



Agreement between Swissport Fueling at Southwest Florida International Airport in Fort Myers and the International Association of Machinists and Aerospace Workers, District 141

October 23, 2024 –October 22, 2027

SWISSPORT – RSW

**Collective Bargaining Agreement by and
between**

Swissport Fueling – RSW

and the

International Association of Machinists

And Aerospace Workers

October 23, 2024 –October 22, 2027

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Article 1. **RECOGNITION**

A. **CERTIFICATION AND UNION RECOGNITION**

1. In accordance with the Certification of Representative in case # 2024N1200321 , dated August 21, 2023, 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, Sr. Lead Fuelers, Lead Fuelers, Mechanics, Lead Mechanics and Quality Control Technician employed by the Company at its fuel facility located at Fort Myers Regional Airport (RSW), 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 Fuelers, Mechanics, Quality Control Technician and working Senior Leads employed by the Company at its fuel facility located at RSW. 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 the 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 Fort Myers, Florida or portion thereof is acquired by another Company. The parties hereto recognize that the Company's rights with respect to RSW Airport are governed by the terms of an agreement by and between the Company and Lee County/City of Ft. Myers. 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. 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.

B. Management rights include but are not limited to the following customary and usual prerogatives:

1. Management of the operation, including determination of the size and composition of the workforce.
2. Direction of the workforce including establishing qualifications, hiring, promoting, demoting, and laying off of employees.
3. Allocation and assignment of work.
4. Establishing, amending, changing, and enforcing work rules, performance standards, practices, regulations, and policies.
5. Maintaining discipline.
6. Suspension pending an investigation, discharging or disciplining employees, provided that such discipline will be for just cause.
7. Introducing new jobs, job classifications or departments within the bargaining unit.
8. 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 with a fifteen (15) day notice to the Union.

9. While it is not the Company's intent to subcontract bargaining unit work the Company may temporarily subcontract bargaining unit work due to emergencies. The Parties agree to meet and confer if the period of subcontracting will exceed seven (7) days.

10. Management employees may perform work traditionally performed by bargaining unit employees only in emergencies. 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.

C. The listing of specific rights in this article is not intended to be, nor shall be restrictive of, or a waiver of, any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Company in the past, so long as they do not contradict this agreement.

Article 3. **DUES CHECK OFF**

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 141, 1765 Commerce Dr. Suite 101 Elk Grove Village, IL 60007. 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, provided that the deduction is permissible by law.

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 1 Hour during orientation to discuss Union matters and sign employees up on Union dues check off.

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 sent within one (1) hour 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 DEFINED**

1. Company seniority under this Agreement means the length of continuous service with the Company performing fueling, maintenance, mechanic, quality control, and all work covered under this agreement 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. Classification 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.

D. SENIORITY OF UNION REPRESENTATIVES

1. When hearings or meetings require the presence of the Committee Chair (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 Committee Chair 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

Committee Chair 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. An employee's probationary period may be extended with mutual agreement between the Company and the Union. 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, 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. Transfer to non-bargaining unit work for more than sixty (60) working days.
- g. 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 fifteen (15) days 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 all employees covered under this agreement.
3. Laid off employees shall have recall rights for a period of twenty-four (24) 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 email 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 employee's contact information will be

updated by the employee in the Company's HR system or emailed to Swissport.USA.HR@swissport.com.

4. If an employee fails to inform the Company of his intent to accept the recall opportunity within seven days (7) 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 to 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.

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 and or electronic 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 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 timely calling to the attention of the Company any actual or potential safety concern.
8. Employees shall wear all required Personal Protective Equipment (PPE) provided by the Company.
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 a minimum of once a month 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. An agenda for this meeting will be emailed to the General Manager at least 24 hours in advance.
3. A First Aid Kit, including eye flushing solution, will be furnished by the Company in each break room.
4. The Company will provide a climate-controlled area in which the employees may take their breaks. In addition, the Company will provide clean drinking water year-round.

