

COLLECTIVE BARGAINING AGREEMENT

between

SWISSPORT FUELING OF NEVADA, INC.

and

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

DISTRICT LODGE 142

LAS VEGAS, NEVADA

FEBRUARY 1, 2017~~20~~ TO JANUARY 31,
2020~~3~~



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PREAMBLE

This Agreement is between Swissport Fueling of Nevada Inc. of Las Vegas, Nevada, hereinafter called "Company" or "Employer", and the International Association of Machinists and Aerospace Workers, hereinafter called the "Union." This Agreement is effective from February 1, 2017 to January 31, 2020.

ARTICLE 1 - RECOGNITION

The Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining as provided by the National Labor Relations Act, as amended, of its employees at McCarran International Airport, Las Vegas, Nevada in the classifications of Fuelers, Lead Fuelers, Vehicle Mechanics (and Leads), Laboratory Tech Operators, and Pipeline Systems Operators (and Leads), also referred to under Hourly Job Descriptions in this Agreement. It covers the work involved in servicing aircraft and ground equipment with fuel, oil, fluids, operating bulk storage facilities and fuel trucks, monitoring, testing and certifying fuel as required, transporting all personnel to and from the airport and about the airport as directed, cleaning and maintaining all equipment and signing appropriate Company records and forms as required in the performance of these duties.

No Supervisor will perform bargaining unit work covered by this Agreement, except for instruction of employees, in emergency situations, or due to irregular operations. The intention of the parties is that work performed by supervisors shall not be used to intentionally reduce the scheduled hours of bargaining unit employees.

ARTICLE 2 - SCOPE OF AGREEMENT

SECTION A - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Company and the Union and concludes for the term hereof all collective bargaining negotiations on all matters relating to wages, hours, employee benefits and conditions of employment with respect to employees covered hereunder.

SECTION B - PREVIOUS AGREEMENT SUPERSEDED

This Agreement supersedes any and all agreements existing or previously executed by the Company or any individuals with respect to wages, hours, employee benefits or other conditions of employment with respect to employees covered hereunder.

SECTION C - NOTIFICATION OF SALE OR MERGER OF COMPANY

The Company will notify the Union in writing in the case of a consolidation or merger affecting work covered by this IAM Agreement, or in the event the Company's business at Las Vegas, Nevada or portion thereof is acquired by another Company. The parties hereto recognize that the Company's rights with respect to McCarran International Airport are governed by the terms of a lease agreement by and between the Company and Clark County. Should such lease agreement or a successor lease agreement terminate and not be renewed, this Agreement shall forthwith terminate and no further rights and duties shall thereafter accrue to the parties hereunder.

ARTICLE 3 – DUES CHECKOFF

SECTION A - UNION DUES DEDUCTION

1. The Company will deduct from the employees' wages and turn over to the Union the Union membership dues of each employee who individually and voluntarily authorizes the Company in writing to make such deductions. The term "Union Membership Dues", as used herein, shall include Union initiation or reinstatement fees of employees rehired by the Company with or without seniority when such employees are reinstated or rejoin the Union. Such deductions shall be made in accordance with the following provisions:
 - a) Such deductions shall be made only in accordance with instructions upon authorization cards, which shall be in a form mutually agreed to, between the Company and the Union. In order to be effective, such authorization cards shall be delivered by the Union to the Accounting Department of the Company. Such authorizations shall be irrevocable for one year from the date thereof or until the termination date of this Agreement, whichever occurs first.
 - b) It is agreed between the Company and the Union that any employee of the Company who is or may hereafter become a member of the Union may authorize the collection of Union dues by the signing of a Voluntary Check-Off Authorization Card as follows:
 - (1) "I hereby authorize Swissport Fueling of Nevada, Inc. to deduct from my wages such sum per month as may be due hereafter on account of initiation and reinstatement fees and monthly membership dues in the International Association of Machinists and Aerospace Workers. The sums thus deducted are hereby assigned by me to the International Association of Machinists and Aerospace Workers and are to be remitted by the Company and to the appropriate financial secretary of the Union."
 - (2) "This assignment shall be irrevocable for one year from this date or until the termination of the Agreement between the Company and the International Association of Machinists and Aerospace Workers now in effect, whichever occurs first. It shall be deemed automatically renewed for like periods during the

term of such Agreement and each succeeding applicable Agreement unless I give notice by certified mail to the Company and the Union not more than twenty days and not less than ten days prior to the expiration of each automatically renewed period.”

SIGNATURE _____ DATE _____

Deductions for that portion of the Union membership dues consisting of Union initiation fees or reinstatement fees, as provided above, shall be made from the employee’s paycheck for the first period ending in each month in the amount and from the number of such checks as authorized by the employee on the authorization card.

2. Deductions for other Union membership dues shall be made from the employee’s paycheck for the first pay period ending in each month in the amount authorized by the employee on the authorization card. In the event a deduction for such dues is not made on one or more consecutive regular payroll deduction dates due to the lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date that the employee has sufficient earnings, one double deduction shall be made.
3. Such payroll deductions shall begin within two weeks subsequent to receipt by the Accounting Department of the Company of the authorization cards provided for in Paragraph (a) above.
4. The Company’s obligation to make such deductions shall terminate in the event the employee shall cease to be an employee as defined in Article I, of this Agreement or upon receipt by the Company of written revocation by the employee of such authorization card in accordance with the provisions of paragraph 1(b) 2 of this Section A.

ARTICLE 4 - MANAGEMENT’S RIGHTS

1. It is understood and agreed that the Company retains and possesses all the rights, power, functions, and authority exercised or had by it prior to the execution of this Agreement, except as specifically limited by an express provision of this Agreement.
2. 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 establishing qualifications, hiring, assigning, promoting, demoting, and laying off of employees.
 - (c) Allocation and assignment of work.
 - (d) Establishing, amending, changing, and enforcing work rules, performance standards, practices, regulations, and policies pertaining to employee attendance, conduct and safety including drug/alcohol testing.
 - (e) Maintaining discipline.
 - (f) Suspending, discharging or disciplining employees, provided that such

discipline will be for just cause.

(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) While it is not the Company's intent to subcontract bargaining unit work the Company may temporarily subcontract bargaining unit work due to emergencies or irregular operations. The Parties agree to meet and confer if the period of subcontracting will exceed seventy-two (72) hours.

(j) Management employees may perform work traditionally performed by bargaining unit employees in emergencies, or due to irregular operations. It is also the intention of the Parties that work performed by supervisors shall not be used to intentionally reduce the scheduled hours of bargaining unit employees.

ARTICLE 5 - HEALTH AND WELFARE INSURANCE

A ELIGIBILITY

- 1 Full time employees will be eligible to participate in the Company's Health & Dental Plan (collectively referred to as Company Benefit Plans) and Life Insurance Plan, under the applicable standard terms, conditions, and rules established by the Company for employees covered by this Agreement
- 2 Employees shall be covered under the Company Benefit Plans, as outlined below, sixty (60) days after the commencement of employment.

B EMPLOYEE AND COMPANY CONTRIBUTIONS

- 1 The premiums for employee-only coverage will be shared by the Company and the employee, with a portion paid by each.
- 2 Until January 1, 2018, the Parties agree that each employee hired after 08/23/2014 shall be required to pay the following biweekly insurance premium: \$46.11/biweekly (and paid through payroll deductions).
- 3 Until January 1, 2018, the Parties agree that each employee hired before 08/23/2014 shall be provided with the existing employee-only health insurance benefits at no additional cost to the employee.
- 4 Eligible employees may also elect to enroll in dependent health insurance coverages, dental and vision coverages, and 100% of the premium will be paid for, and the responsibility of, the employee.
- 5 The employee shall be required to complete and submit all health benefits applications and payroll deduction paperwork to the Human Resources professional. Employee Contributions shall automatically be deducted from

the employee's regular wage payments.

- 6 Life insurance and AD&D for the employees in the amount of \$10,000 will also be provided at the Company's expense.

€ CHANGES TO THE HEALTH BENEFIT PLANS

- 1 The Company's health insurance plan coverages and premium rates are subject to change annually. The Parties agree that health insurance premiums are likely to increase annually and that a portion of those increases should be absorbed by the employees who enjoy the healthcare coverage.

- 2 Effective January 1, 2018, all employees will contribute to health insurance coverage as follows (based on current year-2017 premiums) and for employee-only coverage and paid through payroll deduction:

Employee: \$57.50/bi-weekly.

- 3 In each calendar year (2018 and 2019) covered by this Agreement, the Company agrees to absorb up to the first seven percent (7%) of the total (employee only) health insurance premium increases. If the total health insurance premiums (for employee only coverage) increase by more than seven percent (7%), the employee will absorb up to the next five percent (5%) of the increased premiums. If the total health insurance premiums (for employee only coverage) increase by more than twelve percent (12%), the Company and the employee will equally split (50/50) the premium increases over the twelve percent (12%).
- 4 The employee will continue to be responsible for 100% of the premiums for dependent coverages, as well as vision and/or dental insurance coverages.
- 5 If any federal, state, local law, or other law or regulation is enacted and put into effect during the effective dates of this Agreement providing benefits of the same or similar nature as any of those provided hereunder and imposing the cost thereof on the Company, then, and to that extent only, such benefits provided hereunder shall become inoperative and cancelled and the Company shall be relieved of the cost thereof to avoid any duplication of costs.

