECTION 3: CHECK OFF

- A. The Employer shall deduct from the wages of employees covered by this Agreement periodic dues, properly authorized assessments and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made weekly from the wages of each employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner, or as otherwise permitted by law. The Employer shall begin deductions from wages immediately provided that the employee has completed the union's written dues authorization. Such dues, initiation fees, and assessments as and when deducted, shall be forwarded to the duly authorized representatives of the Union on a monthly basis. Properly authorized assessments shall be deemed a part of the dues structure of the Local Union and shall be deducted in accordance with the dues deduction authorization provided by the Union.
- B. When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from the Union, it shall remit same to the Union. When an employee who is on check-off is not on the payroll for any reason, the employee must make arrangements with the Union to pay such dues in advance. In the event the Employer is in violation of this section after receipt of seventy-two (72) hours' written notice of specific delinquencies, the Union may seek to enforce the payment by filing a grievance.

- C. The Union shall defend, indemnify and hold the Employer harmless from all monetary liabilities resulting from a judgment, decree or order issued by a court of competent jurisdiction, arbitral panel or administrative agency against the Employer in connection with action taken by the Employer at the express request of the Union for the purpose of complying with the provisions of this Section.

SECTION 4: WAGES

- A. Minimum and Maximum Wage Rates The hourly wage rate for employees shall be:
- The base wage rate for employees covered by this Agreement shall match the Minimum Wage Policy for Non-Trade Labor Service Contracts (hereafter called the Living Wage Ordinance) at the JFK International Airport. If the Living Wage is adjusted by the government during the effective dates of this Agreement, the Company shall within a reasonable time following official notice by the government, implement reasonable measures to change each employee's wage rate to match the Living Wage.
 - On September 1, 2024, all employees in the bargaining unit shall receive a six percent (6.0%) increase to their regular rate of pay or the living wage ordinance, whichever is greater.
 - On September 1, 2025, all employees in the bargaining unit shall receive a four percent (4%) increase to their regular rate of pay or the living wage ordinance, whichever is greater.
 - On September 1, 2026, all employees in the bargaining unit shall receive a four percent (4%) increase to their regular rate of pay or the living wage ordinance, whichever is greater.

ULD Controller	\$1.00 premium above hourly rate
Dangerous Goods Specialist	\$1.00 premium above hourly rate
Truck Coordinator	\$1.50 premium above hourly rate
Security Screener	\$1.00 premium above hourly rate
Cargo Runner	\$0.50 premium above hourly rate
Certificate of Fitness Holder	\$.25 premium above hourly rate (until transition to electric is complete)
Years of Service	upon 2 years of service: \$0.30 premium above the hourly rate upon 3 years of service: \$0.60 premium above the hourly rate upon 5 years of service: \$0.85 premium above hourly rate

Employees with Cross-Function Certifications (two or more of the above certification/jobs) shall receive a maximum premium of \$1.50 per hour.



If at any time during the duration of this Agreement the State of New York reduces the minimum required wage below the wages appearing in the chart above, the Company and the Union shall immediately enter into collective bargaining negotiations regarding the wage rates listed above.

Upon successful completion of applicable ninety (90) calendar day probation period, each new hire shall receive a bonus of two hundred dollars (\$200.00)

The Company may hire employees above the minimum rate for legitimate business reasons, such as experience, special skills, or for other marketplace considerations.

B. Future Increases

The company, at its discretion, may increase hourly wages at any time. The union shall be notified, and the practice will be applied on a consistent basis by the company.

- C. Employees obtaining and maintaining a certification to handle hazardous materials (49CFR and IATA) shall receive a premium of one dollar (\$1.00) per hour added to their hourly rate of pay, as set forth in this agreement for all time worked on hazardous materials, provided that those employees shall receive only one wage differential at any given time. Such premium pay, however, shall be discontinued as and when such certification is no longer maintained for any reason.

D. Night Differential

All employees whose shift commences between 23:00 p.m. to and including 3:00 a.m. shall receive fifty cents (\$0.50) per hour over the wage scale listed above. The fifty cents (\$0.50) shall be added to the wage scale in computing the employee's regular rate of pay for all purposes.

SECTION 5: HOURS. FULL TIME. PART TIME PERSONNEL OVERTIME RATES. AND MEAL BREAKS

A. Full-Time Hours

A full-time employee's work week shall consist of:

1. Five (5) consecutive days, eight (8) hours each day, within the seven (7) day work period.

The company reserves the right to change the bid for hours as outlined above upon a 30-day notice to the Union. No provision herein shall be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week.



B. Part-Time Hours

The Employer may continue to employ part-time personnel to fulfill its operational needs subject to the terms and conditions set forth in this Agreement.

1. The regular workweek for part-time employees shall vary. A part-timer shall not exceed twenty-five (25) hours worked within any seven (7) day work period. The employee shall receive at least two (2) days off within such time period, scheduled consecutively.
2. Part-time employees may be assigned, as needed, to work in excess of the twenty-five (25) hour weekly maximum. Moreover, although the normal and customary daily work schedule for such employees shall be five (5) hours per day, there shall be no minimum or maximum guarantee of the number of hours to be worked on a daily basis. Accordingly, part-time employees may work as many hours as needed, in accordance with seniority among qualified employees. Should a part-time employee continually work in excess of twenty five (25) hours a week, a full-time position shall be added to the workforce and be put up for bid.

C. Overtime

1. Hours worked in excess of forty (40) hours per week shall be paid at the overtime rate listed at time and one-half (1-½). There shall be no pyramiding of overtime.
2. Employees shall not be forced to work more than ten (10) hours on any shift on a recurring basis except in the case of unforeseen emergencies or other non recurring operational needs.

D. Meal Break

1. Full-Time Employees

A day's work for a full-time employee shall be inclusive of one unpaid ½ hour for lunch, and two paid 15-minute breaks throughout the day.

2. Part-Time Employees

Part-time employees shall not be entitled to a meal break during their part-time workday. They shall, however, be entitled to receive one paid 15-minute break. If, however, such employees are required to work six (6) or more hours on any single day, they shall receive a one-half(½) hour unpaid lunch break. Furthermore, the part-time employee shall receive two 15-minute paid breaks as if they were a full-timer for the day.

E. Emergency Closing

Emergency conditions, such as severe weather, fire, flood, or earthquake can disrupt company operations and interfere with work schedules, also endangering employees' wellbeing. These extreme circumstances may require the closing of the work facility.