C. UNIFORMS AND EQUIPMENT

1. All employees shall be provided with uniforms consisting of four (4) pairs of pants or shorts and four (4) 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 union lanyards, patch and/or pin/ badge on the Company Uniform.
4. The Company will supply each employee with a lockable locker in which to secure Company issued equipment and personal effects.

5. Employees are responsible for maintaining their uniforms in a clean and professional condition. Normal wear and tear resulting from the proper performance of duties will be replaced by the Company.
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”) including work/safety boots. At a minimum this PPE will include gloves, hearing protection, work/safety boots 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 annually as provided for by 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 this agreement, working conditions or discipline, will with the steward, discuss the matter with the employee’s immediate supervisor. The supervisor will respond to the employee within seventy-two (72) hours following the discussion.
2. **Step One:** Should the above noted discussion not result in a satisfactory

adjustment, the employee may request a Steward to reduce the issue to writing on a form mutually agreed to between the Company and the Union. The form will be provided by the Company. Such complaint or grievance must be presented to the General Manager or his designee by the steward within ten (10) calendar days from the date of the verbal response to the complaint or grievance. The employee's General Manager or designee will provide a written decision to the steward within ten (10) days after the presentation of the complaint or grievance. The Company will forward a copy of the decision to the Assistant General Chair (AGC).

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

3. Step Two: The grievance hearing will be discussed in step two between the appropriate Labor Representative or his designee and the AGC at a meeting held on a day and time selected by mutual agreement.

The Company will provide a written decision within fifteen (15) days from the hearing.

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 (30) 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.

5. The Committee Chair and the AGC will be given a copy of all discipline.

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 (30) working days after failure to conclude the grievance under Article 8, Section A 4, such grievance shall be deemed waived.

2. Within thirty (30) 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 Federal Mediation and Conciliation Service 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 a list (the right to strike the first name having been determined by lot) until only one-name remains and that person shall be the arbitrator.

4. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding on the Company, the Union and the employees.

5. The arbitrator shall be paid by the parties hereto. The compensation and expenses of the arbitrator and arbitration shall be divided equally, provided, however, that each party shall bear the expenses with respect to its own witnesses and that the cost of any report or transcript shall be divided equally only if furnished by mutual consent.

6. 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 without written permission.

7. As a condition to being granted an unpaid leave of absence, except for all Union leave's, the employee shall surrender his airport SIDA badge to the General Manager.

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 leaves 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 (excluding short - term union leave) 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 thirty (30) 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 consistent with seniority.
7. For leaves an employee's accrued time off when available may be taken concurrent 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 without written permission.
9. As a condition to being granted an unpaid leave of absence, except for all Union leave's, the employee shall surrender his airport access badges to the General Manager.
10. 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.

B. OTHER LEAVES OF ABSENCE

The Company will comply with all applicable laws and regulations regarding employee leave.

C. 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 advance 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, not to exceed three (3) days at the employee's base rate of pay, provided that the employee is not a party to the legal proceeding.

4. 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.

D. 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 reemployment 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 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.

E. BEREAVEMENT LEAVE

1. In the event of the death in the immediate family and where the employee can reasonably be expected to be in attendance at the funeral, time off with pay for up to three (3) workdays and receive two (2) unpaid 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, step-child, 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 evidence of the relationship to, and the death of, the immediate family member to the General Manager and a Human Resources professional.
6. At the General Manager's discretion, the Company may authorize additional unpaid days off.

F. UNPAID UNION LEAVE

1. An employee elected or selected to a full-time job in the local Union, District 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 no more than five (5) years of his employment with the Union. 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 and all accruals and benefits 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. The Union will make the best effort not to negatively impact the Company's operation.

Article 10. NOTIFICATION OF PERSONNEL ACTIONS

A. The Company agrees to timely notify the Committee Chair and the AGC, 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 at its sole discretion may 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 refers to employees, jobs, they, or their, these terms refer to all employees of all genders.