ARTICLE 6 - WAGES

SECTION A - Classifications and rates are effective as follows:

Classification	2/1/1720	2/1/1821	2/1/1922
Lead Pipeline Operator	47.90 <u>\$19.75</u>	48.40 <u>\$20.25</u>	48.90 <u>\$20.75</u>
Lead Mechanic	49.00 <u>\$20.25</u>	49.25 <u>\$20.75</u>	49.50 <u>\$21.25</u>
Laboratory Tech Operator	49.20 <u>N/A*</u>	49.70 <u>N/A*</u>	20.20 <u>N/A*</u>
Pipeline Operator	46.50 <u>\$18.00</u>	46.75 <u>\$18.50</u>	47.00 <u>\$19.00</u>
Vehicle Maintenance	48.00 <u>\$19.25</u>	48.25 <u>\$19.75</u>	48.50 <u>\$20.25</u>
Lead Fueler	44.75 <u>\$16.25</u>	45.00 <u>\$16.75</u>	45.25 <u>\$17.25</u>
Fueller hired prior to 8/23/2014	42.75 <u>\$14.35</u>	43.00 <u>\$14.85</u>	43.35 <u>\$15.35</u>

*** Laboratory Tech Operator Classification is currently not utilized at LAS. Wage Rates will be negotiated if this classification is utilized during the term of this agreement.**

LONGEVITY PAY: Longevity pay will be paid to all senior employees over the above listed base pay scales by classification when an employee reaches the following years of continuous service:

10-Years	15-Years	20-Years and above
\$ 0.20	\$ 0.30	\$ 0.40

5-Years	10-Years	15-Years	20-Years and Above
\$.05	\$.30	\$.60	\$.75

Fueller hired after 8/23/2014	02/01/1720	02/01/1821	02/01/1922
Hire Rate*	\$11.00 <u>\$13.00</u>	\$11.50 <u>\$13.50</u>	\$12.00 <u>\$14.00</u>
6 months completed	\$11.25 <u>\$13.25</u>	\$11.75 <u>\$13.75</u>	\$12.25 <u>\$14.25</u>
1 year completed	\$11.50 <u>\$13.50</u>	\$12.00 <u>\$14.00</u>	\$12.50 <u>\$14.50</u>
2 years completed	\$11.75 <u>\$13.75</u>	\$12.25 <u>\$14.25</u>	\$12.75 <u>\$14.75</u>

3 years completed

~~\$12.00~~**\$14.00**

~~\$12.50~~**\$14.50**

~~\$13.00~~**\$15.00**

Fuelers hired after 8/23/14 who are off scale

2/1/2020 - 3-year rate plus \$.15 per year off scale.

2/1/2021 – 3-year rate plus \$.15 Increase

2/1/2022 – 3-year rate plus \$.15 Increase

Employees in the fueling classification hired after 8/23/2014 will be paid a premium of one dollar (\$1.00) per hour for all hours assigned to a lead position.

Employees will be paid a premium of one dollar (\$1.00) for all hours worked on a shift the employee is ASSIGNED as a trainer.

- B. The Company may exceed the above-listed pay scales over the life of this Agreement to be applied consistently within each classification.
- C. Long service Fuelers who are at red-circled (higher than contract) rates will receive an increase of two percent (2.0%) per hour on 2/1/2017, and two percent (2.0%) per hour on 2/1/2018.
- D. Each employee who has perfect attendance for a calendar month during the life of this present Labor Agreement will receive 3.0 hours pay, for a maximum of thirty-six hours pay per year. The bonus will be paid ~~early in~~ **on the first pay period in** December, ~~once~~ each year, ~~with the first payment in December 2014.~~
- E. **In the event that a Local Wage Ordinance, or it's equivalent, is enacted during the duration of this agreement, the Company and the Union agree to re-open only Article 6 – Wages for the purpose of negotiating compliance with the Ordinance.**

ARTICLE 7 – HOURS OF WORK AND OVERTIME

SECTION A - HOURS AND DAYS OF WORK

- 1. For all employees, eight **(8) or ten (10)** consecutive hours shall constitute the regular work shift.
- 2. An employee commencing the workday between the hours of 5:00 a.m. and 11:59 a.m. is considered to be in the Day Shift period. An employee commencing the workday between the hours of 12:00 noon and 6:59 p.m. is

considered to be in the Swing Shift period. An employee commencing the workday between the hours of 7:00 p.m. and 4:59 a.m. is considered to be in the Graveyard Shift period.

3. Five **8-hour shift and four, ten-hour shift** consecutive days shall constitute a regular workweek for employees. Each **8-hour shift** employee shall be scheduled for two **(2)** consecutive days off **and each 10-hour shift employee shall be scheduled three (3) consecutive days off** at the beginning or end of each workweek except when an employee, after bidding, voluntarily changes to a new workweek scheduled by the Company.
4. Any changes in general shift starting time in excess of one hour shall be scheduled and posted by the Company. There will be no change in the starting and stopping time without five days notice to all employees affected.

SECTION B - MEAL AND BREAK PERIODS

1. Whenever any employee is called to work four or more hours prior to the beginning of the shift, the employee shall normally be given a ten-minute rest period before starting said employee's regular shift.
2. Exceptions may be made with respect to when and for how long such rest periods will be permitted where work operations, including the handling and operation of equipment and machines, are of such a nature that the work needs to be continued without interruption. Under these conditions the supervisor should allow an employee a ten-minute rest period during the work period outside the shift.

SECTION C - OVERTIME

1. Hours worked in excess of eight **(8-hour shift) or 10 (10-hour shift)** in any one day of an employee's work week shall be paid for at one and one-half times the regular base rate of pay of the employee.
2. Hours worked on the **fifth (5th) day, for employees working 10-hour shift and sixth or seventh (6th or 7th) day of an employee's 8 or 10-hour shift**, work week shall be paid for at one and one-half times the base rate of pay of the employee, if the employee has worked at least forty hours at straight time during the employee's regularly scheduled work week. There will be no pyramiding of overtime. A floating holiday will be considered hours worked for purposes of this article.

3. When it is contemplated that an employee is to work four hours or more of overtime, such employee shall be granted a meal period with pay. Every reasonable effort shall be made to permit the meal period within the first two hours of such overtime. Overtime hours worked under Section C 5 (a), (b) and (c) are not subject to the equalization of overtime and recording provisions of Section C 6,7 and 8 of this Article VII.
4. Overtime shall be distributed as equally as possible for all employees by job classification. The Union recognizes that due to the nature of the Company's operations overtime is periodically a mandatory requirement.
5. Overtime requirements anticipated by the Company to be less than four hours will be offered as follows:
 - a) To those employees within the affected classification working on that shift (post shift in conjunction with scheduled shift).
 - b) If the Company is unable to satisfy overtime requirements through (a) above, overtime shall be offered to employees within the affected classification assigned to the oncoming shift (pre-shift in conjunction with scheduled shift).
 - c) If the Company is unable to satisfy overtime requirements through (b) above, a pool of all remaining available employees within the affected classification shall be referred to for overtime.
6. When overtime requirements are anticipated by the Company to be four or more hours, a pool of all available employees within the affected classification shall be referred to for overtime.
7. In paragraphs 5 (a), (b) and (c) and 6 above, overtime will be offered to those affected employees on a rotational sequence basis commencing with the employee with the highest job classification seniority and progressing to the employee with the lowest job classification seniority. It is understood that the Company will not bypass an eligible employee who is in line to work overtime. It shall be the senior Union Steward's responsibility to maintain a current list detailing overtime circumstances for each employee and indicating the overtime rotation position for subsequent overtime assignments. Such list will be posted so all employees may have the opportunity of review. No employee will be required to suspend work during regular working hours to absorb overtime.
8. Prior to utilizing mandatory overtime provisions of this Article the Company may seek volunteers from other classifications covered by this Agreement. These volunteers must be qualified for the classification(s) in which they work overtime. Whether or not the Company takes volunteers for overtime from another classification shall be within the Company's absolute discretion.

9. Should the above procedures not satisfy the Company's overtime requirements, the Company shall require the employee on shift with the least amount of classification seniority to work the required overtime (mandatory overtime assignment). Once an employee has worked a mandatory overtime assignment, that employee's name will be removed from the mandatory overtime roster until such time as all employees in the affected classification have performed mandatory overtime assignments. In the event an employee is unavailable for mandatory overtime requirements, for any reason, the required mandatory overtime will be assigned to the employee with the next lowest seniority in the affected classification. In this instance, the bypassed employee shall remain on the mandatory overtime roster in classification seniority order, and any employee with lower classification seniority who has worked a mandatory overtime requirement will be removed. In the event employees remaining on the mandatory overtime roster are unavailable for any reason, overtime requirements will be assigned to the employee with the least amount of classification seniority on a supplementary mandatory overtime roster containing the names of all affected employees in inverse classification seniority order.
10. It is the intent of this provision that, to the extent possible, all employees within the affected classification shall be required to work their individual turn at mandatory overtime requirements prior to any one employee within the affected classification having to work two mandatory overtime requirements.

