

SWISSPORT – PHX

Collective Bargaining Agreement by and between

Swissport Fueling – PHX

and the

International Association of Machinists

And Aerospace Workers



March 25, 2020³ – March 24, 2023⁶

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Article 1. RECOGNITION

A CERTIFICATION AND UNION RECOGNITION

- 1 In accordance with the Certification of Representative in case no. 28-RC-162178, dated November 20, 2015, and issued by the National Labor Relations Board, Swissport Fueling, Inc. (the “Company”) hereby recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, (the “Union”) as the authorized representative of the Fuelers and Lead Fuelers employed by the Company at its fuel facility located at Phoenix Sky Harbor International Airport (PHX), to represent them, and on their behalf, negotiate and conclude agreements with the Company as to hours of work, wages, and other terms and conditions of employment.
- 2 The Company recognizes the Bargaining Unit as consisting of all full-time and part-time Fuelers and working Leads employed by the Company at its fuel facility located at PHX. The Bargaining Unit shall not include any classification at the fuel tank farm, any office clerical employees, professional employees, managerial employees, supervisors, guards, IT techs, or other employees of the Company.
- 3 The Company recognizes that bargaining unit work shall consist of the work involved in servicing aircraft and ground equipment with fuel, fuel additives, and operating fueling equipment, and monitoring, testing and certifying fuel as required, except excluding all M&O responsibilities, and as directed signing appropriate Company records and forms as required in the performance of these duties.
- 4 The term “employee” and “Employee” shall mean all members of the bargaining unit.
- 5 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 Phoenix, Arizona or portion thereof is acquired by another Company. The parties hereto recognize that the Company’s rights with respect to Phoenix Sky Harbor International Airport are governed by the terms of an agreement by and between the Company and Maricopa County/City of Phoenix. 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.

Article 2. MANAGEMENT RIGHTS

A MANAGEMENT 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 3. DUES CHECKOFF

- A During the existence of this Agreement, and upon receipt of a signed authorization of the employee involved, on the Union's form, the Company shall deduct from the employee's paycheck the membership dues, initiation fees and reinstatement fees payable by him to the Union during the period provided for in the authorization and shall continue to make deductions until such authorization is duly revoked by the employee.
- B An employee's individual and voluntary authorization for union dues and fees deduction shall be irrevocable for one (1) year from the date of the authorization or until the termination of this Agreement, whichever occurs first. An employee may revoke his authorization to deduct union dues and fees by providing the Company and the Union with written notice.
- C The amounts so collected by the Company will be paid over to the Union in one remittance per month. Deductions shall be remitted to IAMAW Attention accounting department District Lodge 142, 9000 Machinist Place, Upper Marlboro, Md. 20772. Upon written request, the Company shall furnish to the Union Designee, a list showing those employees, both union members and non-members within the bargaining unit, for whom deductions have been made and the amount thereof.
- D Deductions from money due the employee pursuant to this Article shall be made from the net earnings every pay period provided the Company has received such authorization from the Employee by the fifteenth (15th) day of the preceding month in which such deductions are made. 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.
- E The Company's obligation to make such deductions shall terminate when the employee's employment terminates, or upon receipt of a written notice to revoke the authorization.
- F The Company will introduce the designated Shop Steward(s) to each new hire or recall from layoff and give the Steward 30 minutes to discuss Union matters.
- G The Union shall defend, indemnify and hold harmless the Company from any claims of liability arising out of the deductions provided for herein.

Article 4. NO STRIKES AND NO LOCKOUTS

- A The Union, its officers, agents, representatives, stewards, committeemen and members, and bargaining unit employees shall not , in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, boycotts, work stoppage, sick out, picket or any other interference with or interruption of work at any of the Company's operations, whether or not it (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 8 Grievance and Arbitration of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Company and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Company and the Union at the time this Agreement was negotiated or executed.
- B The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work.
- C If a violation of this Article occurs, the Company shall advise the Union of such violation and the Union shall advise the employees that they are engaged in unauthorized activities and will instruct the employees in a written directive to return to work immediately and that any employee who does not return to work will be subject to disciplinary action up to and including termination.
- D The Company agrees not to lockout its employees during the term of this Agreement.

Article 5. SENIORITY

A SENIORITY

- 1 Company seniority under this Agreement means the length of continuous service with the Company performing fueling work for Swissport.
- 2 Classification seniority under this Agreement shall accrue from the time the employee enters the job classification into which he is assigned provided that he successfully completes the probationary period, until the date he voluntarily or involuntarily leaves the classification.
- 3 When two (2) or more employees have identical Company or Classification seniority dates, rank will be determined by the last four digits of their social security numbers, the lower number being the most senior.
- 4 Probationary employees shall not accrue Company or Classification seniority and shall not be entitled to seniority.

B SENIORITY PREFERENCE

- 1 Company seniority shall govern all employees covered by this Agreement in bidding vacancies of new jobs provided that in each case the employee meets the qualifications for the job.
- 2 Classification seniority shall govern all employees covered by this Agreement in preference of layoffs, re-employment after layoff, and for preference of shifts provided that in each case the employee meets the qualifications for the job.
- 3 Seniority shall not be considered for promotions to supervisory positions or positions not covered by this Agreement.
- 4 Company seniority shall govern the award and selection of vacation days.

C SENIORITY CREDIT

- 1 On the effective date of this Agreement, all employees who have satisfied their probationary period shall be credited with the years of Company and Classification seniority which he or she held immediately prior to the Agreement's effective date.
- 2 Upon satisfaction of the probationary period, the employee's Company and Classification seniority will date from the first day of the probationary period.
- 3 When a part-time employee bids for a full-time position, his full-time seniority will be credited as 50% of his part-time seniority.

D SENIORITY OF UNION REPRESENTATIVES

- 1 When hearings or meetings require the presence of the Chief Shop Steward (and another Shop Steward's presence is not a sufficient substitute) the Company will schedule those hearings or meetings at a date and time that is mutually agreeable to the Parties. The Union and the Chief Shop Steward shall not refuse to meet at a reasonable time of day, nor unreasonably delay the scheduling of meetings. When

the needs of the operation require an immediate meeting, the Chief Shop Steward shall be required to make arrangements to participate (either by phone or in-person) or send another Shop Steward to participate.

E PROBATIONARY EMPLOYEES

- 1 All employees shall be considered probationary employees until he or she has completed the greater of ninety (90) calendar days of active service or sixty (60) workdays with the Company. All employees who, as of the effective date of this Agreement, have completed their probationary period shall be credited as having satisfied the probationary period. All employees hired after the effective date of this Agreement, or an employee rehired after termination of seniority, shall be probationary employees until completing the greater of ninety (90) calendar days of active service or sixty (60) workdays with the Company.
- 2 Probationary employees may be disciplined or discharged at the sole discretion of the Company. The probationary employee and any representative of the probationary employee, including the Union, shall have no rights whatsoever to challenge, in the grievance or arbitration procedures, the probationary employee's discipline or discharge.
- 3 Once an employee has completed the probationary period, he shall be added to the appropriate seniority lists and will not be disciplined or discharged without just cause.
- 4 All employees permanently transferred to a new classification shall be subject to a trial period of ninety (90) calendar days from the date of entering the classification. During this trial period, the Company will determine whether the employee can meet the qualifications and performance demands of the job. If the employee does not meet these requirements, the Company will return the employee to his prior classification without recourse to the Grievance and Arbitration Procedure. However, if the employee's performance or conduct during the trial period would otherwise be just cause for discipline, the Company may issue discipline in lieu of, or in addition to, returning the employee to his prior classification. This provision shall not prevent the Company from disciplining the employee for just cause during the trial period.