When operations are required to close, the time *off* from scheduled work may be unpaid at the discretion of the Cargo Manager. Employees may request available paid leave time from unused vacation or personal days. Employees who work on a day when operations are officially closed will receive regular pay.

SECTION 6: HOLIDAYS AND PERSONAL PAYS

- A. Swissport Cargo services provides full-time employees with eight (8) paid holidays per year. The designated holidays observed are:

New Year's Day	January 1st
Martin Luther King	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25th

Holidays shall be scheduled as time off. The company shall bid all holiday work by seniority amongst qualified employees and if they do not get enough volunteers the company shall force from the bottom up (in reverse seniority) amongst qualified employees in order to staff properly for the holiday work.

Swissport Cargo Services will grant paid holiday time to eligible employees after they have completed their 90-day probationary period. Prior to that time, holiday pay will not be granted. Holiday pay will be calculated based on the employee's normal wages. In order to receive pay for a holiday falling within the regular workweek, an employee must work the scheduled day before and the scheduled day after the holiday. Employees may receive holiday pay if they are absent the day before or after a Company paid holiday only if they receive prior approval from their Supervisor. If they have an illness the day before or the day after the holiday, their Supervisor may require a doctor's note verifying the illness.

This Section shall not be applicable to part-time employees.

8. Personal days must be submitted at least three (3) days prior to the requested day off (emergency consideration will be given if less than 3 days). Personal days cannot be carried over; they must be used within the calendar year. The approval of requests for Personal days will depend on the operational needs of the station. Regular full-time employees shall be entitled to personal days as follows:

After 1 year of employment	1 day
After 2 years of employment	2 days
After 3 years of employment	3 days

- a. The Company agrees it shall not use layoffs during holidays to avoid paying holiday pay. The Company agrees that holiday pay is earned pay.

SECTION 7: VACATIONS

- A. Regular full-time employees are eligible for vacation benefits according to the following guidelines set forth in this policy. Vacation is accrued on a pro-rata basis for each pay period. Upon completion of one year of employment, vacation can be taken as earned.

Years of Service	Vacation Available (per year)
1-4	10 days (2 weeks)
5-15	15 days (3 weeks)
16+ over	20 days (4 weeks)

Part-time employees who average a minimum of twenty (20) hours per week within a year of service are entitled to a minimum of twenty (20) hours and up to forty (40) hours of vacation pay in the following year based on the average hours worked for the preceding twelve (12) months prior to each anniversary date from the date of hire. Vacation pay will be calculated based on the employee's current straight-time pay rate. Vacation pay does not include overtime pay or any other forms of compensation. Vacation benefits for salaried employees will be based on their normal wages.

Employees who have satisfied all eligibility requirements must submit vacation requests to their Supervisor. A request must be submitted at least one (1) month in advance for scheduling purposes, except in cases of legitimate emergency, with proof the emergency as requested by the employer. Requests will be evaluated based upon various factors, including anticipated operating requirements and staffing considerations during the proposed period of absence.

Accrued vacation may be carried over up to a maximum of two times the

amount of days earned in a year. (For example, an employee who accrues 10 days per year may carryover no more than 20 days). This carryover will be determined as of year-end.

- B. The Employer shall post vacation bids on December 1 to become effective on January 1 of the next year. Employees shall choose vacation in order of seniority within the warehouse or office (using Company seniority). The Employer may limit vacations to a minimum of one (1) employee per week. Further, the Employer has the discretion to not approve a selected vacation schedule if it will create a hardship in performing the work in any particular work unit (i.e. customer account).
 - 1. Employees with less than one year of service prior to January 1st of any given year may bid but will only be permitted to bid for the number of days which the employee would have accrued by the time a vacation is taken. For example, an employee hired July 1st will have a pro rata accrual of five (5) days of vacation. However, as of June 30th the employee would have accrued ten (10) days of vacation. If the employee bids for vacation time after July 1, the employee could then bid for his ten (10) day accrual.
- C. Employees who want to take vacation that was not previously requested as part of the bidding procedure may request vacation time, provided the employee submitted such request at least two (2) weeks in advance. The request is subject to management approval.
- D. The vacation period for the eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) or more weeks vacation, the Employer may split the vacation into separate one (1) week periods with the consent of the eligible employee.
- E. The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent, or for emergency circumstances.
- F. Where any of the contractual holidays to which the employee is entitled occur during the employee's vacation period, said employee shall have the choice of an extra floating holiday with pay or an additional day's pay for such holiday.
- G. If, in the event the Employer claims a manpower shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his earnings for that week, the pay to which he would have been entitled had he been on vacation, or upon agreement, reschedule his vacation period.
- H. In case of death of an employee, accrued vacation pay due such employee shall be paid within two (2) weeks after receipt of death certificate.

- I. In the event an employee severs his/her employment with the employer for any reason, the employee shall receive all accrued vacation pay due within two (2) weeks after the employee has terminated. Vacation pay will be issued upon the return of all company property.

SECTION 8: SICK LEAVE

The Company will provide sick leave in accordance with New York City/State law. Employees shall receive up to seven (7) sick days per year, which shall be accrued on a pro-rata basis for each pay period.

Employees who are unable to report to work due to illness must call and speak to their Supervisor at least two (2) hours before their scheduled starting time. If an employee is absent for three (3) or more consecutive days due to illness or injury, the employee's Supervisor may request a physician's statement describing the nature of illness or injury, and its beginning and expected ending dates. Medical examinations should be scheduled so as not to interfere with the employee's attendance on the job. If such appointments cannot be scheduled outside of the employee's working hours, the employee must give his or her Supervisor a minimum of one week's notice of the examination, or it will be considered an unexcused absence.

Sick days will be calculated on the employee's base pay rate at the time of absence and will not include any other compensation such as overtime.

Unused sick days can be carried over from one calendar year to another; however, they cannot exceed fifty-six (56) hours. Carry-over of sick days is intended to provide income protection when an illness or non-work related injury occurs. Therefore, unused sick days cannot be used for any other paid or unpaid absence and employees will not be paid any unused sick days at the time of termination of employment. Employees must first use the accrued sick and/or banked sick days to which they are entitled before taking any leave of absence.