SECTION D - REPORTING TIME

In the event an employee on the active payroll reports to work on such employee's regular shift within the standard work week without previously having been notified not to report, the employee shall be paid four hours straight time pay; provided, however, that if work reasonably within the capacity to perform is available, said employee will be required to perform such work to qualify for the four hours straight time pay. No pay shall be granted under this section where work is not available by such reasons as, including but not limited to, dismissal for just cause or an act of God (for example: fire, flood, or power failure). Failure on the part of the employee to keep the Company informed of his current phone number relieves the Company of responsibility of any notification required by the Agreement.

SECTION E - CALL BACK

An employee who is called back to work from home at the request of the Company to work during hours other than such employee's regular work shift shall receive a minimum of four hours at one and one-half times the employee's regular base rate of pay.

SECTION F - LOST TIME PENALTY

Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one tenth of an hour's pay for each one tenth of an hour or fraction thereof lost from work.

ARTICLE 8 – HOLIDAYS

- A. The following days shall be observed as holidays: New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and three floating holidays (only a scheduled work day). New hires shall not be eligible for floating holidays until completion of one year of service.
- B. The dates of the employee's floating holidays will be established by the employee submitting a written request to the supervisor at least seven days prior to the date the employee desires to designate as a floating holiday. The date will be awarded to the senior employee(s) who request such date seven days or more in advance of the date in question. At least five days prior to the date requested the Company will post a list of those employees who will observe the holiday. Employees whose names do not appear on the posted list will be permitted to designate a different day in accordance with the above. On or about October 1st of each year, the company will notify those employees who have not used their allotted floating holidays that they have thirty days to schedule usage. On November 1st of each year, the company will assign employees who have not used floating holidays their assigned floating holiday schedule. There will be no payout of unused floating holidays. A fourth floating holiday per year will be observed by any employee who has completed their 10th year of employment.
- C. Full pay of eight hours at the straight time rate shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls.
- D. Employees who experience an extended illness (more than one day) may request the use of unused floating holiday pay for compensation of time lost for all days after the first day.
- E. In order to be eligible for holiday pay an employee must have worked on the scheduled day of the holiday and the scheduled work day before and the scheduled work day after the holiday or have been on a paid vacation; however, when the holiday falls on the day before employment or the day after termination or during an employee's leave, no pay under this provision will be granted except at the discretion of the Company. However, in the Company's discretion these requirements of this paragraph may be waived.
- F. It is further understood and agreed that if a holiday should fall within a vacation period, the holiday shall be compensated for in addition to the vacation period or at the employee's option with written permission from the Company, an extra day off may be taken within the vacation period instead of receiving compensation for the holiday.
- G. When management determines that a full complement of employees is not required on a holiday, the Company will offer by shift, classification and seniority the employees to observe the holiday until the needed compliment is reached.

ARTICLE 9 – VACATIONS

SECTION A - Definitions:

1. *Seniority* as used in this section shall be the seniority to which an employee is entitled under the provisions of Article 7 of this Agreement.
2. *Vacation eligibility date* as used in this section shall be, with respect to an employee's first vacation, the first day of the month in which an employee will have accumulated one year of service time subsequent to the date when such employee first started to work and, with respect to subsequent vacations, the first day of the month in which an employee will have accumulated one year of service time subsequent to such employee's last vacation eligibility date.
3. *Pay* for each week of vacation for a full time employee means pay for forty hours at the employee's regular base rate of pay.

B. Vacation benefits for an employee on the active payroll of the Company as of the effective date of this Agreement shall be in accordance with the following:

1. An employee who has completed one full year of service time from date of hire or his last vacation eligibility date, but less than two years of continuous service, shall be eligible for one week of vacation with pay.
2. An employee who has completed two years but less than five years of continuous time from his original vacation eligibility date shall be eligible for two weeks of vacation with pay.
3. An employee who has completed five years but less than fifteen years of continuous time from his original vacation eligibility date shall be eligible for three weeks of vacation with pay.
4. An employee who has completed fifteen years but less than twenty years of continuous time from his original vacation eligibility date shall be eligible for four weeks of vacation with pay.
5. An employee who has completed twenty or more years of continuous time from his original vacation eligibility date shall be eligible for five weeks of vacation with pay.
6. Vacation time must be taken; it cannot be paid in lieu of taking time off. Vacation time may be accrued to a maximum of two (2) times the annual entitlement. Any employee who has two (2) times the annual entitlement vested will not be permitted to accrue any more vacation time until the two (2) times is reduced.

- C. An employee who has become entitled to a fully earned vacation with pay which has not been used at the time such employee terminates, is terminated, enters the Armed Forces, or is laid off, shall receive payment for such unused vacation as such employee is entitled to under provisions of Sections A and B of this Article.
- D. Employees who are in their first year of service with the Company do not earn or accrue vacation leave hours. Upon completing one year of continuous service the Company will provide those employees with a lump sum of forty (40) hours of vacation leave which represents a one-time retention bonus. Employees who do not complete one year of continuous service with the Company shall not be eligible or entitled to this one-time retention bonus. After completing one year of continuous service with the Company, employees will begin accruing paid vacation leave in accordance with Section B above.
- E. The Company will continue to make the Company's contribution to the employee's health care benefits, where applicable, during the time an employee is on paid vacation leave.
- F. VACATION USAGE
 - 1. Vacation pay shall be computed on the basis of the employee's regular hourly rate in effect at the time the vacation is taken, inclusive of Lead premium (where applicable).
 - 2. Eligible employees may carry over ("accumulate") accrued vacation from one calendar year to the next, up to the vacation maximum balance of two (2) times the employee's maximum annual accrual. An employee who reaches his or her maximum balance will not accrue additional vacation leave until the employee's vacation balance drops below the maximum balance. Additionally, vacation does not accrue while an employee is on an unpaid leave of absence or a paid leave status in the nature of industrial or non-industrial disability payments.
 - 3. Once per year, in December, an employee may elect to cash-out his total accrued and unused vacation on the basis of the employee's regular hourly rate in effect at the time that the vacation is paid out. This vacation buy-back will be issued in the form of a gross adjustment to wages and shall be subject to all required taxes and withholdings.

D G Annual Block Vacation Bid

- 6 Each year, on or before the second Monday in November, the Company shall post the vacation bid schedule for the following year. The vacation bid schedule shall contain employees' names in descending job classification seniority order within their job classification.
- 7 Each employee, in job classification seniority sequence, shall indicate his primary and secondary (if applicable) block vacation selection(s), or the word "waive", and initials his entry.

3. When the most senior employee has completed his bid, the next most senior employee may enter his bid and so on until each employee has indicated and initialed his vacation preference(s).
4. Employees entering the word "waive" indicate the desire not to participate in the vacation bid process.
5. The vacation bid schedule period will expire on the second Friday in December. The Company shall post the results of the vacation bid in the form of a vacation schedule on the first regular workday in January.
6. In order for an employee to receive his vacation payment on the last regular payday prior to the commencement of his vacation, the employee must make application in writing on a form to be prescribed and furnished by the Company which shall be signed by the employee and approved by his supervisor. Such request for vacation pay must be filed in time to have it in the Payroll Office of the Company at least two weeks prior to the employee's last payday before the vacation. However, in no event shall an employee's vacation check be issued prior to his vacation eligibility date.
7. An employee must submit a written notice to the Station Manager at least thirty (30) days in advance of his intent to cancel a scheduled vacation.
8. Employees who cancel a scheduled block vacation may only reschedule in open periods of the vacation schedule.
9. No vacation, outside of the annual bid, shall be permitted unless authorized by the General Manager in writing. The employee shall be given a copy of the signed approval for their records.
10. Vacation leave requests in single days, outside of the annual bid process, will generally be granted on a first come first serve basis, and will not be denied unreasonably provided that the request is made in writing and given to the General Manager ten (10) days in advance. The General Manager has the discretion to waive this requirement when, in his judgment, the delay should be excused. In the event that two employees request to take vacation on the same day(s), and submit their requests at the same time, the Company will consider operational needs and Company seniority when evaluating which leave request to grant and which to deny. Vacation awarded to a junior employee will not be cancelled by the company and then awarded to a more senior employee.
11. Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours that the employee was scheduled to work on that day.

- 12 When awarding vacation, block vacation will take priority over single day vacation requests. Block vacation will be defined as all regularly scheduled work days between an employee's scheduled days off.
- 13 Following termination of employment, whether voluntary or involuntary, an employee will be paid for all accrued and unused vacation days at the employee's regular rate of pay in effect at the time of the termination.
- 14 Vacation balances will be updated each pay period. The Company will make vacation balances available to employees upon request.