F LOSS OF SENIORITY

- 1 An employee shall lose his seniority and his name shall be removed from the seniority list and his employment with the Company terminated under any one of the following conditions:
 - a The employee quits or resigns.
 - b The employee is discharged for just cause.
 - c The employee is absent from work for three (3) consecutive workdays without properly notifying the Company of the reason for his absence and obtaining permission from the Company.

- d Unauthorized absence after the time limit of an authorized vacation.
- e Failure to return to work at the end of an authorized leave of absence.
- f Layoff without recall to work within twelve (12) months from date of such layoff.
- g Failure to report to work in accordance with recall procedures.
- h Transfer to non-bargaining unit work for more than sixty (60) working days.
- i An employee transferred after the effective date of this Agreement from the bargaining unit to a management position shall forfeit his seniority.

G SENIORITY LISTS

- 1 The Company will supply the Union with and post in each work area a seniority list of employees covered by this Agreement semi-annually.
- 2 Any employee may contest the accuracy of their seniority status, in writing, and if an error is established, a correction will be made. After thirty (30) days from the date that the Company provides the Union with the seniority lists, the seniority status of all employees shown on the list will be incontestable until the next seniority list is posted.

Article 6. LAYOFF AND RECALL, PROMOTION AND SHIFT BIDDING

A LAYOFF NOTICE

- 1 Reductions in force shall be in reverse seniority order by classification.
- 2 Employees whom the Company intends to layoff will be given one (1) week advance notice, except in cases of emergency, strikes, acts of God or any other cause beyond the Company's reasonable control. The advance notice provision shall not apply to probationary employees.

B LAYOFF

- 1 Employees may volunteer for layoff. If an employee elects to volunteer for a layoff out of seniority such employee shall maintain his recall rights.
- 2 Layoffs shall apply to Full time employees only after all Part Time employees have been reduced.
- 3 Laid off employees shall have recall rights for a period of twelve (12) months from their last day worked.

C RECALL

- 1 Employees on the recall list for that job classification shall be given preference and shall be recalled in order of seniority.
- 2 The Company will notify eligible employees of their opportunity for recall by telephone and mailing certified mail a notice of such recall to the employee's address which appears on the payroll records of the Company. The Union shall also be notified by reasonable means. At all times during the period in which the employee may be eligible for recall, it is the responsibility of the employee to notify the Company in writing of any changes to his address and contact information and their availability for recall.
- 3 Notification of a change to a laid off employees contact information will be sent to; Swissport Fueling Inc., 4200 E. Air Lane Dr., Phoenix, AZ 85034.
- 4 If an employee fails to inform the Company of his intent to accept the recall opportunity within five days (5) days after the Company has given the notice provided herein, the employee shall be deemed to have waived his recall right and the Company shall be under no obligation to recall such employee.
- 5 Before being recalled or after being out of work for any reason for a period of thirty (30) calendar days or longer, an employee may be required take physical examinations including substance and alcohol use testing and any other tests as required by the Company to determine whether he is physically and mentally fit for duty.
- 6 Part-time employees shall not have recall or re-employment rights.

Article 7. SAFETY AND HEALTH, UNIFORMS AND EQUIPMENT

A Safety and Productivity

- 1 Safety is the Company's most important priority and accordingly the responsibility of both management and of every employee. In furtherance of this priority, both the Company and each employee shall strive to maintain safe and healthful conditions to protect all employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.
- 2 The Company, Union and employees shall work together and cooperate in maintaining workplace safety. The Union and employees recognize their duty and responsibility to assist in maintaining safe, sanitary and healthful conditions.
- 3 Employees shall obey all of the Company safety rules and operational procedures. The Company will provide or make available a written copy of all the Company safety rules and operational procedures.
- 4 The Company, Union, and the employees agree to comply with all state and federal laws regulations and rules, including the Occupational Safety and Health Act of 1970.
- 5 Employees are expected to report unsafe areas, conditions, equipment, and tools to their immediate supervisor. An employee with a concern about or knowledge of a potential safety problem in any facet of the Company's operation should immediately alert his supervisor for investigation and/or corrective action.
- 6 Each employee has the responsibility to work in a safe manner and remove or eliminate hazardous conditions or equipment or unsafe acts within that employee's control.
- 7 All employees will be treated with dignity and respect during the investigation of safety concerns. No employee will be disciplined for calling to the attention of the Company any actual or potential safety concern.
- 8 Employees shall wear all required safety devices.
- 9 Employees shall immediately report to management any accident or injury, major or minor, which may occur. If so directed, the employee will report immediately to designated medical personnel.
- 10 The Company has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.
- 11 The Company shall remove from the workplace any employee that it reasonably believes presents a safety risk to its employees or customers. As soon as possible after the removal of an employee the Company will notify a Union representative of the circumstances leading to such removal.

B SAFETY COMMITTEE

- 1 The Union shall have the right to discuss with the Company conditions concerning safety and possible physical risks to employees.

- 2 A permanent safety committee of one (1) employee from each work location shall be designated by the Union and shall meet with the General Manager, or his designee, at least monthly to discuss safe working conditions. Recommendations of this committee will be considered by management and an explanation of the decision made by the Company will be provided after a reasonable period of time in which the Company may investigate the concerns.
- 3 A First Aid Kit, including eye flushing solution, will be furnished by the Company in or near each break room.
- 4 The Company will provide a climate-controlled area in which the employees may take their breaks. Additionally, during the summer months the Company will provide in an “Igloo” type drink cooler “Gatorade” like drink mix for the purposes of hydration in the work areas.

C UNIFORMS AND EQUIPMENT

- 1 Full-time employees shall be provided with uniforms consisting of five (5) pairs of pants and five (5) shirts, and one (1) jacket.
- 2 Employees covered by this Agreement are required to keep their Company-furnished clothing as clean as possible at all times.
- 3 Shop Stewards covered by this agreement will be allowed to wear a union hat and/or pin/ badge on the Company Uniform.
- 4 The Company will supply each employee a locker in which to secure Company issued equipment and personal effects.
- 5 The Company will supply jackets and replace as necessary. The Company shall provide a replacement for jackets when damaged. The Company will supply disposable ponchos for use by employees when substantial rain is anticipated.
- 6 The Company shall furnish all special tools including calculators when the Company requires the employee to use the special tools in the performance of their regular duties.
- 7 The Company will provide employees with all items which it deems to be personal protective equipment (“PPE”) except for work/safety boots. At a minimum this PPE will include gloves, hearing protection, and safety eyewear for each employee.
- 8 The Company will issue each employee who has completed ninety (90) days of continuous service one (1) pair of safety boots or shoes annually as provided for by the Company boot program. If an associate has a medical need for boots that are not available in the company boot program, the company will reimburse the associate for the cost of the boots not to exceed the cost of the most expensive pair of boots available through the company boot program.
9. The Company recognizes that from time-to-time OSHA and other regulatory bodies may update their requirements for uniforms or PPE as applicable to members of this bargaining unit. Should any law, ordinance, or regulation be updated that impacts the uniforms or PPE required, the Company will comply with the new law, ordinance, or regulation.

Article 8. GRIEVANCE AND ARBITRATION PROCEDURE

A GRIEVANCE PROCEDURE.

1. 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 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 workdays 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 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 Two: 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. If the decision at step 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 B of this Article.

B ARBITRATION PROCEDURE

1. Any grievance which has not been settled pursuant to section A 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 8, Section A 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.

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.

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 workdays 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 A 4 of the Grievance Procedure.