SECTION 9: BEREAVEMENT

In the event of a death in their immediate family, employees may take up to three (3) days with pay and receive two (2) unpaid days (including the day of the funeral). Subject to proof acceptable to the Employer, where an employee is required to travel outside of the country for the funeral of an immediate family member, the employee may take up to five (5) days with pay. Immediate family members are considered to be:

- Spouse or Domestic Partner
- Children, including Foster Children
- Spouse's children
- Parents
- Grandparents



- Grandchildren
- Siblings
- Mother-in-law
- Father-in-law

In the event additional time is required, employees may request a Personal Leave of absence or use vacation days.

SECTION 10: JURY DUTY

- A. It is agreed that employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their jury pay for up to 7 days and 15 days if Federal Grand Jury. The Employee must submit evidence of notice to the Employer at least five (5) days prior to the commencement of service.
- B. Employees are excused from work if they are subpoenaed to court. A copy of the subpoena must be submitted to the Employer.

SECTION 11: SENIORITY

- A. Seniority Principle

Seniority shall prevail as provided herein. Length of service with the Employer as of date hired as a bargaining unit employee shall determine Company seniority. Job class seniority shall be determined based on the date hired into the particular job classification. Separate seniority lists shall be maintained for each building.

The Employer recognizes the general principles that the senior employees shall have preference to choose their shift, providing such employee is within the classification required for this shift and is qualified.

1. General Bid - Warehouse and Clerical

General bids for shift, by classification shall be determined by job class seniority. It is understood and agreed, however, that with respect to general bids only, full-time employees may only bid for full-time positions and part-time employees may only bid for part-time positions in accordance with the seniority principles state above.

All shifts shall be posted for bid by location once each year on or before January 10th and a second bid (at Employer's discretion) may be posted to be effective on July 1st of each succeeding contract year. The January and July bids must be completed within four (4) weeks after posting. Moreover, the current general bids may be changed or rebid in response to significant operational changes upon two (2) weeks advance notice to the Union and the consent of the Union shall not be unreasonably



withheld. In the event employees bids are not completed within either of the applicable time periods the Employer shall assign all such unbidden shifts to available employees in order of seniority, however all means to get the bids done in a timely manner must be exhausted first. Notice shall be given to the Union should this occur.

B. Seniority Rank and Posting

1. Within thirty (30) days after the signing of this Agreement, and each ninety (90) day interval thereafter, the Employer shall send to the Union and post in a conspicuous place at the Employer's terminals, a list of employees arranged according to their job seniority. Claims for correction to such lists must be made to the Employer within ten (10) working days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be submitted to the grievance procedure established in this Agreement.
2. Upon the successful completion of the applicable probationary period as set forth in Section 3, new employees shall be on the regular seniority list, with seniority dating from date of hire as a bargaining unit employee.

C. Loss of Seniority

1. Seniority shall be broken by:
 1. Discharge
 2. Voluntary quit
 3. Layoff for more than one (1) year
 4. Failure to respond to a notice of recall within 7 days
 5. Unauthorized leave of absence
 6. Unauthorized failure to report to work for three (3) consecutive days when work is available
 7. Voluntary leaving the unit covered by this Agreement and remaining in the employ of the Employer in some other capacity not covered by this Agreement, i.e., promotion to management.
2. Any employee who is absent because of proven illness or injury shall maintain his seniority. The employee may be asked to provide a doctor's statement establishing his/her illness or illnesses lasting more than three (3) days only.

SECTION 12: LEAVES OF ABSENCE

A. Personal Leave

Swissport Cargo Services provides leaves of absence without pay to

employees who wish to take time off from work duties to fulfill personal obligations. If local, state or federal laws conflict with the contents of this policy, they will govern in lieu of this policy.

All Employees may request personal leave only after six (6) months of employment. As soon as eligible employees become aware of the need for a personal leave of absence, they must submit a written request of absence to their Supervisor.

A Personal Leave of Absence may be granted at the discretion of management for a period of up to thirty (30) calendar days every two (2) years. If this 30-day period of personal leave of absence proves insufficient, consideration will be given to a written request for an extension. With the Supervisor's approval, an employee may take any available vacation time as part of the approved period of leave. Benefit accruals such as vacation and sick days will continue to accrue during the approved personal leave period.

Employees first use their accrued leave time, including sick days, vacation days, and personal holidays before taking any medical or personal leave of absence.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements, the employee's job performance, and staffing considerations during the proposed period of absence.

Employees who engage in gainful employment while on Leave of Absence are subject to immediate termination from employment.

Employees on a Personal Leave of Absence may choose to continue benefits coverage according to each plan's provisions; however, they are responsible for the total premium. Therefore, employees on personal leave must make arrangement to pay the premiums on a monthly basis.

When a personal leave ends, a reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified.

If the leave of absence ends and the employee does not return to work nor contacts his or her Supervisor, the Company will assume the employee has resigned. Employees with less than six (6) months of active service are not eligible for a Personal Leave of Absence (LOA).



SECTION 13: LAYOFF AND RECALL

- A. In the event it becomes necessary to reduce the work force, the Employer shall layoff unit personnel in accordance with job seniority consistent with the following. If a layoff is the result of a loss of business, office employees may be laid off based on seniority within that particular working unit. For warehouse personnel, seniority shall prevail so long as the employee remains qualified to perform the remaining work. If a lead is laid off, that employee may bump into the next lower classification within that working unit based on Company seniority, in which event he will receive the rate of pay for the job into which he bumps. Employees subject to layoff as a result of a loss of a particular segment of the business, may transfer into vacant positions to the extent they are qualified, based on Company seniority.
- B. In the event the workforce increases thereafter, employees are to be recalled to work in the reverse order in which they were laid off. In the event of a recall, the laid off employee shall be notified by e-mail with a copy to the Union and if the employee fails to comply within two (2) weeks from receipt of the email, he/she shall be considered a voluntary quit. An employee retains the right to recall for a period of eighteen (18) months from the time of layoff. It is the obligation of the employee to provide the Company an accurate e-mail address for purposes of being contacted.