ARTICLE 10 – GRIEVANCE PROCEDURE

SECTION A - HANDLING COMPLAINTS OR GRIEVANCES

1. ~~Step One~~ **Verbal**: Any employee having a complaint or grievance in connection with the terms of employment, application of this Agreement, working conditions or discipline, other than issues involving suspension or discharge, will with the steward, discuss the matter with the employee's immediate supervisor. The supervisor will respond to the employee within forty-eight hours following the discussion.
2. ~~Step Two~~ **One**: Should the above noted discussion not result in a satisfactory adjustment, the employee may reduce the issue to writing on a form mutually agreed to between the Company and the Union. Such complaint or grievance must be presented **to the General Manager or his designee** by the steward within three work days of the date the employee knows or would reasonably be expected to have known of the circumstances giving rise to the complaint or grievance. The employee's ~~supervisor~~ **General Manager or designee** will provide a written decision to the steward within two days after the presentation of the issue. **The Company shall forward a copy of the decision to the Union General Chair.**

If, in the opinion of the General Chair, the decision is not satisfactory, the General Chair will make a written appeal to Step Two to the Company's appropriate Vice President or his designee within fifteen (15) calendar days of said decision.

3. ~~Step Three~~ **Step Two**: ~~If the decision in step two is not satisfactory, the steward may within five work days after the step two decision appeal the complaint or grievance in writing to the station manager or designee. The station manager shall conduct a hearing with the employee and the union steward within seven~~

~~workdays after the date of the step two appeal. The station manager will render a written decision to the employee and the union steward within four workdays after the adjournment of the hearing. The grievance will be discussed in step two between the appropriate Vice President or his designee, the steward and the Union General Chair at a meeting held on a day and time selected by mutual agreement.~~

In cases involving the discharge of an employee the Company and the Union agree to waive Verbal and Step One of this procedure and to proceed directly to step two.

~~4. Step Four: If not settled in the preceding steps the grievance may be processed to this step by notice to the station manager within fifteen days following the answer at step three. The grievance will be discussed in step four between the Company representative, the steward and the Union business agent at a meeting held on a day and time selected by mutual agreement. In cases involving the discharge of an employee the Company and the Union agree to waive steps one and two of this procedure and to proceed to step three.~~

~~5.~~ **4.** If the decision at step ~~four~~ **two** is not satisfactory to the Union, the matter may, within thirty working days after receipt of the decision, be referred by the Union to arbitration in accordance with the terms of section E of this Article.

SECTION B - SUSPENSION

1. A non-probationary employee shall not be assessed a disciplinary suspension without being given the opportunity to discuss with a Union representative the circumstances involved.
2. The employee and the authorized Union representative will be advised of the purpose of an investigation before it is convened.
3. The station manager shall conduct the investigation hearing with the employee and the authorized Union representative.
4. A written statement of the precise charges and the penalty imposed, if any, shall be presented to the employee in the form of an Employee Performance Notice within three work days subsequent to the conclusion of the hearing.

SECTION C - DISCHARGE

1. A non-probationary employee shall not be discharged without a fair investigative hearing (No hearing will be conducted without the presence of a duly authorized Union representative.) before a designated representative of the Company, other than the one bringing the complaint against the employee. In the event

operational circumstances are reduced to a level making this procedure impractical, the designated representative of the Company may be required to issue the complaint and conduct the required hearing. If an employee is discharged pursuant to Article 10, Section D 9, the Company will advise the employee and the duly authorized union representative in writing of the precise charge or charges preferred against the employee not later than three work days from the time of discharge.

2. An investigative hearing will be held not later than five calendar days after the employee and the Union are notified of the precise charges. Prior to the hearing, the employee and the duly authorized Union representative will be given a reasonable opportunity to secure the presence of necessary witnesses. A written decision normally will be issued within three workdays after the close of the hearing. A copy of the notification of the decision of the discharge hearing is to be given to the Union representative and a copy mailed to the employee postmarked not later than three work days after the close of the hearing. If, in the opinion of the Union, the decision is not satisfactory, appeal may be made in accordance with the procedure prescribed in Step ~~four~~ **Two of the Grievance Procedure.**

SECTION D - GENERAL PROVISIONS

1. The term *grievance* as it is used throughout this Agreement shall mean a claim by a employee or the Union that the Company has violated a specific provision of this Agreement by action or failure to take such action which, at the time such claim is filed, denies a right given to the employee or the Union under such specific provision of the Agreement. The written claim shall state the specific provision of the Agreement by Article, section and paragraph allegedly violated. Any other item shall be considered a complaint and shall not be proper subject matter for processing beyond step four of the grievance procedure.
2. It is agreed that the Company and Union will make every effort to keep to a minimum the actual working time spent in disposing of grievances. When a steward is required to leave work for the purpose of investigating, presenting or adjusting grievances, he will obtain the permission of his immediate supervisor before leaving and will report to the supervisor upon return. It is understood and agreed that grievances will not be processed in the presence of customers.
3. The Company recognizes the right of the Union to designate a steward and alternate from the employees' seniority list. Grievances shall be settled in accordance with the following procedure.
4. The Company and the Union may mutually agree to extend time limits in a particular issue.
5. Issues which involve wage claims must be filed promptly after the cause giving rise to the issue is evident, and such wage claims will not be valid for a period earlier than thirty days prior to the date of the grievance or the date the grievance

arose, whichever is more recent.

6. Probationary employees covered by this Agreement shall not have recourse to Article 10, Grievance Procedure.
7. Except as specifically provided in this Article, all hearings, meeting and investigations will be conducted during regular day shift working hours insofar as possible. If the grievance hearings or investigations are held during other than regular day shift hours at the Company's written request, or if a Union representative spends in excess of eight hours per day attending such hearings at the Company's written request, such Union representative shall be paid at his regular straight time base rate for time so spent.
8. Workdays as used in the Article are defined as Monday through Friday.
9. In meetings for the purpose of investigation of any matter, which may result in the application of discipline or dismissal, an employee will be entitled to Union representation, if desired. The Company will notify the employee of their right to have a shop steward present. Regardless of any other provisions of this Article an employee will not be suspended from the service of the Company pending a hearing unless the Company determines that its employees, property or operation are seriously jeopardized.
10. Employee complaints or grievances regarding suspension and/or discharge matters shall be immediately referred to step ~~four~~ **Two** of the grievance procedure.
11. One year following the issuance of a written criticism to an employee, such criticism shall be rescinded if, during the intervening year from date of issue, the employee has demonstrated improvement and has not been involved in an incident of a similar nature. ~~However, the exception to this rule shall be discipline for safety violations, egregious violations, and No Call/No Show violations which shall remain in the employee's disciplinary record for eighteen (18) months.~~
12. An employee may request in writing of the station manager to have such written criticism removed from his file upon the expiration of one year from the date of issue.
13. The Company will not discriminate against any witnesses called to testify in any hearing or investigation under this Agreement.
14. In assessing discipline, the Company will consider the gravity of the offense, seniority and the work record of the employee involved.
15. The Union's decision to withdraw grievances or not to process or appeal a grievance to the next step shall not in any way prejudice its position on the issue(s) involved.

16. Any letters of discipline given to an employee will be issued within ten workdays from the day the Company became aware of the incident upon which the discipline is based.

SECTION E - ARBITRATION

1. Any grievance which has not been settled pursuant to sections A-D of this Article and which involves the interpretation or application of a specific clause or clauses of this Agreement may be referred to arbitration. Unless the party seeking to have the grievance referred to arbitration has delivered to the other written notice to that effect within thirty days after failure to conclude the grievance under Article 10, Section A ~~5~~ 4, such grievance shall be deemed waived.
2. Within thirty working days after a notice of intent to refer a grievance to arbitration has been given, the parties shall jointly refer the matter to an arbitrator. If the parties fail to agree on a joint submission, each shall submit a separate submission, and the arbitrator shall determine the issue or issues to be heard, provided that said issue is arbitrable in accordance with this Article. The joint or the separate submission shall state the issue and the specific clause or clauses of this Agreement which the arbitrator is to interpret or apply. Written issues which are not covered by a specific clause or clauses of this Agreement are considered to be complaints and are not therefore arbitrable.
3. If the Company and the Union fail to agree upon an arbitrator, they may request the American Arbitration Association to submit a list of five persons from which the arbitrator shall be chosen. The Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one-name remains and that person shall be the arbitrator.
4. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding on the Company, the Union and the employees.
5. The arbitrator shall be paid by the parties hereto. The compensation and expenses of the arbitrator and arbitration shall be divided equally, provided, however, that each party shall bear the expenses with respect to its own witnesses and that the cost of any report or transcript shall be divided equally only if furnished by mutual consent.