Article 9. LEAVES OF ABSENCE

A LEAVES OF ABSENCE GENERALLY

- 1 When the requirements of service permit, any eligible and qualified employee who has completed the probationary period and upon proper written application and approval of the Company will be granted an unpaid leave of absence in writing. Unless required by law, no leave of absence shall be granted for any absence in excess of thirty (30) calendar days except leave for bona fide union employment. Unpaid leaves of absence made available by the Company to employees include the following kinds of leave: personal medical leave, military leave, Family Medical Leave Act, maternity, reasonable accommodation, workers compensation, short-term union leave, and union employment. All leaves of absence shall be without pay and without the Company contributing to benefits unless expressly stated in this Agreement.
- 2 During all approved leaves of absence, employees shall retain and accrue seniority.
- 3 After an employee has completed the probationary period the employee may request a leave of absence. The request must be made on the Company's designated form through the employee's General Manager and the Human Resources professional. The request must be made as far in advance as possible, but at least fourteen (14) calendar days prior to commencement of the leave, unless the need is unforeseeable. A request will be considered as "received" when all information required by the Company for evaluation of the leave request has been provided.
- 4 If the employee's leave of absence is approved, the employee will be notified of the approval in writing. Prior to returning to work from a leave of absence the employee must request and receive an authorized return to work date. Any change to the return to work date is subject to the approval of the Company. Approved leaves of absence may be extended for additional periods if approved by the Company, or when required by law. If the employee has not contacted the Company to establish a new return date prior to the last day of his leave of absence and he fails to report on the return to work date he may be subject to discipline up to and including termination.
- 5 An employee on approved leave of absence is required to contact and provide the human resources office with his current contact information. Employees shall provide address changes and projected return-to-work dates to the company within fourteen (14) calendar days of, or change to, any such information.
- 6 Employees returning from any authorized leave of absence or extension thereof will be returned to the work area from which he left and with the same or similar shift and days off he held prior to his leave of absence.
- 7 For leaves other than FMLA leave, an employee's accrued leave, when available, shall be taken concurrently with unpaid leave.
- 8 No employee shall be employed by another company, other than employment with the Union, while that employee is on a leave of absence from the services of the Company.

- 9 As a condition to being granted an unpaid leave of absence, except for Union leave, the employee shall surrender his airport access badges to the General Manager.

B PERFECT ATTENDANCE BONUS

- 1 Full-time employees who have completed the probationary period are eligible to earn a monthly bonus for Perfect Attendance.
- 2 Eligible employees will earn fifty (\$50.00) dollars per month, called the “Attendance Bonus” for each month where the employee has perfect attendance (no attendance infractions).
- 3 The Attendance Bonus will be paid out in the first pay period following the end of the month. Eligible employees must be actively employed by the Company at the time of payout to receive the Attendance Bonus payout.

C TEMPORARY MEDICAL LEAVE

- 1 The Company will provide an unpaid medical leave of absence for a period of up to thirty (30) calendar days, to full-time employees who have completed ninety (90) days of continuous service.
- 2 This leave benefit is available only to those employees who are ineligible for FMLA or who have exhausted their FMLA leave.
- 3 The temporary medical leave may be granted for reasons such as injury or illness.
- 4 Employees shall first be required to use their accrued leave, including vacation and sick leave, before taking any medical leave of absence.
- 5 All medical leaves must be requested in writing and comply with the requirements of LEAVES OF ABSENCE GENERALLY.
- 6 There is no guarantee that an employee who takes a medical leave of absence after exhausting his FMLA leave will be reassigned to his prior shift or classification or an equivalent shift or classification.

D 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.

E JURY DUTY

- 1 The Company will provide employees time off to serve, as required by law, on a jury or grand jury. The Company will also provide employees with time off to appear in court or another government proceeding as a witness to comply with a

valid subpoena or other court or administrative agency order. The employee must give the Company as much advanced notice as possible.

- 2 An employee who receives a jury summons (or a subpoena or other order to appear as a witness), must immediately notify his or her supervisor and provide a copy of the jury summons, subpoena, or other order. An employee must also provide his supervisor with a Jury Duty form signed by the court clerk attesting to the fact that the employee did, in fact, report for Jury Duty and/or a copy of a subpoena or other order commanding his or her appearance as a witness.
- 3 When the hours of Jury Duty and the rules of the court permit, employees are expected to report for reasonable periods of work. In the event that Jury Duty or an appearance as a witness requires time off from work, employees will be granted time off with pay, provided that the employee is not a party to the legal proceeding.
- 4 If the employee provides reasonable advance notice, Jury duty pay shall be calculated as the difference between what the employee would have earned had he worked his regularly scheduled hours, at his regular rate of pay plus Lead premium (where applicable), and what he was paid by the court or another employer, for serving on the jury duty. In no case shall 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 scheduled shift. Such payment of jury duty pay will be made only on those days that the employee was scheduled to work but prevented from doing so because of jury duty service occurring on that workday, whether the hours directly overlap or not. An employee is only eligible for jury duty pay on a regularly scheduled workday that begins on the same calendar day as the jury duty is served.

F 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.

G BEREAVEMENT LEAVE

- 1 In the event of the death in the immediate family, time off with pay for up to four (4) work days, including the day of the funeral, will be granted to employees who have completed their probationary period and are in an active work status with the Company.
- 2 For the purposes of this benefit, the immediate family includes spouse or domestic partner, son, daughter, stepchild who resided with the employee, father, mother, father-in-law, mother-in-law, sister, brother, grandchildren, and grandparents.
- 3 Payment shall be at the employee's regular hourly rate of pay, and only for the number of hours that the employee was scheduled to work on that day.
- 4 Bereavement leave pay will not be granted for the employee's normal days off work, or during a day when the employee had previously been approved to take a paid leave of absence. However, this provision will not prevent the General Manager and the employee from mutually agreeing to reschedule a previously authorized vacation in the event of a death in the immediate family.
- 5 Employees shall provide written evidence of the relationship to, and the death of, the immediate family member to the General Manager and a Human Resources professional. Failure to provide written evidence shall disqualify the employee from receiving bereavement leave.
- 6 Bereavement leave shall be capped at eight (8) days per year. Unpaid bereavement leave may be taken up to an additional eight (8) days. Benefit time (vacation or sick) may be used to cover time off.

H UNPAID UNION LEAVE

- 1 An employee elected or selected to a full time job in the local Union, or the International Union, which takes him from his employment with the Company, shall upon written request to the Company receive an unpaid leave of absence for the full duration of his employment with the Union, but not to exceed five (5) years. Upon completion of his leave of absence during the existence of this Agreement, he shall be re-employed according to his seniority in the same job classification that he held prior to leaving at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, and he has the ability and qualifications to perform such work. Seniority shall accumulate during such leave of absence.
- 2 Temporary leaves of absence without pay, not to exceed three (3) 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 three (3) employees per week.