SECTION 14: NEW POSITIONS - VACANCIES - BIDDING PROCEDURES

- A. When a new full-time position is added to the bargaining unit work force, or a permanent full-time vacancy occurs in an existing full-time position, the procedure set forth in this Section shall apply:
 - 1. First, the Employer, at the location, shall promptly and conspicuously post the new full-time position or permanent full-time vacancy. The document posted shall reflect classification, location, and schedule. Any employee, who intends to apply for that position or vacancy, must file an application with the designated administrative office, within five (5) working days of the document posting. The bid shall then be awarded by the Employer, within fifteen (15) days of bid closure to the senior, qualified full-time employee, in an equal or less classification bidding that position or vacancy.
 - a. If an employee is not at work due to any type of extended leave (worker's compensation, illness, etc.), the affected employee must give his/her station manager a firm return to work date before the employee will be qualified to bid on the vacancy. Moreover, such employee also must be available to start the new position within two (2) weeks of being awarded the bid; and

- b. If an employee is on worker's compensation, vacation, disability or for any other reason is away from the job more than one (1) week, it shall be the employee's responsibility to find out if any bids are posted during the pendency of the employee's absence. An employee may not bid after the five (5) day deadline even though such employee was not at **work.**
 - 2. Vacancies will be bid by building location. If no employee is interested in the vacancy at the building where the vacancy exists, the Employer may hire a new employee from the outside.
 - 3. The parties recognize that the office agents require significant training on specific accounts and to permit bidding to another position in the office will cause the Company to incur additional training expenses. It is agreed that if an office employee is proficient in the software program and other policies and procedures utilized by an airline he/she may bid for any new position or vacancy. The vacancy created by a successful bid by that office employee may then be bid for by another office employee. The number of bids shall be limited to two (2).
- B. It is the intent of the Company to create full-time positions whenever it is practical to do so. The Company shall have the right to post a permanent upgrade from part-time to full-time Agent available only to part-time Agents within the station. If no part-timer wishes to upgrade, the upgrade bid shall be withdrawn.
 - C. Each bid assignment after the general bid will be followed by a waiting period of twelve (12) months before that employee may bid again, except that this limitation will not prevent his bidding for a new position.
 - D. If any employee is interested in a bid but has questions about it, he/she should get them answered before signing the bid because once an employee has been awarded a bid and accepts it, he/she may not change his/her mind and decline it.

SECTION 15: JOB SECURITY

In the event the Company desires to consolidate, automate or subcontract any work presently performed by employees covered by this Agreement, the Union will be notified as much in advance as reasonably possible but in no event less than twenty (20) days in advance thereof, and the Employer agrees to bargain the impact of such a decision.

SECTION 16: ARMED SERVICES

- A. Employees covered by this Agreement who became engaged in the military or naval service in any branch of the United States Government, shall, when discharged, be immediately re-employed by the Employer without loss of seniority, in accordance with state and federal law.
- B. Upon such reemployment, employees shall enjoy all rights afforded to employees under the Uniformed Service Employment and Reemployment Rights Act ("USERRA" 39 use 4301).

SECTION 17: STEWARDS

- A. Appointment and Duties

The Employer recognizes the right of the Union to designate Shop Stewards. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by the appropriate Local Union official.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. Have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusals to handle goods, or any other interference with the Employer's business.
4. He/she will remain on the premises for his entire shift.
5. Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.
6. The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates, and shall not hold the Union and/or its officers or agents liable for any unauthorized acts. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union. The Shop Steward shall be granted number one ranking in the seniority list, for layoff and recall purposes only. Authorized representatives of the Union shall be permitted reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the

Agreement is being adhered to; provided the Union gives notice to management prior to coming into the workplace and work of any employee shall not be disputed.

7. The Union shall be permitted to have up to one (1) Stewards Training Seminars for 1 day per calendar quarter for the purpose of training, provided the Employer receives Forty-Eight (48) hours written notice. Stewards attending such meetings shall receive pay for one (1) day per year at straight time for a maximum of 8 hours pay, but any other days shall be unpaid.
8. The Employer shall provide an authorized bulletin board in each building to be used exclusively for Union notices. The Union bulletin board shall not be used for the posting of any other notices. No notice shall be posted unless signed by a duly authorized Union official. The manager shall be furnished a copy of all notices that are posted. No notices of inflammatory or derogatory nature shall be posted.

SECTION 18: UNIFORMS

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. Furthermore, once per rolling year the company will reimburse an employee up to a maximum of fifty dollars (\$50.00) (not taxed) toward required steel toe shoes. Required outer gear, which may include coveralls, rain gear, reflective vests or other required clothing shall be furnished by the Company without cost to the employee.

Each employee is required to wear supplied uniforms during working hours.

SECTION 19: LABOR PRACTICE

- A. The Employer shall not enter into any other written or oral agreement with any employee or group of employees covered by this Agreement, which in any way violates the wages, hours, or working conditions of this Agreement.

- B. Time Clocks:

The Employer regardless of the number of employees employed must provide a time clock/scanner. Employees shall be required to clock/scan in and out at the beginning and ending of every break and shift during their work day.

- C. When checks are issued in payment of wages, such checks shall have appended memoranda, for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for social security, state and federal income tax withholdings and any other miscellaneous deductions.
- D. Payroll records of the employer shall reflect accurately, and fully normal and overtime hours worked and wages paid, as well as vacations earned and given, and holidays worked or not worked.
- E. Business Agents and representatives of the Union shall be granted access to wage, personnel and time records of employees covered by this Agreement to the extent required by law.
- F. Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Laws and shall be compensated for fines and time lost if summoned to court, etc., because of same.
- G. Any employee required to appear in a court proceeding at the request of the Employer or at the summons of any governmental agency, relating to his employment shall be paid in full for such time by the Employer. No payment shall be less than a full day's pay but the employee shall be available for work if the proceeding does not extend the **full** day.

SECTION 20: HEALTH AND WELFARE

- A. Eligibility
 - 1. Consistent with the terms of the Affordable Care Act, and subject to the terms and conditions of the Swissport Group Insurance Policy, all employees classified by Swissport as regularly working at least 30 hours per week and their dependents currently are eligible to enroll in Swissport's health insurance plan beginning on the first day of the month following the completion of 60 days of service.
 - 2. Any employee who regularly works at least 30 hours per week and has not been offered coverage should contact a Human Resources professional.
 - 3. Consistent with the terms of the Affordable Care Act, and subject to the terms and conditions of the Swissport Group Insurance Policy, all employees classified by Swissport as regularly working at least 30 hours per week and their dependents currently are also eligible to enroll in Swissport's dental insurance plan at established rates on the first of the month following 60 days of service. Covered employees should contact a Human Resources professional to obtain the current premium schedule.