ARTICLE 11 – SENIORITY

SECTION A - BASIS OF SENIORITY

Seniority shall be the relative status of employees with respect to length of service time with the Company subject to the following qualifications:

1. One hundred eighty (180) workdays after an employee starts to work such employee shall acquire seniority rights and his seniority shall be retroactive to his starting date. During the first one hundred eighty (180) workdays of employment, such employee shall be considered probationary and his retention as an employee shall be entirely within the discretion of the Company.
2. The term “service time” is defined as those days worked by an employee, including holidays and regular days off during weeks worked, and days on paid vacation. Service time shall also include days off work due to an occupational injury or occupational illness if the employee returns upon recovery to the active payroll of the Company, provided that such days off shall not exceed one hundred eighty (180) workdays. Service time shall not include days when an employee is severed from the active payroll due to termination, non-occupational injury, layoff or prolonged absence.
3. An employee transferred after the effective date of this Agreement from a classification covered by this Agreement to a salaried occupation or to an hourly paid classification not represented by a bargaining agent for Company personnel, shall continue to accumulate job classification seniority in the job classification held immediately prior to placement outside the bargaining unit for sixty work days after such transfer and thereafter maintain, but not accrue, bargaining unit seniority under this Agreement. In the event of subsequent re-placement in the bargaining unit such accumulated and accrued seniority shall apply. An employee can only utilize this seniority protection provision once in a calendar year. For purposes of this section, accumulated and accrued seniority for the above-noted employees or individuals shall only be applicable on the basis of uninterrupted service at McCarran International Airport.
4. An employee placed back into the bargaining unit shall exercise job classification seniority rights as provided in paragraph 3 above in the following priority order:
 - a) Such employee shall displace the least senior of any less senior employees in the highest classification held prior to leaving the bargaining unit.
 - b) In the event such employee cannot displace in accordance with (a) above, the employee may displace the least senior of any less senior employees in formerly held job classifications in order of classification rank order from highest to lowest.

- c) In the event a vacancy exists in a job classification for which the employee is qualified, such employee may be allowed to fill such vacancy.
 - d) In (a) and (b) above, such employee shall assume the same shift hours and days off as the displaced employee.
5. The seniority list shall be corrected to December 1 of each year and posted on January 1 of each year. The list shall contain the employee's date of hire and the seniority date for each of the classifications the employee has. Employees shall have thirty days after posting to advise the Company of proposed corrections required thereon. Errors are to be given to the Company in writing and the error is to be amended on the current list and the final correction to be entered on subsequent lists. Disputes as to seniority listing may be processed under the grievance procedure. The Shop Steward and Union shall be given a copy of the current seniority list.
 6. On all absences of thirty calendar days or less, the employee shall continue to accumulate service time. On leaves of absence exceeding thirty calendar days, (except as provided in Article 11, Section A 2, service time shall not accumulate).
 7. The shift and days off assignment for Leads shall be established by the Company in accordance with the normal requirements of the work. Lead classification seniority shall apply in the selection of shift and days off. The bid for shift and days off shall be posted for five days prior to awarding the bid, in order to give an employee the opportunity to file a bid.
 8. In case of demotion due to reduction in force the employee demoted shall continue to accrue seniority in the Lead classification from which demoted if he was unable to exercise seniority in the Lead classification. In the event a Lead is reduced and is unable to exercise seniority in his Lead classification or if he should forfeit his Lead seniority, he shall return to the basic classification where he was serving as Lead.
 9. An employee who is promoted or reduced from any classification from which he was deemed qualified shall continue to accrue seniority in that classification.
 10. The number of employees in each classification shall be established by the Company in accordance with normal workload requirements. Employees will confine their work to their classification except when 1) work within their own classification is not available, higher classifications may be assigned to other lower classification work; and 2) during abnormal operating conditions higher classifications may be assigned to any work in lower pay classifications, for which they are qualified, to the extent necessary to maintain flight schedules, even when work within their regular assignment is available.

SECTION B - EMPLOYEES ENTERING THE ARMED FORCES

1. An employee who leaves the employment of the Company for the purpose of entering the Armed Forces of the United States shall be re-employed by the Company in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, and as such Act may be amended.
2. It is understood that no liability for violation of any provision of this Agreement shall be predicated on any act done or omitted in good faith under the aforesaid Acts or statutes if such action or omission was in accord with any then in effect regulation, order, ruling, court decision or administrative interpretation issued by an authorized person or agency or court of competent jurisdiction.

SECTION C - LOSS OF SENIORITY

1. An employee shall lose seniority upon the happening of any one of the following events:
2. A quit or resignation.
3. Discharge for just cause.
4. Failure to return to work within two days after the date of receipt of certified notice recalling the employee from layoff.
5. Failure to return to work at the end of an authorized leave of absence.
6. Remains on layoff status for two years.
7. A promotion or transfer to a position outside of the bargaining unit for more than 60 calendar days.

SECTION D - SAME DATE OF HIRE

If employees have the same date of hire, their seniority will be established alphabetically by the employee's last name. Midnight will constitute the beginning of the day.

ARTICLE XIII 12 – UNION STEWARDS, UNION OFFICIALS, POSTED NOTICES

SECTION A – STEWARDS

1. The Company recognizes the right of the Union to designate a shop steward and an alternate from the Company seniority list.
2. The steward and the alternate will represent the Union in attempting to resolve employee complaints and grievances through the first two steps of the grievance procedure with the station manager or designee.
3. In an effort to promote harmonious relations between the Company and the Union, the following procedures will be in effect:
 - a) The Company and the Union will devote whatever time is required in an attempt to amicably resolve disputes, complaints or grievances. The Parties will, however, make every effort to keep to a minimum the time spent in such endeavors.
 - b) It is recognized that Company operations are of utmost priority and, as such, a steward who must conduct Union business during working hours shall request of his immediate supervisor permission to leave his work assignment. The Company shall not unreasonably deny such a request and no such request shall be denied for other than bona fide operational requirements.
 - c) It is agreed that the steward has full time work to perform as assigned by the Company and that the contacts on Company time, which are provided for in this Section, will be no more frequent and no longer that the matter for discussion reasonably requires.

SECTION B -UNION OFFICIALS

1. Upon notification to the station manager or designated representative, the President-General Chairman or designated representative(s) shall be permitted access to Company property to discuss with the steward matters arising out of the application of this Agreement.
2. The Union shall be represented by the President-General Chairman or designee for discussions with representatives designated by the Company.
3. The Company and the Union will keep each other advised through written notice of any change in designated representatives.

SECTION C – COOPERATION

The Union and its members agree to report to the Company any acts of sabotage, theft, damage to or taking of any employee, Company, or customer property or work in process or materials, or any threat of sabotage, or intention to, or taking of such property, and the Union further agrees if any such acts occur to use its best efforts in assisting the Company, the customer or the airport to determine and apprehend the guilty party or parties.

SECTION D - BULLETIN BOARDS AND POSTED NOTICES

Space, near the employee time clock, shall be provided at one location (or more as mutually agreed) for a Union Bulletin Board for posting of the following Union notices:

1. Union recreational, social and welfare activities;
2. Union elections;
3. Union appointments and results of Union elections;
4. Union meetings;
5. Educational material relating to contract administration;
6. Excerpts from official Union publications.

SECTION E - SOLICITATION OF MEMBERSHIP

1. The Company will introduce the Senior Steward to each new hire or recall from layoff.
2. There shall be no solicitation of employees for union membership or collection of union dues, fines or assessments on Company property during work time of any employee. However, solicitation activities may occur during the employees' free time.

SECTION F - NEGOTIATING COMMITTEE

1. The Union negotiating committee (two employees of the Company) shall be compensated by the Company for all lost time accrued during the negotiations sessions.
2. The committee representing the Union for purposes of negotiating any modification or amendments proposed to this Agreement shall not exceed three in number of whom two shall be employees of the Company. The committee representing the Company for purposes of negotiating any modifications or amendments proposed to this Agreement shall not exceed three in number. By mutual agreement either party may bring to such

negotiation meeting a specialist regarding technical or special items being considered.

3. Except by mutual agreement all arbitration and contract negotiation meetings as provided for in this Agreement will be held in Las Vegas, Nevada.

ARTICLE 13 – LEAVES OF ABSENCE

SECTION A - LEAVES OF ABSENCE

When the requirements of the business permit, leaves of absence may be granted to employees so requesting in writing for a period not to exceed thirty days provided such leaves shall not interfere with Company operations. During such leaves of absence, employees will receive no pay or benefits, but they shall retain and accrue seniority.

Employees on such leaves of absence who engage in gainful employment shall thereby forfeit all rights under this Agreement and shall be terminated effective the date of commencement of the leave of absence.