Article 13. **HOURLY JOB DESCRIPTION**

All work will be performed by IAM members covered by this Agreement. Supervisors and Managers should not perform any work, except for incidental or occasional performance of such work to ensure the integrity of the operation. The Company and Union intend this to be limited to unique, unforeseeable, emergency, or other critical and safety-related situations, and that any such work performed be non-repetitive, short in duration and operationally critical, and where no hourly-rated employee could reasonably be anticipated to perform the task. In no event will any Covered employees will not be denied the opportunity for compensated work. However, it is the responsibility of all covered work to provide the best customer service and to support the operation. In the event disputes over the extent to which, or circumstances under which supervisory or management personnel perform all covered work may arise, the Department

Manager and Committee Chair will promptly meet and confer in an effort to resolve such matters and to determine an appropriate resolution, including but not limited to pay for denied opportunities for compensated work or overtime, consistent with these provisions and the negotiating processes that led to this Agreement.

A. SENIOR 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.

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 perform all tasks necessary to complete 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. Performs fueling operations on aircraft and ground equipment in accordance with established procedures, methods and operating policies following established quality control and safety guidelines.

c. Prepares and processes required documentation related to the work performed.

d. Possesses a valid driver's license and as required, airport facility driver's license and/or permit(s). Possesses all required badging.

- e. Must safely lift from 35 to over 100 pounds repetitively on a daily basis.
- f. Fuelers must perform any and all tasks which he may be directed or instructed to perform by a Lead.
- g. Performs the functions of 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.
- h. Assisting in the abatement of, cleaning up, and containment of fuel spills and any and all tasks associated with this.
- i. 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.

D. VEHICLE MECHANIC (GSE)

1. Occupational Summary

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

2. Work requirements

- a. Periodically cleans and inspects equipment and performs the repair and maintenance necessary to prevent functional breakdowns. Determines method and sequence of operation, dismantles equipment, diagnosis trouble, repairs, mechanically services, reassembles, installs, test and calibrates where applicable, such equipment as engines, brakes, transmissions, differentials, electrical systems, meters, filters, hoses, air tanks, gauges, chassis, etc.

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

E. QUALITY CONTROL TECHNICIAN (QCT)

- 1. Testing of fuel and performing clerical work in accordance with the ATA 103, state, government and NFPA 407 Airlines and Company standards established procedures and quality controls.
- 2. Ensure quality control of fuel and the integrity of fuel hydrant system in accordance with ATA 103 criteria.
- 3. Perform periodic and scheduled inspections in accordance to ATA 103 and NFPA standards.
- 4. Perform inspections and maintain quality control on all aircraft refueling equipment to Company standards.
- 5. Sampling fuel, removing samples of fuel and logging the findings. Properly dispose of the test samples and sump samples.
- 6. Perform minor maintenance as required to fuel handling components.
- 7. Respond to emergencies and fuel spills as needed.
- 8. Drive Company vehicles to multiple work locations to perform various tasks.

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 RSW 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. The Company will sponsor the officially designated representative(s) of the Union in obtaining appropriate credentials (S.I.D.A. Badge). The Company agrees to admit to its bases the officially designated representative of the Union to transact business as is necessary for the administration of the Contract. Such business will not interfere with the operations of the Company. If there is an allegation of misconduct, the Company and the Union will meet to discuss the same prior to the revocation of the SIDA badge.

B. STEWARDS

1. Shop Stewards and alternate Shop Stewards under this Agreement will be determined by the union. Shop Stewards may, in the future, be modified by the Union.

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 no steward is available, the Company will contact the Assistant General Chair to attend in person or remotely.

3. The Committee Chair and the AGC will be notified as to any changes in the handbook affecting the membership, in writing, a minimum of fourteen (14) days prior to implementation.

D. 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 Fort Myers, FL. metropolitan area.

Article 15. **BULLETIN BOARDS**

A. **BULLETIN BOARDS**

1. The Company agrees to provide space in each break room, or other mutually agreed areas, for a 3' x 4' bulletin board (to be provided by the Company). 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 Company will provide a locker to secure official Union paperwork.