I SICK LEAVE

- 1 Full-time employees on the active status payroll will accrue one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum annual accrual of forty (40) hours of sick leave.
- 2 Permissible Use
 - a Sick leave may be taken for a personal illness, a disability, dental or medical appointment, pregnancy disability leave, and any other use permitted by state law. An eligible employee may also use sick leave to attend to an illness of a child, stepchild residing with the employee, parent, spouse, or domestic partner of the employee. Sick leave must be taken by eligible employees in increments of at least four (4) hours.
 - b Sick leave may not be taken until the employee's 90th day of employment.
 - c To the extent that it is practical to do so, an employee shall schedule medical examinations so as not to interfere with the employee's attendance on the job. Where this is not practical, in the case of foreseeable absences such as for a scheduled doctor's or dentist's appointment, an employee shall provide seven (7) days advanced notification to his supervisor. Where providing advance notice of a medical absence is not practicable (such as the need for an immediate appointment) or for unforeseeable sick absences from work, an employee shall, as soon as practicable before his work shift, notify his supervisor in advance of the absence by calling the sick line. At a minimum, an employee should notify the Company at least two (2) hours before the beginning of his work shift. In cases where an employee is incapable of providing advanced notice to the Company (such as emergencies resulting from accidents or the sudden onset of an illness), he or his representatives shall notify the Company of the need for leave as soon as they are able to do so, but in no event shall this notice be given later than two (2) hours after the employee's report time.
 - d The Employee recognizes their obligation of being truthful and honest in preventing unnecessary absences or abuses of sick leave privileges. Employees may be required to present confirmation of illness and the Company reserves the right to require, when in doubt of a bona fide claim, a physician certificate to confirm such sick claim. Employees who abuse sick leave privileges may be subject to disciplinary action by the Company.
- 3 Calculation of Sick Pay
 - a Eligible employees will receive pay at their regularly hourly base pay rate, inclusive of Lead premium (where applicable), for the days absence.
 - b Sick leave is intended to provide income protection when an illness or non-work-related injury occurs. Therefore, unused sick days cannot be used for any other paid or unpaid absence and employee shall not be entitled to be paid for unused sick leave upon termination of employment, whether voluntary or involuntary.
 - c Employees shall be permitted to accumulate banked sick leave from year to year, up to a total of 80 hours of leave.

- d. Employees who retire from the Company with age plus years of service with the Company equaling 75, will be entitled to be paid fifty percent (50%) of their accrued sick time hours at fifty percent (50%) of their hourly rate of pay.

Article 10. NOTIFICATION OF PERSONNEL ACTIONS

- A The Company agrees to timely notify the designated officer of the Union, in writing, of any discipline, discharge, resignation, transfer or promotion out of the bargaining unit or leave of absence status of any employee covered by this Agreement. Upon request, the Company will provide the Union with a seniority list showing whether each employee has met the probationary period, but such request shall not be honored more frequently than once per calendar month. Written notice to the Union should be accomplished by email.

Article 11. SECURITY

- A The Union recognizes the Company's security obligations whether or not those obligations are established by Company policy, by its contracts with its customers, permits or agreements with the airport authority, or as a result of local, state, or federal laws, including TSA and US Customs regulations. In the event that a customer, the airport authority, or a governmental agency or regulator notifies the Company that any covered employee is to be denied employment related clearance, security clearance, a US Customs seal, access to work areas or restricted areas, access to aircraft or equipment whether belonging to the Company or another company, or is requested to refrain from assigning the employee to perform work under the contract, such employee shall be immediately removed from that position. The employer will reasonably attempt to locate an alternative position consistent with the restriction but if no such position is immediately available this shall be deemed just cause to terminate the employee.

Article 12. NON-DISCRIMINATION

- A The Company will not discriminate against employees because of race, color, creed, national origin, sex, age, union affiliation, veteran status, or marital status, or because of a physical or mental disability. Wherever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Article 13. HOURLY JOB DESCRIPTIONS

A LEAD FUELER

1 OCCUPATIONAL SUMMARY

- a Transmits supervisor's orders, work assignments and work instructions to a fueler. Required to possess a thorough familiarity with work functions and the ability to properly transmit information and instructions to others. Lead Fuelers also perform the job and functions of a Fueler.

2 WORK REQUIREMENTS

- a Leads assigns work, ensures proper utilization of personnel and equipment, imparts current or new occupational knowledge to workers and performs work similar to that, or identical to that, assigned to the group being led, for a major portion of time.
- b **As required, transmits supervisory orders, work assignments and work instructions to other employees.**
- c Leads shall not issue discipline but may be required to supervise and monitor bargaining unit employees including recommending discipline and participating in discipline issued by a management official.
- d Possess a valid driver's license and, as required, possess airport facility_driver's license and/or permit(s). Possess all required badges.
- e Leads must safely lift from 35 to over 100 pounds repetitively on a daily basis as an essential function of the job.
- f Leads shall be required to perform any and all functions, tasks and/or duties appearing in the Fueler job description.

B FUELER

1 OCCUPATIONAL SUMMARY

- a Under the guidance, direction and instruction of Supervisors, Leads and other experienced personnel, Fuelers will transfer and dispense petroleum products in accordance with established procedures and quality controls and perform daily inspections, required testing and minor maintenance on facilities and equipment as required. Fuelers shall be required to follow all directives and instructions to perform tasks even if such tasks are not expressly set forth in this Agreement.

2 WORK REQUIREMENTS

- a Fuelers dispense fuel into aircraft and gse equipment and any and all tasks necessary to complete this duty. Fuelers load fuel into tanker trucks and performing all tasks necessary to completing this duty. Other duties include but are not limited to defueling, monitoring flight times, assisting on INOP gauges, close-out of fueling equipment, performing pre-trip and post-trip inspections, driving tanker or hydrant trucks, operating stationary carts, cleaning trash, cleaning up fuel spills, using radios in conjunction with duties, cleaning the shop, cleaning the breakroom, cleaning the bathroom, and cleaning any other area.

- ~~b **As required, transmits supervisory orders, work assignments and work instructions to other employees.**~~

- c Performs fueling operations on aircraft and ground equipment in accordance with established procedures, methods and operating policies following established quality control and safety guidelines.
- d Prepares and processes required documentation related to the work performed.
- e Possesses a valid driver's license and, as required, airport facility driver's license and/or permit(s). Possesses all required badging.
- f Must safely lift from 35 to over 100 pounds repetitively on a daily basis.
- g Fuelers must perform any and all tasks which he may be directed or instructed to perform by a Lead or Supervisor., ~~or a Fueler who is relaying a direction or instruction on behalf of a Lead or Supervisor.~~
- h Performing the functions of a guide man except on fueling activities related to cargo operations or where the carrier provides a guide man. The Company does have the discretion to, but shall not be required to, assign fuelers to perform guide man duties related to any operations including cargo operations.
- i Assisting in the abatement of, cleaning up, and containment of fuel spills and any and all tasks associated with this.
- j Duties of a Fueler shall not include any duties of a ramp agent, passenger service agent, cabin cleaner, aircraft groomer, aircraft mechanic, GSE mechanic, pipeline operator, lead pipeline operator, utility operator, supervisors or managers, or pipeline mechanics.

Article 14. UNION OFFICIALS, STEWARDS, AND POSTED NOTICES

A UNION BUSINESS REPRESENTATIVES.

- 1 The Union Business Representative(s) will be designated in writing to the Company and shall have access to the Company facility located at Phoenix Sky Harbor International Airport subject to normal airport security procedures, for the purpose of adjusting disputes, investigating working conditions, attending arbitration hearings, and ascertaining that the Agreement is being adhered to, provided that the Representative shall not cause an interruption to the Company's business operations. The Representative will notify the General Manager twenty-four (24) hours in advance or as soon as possible.
- 2 All costs associated with the Union Business Representative's access, and visits, to the Company's facilities shall be the responsibility of the Union.

B NUMBER OF STEWARDS.

- 1 The number of Shop Stewards under this Agreement will be four (4) and four (4) alternate shop stewards. The number of shop stewards may, in the future, be modified by mutual written agreement of the Company and the Union. If circumstances change materially, the company and union will meet to discuss the need for additional stewards.

C STEWARD RESPONSIBILITIES.