SECTION B - JURY DUTY

1. When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, or to report for jury examination, the employee should be granted pay for those hours for which absent from work for such reason during the regular eight hour day or regular five day work week, less the fee or other compensation paid with respect to such jury duty. Pay for such work time lost shall in no event exceed, for any one employee, a total of ten regular eight hour work days in any one calendar year, less the fee or other compensation paid with respect to such jury duty. Pay for such work time lost shall be computed at the employee's regular base rate of pay at the time of such absences including any applicable lead bonus. In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's regularly assigned work week, for periods the employee is on vacation or leave or for hours in excess of the employee's regular eight hour day.
2. If an employee assigned to the swing shift or graveyard shift is absent from work on such shift on the calendar day such employee serves as a juror, such absence shall be deemed to be an absence from work in order to serve as a juror.
3. To receive pay for work time lost, an employee must promptly notify the station manager of any notice the employee receives to report for jury examination or jury duty and must provide the Company with a statement filed by an official of the court certifying the employee's

service as a juror or appearance in court for that purpose, the date or dates of attendance, and the compensation paid exclusive of transportation allowance.

SECTION C - WITNESS PAY

When an employee is absent from work in order to serve as a witness in a case in a court of law to which such employee is not a party either directly or as a member of a class and where such absence is in response to a legally valid subpoena, the employee shall be granted pay for those hours for which the employee is for such reason absent from work during the regular five day work week, less the fee or other compensation paid with respect to such service as a witness. Pay for absence due to service, as a witness shall be computed in the same manner as pay for absence due to jury duty as provided above. Pay for work time lost for jury duty or service as a witness as provided above shall together not exceed for any one employee a total of ten regular eight hour days in any one calendar year less the fee or other compensation paid with respect to such duty or service as a witness.

SECTION D - PROLONGED DISABILITY

An employee shall not be terminated by the Company because of a prolonged continuous illness or injury provided the period of disability is not longer than one year and, upon being pronounced physically and mentally sound by the Company, shall be reinstated to the same or substantially equivalent job if such job is available to the employee in accordance with seniority. Service time may be adjusted in accordance with Article XII, Section A (2). Any action under this Section shall be in accordance with the requirements of the Family and Medical Leave Act of 1993.

SECTION E – MILITARY LEAVE

1. An employee leaving active duty with the Company and entering the United States Armed Forces during the term of this Contract shall have his re-employment rights unimpaired in accordance with any applicable local, state or federal law.
2. Employees ordered to active duty for annual training with the National Guard or organized military reserve units, shall be granted an unpaid leave of absence not to exceed three (3) weeks each calendar year, provided the employee furnishes the Company a copy of his military orders at the time the leave of absence is requested. Such leave of absence shall be referred to as military leave.
3. Employees may use any accrued paid leave while on a military annual training leave of absence. The payment of accrued paid leave during a military annual training leave of absence does not establish eligibility for any other company benefit or Company contribution to benefits.

SECTION F - OTHER LEAVES OF ABSENCE

- 1 The Company will provide the following unpaid leaves of absence if required by applicable law: workers compensation leave, Family Medical Leave Act, maternity leave, leave as a reasonable accommodation where such leave is not an undue burden, or leave to vote.
2. Where laws dealing with various aspects of workers compensation, family care, and federal laws applicable to those who perform military service require that certain absences be treated as leaves of absence, provided the employee submits the appropriate documents, such absences will be treated as required by law. Except where the Company expressly waives any eligibility condition or limitation on such leaves, those leaves of absence will be governed by applicable law.

SECTION G - Bereavement Leave

In the event of a death in the immediate family (either parent, mother or father-in-law, grandparents, grandchildren, step-parent, spouse or domestic partner, brother, sister, son or daughter, step child residing with the employee) of an active employee, such employee shall be allowed up to three consecutive scheduled work days off, with pay equivalent to the employee's base rate of pay. In no event shall a total of more than six such days with pay be granted to an employee in any one-service year.

SECTION H UNPAID UNION LEAVE

Temporary leaves of absence without pay, not to exceed two (2) weeks may be approved by the Company on a case by case basis. In deciding whether to approve such temporary union leave of absence, the Company will consider, among other factors, the total number of employees who are requesting leave during the same period of time. When the number of employees requesting temporary union leave at any given time would impose a strain on the Company's operational needs, the Company will make the decision to approve leave in seniority order, and the decision to deny leave in reverse seniority order. The number of employees attending Union Negotiating Committee functions shall not exceed two (2) employees per week.

ARTICLE 14 – NO STRIKE, NO LOCKOUT

During the term of this Agreement, no strikes, work stoppages, slowdowns, or secondary boycotts in connection with disputes arising hereunder shall be caused, sanctioned, authorized, supported or approved by the Union, or by any member thereof, and no lockout shall be ordered by the Company in connection with such disputes. Furthermore, neither the Union nor any member thereof shall cause, sanction, authorize, support or approve any illegal picketing directed at the Company.

ARTICLE 15 – SAFETY AND HEALTH, UNIFORMS AND EQUIPMENT

SECTION A – SAFETY AND HEALTH

1. The Company shall continue to consider the personal safety of employees in establishing operational procedures. The Company shall provide a safe working environment for its employees, it being understood and agreed that the Company has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. 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.
2. When an employee is required by a supervisor to work under a condition or in a manner which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the grievance procedure.
3. The Union shall have the right to discuss with the Company conditions concerning possible physical risks to employees.
4. A permanent safety committee of two employees shall be designated by the Union and shall meet with the station manager at least monthly to discuss safe working conditions. Recommendations of this committee will be considered by management.
5. A First Aid Kit will be furnished by the Company for minor injuries incurred during working hours.

SECTION B – UNIFORMS AND EQUIPMENT

1. When the Company requires an employee to wear any particular type of uniform, such five (5) uniforms shall be furnished by the Company.
2. Suitable rain suits or coats and hats will be made available for employees to use in the performance of their work duties.
3. The Company will supply jackets and replace as necessary, but not more often than once every three years.
4. Employees covered by this Agreement are required to keep their Company- furnished clothing as clean as possible at all times.
5. Upon termination of employment the employee will return all Company-supplied uniforms, equipment, identification, keys, etc.

6. The Company shall furnish all special tools, heavy-duty equipment, flashlights, batteries and bulbs to employees who are required to use them to perform their work.
7. The Company will continue to provide Personal Protective Equipment (PPE) as supplied as of February 1, 2014, or as may be required by law for the employees in the safe performance of their duties.
8. The Company will reimburse each employee who has completed one (1) year of continuous service up to \$100.00 annually for the purchase of approved safety shoes upon submission of a copy of the original receipt and the supervisor visually inspecting the boots. In lieu of a boot allowance, the Company has the right to implement a safety boot program whereby the Company will provide each eligible employee with one pair of high quality work boots per year, at no cost to the employee. However, if after 12 months from ratification, the Union has objections to the quality of the boot program, the Parties will meet and confer, and the parties may agree to discontinue the boot program and revert to the boot allowance described above.

ARTICLE 16 – LAYOFF, RECALL, PROMOTION AND SHIFT BIDDING

For purposes of this Article 16, job classification seniority shall prevail, where specified, over Company seniority and shall be determined by an employee's length of service with the Company in a job classification specified in Article VI of this Agreement. No employee shall accumulate job classification seniority in more than one classification at a time except in instances where an employee may have been involuntarily reduced in classification by a reduction in work force. Leads shall accumulate job classification seniority in their assigned job classification (i.e., Fueller, Fueller Technician, etc.). Upon the effective date of this Agreement, adjustments to job classification seniority shall be made to breaks in service time in accordance with Article 11, Section A 2.

SECTION A - LAYOFF

1. Employees who have acquired seniority in accordance with Article 11, Section A shall be scheduled for layoff within the affected classification in order of job classification seniority.
2. An employee scheduled for layoff may displace or fill a lower rated job classification for which qualified, in the following priority order:
 - a) On the basis of job classification seniority such employee may displace the least senior of any less senior employees in the next highest classification held prior to placement in their affected classification.

- b) In the event such employee cannot displace in accordance with (a) above on the basis of job classification seniority, such employee may displace the least senior of any less senior employees in formerly held job classifications in order of classification rank order from highest to lowest.
- c) In the event a vacancy exists in a job classification for which the employee is qualified, such employee may be allowed to fill such vacancy.
- d) Should the employee not be able to displace or fill a vacancy in accordance with the above provisions, such employee shall be laid off.
- e) In (a) and (b) above, the displacing employee shall assume the same shift hours and days off as the displaced employee.

SECTION B - LAYOFF NOTICE AND PAY

1. When it becomes necessary to reduce the working force, seniority in accordance with Article XII will govern, and it is agreed that the Company will give, by Certified Mail, five calendar days advance notice or pay in lieu thereof to affected employees, provided however:
2. The Company shall not be responsible for payment in lieu of such notice where the reduction in force is the result of a work stoppage or interference with operations connected with a labor dispute; and
3. In any case where less than five calendar days notice is given, the Company shall be responsible for payment in lieu of notice only to the extent of the difference between the notice given and five days; and
4. In any case where an employee is laid off with less than five calendar days' notice by Certified Mail and is thereafter recalled by Certified Mail before he has been on layoff for five calendar days, the Company shall be responsible for payment in lieu of notice only to the extent of the number of days the employee was on layoff prior to his recall.