Article 16. **WAGES**

A. **WAGES**

1. The following shall be the minimum base rate of pay:

Classification Pay Scale	DOR	DOR + 1	DOR + 2
Fuelers	\$18.50 hr	2% increase	2% increase
Quality Control Tech	DOR	DOR +1	DOR +2
	\$28.00 hr	2% increase	2% increase
Mechanics	DOR	DOR +1	DOR +2
	T1-\$27.00 hr T2-\$32.00 hr T3-\$38.00 hr T4-\$42.00 hr	2% increase	2% increase

2. Employees shall be paid weekly.

3. The parties agree that the Company, at its sole discretion, may implement a Seasonal Wage Rate, which is above the rates set forth in Section 1 of this article to attract and retain talent during the busiest parts of the year. It is further agreed that the Company may determine the enhanced wage rate and the time period that the Seasonal Wage Rate Is effective. Upon fourteen (14) days' notice, the Company may cancel the Seasonal Wage Rate and all employees will revert to the applicable rates set forth in Section 1 above.

B. PREMIUM RATES

1. All employees assigned as a Lead shall receive a Lead premium of one dollar and seventy-five cents(\$1.75) per hour for the shift assigned such Lead duties.

2. Employees working as a Trainer shall receive a Trainer pay premium of one dollar (\$1.00) per hour for the shifts assigned Trainer job duties.
The premium will only be applied when the agent is actively training employees.

3. The Company may exceed the above-listed pay scales over the life of this Agreement to be applied consistently within each classification.

4. Employees working shifts with a scheduled start time between 1300 and 2130 will receive an additional seventy-five cents (\$0.75) per hour above their hourly base rate of pay.

5. 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 following days shall be observed as paid holidays:

1. New Year's Day
2. Presidents Day
3. Memorial Day
4. Juneteenth Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

B. Employees are not eligible for holiday pay for holidays which occur while the employee is serving on a leave of absence.

C. Holiday pay shall be paid based upon the employee's regular scheduled shift including Lead premium (where applicable).

D. In addition to the employee's 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 time and one-half 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. If a holiday falls within a vacation period, the holiday shall be payable in addition

to the vacation pay.

G. 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 complement is reached.

Article 18. HOURS OF SERVICE AND OVERTIME

A. **REGULAR HOURS OF WORK**

1. An employee's regular work week will consist of forty (40) hours, which will consist of up to five (5) consecutive workdays, and on each work day of eight (8) hours of work. 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 ten (10) hours of work. Any other schedule shall be as mutually agreed between the Company and the Union. Days off will be consecutive.
3. Employees shall be considered as required to report for work on their scheduled workdays, unless they are notified by the Company at least eight (8) hours prior to their scheduled report time not to report for work. For purposes of this Article, notification by telephone, text message or voicemail message shall be deemed a sufficient method of contact.
4. For pay purposes, the work week shall consist of seven (7) consecutive days. The Company will notify the AGC as soon as possible of any changes to the workdays that start and end the work week.
5. Upon notification to the AGC as soon as possible, schedules may be modified temporarily in the event of an emergency caused by an act of God, natural

disaster, state of emergency or other like events no longer than thirty (30) days.

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 for employees to bid. There will be no change in the scheduled starting and stopping time greater than one (1) hour without a seven (7) 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 have the option to be paid for the thirty (30) minutes at the applicable wage rate or depart work thirty (30) minutes early if the operation permits and with prior approval from management.

D. REST BREAKS

1. All employees will be granted a paid fifteen (15) minute rest period during the first half of their work shift and a fifteen (15) 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 the Lead.

3. When an employee works an additional four (4) hours or more of overtime, such employees shall be granted an additional fifteen (15) minute rest break. Every reasonable effort shall be made to permit the fifteen (15) minute rest break within the first two (2) hours of such overtime. For any overtime period of six hours (6) or longer the employee shall be granted an additional thirty (30) minute paid meal break.