- 1 The Company recognizes the right of the Union to designate Stewards from those employees named on the Company Seniority List who are members of the Union. Stewards duties shall be performed during normal working hours for reasonable time durations after permission is granted by the employee's supervisor to leave his normal work, when the supervisor determines that work requirements of the Steward, as well as any employee with whom the Steward asks to meet, will allow. The Supervisor will not unreasonably delay the Steward from attending to their Union business. The Steward and employee shall immediately report to the supervisor and return to work once the meeting or investigation is completed or when directed by the supervisor, whichever occurs first.
- 2 An employee requesting to meet with his designated Union representative shall not be unduly or unreasonably denied the opportunity to meet with his Steward. When the Company or an employee requests the presence of a Steward, a Steward or alternate steward shall be required to report to the meeting even when such meeting occurs outside the Stewards' regular work hours. Every effort will be made to schedule this meeting during the normal working hours of a Steward. If the meeting cannot be so accommodated the Steward will be compensated for all time spent attending said meetings at the Stewards regular straight time rate of pay.

- 3 Stewards or a designee from the crew shall assist the Company in monitoring and updating the scheduled overtime roster and assisting the Company in applying the rotating overtime list. In the performance of this duty, the shop steward or designee may be asked to contact employees by telephone or other means, as well as any other task associated with the assignment of scheduled overtime. In the performance of this duty, the Steward or designee shall be the Union's official agent. The Steward will perform this duty during his regular work hours when the Company assigns it.
4. Stewards will be notified as to any changes in the handbook affecting the membership, in writing, a minimum of five (5) days prior to implementing.

D STEWARDS MUST HAVE SENIORITY.

- 1 Only an employee who has completed his probationary period shall be eligible to be Shop Stewards in accordance with Union procedures.

E NEGOTIATING COMMITTEE

- 1 The Union negotiating committee shall be limited to two (2) employees from the bargaining unit and both will be compensated by the Company for lost time, including all premiums and bonuses, sustained during the negotiating sessions.
- 2 Except by mutual agreement all arbitration and contract negotiation meetings as provided for in this Agreement will be held in Phoenix, AZ metropolitan area.

Article 15. BULLETIN BOARDS

A BULLETIN BOARDS

- 1 The Company agrees to provide space in the break room, or other mutually agreed areas, for a 3' x 4' bulletin board (to be provided by the Union). Said board shall only be used to provide the following:
 - a Notice of Union meetings
 - b Notice of official Union elections and results
 - c Notice of official Union appointments
 - d Notice of any official Union business
- 2 The Union shall provide the General Manager with a key if a locking bulletin board is used. The Company will immediately notify the Chief Steward or General Chair in the event that the Company needs to use the key to the bulletin board.
- 3 The Company will provide space in each work area for a locking two or four drawer filing cabinet to secure official union paperwork.

Article 16. WAGES

A WAGES

1 The following shall be the minimum base rate of pay for all Fuelers:

	03/25/20 DOR/2023	03/25/21 3/25/24	03/25/22 3/25/25
New Hire	\$13.00 \$18.50	\$13.50 \$19.10	\$14.00 \$19.65
After Six Months Continuous Service	\$13.50	\$14.00	\$14.50

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:

5-Years	10-Years	15-Years	20-Years and Above
\$0.10	\$0.10 \$0.45	\$0.20 \$0.55	\$0.30 \$0.65

- 2 On the ratification of this Agreement, all Fuelers earning an hourly rate below the rates above will be adjusted accordingly. Additionally, Fuelers making more than ~~\$13.50~~ **\$18.50** per hour will receive ~~fifty cents (\$0.50)~~ a **3.0%** per hour increase to their current base wage.
- 3 On March 25, of years 202~~4~~, and 202~~5~~, the minimum base rate of pay for all Fuelers will be raised to correspond to the base rates in the chart above, at Paragraph 1. The raises set forth below, coinciding with the ratification date of this agreement, will be applied in addition to the March 25th **2024 and 2025** increases in the chart above.
- 4 On the one-year anniversary date of this ~~Agreement's ratification (03/25/2021):~~ **agreement (3/25/2024):**
All Fuelers with more than one (1) year of continuous service with the Company will receive a ~~thirty-five cents (\$.35)~~ **sixty cent (\$0.60)** base wage increase.
- 5 On the two-year anniversary date of this ~~Agreement's ratification (03/25/2022):~~ **agreement (3/25/2025):**

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- a All Fuelers with more than one (1) year of continuous service with the Company will receive a ~~thirty-five cents (\$.35)~~ **sixty cent (\$0.60)** base wage increase.
- b Employees shall be paid ~~bi~~weekly.

B PREMIUM RATES

- 1 Employees ~~working assigned~~ as a Lead shall receive Lead ~~pay~~ premium of two dollars and fifty cents (\$2.50) per hour ~~while performing for the shift assigned such~~ Lead ~~job~~ duties. The selection of leads is at the General Manager's discretion.
 - 2 Employees working as a Trainer shall receive Trainer pay premium of \$1.00 per hour ~~while performing for the shift assigned~~ Trainer job duties. The selection of Trainers is at the General Manager's discretion.
 - 3 Employees will be paid a premium of one dollar (\$1.00) per hour for all hours worked on a shift that an employee is required to operate a tanker truck.
 - 4 The Company may exceed the above-listed pay scales over the life of this Agreement to be applied consistently within each classification.
 - 5 Employees working shifts with a scheduled start time between 2100 and 0300 will receive an additional ~~forty-five~~ **fifty** cents (~~\$.45~~ **\$0.50**) above their hourly base rate of pay.
- C. In the event that a Local Wage Ordinance, or its equivalent, is enacted during the duration of this agreement, the Company and the Union agree to re-open only Article 16 – Wages for the purpose of negotiating compliance with the Ordinance.

Article 17. HOLIDAYS

- A The Company recognizes the following holidays on the dates established by federal law:
- 1 New Year's Day
 - 2 Memorial Day
 - 3 **Juneteenth Day**
 - 4 Independence Day
 - 5 Labor Day
 - 6 Thanksgiving Day
 - 7 Christmas Day
 - 8 Floating Holiday

Additionally, any associate with 10 or more years of seniority will receive (1) additional floating holiday. Floating Holidays must be used in the year earned.

- B Employees are not eligible for holiday pay for holidays which occur while the employee is serving an unpaid leave of absence.
- C Holiday pay shall be calculated as the employee's regular hourly rate of pay including Lead premium (where applicable) multiplied by the number of hours the employee was regularly scheduled to work on the day of the holiday.
- D In addition to his holiday pay, if an employee is scheduled to work on a holiday and actually works his shift on the holiday, the employee will receive his regular rate of pay as straight time wages for each hour worked. For example, if an employee is scheduled to work eight (8) hours on a holiday and he works it, the employee will be paid eight (8) hours of straight time wages for his work, plus an additional eight (8) hours of straight time wages, which represents the holiday pay. If the employee's hours worked on the holiday would otherwise be overtime hours, that employee will receive overtime pay for those hours worked.
- E Holiday pay shall always be paid at the employee's regular rate of pay even if the employee works overtime on the holiday. Holiday pay shall not be compounded to determine an employee's overtime rate of pay.
- F Employees who experience an extended illness (more than one day) and who have exhausted their sick leave may request the use of unused vacation pay for compensation of time lost for all days after the first day.
- G To be entitled to receive holiday pay, the employee shall have worked his assigned shift immediately preceding the holiday and also his assigned shift immediately following the holiday, unless excused by the Company such as for illness or vacation.