SECTION C - RECALL

1. In filling available openings in a job classification, employees on the recall list for that job classification shall be given preference and shall be recalled in order of seniority.
2. If a laid off employee fails to report for an interview for work within two work days following the date on which the notice of recall, sent by the Company through certified mail to the employee's last address filed with the Company's human resource department, shall have been delivered (or

delivery was unsuccessful). If the employee does not report within two days (or such other later date as the Company may designate), the employee shall not be entitled to the job but shall be entitled to reinstatement to the recall list and to be considered for the next vacancy for which he is eligible, provided, within five work days following receipt of the Company's notification, such employee provides the Company an acceptable, reasonable excuse for failure to report for such interview. Failure on the part of the employee to keep the human resources department advised of his current address shall relieve the Company of any responsibility for notification under this Agreement.

3. Notification to the Company of a change of address should be sent to Swissport Fueling of Nevada, Inc., McCarran International Airport, P.O. Box 11065, Tank Farm, Las Vegas, Nevada 89111-1065.
4. For purposes of this section, the recall list of any job classification shall be all employees laid off in such job classification who have not lost their seniority through the application of any provisions of Article 11, Section C, and shall include all active employees who accepted placement in a lower rated job classification through the application of Article 16, Section A 5.

SECTION D - JOB VACANCY BIDDING

1. A job vacancy shall be any opening in a job classification specified in Article 6, Section A of this Agreement which cannot be filled through the application of seniority provisions of this Agreement providing for the restoration of forces.

Should a vacancy occur on any seniority list, the vacancy shall first be offered to qualified employees on other seniority lists.

2. Such job vacancies will be posted by the Company and will be open for bid by employees for three days. The vacancy will be filled by the most senior qualified employee within ten calendar days after the close of the bidding. The name of the successful bidder will be posted by the Company.
3. The selection of Working Leads ("Leads") is at the discretion of the General Manager.
4. The number of Leads in each classification will be established by the Company in accordance with the normal requirements of the work. An employee who desires to apply for the vacancy in the Lead classification may submit an application. The Lead opening shall be posted for applications and the closing date for the applications will be seven calendar days from date of posting.

5. An employee who voluntarily bids downgrade to a lower rated job classification to fill a job vacancy shall not be permitted to bid for promotion to an opening in a higher rated job classification from which he downgraded for a period of ninety work days from the date of such downgrade. Such employee shall assume the shift hours and days off of the bid shift and shall not exercise seniority rights to another shift until the next general shift bid. Such employee shall lose job classification seniority to all higher ranked classifications upon the effective date of placement in the lower ranked classification.

SECTION E - SHIFT, DAYS OFF OR VACATION PREFERENCE

1. For purposes of this section, a shift opening shall be defined as an opening within a specific shift such as day shift, swing shift or graveyard shift, regardless of assigned days off.
2. For purposes of bidding for work shifts, days off or vacation preference, length of service in a given job classification shall rule. Such shift opening will be posted by the Company and will be open for bid by employees within the job classification for three days. The name of the successful bidder will be posted and such employee will be placed on the desired shift within seven calendar days.
3. The junior person under this section shall be determined by the employee's length of service with the Company in the job classification in which the shift opening occurs.
4. In the event an employee is absent, on vacation or jury duty and notifies the Company in writing of his desire to bid for a specific shift opening within such employee's job classification, the Company shall consider such request in accordance with the employee's job classification seniority. Should a shift opening occur during such absence, and such absent employee has the most job classification seniority, the shift opening will be held until the employee returns to work. In no event will such hold period exceed seven calendar days.
5. Subject to operational requirements of the Company's customers and/or airport operations, the Company will provide for a general shift bid for employees by classification. All jobs will be bid a minimum of twice each year.
6. Work schedule permitting, the senior steward will be assigned to day shift with Saturday and Sunday as scheduled days off.

SECTION F - RELIEF ASSIGNMENTS

It is recognized by the Company and the Union that relief assignments benefit employees in the training and learning experience acquired through such relief assignments. In an effort to promote this philosophy, the following procedures apply:

1. The Company, after seeking qualified volunteers, may designate an employee as a Lead or assign an employee to a higher rated job classification to replace another employee or individual absent for any reason.
2. An employee replacing another employee shall be paid either at his current rate of pay or the minimum of the higher rated job, whichever is greater.
3. Upon the completion of the relief assignment, the employee shall return to the classification and shift held immediately prior to the relief assignment or, if during the interim of the relief assignment a shift bid occurred in the employee's regularly assigned classification, the employee will return to the shift bid awarded in accordance with shift bid procedures in Section E of this Article.
4. An employee on a relief assignment shall continue to accumulate job classification seniority in his basic assigned classification only and not in the relief assignment classification.

ARTICLE 17 – SEPARABILITY AND SAVINGS CLAUSE

- A. If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as 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 Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint as permitted by law.

ARTICLE 18 – NON-DISCRIMINATION

- A. The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, sex, national origin, and handicap or veteran's status.
- B. Consistent with the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, regulations thereunder and applicable State laws pertaining to handicapped employees, there will be reasonable accommodation for employees and applicants with physical and mental limitations, and the parties agree to cooperate to that end.
- C. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his membership or non-membership in the Union or because of any employee's lawful activity in support of the Union.

ARTICLE 19 – GENERAL AND MISCELLANEOUS PROVISIONS

SECTION A - EXAMINATIONS

- 1. Employees who have successfully completed their probationary period or trial period in any classification will be eligible to apply for any examinations that are required by the Company for qualification for bidding purposes.
- 2. Employees must have a qualification sheet on file prior to submitting an application for examination.
- 3. Application forms for the examination shall be furnished by the Company.
- 4. Upon receipt of the employee's application, the Company will review the employee's qualification record on file, work experience and the applicable performance standards. Employees who meet the basic requirements will be scheduled for the examination.
- 5. The Company will notify the employee in writing when it is determined that the employee does not meet the basic requirements for the applicable examination. The employee may request a review of his qualifications.
- 6. Examinations will be given during an employee's regular working hours without loss of pay. When it is impractical to schedule an examination during an employee's regular working hours, such examination may be scheduled during an employee's own time, convenient and agreeable to the employee, and the employee given compensating time off.

7. Failure to appear for examination at the designated time and place will invalidate the application unless satisfactory reason is given for not appearing as scheduled.
8. Results of the examination shall be open to inspection by the employee, the local Union steward or a representative designated by District Lodge 142. A record of the employees who have successfully completed an examination shall be maintained by the Company.
9. All examinations will be completed not more than thirty days after an employee's application is received by the Company.
10. Within seven days after completing the examination an employee will be notified in writing of the results (including a statement identifying the areas of deficiency for those failing the examination).
11. Employees who fail to pass the examination will not be permitted to take the same examination within thirty days from the date of examination.
12. Employees having successfully completed the applicable examination will be considered as qualified in connection with bids.

SECTION B - TRAINING

Training shall be provided as equally as possible among all employees at the location where training is required to help an employee to gain proficiency in his work or as new aircraft or equipment are introduced into the system.

Employees assigned as "Trainers" will perform all formal and On the Job Training (OJT) to employees covered by this agreement in accordance with established procedures and quality controls as required under the guidance, direction and instruction of supervisors. All such training will be verified and approved by a member of Management. Employees assigned training duties will be compensated as per Article 6, Section A of the agreement.

SECTION C - PARKING

The Company will continue its present practice of providing parking for employees subject to the Company's agreement with Clark County.

SECTION D - COPIES OF LABOR AGREEMENT

The Company shall furnish to any employee so requesting a copy of the Collective Bargaining Agreement. The Union steward shall also be furnished a reasonable number of copies.

ARTICLE 20 – HOURLY JOB DESCRIPTIONS

LEAD

A. OCCUPATIONAL SUMMARY

Transmits supervisor's orders, work assignments and work instructions to a group engaged in fuel system operation and maintenance, aircraft servicing and related functions. Required to possess a thorough familiarity with work functions and the ability to properly transmit information and instructions to others.

B. WORK REQUIREMENTS

1. Assigns work, ensures proper utilization of personnel and equipment, imparts current or new occupational knowledge to workers and performs work similar to that assigned to the group being led, for a major portion of time
2. The making and revising of individual assignments to the work force shall be accomplished by a Lead. If the Lead is unavailable in point of time adequately to handle a situation, the making or revising of an individual work assignment may be accomplished by management. The supervision of the work force is ultimately the responsibility of management.
3. Employees delegated the responsibilities described above shall not pass upon wages, employment, discipline or discharge of other employees.
4. A valid driver's license and, as required, airport facility driver's license and/or permit.
5. Must safely lift from 35 to over 100 pounds repetitively on a daily basis as an essential function of the job.

FUELER

A. OCCUPATIONAL SUMMARY

Under the guidance, direction and instruction of supervisors, leads and other experienced personnel, will receive, store, transfer and dispense petroleum products in accordance with established procedures and quality controls and perform daily inspections and minor maintenance on facilities and equipment as required.