E. OVERTIME PAY, REPORTING PAY, CALLBACK PAY

1. Overtime shall be distributed as equally as possible for all employees by job classification. The Union recognizes that due to the nature of the Company's operations overtime is periodically a mandatory requirement.

2. Overtime requirements anticipated by the Company to be less than four hours will be offered as follows:

a. To those employees within the affected classification working on that shift (post shift in conjunction with scheduled shift).

b. If the Company is unable to satisfy overtime requirements through (a) above, overtime shall be offered to employees within the affected classification assigned to the oncoming shift (pre-shift in conjunction with scheduled shift).

c. If the Company is unable to satisfy overtime requirements through (b)above, a pool of all remaining available employees within the affected classification shall be referred to for overtime.

3. When overtime requirements are anticipated by the Company to be four or more hours, a pool of all available employees within the affected classification

shall be referred to for overtime.

4. Overtime will be offered to those affected employees on a rotational sequence basis commencing with the employee with the highest job classification seniority and progressing to the employee with the lowest job classification seniority. It is understood that the Company will not bypass an eligible employee who is in line to work overtime. It shall be the sole responsibility of the Company to maintain a current list detailing overtime circumstances for each employee and indicating the overtime rotation position for subsequent overtime assignments. Such a list will be posted so all employees may have the opportunity of review. No employee will be required to suspend work during regular working hours to absorb overtime.

5. Prior to utilizing mandatory overtime provisions of this Article, the Company may seek volunteers from other classifications covered by this Agreement. These volunteers must be qualified for the classification(s) in which they work overtime. Whether or not the Company takes volunteers for overtime from another classification shall be within the Company's absolute discretion.

6. Should the above procedures not satisfy the Company's overtime requirements, the Company shall require the employee on shift with the least amount of classification seniority to work the required overtime (mandatory overtime assignment). Once an employee has worked a mandatory overtime assignment, that employee's name will be removed from the mandatory overtime roster until such time as all employees in the affected classification have performed mandatory overtime assignments.

7. Overtime shall be computed on an actual minute basis.

8. Overtime will not be pyramided. Unworked paid leave shall not be counted toward the calculation of overtime.

9. 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 Three (3) hours.

10. The Company shall notify employees of overtime shift cancellations at least two (2) 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.

11. The Company retains the right to approve and schedule all overtime. No overtime shall be worked except by direction of the Company.

12. The Company's liability for accidentally bypassing any employee for an overtime assignment shall be remedied by awarding the bypassed employee the opportunity to work a like similar shift for which he was bypassed within a two (2) week period from which the bypass occurred.

F. **MANDATORY OVERTIME**

1. The Company may require employees to work overtime on a non-voluntary basis. Employees mandated to work overtime on a non-voluntary basis shall be paid at an overtime rate of 1.5 for all hours worked in excess of 40 hours in that work week. There, however, shall be no pyramiding of overtime rates.

2. No overtime will be worked or paid except at the direction of the Company except in cases of emergency where prior authorization cannot be obtained.

3. Mandatory Overtime is overtime that an employee is assigned and required to work involuntarily and will only be required in operational emergencies when sufficient voluntary overtime cannot be secured to maintain the Company's operation. Mandatory overtime will be limited to the number of employees and hours required to cover the emergency as determined by local management.

4. Mandatory overtime will not exceed 4 hours past an employee's scheduled shift in any 24-hour period. Employees will not be required to work mandatory overtime if already working more than four (4) hours beyond their scheduled shift, or until the opportunity to work the additional hours has been offered to all qualified employees who are currently at work, and if there are an

insufficient number of volunteers, then to otherwise eligible employees whose names remain on the overtime call sign up list.

5. No employee will be required to work more than sixteen (16) hours consecutively in any twenty-four (24) period.

6. If any mandatory overtime causes a rest period violation to occur, every attempt will be made to adjust the employee's shift to provide the minimum 8 hours rest.

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.