- H If a holiday falls within a vacation period, the holiday shall be payable in addition to the vacation pay or, at the employee's option with written permission from the Company, an extra day of paid vacation leave may be taken within the vacation period instead of receiving compensation for the holiday.
- I Unless an employee has requested time off in accordance with the vacation article of this Agreement and has received written authorization to take such leave, an employee who is regularly scheduled to work on a day which is a holiday, shall be required to report for work as scheduled. When management determines that a full complement of employees is not required on a holiday, the Company will offer by shift, qualification and seniority the employees to observe the holiday until the needed compliment is reached.

Article 18. HOURS OF SERVICE AND OVERTIME

A REGULAR HOURS OF WORK

- 1 An employee's regular work week will consist of up to forty (40) hours, which will be comprised of up to five (5) consecutive work days, and on each work day up to eight (8) hours of work spread over not more than nine (9) hours. Days off will be consecutive.
- 2 At the Company's discretion, the Company may also schedule regular work weeks consisting of four (4) consecutive workdays, each having up to ten (10) hours of work spread over not more than eleven (11) hours. Any other schedule shall be as mutually agreed between the Company and the Union. Days off will be consecutive.
- 3 No provision herein shall be construed as a guarantee of hours of work per day or per week or as a guarantee of days off work per week.
- 4 Employees shall be considered as required to report for work on their scheduled workdays, unless they are notified by the Company at least two (2) hours prior to their scheduled report time not to report for work. For purposes of this Article, notification by telephone or voicemail message shall be deemed a sufficient method of contact.
- 5 For pay purposes, the work week shall consist of seven (7) consecutive days, starting on Friday and ending on Thursday.
- 6 Part-time employees will be regularly scheduled for no more than 29 hours in a work week.

B HOURS OF SERVICE

- 1 Any changes in general shift starting time(s) in excess of one hour shall be scheduled and posted by the Company. There will be no change in the scheduled starting and stopping time greater than one (1) hour without a five (5) day notice to all employees affected.
- 2 The Company will designate a telephone number for employees to call to report their absence from work. The employee must call in to report the absence two (2) hours before the start of the shift unless two hours advance notice is unreasonable under the circumstances.

C MEAL BREAK

- 1 Employees will be afforded a thirty (30) minute unpaid meal break during each regular work shift.
- 2 If operational needs preclude an employee from taking his lunch period, the employee shall be afforded another opportunity during the work shift to take a meal break in its entirety.
- 3 If operational needs preclude an employee from taking his meal break at any time during the regular work shift, the employee will be paid for the thirty (30) minutes at his regular wage rate.
- 4 Each time in which an employee works through his meal break and is not allowed to take his meal break during the shift, the employee shall be required to notify his supervisor so that the appropriate payroll adjustments may be made.

D REST BREAKS

- 1 All employees will be granted a paid ten (10) minute rest period during the first

half of their work shift and a ten (10) minute rest period during the second half of their work shift.

- 2 Before taking a rest break, the employee shall be required to obtain the approval of a supervisor or lead man.

E Overtime Pay, Reporting Pay, and Callback Pay

- 1 Full-time employees shall be paid an overtime premium rate, calculated as one and one-half the employee's regular hourly rate of pay inclusive of Lead premium (where applicable), for all hours of work in excess of forty (40) hours worked per weekly pay period, exclusive of daily meal breaks. Overtime pay at time and one-half will be paid for hours worked on a scheduled day off, when such hours are in addition to forty (40) straight time paid hours in the same work week.
- 2 Overtime shall be computed on an actual minute basis.
- 3 Overtime will not be pyramided.
- 4 When an employee is scheduled to work overtime not in conjunction with a regular straight time work shift, such overtime will not be scheduled for less than four (4) hours.
- 5 The Company shall notify employees of shift cancellations at least two hours in advance of the scheduled report time and if such notification is not made and the employee reports for his scheduled shift on-time, he will be paid four (4) hours of pay at his regular hourly rate. For the purposes of this Article, notification by telephone or voicemail message shall be deemed a sufficient method of notifying employees.
- 6 The Company retains the right to approve and schedule all overtime. No overtime shall be worked except by direction of the Manager.
- 7 The Company will distribute scheduled overtime assignments equitably among the qualified employees who are working a shift at the location where overtime is required, provided that they volunteer for scheduled overtime assignments. The Company will post a quarterly overtime volunteer list at each location. The volunteer list will be removed after five (5) calendar days. The Company will post a quarterly overtime distribution list at the work locations. The names will be listed in order of classification seniority. The first scheduled overtime assignment for the month will be offered to the most senior qualified person named on the list. If that employee declines the overtime assignment, accepts the overtime assignment, or is unable to work the overtime assignment for any reason, that employee will not be eligible for another overtime assignment during the month until all other names on the list have been exhausted in the same manner. All scheduled overtime assignments shall be assigned in this method until the overtime manpower is achieved. Qualified probationary employees shall not be eligible to work overtime until the quarterly overtime list has been exhausted one full rotation.
- 8 The Shop Steward or Supervisor shall be required to update the overtime list and assist the Company in the administration of the scheduled overtime assignments. The Shop Steward will be permitted a reasonable amount of time to update the overtime list while on duty. The Company's and Union's liability for accidentally bypassing any employee for an overtime assignment shall be limited

to providing the most senior bypassed employee with a make-up overtime assignment. The Company shall not be required to remove employees from a specific job at the end of a regular shift in order to equalize overtime.

- 9 Once an employee accepts a scheduled overtime assignment, he shall be expected to work that assignment, and failure to do so shall be grounds for discipline.

F MANDATORY OVERTIME

- 1 Compliance with a directive to work in excess of eight hours on any given day, whether or not this work time is payable at the overtime rate (hours in excess of forty (40) hours for the week), shall be a condition of employment and shall be performed as directed.
- 2 In the absence of sufficient volunteers (at the work location) for an overtime assignment, whether a scheduled assignment or a work continuation, the Company shall take qualified volunteers from other work locations. If the volunteers are insufficient to satisfy the Company's overtime manpower needs, the Company shall draft qualified employees in reverse seniority order from the classification seniority list at the work location (called the Mandatory Overtime List).
- 3 Once an employee has been issued a mandatory overtime assignment, that employee's name will be placed at the bottom of the Mandatory Overtime List and that employee will not be assigned another mandatory overtime assignment until the list has been exhausted and his name appears at the top of that list.
- 4 Qualified Probationary employees or qualified employees bidding into the work location will be placed on the Mandatory Overtime List in their seniority sequence.
- 5 Employees who are sick, on vacation, or on an approved leave of absence will be excluded from any mandatory overtime assignment on that day but their names will continue in rotation.

G CALL BACK

- 1 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 (4) hours at one and one-half times the employee's regular hourly rate of pay. The Company's accounting records will be adjusted to reflect no break in the employees' service time for that shift.

H LOST TIME

- 1 Deductions for time off, whether due to tardiness or other causes, shall be calculated to the actual minute.