4. Selection, changes or cancellation to the employee's health coverage may only be made within a thirty-day open enrollment period prior to January 1, of each succeeding year, except where:

- a. An employee is hired after January 1;
- b. A part time employee is promoted to fulltime or;
- c. An employee is promoted to a Supervisory position;
- d. A qualifying event occurs (marriage, divorce, death, birth, adoption, loss of coverage, etc.)

B. Employee Contribution

Full-time employees will be eligible to participate in the Company's Health, Dental and Vision Plans, collectively referred to as the Company Benefit Plans, under the applicable standard terms, conditions, and rules established by the Company. Dependent coverage under the same health, vision and dental plan will be made available to employees, paid for by the employee through payroll deduction. The Company reserves the right to substitute an insurance plan that provides at least the same coverage or better.

C. Life Insurance and Accidental Death

Full time employees who elect health care benefits as outlined above will be provided group life insurance and accidental death and dismemberment insurance in the amount of \$10,000 each.

D. Changes to the Health Benefit Plans

The Company's health insurance policy and premium rates are subject to change annually and the parties mutually agree that the Company will provide the Union with advanced notice of any changes that result in increased employee contribution rates during the effective dates of this Agreement.

E. COBRA

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and their dependents may elect to continue coverage at their cost under Swissport's Group Health Care Plan if either the employee, spouse, or dependent children would otherwise lose coverage for certain specific reasons and do not have any other group health care plan. The employee or the Union shall contact the Group Insurance Representative for further details.

SECTION 21: PENSIONS

Bargaining unit employees shall be covered by the Company 401(k) plan, or other retirement plans, to the same extent and in the same fashion as all other non-represented Company employees.

SECTION 22: NO STRIKE-NO LOCKOUT

A. Strikes and Lockouts Prohibited

Unless otherwise provided in this Agreement, during the term of this Agreement, for any reason whatsoever, the Union shall not cause or permit to cause, instigate, condone, sanction, contribute to or participate in any strike, sit-down, stay-in, slow-down, or refusal to work, secondary boycott, picketing, or any other activity, even of a momentary nature, which would tend to interfere with the orderly operations at any of the Company's locations covered by this Agreement. No employee shall be disciplined for refusal to cross a lawful, primary picket line. The Company agrees there shall be no lockout.

B. Participation

Participation by any employee or employees in any act violating the provision of this Section in any way may result in disciplinary action or discharge by the Company. The sole issue subject to arbitration under this section is whether the employee(s)' conduct violated this Section.

SECTION 23: GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievance Procedure

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 the interpretation, application or claim of breach or violation of a specific clause or clauses contained in this Agreement. Any such grievance shall be settled in accordance with the following procedures.

Step 1: The grievance shall be taken up by the aggrieved employee and the Station Manager as soon as possible, but within seven (7) calendar days of the time the grievance occurred, or the grievance will be considered untimely. A Steward may be present at the request of any party. If the Steward is requested and is present, the Steward may make a statement in writing concerning the grievance for his files. The Station Manager must give his answer as soon as possible but within seven (7) calendar days. If no satisfactory settlement is reached between the parties, or if no response is given within seven (7) calendar days, the grievance shall be considered denied and the grievant may appeal to Step 2.

Step 2: Within seven (7) calendar days after the Station has given an answer in Step 1, or if no answer is given, within seven (7) calendar days of the date the answer was due, the grievance may be put in writing and presented to the Station Manager and Human Resources Manager or will be considered waived. The grievance must describe the conduct complained of, specifically identify the Article

and Section of the Agreement violated and state the requested relief. When the grievance is timely presented, the parties can agree in writing to waive step 2. If no satisfactory settlement is reached between the parties during the following seven (7) calendar days from the date the grievance was presented at Step 2, or if no response is received within seven (7) calendar days, then the grievance may be appealed to Step 3.

Step 3: The Union Steward shall notify the Regional Labor Relations Manager in writing not later than seven (7) calendar days after the answer at Step 2, or if no answer is received, then within seven (7) calendar days from the date the answer was due, of its appeal, or the grievance will be considered waived. The Regional Labor Relations Manager has ten (10) calendar days to respond to the grievance, or the grievance will be considered denied. During the ten (10) day period, upon request of either the Union Business Agent or the Regional Labor Relations Manager, a meeting will be held between the Business Agent or designee and the Regional Labor Relations Manager or designee to discuss the grievance. If the grievance is denied, or no response is received, the Union may appeal the Company's decision to arbitration within fifteen (15) calendar days, or the grievance is considered waived.

B. Arbitration Procedure

The impartial arbitrator shall be selected by mutual agreement between the Company and the Union from a panel of seven (7) names submitted by the Federal Mediation and Conciliation Service ("FMCS"). The parties shall strike names alternatively with the grieving party striking first, and the remaining name shall be the arbitrator. The person whose name remains shall be the sole impartial arbitrator. Either party may request at least one new panel of arbitrators. Once the arbitrator is designated, the party requesting the arbitration must notify the FMCS of the name of the arbitrator selected. The other party will be provided with a copy of the notification letter.

C. General Rules

1. A failure by the Company to timely respond to a grievance shall be considered a denial and the grievance may be appealed within the time limits to the next Step.
2. Any grievance involving a suspension without pay or termination will start at Step 3 of the procedure. Any such grievance must be filed within two (2) working days of the employee being notified of the suspension or termination.
3. Any time limits not followed by the Union or the individual filing a grievance or requesting arbitration under this Article will result in the grievance being conclusively abandoned. Any agreement on an extension of time to either carry a grievance to the next Step or to file for arbitration must be in writing and signed by the Director of Labor Relations or other

authorized Company representative.

4. The Union or the employee may abandon or settle a grievance based on individual claims. Agreements to settle or abandon a grievance will not be precedent setting unless the parties specifically agree in writing that the settlement is precedent setting.
5. It is distinctly understood that no arbitrator is vested with the power to change, alter, modify or amend the terms of this Agreement in whole or in part.
6. The arbitrator, in deciding any dispute submitted to arbitration arising out of the interpretation or application of this agreement shall:
 - a. Not receive into evidence nor rely upon any past practices of the Company that occurred prior to entering into this Agreement, unless such past practice is specifically set forth in this Agreement or unless such past practice is continued after execution of this Agreement.
 - b. Not have authority to establish any wage rates or to modify rates set forth in this Agreement.
 - c. Deduct from any back pay to award to an aggrieved employee: any monies the employee may have received in the interim from any employment entered into after the grievant's termination of employment. No interest shall be added to any back pay awards made to any employee.
 - d. Not award any damages or compensation of any kind other than back pay or other benefits under the contract in a discharge case or a "make whole" remedy in any other case.
 - e. Only one grievance may be heard by the arbitrator at any one time, absent mutual agreement to the contrary by the Union and the Company.
7. A hearing shall be held as soon as practical, and the arbitrator shall endeavor to render his decision within (30) days from the close of the hearing. It is agreed that the decision of the arbitrator shall be final and binding upon all parties, provided that either party may appeal the arbitrator's decision to a court of appropriate jurisdiction if the arbitrator does not comply with the terms of this Agreement. The expenses of the arbitrator, as well as other expenses of holding the arbitration, shall be borne equally by the Union and the Company; however, each party shall bear the expense of its representatives, of its own witnesses and of preparing and presenting their case.