B. WORK REQUIREMENTS

1. Receives, stores, transfers and dispenses petroleum products at all storage facilities in accordance with established procedures and quality controls.
2. As directed by supervisors, provides instruction, guidance and assistance to employees in lower-rated classifications.
3. As required, transmits supervisory orders, work assignments and work instructions to other employees.
4. Performs fueling operations on assigned aircraft and ground equipment in accordance with established procedures, methods and operating policies following established quality control and safety guidelines.
5. Procures daily, weekly and monthly petroleum product inventories as required. Prepares and processes required documentation related to the work performed.
6. Possess a valid drivers license and, as required, airport facility drivers license and/or permit.
7. Must safely lift from 35 to over 100 pounds repetitively on a daily basis.
8. Performs work of lower rated classifications (for which they are qualified for) as required without loss of pay.

VEHICLE MECHANIC

A. OCCUPATIONAL SUMMARY

Responsible for the maintenance, repair and modification of storage facility equipment and mobile equipment such as, but not limited to, hydrant servicers, pick-up trucks, fuel trucks, etc.

B. WORK REQUIREMENTS

1. Periodically cleans and inspects equipment and performs the repair and maintenance work necessary to prevent functional breakdowns. Determines method and sequence of operation, dismantles equipment, diagnoses trouble, repairs, mechanically services, reassembles, installs, tests and calibrates where applicable, such equipment as engines, brakes, transmissions, differentials, electrical systems, meters, filters, hoses, air tanks, gauges, chassis, etc.
2. May work on hydrants, loading racks, fuel storage and calibration station

facilities as they relate to the function of the above-mentioned equipment. Performs necessary duties required in accordance with good housekeeping, safety practices, and necessary records of the above operations as required. May be required to do minor body work and paint.

3. Demonstrates appropriate mechanical aptitude, proficiency and related experience and educational background in auto and truck mechanics.
4. Possesses and utilizes small hand tools, specialized small equipment items and toolboxes required in the performance of job duties.
5. Possesses a valid drivers license and, as required, an airport facility drivers license and/or permit.
6. Must safely lift from 35 to over 100 pounds repetitively on a daily basis.
7. Performs work of lower rated classifications (for which they are qualified for) as required without loss of pay.

LABORATORY TECH OPERATOR

A. OCCUPATIONAL SUMMARY

Responsible for fuel quality testing per ATA 103, ASTM and any other testing required by the airline consortium while following all safety and quality assurance measures to ensure accurate and reliable results. Comply with all environmental guidelines and record, report and store laboratory data appropriately and maintain accurate files.

B. WORK REQUIREMENTS

1. Coordinate with Operations on fuel testing priorities, maintain sample logs and chain of custody, order and maintain lab supplies, perform periodic equipment maintenance and quality checks, perform fuel testing according to ASTM, ATA and other testing standards, maintain all records and files, report all certificate of analysis pass or fail to management.
2. Maintain sample retain log and dispose of samples appropriately, receive refresher training on safety, test procedures and quality assurance procedures.
3. Establish product schedule program, perform fuel receipt testing and sampling and maintain a clean work environment.
4. Perform work of lower rated classifications (for which they are qualified for) as required without loss of pay.

5. Must safely lift from 35 to over 100 pounds respectively on a daily basis.
6. Possess a valid drivers license and, as required, an airport facility drivers license or permit.

PIPELINE SYSTEMS OPERATOR

A. OCCUPATIONAL SUMMARY

Responsible for the maintenance, repair, modification and operation of tank farms, hydrant systems and storage facility equipment.

B. WORK REQUIREMENTS

1. Performs periodic and scheduled inspection of equipment to determine and/or perform the repair and maintenance work necessary to prevent functional breakdowns. Determines methods and sequences of operations, dismantles, diagnoses trouble, repairs, mechanically services, reassembles, installs, tests and calibrates where applicable such equipment as electrical systems, meters, filters, hoses, air tanks, gauges, valves, pumps, motors and related functions.
2. Works on hydrants, loading racks, fuel storage and calibration station facilities in accordance with good housekeeping, safety practices, quality control and necessary records of the above operations, as required.
3. Possesses a valid drivers license and, as required, an airport facility drivers license or permit.
4. Must safely lift from 35 to over 100 pounds repetitively on a daily basis.
5. Performs work of lower rated classifications (for which they are qualified for) as required without loss of pay.

ARTICLE 21 – PART TIME WORK

SECTION A - PROVISIONS FOR PART TIME WORK

1. Notwithstanding any other section or language contained herein the Company may, at its option, employ part time employees in all classifications covered by this Agreement.
2. No full time employee shall be laid off or displaced because a part time employee is hired or retained.
3. The number of part time employee hours worked within a classification covered by this Agreement shall not exceed thirty-five (35%) percent of the total hours worked within that classification on an annualized basis. Each January the Company will provide the Union designated General Chairperson the part time hours and total hours worked in each classification for the previous year. The Company agrees to notify the union if we anticipate that the part time hours need will exceed 35% due to operational necessity, the Parties agree to meet and confer.

SECTION B - HOURS OF WORK

1. Employees classified as part time shall be scheduled a minimum of four consecutive hours in a day.
2. Employees classified, as part time will not be scheduled to work more than thirty-two hours in a workweek and shall be paid the applicable overtime rate for any time worked in excess of eight hours in a day.

SECTION C - VACATIONS

1. Part time employees shall bid pro-rated vacations by classification seniority along with other part time employees of that classification. Pro-Rated vacation time is determined by the number of non-overtime hours worked in the previous anniversary year as a percent of 2080 hours per year.
2. Part time employees shall be the same as full time employees to the extent that they shall be relieved from duty for the vacation period from a part time work schedule as opposed to the full time work schedule.
3. The provisions of this section will not apply to Part-Time employees hired after 8/23/2014.

SECTION D - HOLIDAYS

1. For all hours worked on a paid holiday, as listed below, part time employees will be paid at an additional straight time rate for all hours worked.
2. New Year's Day Labor Day
MLK Day Thanksgiving Day
Memorial Day Christmas Day
Independence Day

SECTION E - BIDDING FOR SHIFTS AND DAYS OFF

Part time employees shall bid shifts and days off by classification separate from full time employees of the same classification.

SECTION F - PROMOTION

After completion of the probationary period a part time employee may bid for a full time vacancy in his classification, except when there is a full time employee laid off in the same classification and eligible for recall.

SECTION G - SENIORITY

When part time employees bid and are awarded full time positions they will be credited with a pro rata hours percentage of their classification seniority accrued while working as a part time employee.

SECTION H - LAYOFF

Part time employees will be laid off before any full-time employee in that same classification is affected by such layoff.

ARTICLE 22 – RETIREMENT SAVINGS PLAN

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

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

ARTICLE 23 - DURATION

~~Except as is specifically provided herein, this Agreement shall become effective on February 1, 2017 and shall remain in effect until midnight on January 31, 2020, unless voluntarily modified or amended by mutual written consent of both parties. This agreement shall automatically renew itself for a six (6) month period thereafter unless written notice of desire to terminate the Agreement is given by either party at least sixty (60) calendar days prior to the recurring six (6) month expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to extend this Agreement for a specified length of time beyond the expiration. Said modifications or amendments to the Agreement may only be made by the approval and written mutual consent of the Union's Business Representative and the Company's Designated Representative subject to the bargaining authority granted to them by their respective parties. Such modifications are strictly voluntary in nature and neither party shall be obligated to modify any portion or portions of this Agreement against its wishes. The parties hereto recognize that the Company's rights with respect to McCarran International Airport, Las Vegas, are governed by the terms of an agreement by and between the Company and Clark County, Nevada Department of Aviation (Airport Authority). Should such agreement terminate and not be renewed, this Agreement shall forthwith terminate and no further rights and duties shall thereafter accrue to the parties hereunder.~~

~~IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____.~~

~~For the Company: _____ For the Union:
Swissport Fueling of Nevada, Inc. _____ International Association of _____
_____ Machinists and Aerospace Workers~~

~~By: _____ By: _____
Mark Norris _____ John Werkmeister,
Senior Vice President, _____ Grand Lodge Representative,
Swissport Fueling of Nevada, Inc.. _____ IAMAW~~

~~By: _____ By: _____
George Mencarelli _____ Randy Griffith
Director of Fuel Farms _____ General Chairman, IAM DL 142
Swissport Fueling of Nevada, Inc. _____~~

~~By: _____
Blake Martin _____ Johnny Wilson
Senior Counsel & Dir. Labor Relations _____ Shop Steward, IAM
Swissport USA _____~~

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For the Company:
Swissport Fueling of Nevada, Inc.

For the Union:
International Association of
Machinists and Aerospace Workers

By: _____
Otis Williams
Vice President Fueling, Swissport

By: _____
Bill Wise
General Chairman, IAM DL 142

By: _____
Buck Moffett
Sr. Director, Associate and Labor
Relations, Swissport

By: _____
Mike Cicconi
General Chair, IAM DL 142

By: _____
Johnny Wilson, Shop Steward, IAM

By: _____
Daron Bates, Shop Steward, IAM