Article 19. VACATIONS

- A Vacation leave will accrue based on paid hours. Employees serving an unpaid leave of absence will not accrue vacation leave.
- B Vacation leave will accrue based on the following accrual rates:

Years of Continuous Service	Accrual Rate per Hour	Maximum Annual Accrual
After 1 year, and up to 2 years	0.0196	40 hours
After 2 years and up to 5 years	0.04	80 hours
After 5 years and up to 15 years	0.061	120 hours
After 15 years and up to 20 years	0.083	160 hours
After 20 years and up to 25 years	0.106	200 hours
more than 25 years	0.130	240 Hours

- C 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 the chart above.
- D Changes in the rate of accrual will begin on the first day of work following the employee’s seniority anniversary date.
- 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.
- 4 Employees shall be required to submit written requests for vacation at least fourteen (14) days in advance. The General Manager has the discretion to waive this requirement when, in his judgment, the delay should be excused.
- 5 No vacation 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.
- 6 Vacation leave requests will generally be granted on a first come first serve basis and will not be denied unreasonably. 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.
- 7 Vacation may only be scheduled on the employee's regularly scheduled workdays and only for the amount of hours that the employee was scheduled to work on that day. Vacation may be taken in a block of weeks or one (1) day at a time ("DAT"). When awarding vacation, block vacation will take priority over DAT vacation. Block vacation will be defined as all regularly scheduled workdays between an employee's scheduled days off.
- 8 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.
- 9 Vacation balances will be updated each pay period. The Company will make vacation balances available to employees upon request.

Article 20. HEALTH AND LIFE INSURANCE BENEFITS

A ELIGIBILITY

- 1 Consistent with the terms of the Affordable Care Act (or similar plan enacted by Congress), and subject to the terms and conditions of the Swissport Group Insurance Policy, all employees classified by Swissport as regularly working at least 30 hours per week and their dependents currently are eligible to enroll in Swissport's health insurance plan, with or without dental and/or vision insurance, beginning on the first day of the month following the completion of 60 days of service.
- 2 Any employee who regularly works at least 30 hours per week and has not been offered coverage should contact a Human Resources professional.
- 3 Selection, changes or cancellation to the employee's health coverage may only be made within a thirty-day open enrollment period prior to January 1, of each succeeding year, except where:
 - a An employee is hired after January 1;
 - b A part time employee is promoted to full time or;
 - c An employee is promoted to a Supervisory position;
 - d A qualifying event occurs (marriage, divorce, death, birth, adoption, loss of coverage, etc.).

B EMPLOYEE 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. The Company agrees to pay only the legal minimum monthly premium contribution required by the Affordable Care Act (or similar plan enacted by Congress), for employee-only coverage. The employee shall be responsible for paying the remainder of the monthly insurance premium contribution, by payroll deductions.
- 2 Eligible employees may also elect to enroll in dependent health insurance coverage under the same health insurance plan, and 100% of the premium will be paid for, and the responsibility of, the employee.
- 3 Eligible employees may also elect to enroll in dental and/or vision insurance coverage under the same health insurance plan, and 100% of the premium will be paid for, and the responsibility of, the employee.
- 4 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.
- 5 **Employees who maintain eligible medical benefits outside of the Company-offered medical plan, may qualify for a taxable credit in-lieu-of medical coverage in the amount of \$2.00 per hour paid up to a maximum of forty (40) hours per week. Employees receiving the credit may enroll in any other benefit, other than the Company offered medical coverage. An employee may not be a**

covered dependent on another employee's medical coverage and qualify for the Medical Opt-Out benefit. This option may only be selected during open enrollment or other qualifying event. Employees must have previously been enrolled in a Swissport medical insurance plan to be eligible to opt out or must be hired on or after 3/25/2023.

C COBRA

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

D CHANGES TO THE HEALTH BENEFIT PLANS

- 1 The Company's health insurance plan coverages and premium rates are subject to change annually. Throughout the effective dates of this Agreement the Company will continue to pay the minimum premium contribution permitted by the Affordable Care Act (or similar plan enacted by Congress), and the employee shall be responsible for the remainder of the monthly premium contribution (for employee-only coverage). The employee will continue to be responsible for 100% of the premiums for dependent coverages, as well as vision and/or dental insurance coverages.
- 2 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 21. GENERAL AND MISCELLANEOUS PROVISIONS

A COMPANY PROPERTY

- 1 The employee is responsible for all Company property including uniforms in his possession.
- 2 It is the responsibility of the employee to ensure that any item provided to him for the performance of his work shall be returned to the Company in a timely manner.
- 3 In the event of termination of employment, all Company property in the employee's possession must be returned to the Company. If items are not returned, their replacement cost will be deducted from the employee's final paycheck.

B COPIES OF THE AGREEMENT

- 1 The Company and the Union shall share equally the costs of printing this Agreement in sufficient quantities to provide each employee covered hereunder with one copy. The Union may select the printer of choice provided that costs are not out of line with generally prevailing rates in Phoenix.

C TRAINING

- 1 Employees assigned as "Trainers" will perform 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 Wages, of the agreement.

D PARKING

- 1 The Company will continue its present practice of paying for parking or metro passes (bus and/or light rail) for employees unless and until the cost for parking reaches \$80.00 in which case the Company will pay up to \$80.00 or provide a metro pass (which shall not exceed \$80.00).

Article 22. RETIREMENT – 401K

A ELIGIBILITY

- ~~1 All employees age 21 or older who have completed the probationary period and have completed six months of continuous service are eligible to participate in the Swissport 401(k) Plan.~~
- ~~2 After an employee meets the eligibility requirements the employee may enroll in the Plan at the beginning of any month.~~
- ~~3 Employees enroll in the Plan by completing an enrollment form indicating the percentage of pay they wish to invest. The percentage elected will be deducted from each paycheck.~~

B PARTICIPATION

- ~~1 Upon enrolling in the Plan, employees will also choose the investment direction for funds contributed to their accounts.~~
- ~~2 Employees will be automatically enrolled at 3% of employee's income unless they elect to change their contribution rate or withdraw from the Plan and complete an "Opt Out Waiver" form provided by the Company. Employees join the plan by completing the enrollment form, indicating the percentage of pay they wish to invest, and submitting it to Human Resources. Employees may contribute a minimum of 1% up to a maximum of 100% of pay on a PRE-TAX basis into the Plan, provided that the employee's total annual contribution will not exceed the government imposed limit.~~
- ~~3 The Company will match the amount of the employee's contribution up to the first three percent (3%) of earnings at a rate of 100% that the employee contributes and at a rate of 50% for the next two percent (2%) that the employee contributes.~~
- ~~4 The Company's contributions on behalf of the employee are subject to a two-year vesting schedule, meaning that these funds are subject to forfeiture if an employee's employment ends before two years of continuous employment.~~
- ~~5 Deductions shall be made from the employee's paychecks before Federal and State income taxes are taken out.~~

The Company will provide that the Swissport North America Holdings, Inc. 401(k) Savings and Retirement Plan shall be made available to those eligible employees covered by this Agreement.

In accordance with provisions of the plan:

- 1. Employees may contribute from one percent (1%) up to and including Eighty percent (80%) of their qualifying compensation as defined in the plan in increments of one percent (1%) on a pre-tax basis, subject to IRS limits.**
- 2. Employees who are at least fifty (50) years old and are contributing at the IRS dollar contribution limit, may make an additional “catch-up” contribution of their qualifying compensation as defined in the plan in increments of one percent (1%). Contributions made to another employer’s qualified defined contribution plan (401k plan) are not taken into consideration for determining eligibility to participate in the catch-up contribution provision.**
- 3. The employee’s contribution may be invested in any offered option.**
- 4. The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment option.**
- 5. Employees are always fully vested in their pre-tax, catch-up, company match, and rollover contributions and investment earnings on these amounts.**

The Employer shall qualify, re-qualify and amend the Swissport North America Holdings, Inc. 401k Savings and Retirement Plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the Swissport North America Holdings, Inc. 401k Savings and Retirement Plan or which are either necessary or desirable in order to qualify the Swissport North America Holdings, Inc. 401k Savings and Retirement Plan under the applicable provisions of the Internal Revenue Code. It is understood that the Company has the exclusive right to make changes to the Swissport North America Holdings, Inc. 401(k) Savings and Retirement Plan, including, but not limited to, adding or discontinuing plan provisions and such decisions are not subject to the grievance procedure. The eligibility criteria, enrollment procedures, company match, and any other provision not noted in this agreement shall be the same as the plan provided by the Company to its salaried, non-union represented employees. Any changes to the plan will apply equally to employees covered by the collective bargaining agreement.