8. Damage arising out of alleged violation of the No Strike/No Lockout Clause are not subject to arbitration under this Article.
9. Only grievances that arise after the signing or effective date of this Agreement, whichever is later, may be processed. Grievances arising after the termination date of this Agreement may only be arbitrated consistent with the requirements of law.
10. Grievances may not be filed by probationary employees.

SECTION 24: FEDERAL AND STATE LAWS

- A. Employers shall protect Employees with Worker's Compensation Insurance, Social Security, and Unemployment Insurance as required by Federal and State laws.
8. The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition. It shall not be a violation of this Agreement where Employees refuse to operate such equipment. All vehicles, utilized by employees covered by this Agreement shall be equipped with a heater, defroster and windows that are in good working condition.
- C. Offices, garages or terminals of the Employer must provide sanitary conditions for the employees covered by this Agreement.

SECTION 25: NON-DISCRIMINATION

- A. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms of conditions of employment because of such individual's race, color, sex, sexual preference, national origin, or age, handicap or mental or physical disability as provided in the Americans with Disabilities Act (ADA). It is expressly understood and agreed that notwithstanding anything contained in this Agreement to the contrary, the Employer may take any and all actions necessary to comply fully with the provisions of the ADA.
- B. The Employer and the Union agree that there will be no discrimination against any employee because of his membership in the Union or because of any employee's lawful activity and/or support of the Union.
- C. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.
- D. Alleged violations of this Section may be grieved but shall not proceed to arbitration. Enforcement of such rights shall be consistent with law.

SECTION 26: FMLA

- A. The Family and Medical Leave Act of 1993, as amended, applies to employees who have worked for Swissport Cargo Services for at least twelve (12) months, and have worked at least 1,250 hours during the year before the leave is requested. Employees are provided with an unpaid leave of absence of up to twelve (12) weeks during the period of a year for certain important family or medical events.

This leave may be taken for four reasons:

1. The birth of a child of the employee and, to care for such child.
2. The placement of a child with the employee for adoption or foster care.
3. To care for a spouse, child (under 18 years of age or unable to care for her/himself due to a disability) or parent with a serious health condition.
4. An employee's own serious health condition, which renders the employee unable to perform his or her job function.

Upon returning from the leave, employee will be returned to the same position held when the leave began, or to a position equivalent in pay, benefits and other terms and conditions of employment.

Employees who exercise their right to take this leave will not lose any previous accrued seniority or employment benefits. Benefit accruals, such as vacation, sick days and personal holidays will continue during the approved leave period. While employees are on leave, group health insurance will be provided employees make arrangements to pay their contributions for health care coverage.

Employees working at facilities in states or localities with family medical leave laws that are broader than the FMLA will be governed by those laws.

Employees must first use their accrued leave time including paid vacation, sick days and personal holidays, to which they are entitled before using the provisions of this policy. These other leave periods will be deducted from the 12-week leave period specified by the Act. For example, an employee who requests a 12 week leave but who is entitled to two weeks paid vacation will be required to take two weeks vacation and ten (10) weeks unpaid leave in accordance with this policy.

Employees must provide their Supervisor with medical documentation, and the leave must have prior approval of the CargoManager.

During the leave, employees are required to notify their Supervisor of their status at least two weeks before the leave expires. In the event additional time is required, a request must be submitted along with a physician statement, to the employee's Supervisor. Please be aware that if extended leave is taken, benefits will be terminated and COBRA will be offered. Also, Swissport Cargo Services may not be

able to return the employee to the same position held when the leave began or to an equivalent position, and the employee may risk losing employment.

Subject to any applicable federal, state or local law, employees may lose their job position and/or have their employment terminated in the event they are absent from work for twelve (12) consecutive months for an off the job injury or eighteen (18) months for an on the job injury or a period equal to their length of service, whichever is less.

SECTION 27: HARASSMENT

Swissport Cargo Services is committed to providing a work environment in which all employees and individuals are treated with respect and dignity. Each employee has the right to work in a safe, comfortable and professional atmosphere that:

Promotes equal employment opportunities for all individuals and prohibits discrimination and harassment in the workplace. Therefore, the Company expects that all relationships among employees, management, customers, vendors and others are professional and free of bias, prejudice and harassment.

Employment decisions, actions, derogatory words, jokes, name-calling or unwelcome comments based on an individual's sex, race, ethnicity, age, religion, disability, sexual orientation, pregnancy, or any other legally protected characteristic are prohibited and will not be tolerated.

As an example, sexual harassment (both overt and subtle) is a form of employee misconduct demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Unlawful sexual harassment includes:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive sexual comments, jokes, innuendos, and other sexually oriented statements.

Any employee who desires to report an incident of sexual or other unlawful

harassment should promptly report the matter to their Supervisor in writing and to the Human Resources Department in writing. If the Supervisor is unavailable or the employee believes it would be inappropriate to contact their Supervisor, they should immediately contact the Human Resources Department or any other member of management in writing. If the employee is unable or feels uncomfortable making or reporting at their facility, they should call and speak to the Human Resources Dept. in Dulles, VA at (703) 742-4319/20. Employees can raise concerns and make reports without fear of reprisal. Employees may also raise issues and make reports to their Union representative, if they wish.

Any Supervisor or Manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Human Resources Department or any member of management in writing. The matter will be handled in a timely and confidential manner. The appropriate management personnel will investigate reports and complaints.

The Company will not tolerate anyone engaging in sexual, racial or other unlawful harassment, discrimination or retaliation against an employee who files a complaint. Any person found to have engaged in unlawful discrimination or harassment, or retaliation will be subject to disciplinary action, up to and including termination of employment.