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
Hire - 2 years	0.0196	40 hours
2 -5 years	0.04	80 hours
5 - 15 years	0.061	120 hours
15 - 20 years	0.083	160 hours
20 - 25 years	0.106	200 hours
25 years	0.130	240 hours

C. Changes in the rate of accrual will begin on the first day of work following the employee's seniority anniversary date.

D. 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.

E. 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 forty (40) hours per calendar year. 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. 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. In addition, employees will be paid for all hours accrued for the following year.

4. Employees shall be required to submit written requests for waived or additional vacation at least fourteen (14) days in advance. The Company has the discretion to waive this requirement when, in their judgment, the delay should be excused.

5. After the closing of the annual vacation bid, employees will be permitted to request with approval from the Company to submit any waived or additional vacation. The employee shall be given a copy of the signed approval for their

records.

6. Any waived or additional 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"). No more than five (5) days can be utilized as DAT vacation. 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. Vacation balances will be updated each pay period. The Company will make vacation balances available to employees upon request.

F. ANNUAL BLOCK VACATION BID

1. Each year, on or before the second Monday in November, the Company shall post the vacation bid schedule for the following year. The vacation bid schedule shall contain employees' names in descending job classification seniority order within their job classification.

2. Each employee, in job classification seniority sequence, shall indicate his primary and secondary (if applicable) block vacation selection(s), or the word "waive", and initials his entry.

3. When the most senior employee has completed his bid, the next most senior employee may enter his bid and so on until each employee has indicated and initiated his vacation preference(s).

4. Employees entering the word "waive" indicate the desire not to participate in

the vacation bid process.

5. The vacation bid schedule period will expire on the second Friday in December. The Company shall post the results of the vacation bid in the form of a vacation schedule on the first regular work week in January.

6. An employee must submit a written notice to the Company at least thirty (30) days in advance of his intent to cancel a scheduled vacation.

7. Employees who cancel a scheduled block vacation may only reschedule in open periods of the vacation schedule.

8. No vacation, outside of the annual bid, shall be permitted unless authorized by the Company in writing. The employee shall be given a copy of the signed approval for their records.

9. Vacation leave requests in single days, outside of the annual bid process, will generally be granted on a first come first serve basis, and will not be denied unreasonably provided that the request is made in writing and given to the Company ten (10) days in advance. The Company has the discretion to waive this requirement when, in his judgment, the delay should be excused. In the event that two employees request to take vacation on the same day(s), and submit their requests at the same time, the Company will consider operational needs and Company seniority when evaluating which leave request to grant and which to deny. Vacation awarded to a junior employee will not be canceled by the company and then awarded to a more senior employee.

10. 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.

11. When awarding vacation, block vacation will take priority over single day vacation requests. Block vacation will be defined as all regularly scheduled workdays between an employee's scheduled days off.

12. Employees may elect to save three (3) vacation days per year to be used on a single day basis to address illness or other unforeseen events. Employees intending to use one of these three days must follow typical call off procedures, i.e. give two hours notice prior to the start of their shift, to utilize these days.

These three days must be used in full day increments.

13. Following termination of employment, whether voluntary or involuntary, an employee will be paid for all accrued and unused vacation days at the employee's regular rate of pay in effect at the time of the termination.

14. Vacation balances will be updated each pay period. The Company will make vacation balances available to employees upon request.

Article 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 employees 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 thirty (30) days of employment. Any employee hired after the ratification of this agreement must meet the 30 hour eligibility requirement under the Affordable Care Act to be eligible for benefits.

2. Any employee who 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 the Company's open enrollment period prior to January 1st, of each succeeding year, except where:

a. An employee is hired after January 1st;

b. A qualifying event occurs (marriage, divorce, death, birth, adoption, loss of coverage, etc.).

B. EMPLOYEE AND COMPANY CONTRIBUTIONS

All employees will be eligible to participate in the Company's health, vision, and dental plans and life insurance plan, under the applicable standard terms, conditions, and rules established by the Company for employees covered by this agreement.

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 will provide an electronic copy of the collective bargaining agreement to any employee in the bargaining unit upon request to the Company.