Currently the employer match formula is as follows:

Swissport will match the first three percent (3%) the employee contributes at one hundred percent (100%). For the next two percent (2%) contributed by the employee, Swissport will match at fifty percent (50%).

Article 23. FILLING OF VACANCIES AND SHIFT BIDS

A BIDDING FOR VACANCIES AND NEW JOBS

- 1 A job vacancy shall be any opening in the Lead Fueler and Fueler job classification which cannot be filled through the Recall provisions of this Agreement.
- 2 Company seniority shall govern all employees covered by this Agreement in bidding vacancies of new jobs provided that in each case the employee meets the qualifications for the job.
- 3 Classification seniority shall govern all employees covered by this Agreement in preference of layoffs, re-employment after layoff, and in bidding for shifts provided that in each case the employee meets the qualifications for the job.
- 4 Seniority shall not be considered for promotions to Lead positions, supervisory positions or positions not covered by this Agreement.
- 5 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.

B POSTING OF VACANCIES AND NEW JOBS

- 1 Vacancies and job postings within the bargaining unit shall be posted on a Company shop bulletin board in each into-plane fueling location at PHX. When reasonable, such notices should be posted ten (10) calendar days but in no case less than five (5) days prior to the filling of the vacancy. If no qualified employees who have satisfied the probationary period apply for the vacancy or new job within ten (10) calendar days of the posting, the Company shall be free to terminate the posting for bargaining unit employees and may consider other applicants from outside the bargaining unit.
- 2 When the Company decides to post a vacancy (shift hours and days off) for bid, all qualified employees in the job classification (Fueler) may bid for this vacancy which shall be filled in seniority order. If the Company decides to back fill the shift line (shift hours and days off) opened up by the filling that initial vacancy, the vacancy created by filling the initial vacancy, called the second vacancy, shall be filled in the same manner as the initial vacancy. If the Company decides to back fill the shift line (shift hours and days off) opened up by the filling of the second vacancy, called the third vacancy, the Company may assign this vacancy to an external job applicant, without posting it for bid. However, if the Company decides to post (for bid) the initial vacancy fewer than 60 calendar days before the regularly scheduled shift bid, the Company is not required to post, or fill, that vacancy through the bidding process.
- 3 Any employee selected to fill a vacancy shall be prohibited from applying for any other vacancies for one (1) year. An employee who is serving this one-year period following his selection for a vacancy is eligible to participate in an intervening shift bid.
- 4 Qualified employee may bid for the vacancy or job opening in accordance with the Company's job application procedures.
- 5 The Company is not required to back fill any vacancy created by the departure of an employee.

- 6 The above posting of vacancy provisions do not apply when the Company decides to fill several new job openings. In such case, the Company and the Union will meet and discuss the needs of the operation.

C BIDDING OF SHIFT AND DAYS OFF

- 1 Employees will bid for work shifts (work hours and days off) annually and such shall be called a “shift bid.” Shift selections shall be made by the qualified employees by location within job classification and in seniority order.
- 2 Fourteen (14) calendar days prior to the effective date of a new bid the Company will post a list of all positions within the classification showing the hours, shift, and days off. However, if due to operational needs the Company needs to implement a new shift bid in fewer than fourteen (14) days, the Company and the Union will mutually agree on a cost-effective alternative.
- 3 Seven (7) calendar days before the new shifts become effective the Company will post a schedule showing each bargaining unit employees’ new shift.
- 4 The shift bid will go into effect at the beginning of a pay period therefore no overtime will be paid as a result of a shift bid that causes an employee working more than forty (40) hours in a seven-day period.
- 5 At any shift bid, in the event none of the employees desire to select particular shift assignments, the least senior employee(s) within the classification(s) shall be assigned.
- 6 The Company may decide to hold additional shift bids.
- 7 In the event that an employee is on a leave of absence during a shift bid and notifies the Company and Chief Shop Steward in writing of his desire to bid for a specific shift opening within such employee’s qualifications and job classification, the Company shall consider such request in accordance with the shift bid procedures as long as the employee will return to duty by the first day of the new shift.

D LEAD ASSIGNMENTS

- 1 The selection of Working Leads (“Leads”) is at the discretion of the General Manager.
- 2 An employee selected by the General Manager to serve as a full-time Lead may decline the offer and remain as a Fueler.
- 3 Once the employee agrees to serve as a full-time Lead, that employee shall not voluntarily drop back to a Fueler without permission from the General Manager.
- 4 The shift assignment (work hours and days off) for Leads shall be established by the Company. Leads will bid for shifts in the same manner as Fuelers.
- 5 Employees interested in becoming a Lead may volunteer to serve as a temporary Relief Lead.
- 6 A Relief Lead may be used by the Company to temporarily backfill a Lead position due to absences or when additional Lead support is needed.
- 7 Selection of an employee to serve as a Relief Lead is within the General Manager’s discretion.
- 8 Relief Leads will be paid the Lead premium for ~~all hours worked during~~ the **shift assigned as a Relief Lead-assignment**.
- 9 Relief Lead assignment will not impact an employee’s seniority or his opportunity to bid for shifts within his classification.

Article 24. SEPARABILITY AND SAVINGS CLAUSE

- A If any Article or section of this Agreement or any addenda 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, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations within thirty (30) days for the purpose of reaching a mutually satisfactory replacement for such Article or section protecting the employees' rights.

Article 25. COMPLETE AGREEMENT

- A It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or in any other forum, except those expressly permitted by law. During the effective dates of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement.
- B It is understood that any issue not specifically covered by this Agreement is subject to the Company's employee handbook, personnel policies, and work rules. The Company shall have the right to establish, maintain, enforce, rescind, amend or change work rules and policies not covered by this collective bargaining agreement. In the event that the Company amends, changes, or adds to said work rules, policies, or handbook in such a way substantially impacting a term or condition of employment, the Company will provide the Union with a copy of the new rules. If the Union contends that the new rule is unreasonable, it shall have the right to challenge it in the Grievance procedure. In any such grievance proceeding, the Union shall have the burden of proving that the rule is unreasonable and that the rule does not have a reasonable relation to legitimate operational needs.
- C This Agreement shall not be orally modified in any way, materially or immaterially, by the Company and Union, or by the Company and employee(s). The Company and Union may mutually agree to modify terms of this Agreement but such modification shall not be binding unless such agreement is made in writing and signed by authorized representatives of both Parties.

Article 26. DURATION

Except as is specifically provided herein, this Agreement shall become effective on March 25, 202~~03~~ and shall remain in effect until midnight on March 24, 202~~36~~, 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 Phoenix Sky Harbor International Airport are governed by the terms of an agreement by and between the Company and City of Phoenix Aviation. 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 ~~24 XX~~ day of ~~March June~~, 202~~03~~.

For the Company:
Swissport Fueling of Nevada, Inc.

For the Union:
International Association of Machinists and Aerospace
Workers

By: _____

By: _____

Jeff James
General Chairman, IAM DL 142

By: _____

By: _____

Buck Moffett
(Please enter title), Swissport

Bill Wise
General Chair, IAM DL 142