SECTION 28: SAVINGS CLAUSE

If any provision of this Agreement is subsequently deemed invalid under the law of any state wherein this Agreement is executed, such provision shall be re-negotiated for the purpose of adequate replacement. All remaining provisions of the Agreement shall continue to apply.

SECTION 29: MISCELLANEOUS

- A. The Company will allow full-time employees to participate in available "flight benefits" and all employees who participate in this program are subject to all applicable Company rules and regulations regarding these benefits.
- B. It shall not be a violation of this Agreement for supervisors or other non-bargaining unit employees of the Company to perform work normally performed by employees covered by this contract in the case of testing, training, experimentation, new equipment, emergencies, handling of high value shipments and other legitimate operational needs where bargaining unit employees are not readily available to perform the work.
- C. Drive
 - 1. The Union shall defend, indemnify and hold the Company harmless



against any and all demand, suits, fees (including reasonable attorneys' fees) and any other forms of liability that may arise out of, or by reason of, action taken by the Company for the purpose of complying with the provisions of this Article.

2. In addition to the terms and conditions contained in this Agreement between the Employer and the Union, the Employer and the Union hereby further agree that: the Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.
3. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

SECTION 30: MANAGEMENT RIGHTS

A. Reservation of Rights

The Company reserves all rights, powers and authority customarily exercised by management. By this Agreement, the Company and the Union have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the Company retain, and the Company does retain, each and every right and privilege that it ever had enjoyed, except insofar as

it has, by the express and specific terms of this Agreement, agreed to limitations.

B. Certain Enumerated Rights

Management rights include, but are not limited to:

- Management of the operation, including determination of the size and composition of the work force;
- Direction of the work force including hiring, assigning, promotion, demotion and laying-off of employees;
- Location and assignment of work including cross-utilization.
- Establishing, amending, changing and enforcing reasonable work rules, practices, regulations, and policies pertaining to employees' attendance, conduct, safety and reasonable suspicion substance abuse testing when deemed necessary;

- Maintaining discipline;
- Suspending, discharging or disciplining employees, for just cause. All discipline must be issued within a reasonable amount of time from the date the Company becomes aware of the infraction. The Union has the right to grieve if timing is not reasonable;
- Introducing new job, job classification or departments;
- 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;
- Close or discontinue its operations or any part thereof; to subcontract all or any part of its operations to a third party not a part of the parent corporation or one of its subsidiaries, provided the impact on employees of the decision to subcontract will be subject to negotiations if there will be a layoff at the time that is a direct result of the subcontracting;
- The established practice of "Working Supervisors" will be maintained, however working supervisors shall not be used to reduce bargaining unit staff;
- And to adopt, rescind, amend and enforce work and safety rules that are not inconsistent with this Agreement.

The description of the rights of management herein are provided by way of illustration and are not to be interpreted as limiting the rights not specifically set forth herein. After execution of this Agreement there shall be no further negotiations concerning any matter pertaining to rates of pay, wages, benefits, hours or other terms and conditions of employment for the term of this Agreement, whether or not said matter is covered by this Agreement. **All** rights not specifically covered by this Agreement are reserved exclusively for the Company.

C. Employee Manual

It is understood by the parties that any issue not specifically covered by this Agreement may, at the Company's discretion, be subject to the Company's Employee Manual, personnel policies, and work rules. The Company shall have the right to establish, maintain, enforce, rescind, amend or change work rules and policies, it being understood and agreed that such rules and policies shall not be in conflict with any provisions of this Agreement. In the event the Company amends or changes said work rules or adds new work rules, the Company will send the Union a copy of said changes or new rule. Should the Union contend that the new rule is unreasonable, it shall have the right to submit same to the grievance procedure. In any such proceeding, the Union shall have the burden to show that the rule is not reasonable and that the rule does not have reasonable relation to legitimate operational needs. Where this is a conflict between specific terms of this Agreement and any such rules or policies, this Agreement shall prevail.



SECTION 31: DISCIPLINE

Employees are subject to discipline up to and including discharge for violations of Company policies, procedures, work rules, and other just cause. All discipline is subject to the Grievance Procedure, but only suspensions or discharges are subject to Arbitration.

Discipline will be applied according to the principles of progressive discipline.

However, the parties recognize that the appropriate level of discipline will depend upon the facts of each case, including the employee's overall workrecord.

The parties further recognize that certain infractions are of such a serious nature that immediate termination would be appropriate.

Examples of such infractions include but are not limited to:

- Drunkenness or drinking during work hours or being under the influence of liquor or unlawful drugs during working hours and/or any time on the Employers premises
- Carrying and/or possessing unlawful drugs or weapons during work hours or at any time on the Employers premises
- Testing positive for a drug and/or alcohol test
- Theft or assisting in a theft or failure to protect corporate or customer assets
- Assault or threatening injury, or fighting
- Falsification of documentation

Discipline for a particular infraction will remain part of an employee's record for a period of twelve (12) months from the date of the infraction.

SECTION 32: ATTENDANCE

Attendance Policy

Attendance and Punctuality

This policy applies to all employees covered by this collective bargaining agreement.

All employees are responsible for reporting to work each scheduled shift and at the scheduled reporting time. There will be occasions when an employee will be unable to meet that responsibility for justifiable reasons. However, should an employee's record indicate a continuing unexcused failure to meet this obligation, that employee will be subject to disciplinary action and even termination unless correction can be achieved.

Tardiness and absenteeism has a significant impact on Swissport's obligations to its customers, and causes difficulties for all employees who are at work because of manpower shortages on the crews. It is important that we have a full complement of workers on each shift. As a result, everyone's attendance will be continuously monitored.

The Attendance Enterprise (AE) is an automated point system - a unit of measure used to track tardiness, absenteeism, and overtime. The (AE) system is designed to start on the hire date of the employee and runs continually.

Each employee starts out with 0 points; however, after incurring in fractions as mentioned below points will increase.

No Call, No Show 4 points incurred and a suspension of 2 days for pt offense.

Reported Personal Absence 1 point incurred

Tardy ½ point incurred (reasonable exceptions to tardiness will be granted in extenuating circumstances at the General Manager's discretion, the General Manager may also attempt to verify any verifiable reason such as tardiness of public transportation)

Early Leave ½ point incurred

Each employee receives 2 "free" minor tardies (less than 15 minutes each) after 90 days for a rolling 12-month period before such minor tardies begin to count against his/her attendance points.