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 provide for and pay for parking in the employee parking lot or any other location in the event the employee lot is closed for repairs.

Article 22. RETIREMENT – 401K

Bargaining unit employees shall be covered by the Company 401K plan, or other retirement plans, to the same extent and in the same fashion as all other non-represented Company employees. Under the Company's plan, the Company will match 100% of the first 3% contribution, and 50% of the next 2% employees contribute. If an employee contributes 5%, the employee will receive the full Company match of 4%.

Article 23. FILLING OF VACANCIES AND SHIFT BIDS

A. BIDDING FOR VACANCIES

1. A job vacancy shall be any opening in the Lead Fueler, Fueler, Lead GSE Mechanic, Quality Control Technician job classification and any other classifications covered by this agreement which cannot be filled through the Recall provisions of this Agreement.

2. Classification 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. Company seniority within each classification shall govern all employees covered by this Agreement in preference of layoffs and re-employment after layoffs. Classification seniority shall govern in bidding for shifts and days off within each classification.
4. The selection of Leads shall be jointly selected between the AGC and the Company.
5. After completion of the probationary period an employee may bid for a 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 boards and one app in all work areas at the location at RSW. When reasonable, such notices will be posted for fourteen (14) calendar 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 fourteen (14) 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 a premium shifts (Friday Saturday, Saturday Sunday or Sunday Monday off) bid, all qualified employees in the job classification (Fueller, GSC, QCT) may bid for this vacancy which shall be filled in seniority order. The vacancy will be filled by the most senior qualified employee after the close of the bidding. Any vacancy created by the successful bidder will be filled at the sole discretion of

the Company not to exceed ninety (90) days.

3. Any employee selected to fill a vacancy in another classification 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 employees may bid for the vacancy or job opening in accordance with the Company's job application procedures and are awarded per the Collective Bargaining Agreement (CBA).

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 cases, the Company and the Union will meet and discuss the needs of the operation.

C. BIDDING OF SHIFTS AND DAYS OFF

1. Employees will bid for work shifts (work hours and days off) a minimum of two (2) times per calendar year, 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. Twenty-one (21) 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. Employees will have seven (7) days to review the bid and an additional seven (7) days for the bidding process. However, if due to operational needs the Company needs to implement a new shift bid in fewer than twenty-one (21) days, the Company and the AGC may mutually agree on a cost-effective alternative.

3. Seven (7) calendar days' notice 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 to work 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) or the employee who didn't bid within the classification(s) shall be assigned by the Company.

6. In the event that an employee is on a leave of absence during a shift bid and notifies the Company and Committee Chair 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. A qualified employee who is awarded Lead may decline the offer and remain as a Fueller.

2. 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 in Seniority order.

3. When the Company has a need for temporary leads, qualified employees may volunteer to serve as a temporary Relief Lead in seniority order.

4. An upgrade Lead may be used by the Company to temporarily backfill a Lead position due to absences or when additional Lead support is needed. Daily upgrade Lead will be offered to all qualified employees in seniority order.

5. Upgrade Leads will be paid the Lead premium for the shift assigned as an upgrade Lead.

6. 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 addendum 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 AND TERMINATION

Except as is specifically provided herein, this Agreement shall become effective on October 23, 2024, and shall remain in effect until midnight on October 22, 2027, 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 RSW Airport are governed by the terms of an agreement by and between the Company and City of Fort Myers 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. When meeting times can be mutually agreed upon, the Company and the Union hereby agree to a six (6) month early opener to discuss non-economic issues.

IN WITNESS WHEREOF, the parties have set their hands this 23 day of October 2024.

For the Company
Swissport Fueling of Florida



By: _____
Colin Saunders
RSW Station Manager

For the Union
International Association of Machinists and
Aerospace Workers



By: _____
Michael G. Klemm
President and Directing General Chair
IAMAW, District 141



By: _____
Steven Stewart
Senior Director
Labor & Associate Relations
Swissport USA



By: _____
John Staton Jr.
Assistant General Chair
IAMAW, District 141