If an employee calls in sick for a shift that immediately precedes or follows a scheduled vacation, the company has the ability to require a doctor's note to explain the absence. If the employee is unwilling or unable to provide a doctor's note when requested, then the absence shall be treated as a 'Reported Personal Absence.'

Non-Probationary Employees

0 points: perfect attendance

1 to 3 points: acceptable attendance

4 points: documented verbal warning, coaching,

counseling 7 points: written warning, coaching,

counseling

9 points: final warning and/or

suspension 12 points: termination

All employees are required to punch in and out for their scheduled shifts and meal breaks. Any employee who fails to do so will gain ½ a point.

Probationary Employees: (the first 90 days)

0 points: perfect attendance

1 point: written warning, coaching, counseling

2 points: final written/termination warning, coaching,

counseling 3 points: termination

The twelve (12) month revolving system will allow employees to lose an infraction on the anniversary of that infraction (e.g., an employee who received a point on January 1, 2019, would have the point removed on January 1, 2020).

A. Notification

All absences must be reported no later than two hours before the beginning of the scheduled shift. The notification must be given by the employee (in person if at all possible) to a dispatcher or management official as required by a local standard operating procedure (LSOP). If this procedure is not followed, the absence will be considered a no call/no show.

B. Failure to Properly Report Absences (No Call - No Show)

Deviations from this notification policy are permitted only for emergency situations or other justifiable reasons.

Excused and Unexcused Absences

The table below displays examples of absences and whether they will result in an award of points against an employee:

Absences that do not count toward disciplinary action (no points awarded)	Absences that do count toward disciplinary action (points awarded)
Vacation or Paid Time Off (PTO).	Non-medical personal absences which are not covered by the use of vacation and which are not otherwise designated as non-disciplinary leave under Company policy (such as approved bereavement leave).
Paid sick leave. *(unless taken the shift immediately prior to or after a scheduled vacation and without a doctor's note when requested)	Absences caused by an illness or injury to an employee or the employee's family member which are not covered by non-disciplinary leave described in the column to the left (such as FMLA).
Paid and unpaid approved bereavement leave.	Weather-related absence not excused by site leadership (see below).
Approved Family and Medical Leave Act (FMLA) policy leave (including applicable leaves under state or local law) and short term disability leaves.	Any other absence not listed in the column at left.
Leave offered as a reasonable accommodation for an employee's religious beliefs or disability (and which does not result in undue hardship).	
Military duty leave.	
Absences due to a work-related injury when absence is approved by Employee Health Services and is necessary as part of a treatment plan.	
Civic duty Jury duty, responding to subpoenas, voting time off, etc.).	
Legally protected leave to attend school or daycare functions.	
Any pregnancy disability leave and/or maternity or paternity leave in excess of ordinary FMLA leave which may be provided for under state or local law.	
Other approved leaves of absence.	
Other leaves protected under federal, state, or local law.	
An employee with questions about the availability of a particular form of non-disciplinary leave in the jurisdiction where he or she works should contact a Human Resources professional.	

C.Sick Days

All absences due to a non-work related injury or illness will require verification in the form of medical certification if the absence exceeds more than three (3) consecutive days. Swissport also reserves the right to request medical certification for absences of less than three (3) consecutive days as it may deem appropriate. Medical certification relating to any workplace related illness and injury will be required consistent with applicable law, including applicable safety and workers' compensation regulations.

Abuse of sick days will not be tolerated and, where found to exist, will result in disciplinary action.

Note: The application of this section may be modified by the requirements of the Family Medical Leave Act.

SECTION 33: SAFETY AND HEALTH

A. Safety and Productivity

1. Safety is the Company's most important priority and accordingly the responsibility of both management and of every employee. In furtherance of this priority, both the Company and each employee shall strive to maintain safe and healthful conditions to protect all employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.
2. The Company, Union and employees shall work together and cooperate in maintaining work place safety. The Union and employees recognize their duty and responsibility to assist in maintaining safe, sanitary and healthful conditions.
3. Employees shall obey all of the Company safety rules and operational procedures. The Company will provide or make available a written copy of all the Company safety rules and operational procedures.
4. The Company, Union and the employees agree to comply with all state and federal regulations and rules, including the Occupational Safety and Health Act of 1970.
5. Employees are expected to report unsafe areas, conditions, equipment, and

tools to their immediate supervisor. An employee with a concern about or knowledge of a potential safety problem in any facet of the Company's operation should immediately alert his supervisor for investigation and/or corrective action.

6. Each employee has the responsibility to work in a safe manner and remove or eliminate hazardous conditions or equipment or unsafe acts within that employee's control.
7. All employees will be treated with dignity and respect during the investigation of safety concerns. No employee will be disciplined for calling to the attention of the Company any actual or potential safety concern.
8. Employees shall wear all required safety devices.
9. Employees shall immediately report to management any accident or injury, major or minor, which may occur. If so directed, the employee will report immediately to designated medical personnel.
10. The Company has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.
11. The Company shall remove from the workplace any employee that it reasonably believes presents a safety risk to its employees or customers.

B. **Safety Committee**

1. The Union shall have the right to discuss with the Company conditions concerning safety and possible physical risks to employees.
2. A permanent safety committee of one (1) employee from each work shift shall be designated by the Union and shall meet with the General Manager, or his designee, at least monthly to discuss safe working conditions. Recommendations of this committee will be considered by management and an explanation of the decision made by the Company will be provided after a reasonable period of time in which the Company may investigate the concerns.

SECTION 34: DURATION

This Agreement shall constitute the full and binding Agreement of the parties and shall be in full force and effect from September 1, 2024 to August 31, 2027. Either party desiring to change or terminate this Agreement must notify the other in writing, at least sixty (60), but not more than ninety (90) days, prior to the expiration date. If neither party notifies the other during the thirty (30) day period, the contract shall automatically renew itself for an additional one (1) year period under the terms and conditions that exist in the contract at the expiration date.

The parties here to have, on this March 19, 2025, executed this Agreement which has been ratified by the employees in the bargaining unit covered herein.

For the Company:



Steve Stewart
Sr. Director, Associate & Labor
Relations Swissport USA, Inc.



Vinny Bruno
Business Representative
International Brotherhood of
Teamsters, Local No. 295

Orlando Sargent
General Manager
JFK Cargo