

**Collective Bargaining
Agreement**

Between

SEIU Local 1

And

**Swissport Cargo Services,
LP.**

Covering O'Hare Airport

February 1, 2024

to January 31, 2027

Preamble

The Employer and the Union each represent that the intent and purpose of this Agreement is to promote, continue and improve labor management relations between them, to recognize the mutual interests of the Employer and its employees, to provide a channel through which information may be transmitted from one to the other, to promote efficiency and service, and to set forth herein the basic terms of employment, including rates of pay, hours of work, conditions of employment and to provide for the orderly settlement of disputes between them.

Article 1. Recognition

- 1.1 Swissport Cargo Services, LP. (“Employer”) recognizes Service Employees International Union, Local 1 (“Union”) as the sole and exclusive bargaining representative for the Employer’s operations at Chicago’s O’Hare International Airport (ORD) (the “Airport”) for all the Employer’s non-supervisory, non-confidential regular full-time and regular part-time employees assigned to work at the Airport.
- 1.2 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts and Sites (as defined in Article 7) at ORD that are subject to the Agreement where it provides services. Up to four (4) times per year upon the Union’s written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, email, phone number, job classification, work site, employee identification number, shift, Seniority Date, present wage rate of each employee assigned to each account/Site and part-time or full-time status designation as defined in Article 15 (“Employee Information”). The Employer is not required to provide Employee Information concerning accounts which exist for thirty (30) continuous work days or less and are not regularly reoccurring (“Temporary Accounts.”)
- 1.3 Within one (1) week of notification that the Employer has obtained additional work, except Temporary Accounts, within the scope of this Agreement, the Employer shall notify the Union in writing of the additional work and the date on which it is to commence performing such work.
- 1.4 This Agreement shall govern any such additional work in ORD or MDW to which it may lawfully apply. The Employee Free Choice Procedure (“EFCP”), attached as Attachment A, shall apply to any additional work which may not be lawfully accreted to the bargaining unit under this Agreement. Upon union recognition pursuant to the EFCP, this Agreement shall apply.

Article 2. Contract Enforcement

- 2.1 Subject to property holder approval, authorized Union agents shall have access to the Employer’s work sites in secure and non-secure areas including breakrooms/

areas, to enforce this Agreement, provided that the Union representative gives reasonable but not less than twenty-four (24) hour advance notice to the Employer. The Employer shall make every effort to escort Union Representatives into secure areas, including access to all breakrooms. Union shall not delay or otherwise impede Employees from work when visiting the break room. Union visitation shall not interfere with conduct of the Employer's business or employees working. The Union shall indemnify and hold harmless and promptly reimburse the Employer, its affiliates and assigns, directors, officers, and employees (the "Indemnified Parties") from and against any all liabilities, damages, losses, claims, fines, penalties, assessments, and demands, including all fees, costs and expenses incidental thereto, that may be charged to, asserted against, or incurred by the Indemnified Parties by reason of the any loss, damage, or injury of act due to activities and/or actions of the Union or any Union representative constituting a security breach. The Employer shall provide one (1) hour every six (6) months for the employees to meet with the Union on non-work time to assure proper implementation of the contract.

- 2.2 The Employer shall recognize union-designated Shop stewards. The Union will provide the Employer with a list of Stewards designated by the Union. The Employer shall recognize up to fifteen (15) Stewards, and five (5) alternates. Shop Stewards have no authority to take strike action or any other action interrupting the Employer's business.
- 2.3 A shop steward may conduct Union business and/or communicate with employees about Union business on working time only with the Employer's authorization.
- 2.4 Stewards shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union, and the parties agree this will be unpaid time.
- 2.5 The Employer shall furnish a bulletin board at a conspicuous site in each of the Employer's sites where a bulletin board is practical and permitted by the customer, and in those circumstances, shall permit representatives of the Union, including stewards, to post notices pertaining to Union affairs on the bulletin board. Nothing of a derogatory nature toward the Employer or others may be posted on the bulletin boards.
- 2.6 The Union shall have the right to inspect the Employer's bargaining unit personnel/discipline/employment records up to two (2) years back to determine compliance with this Agreement, provided that reasonable advance notice is given to the Employer describing with specificity the records the Union desires to inspect, the reason for the request, and that such inspection shall occur at a mutually agreed upon time during normal business hours.
- 2.7 Union Stewards shall be given no more than (3) paid days off in each contract year for training, provided that no two stewards from the same classification at the same

worksite on the same shift are off for such training on the same days. The Union shall notify the employer at least fourteen (14) calendar days prior to the training.

Article 3. Union Security and Check-off

- 3.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31st day following the date this Article applies to their work-site or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 3.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within fifteen (15) days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.
- 3.3 Upon written request of the Union, the Employer agrees to deduct monthly dues, initiation fees, and agency fees, or Political Action Fund (COPE) contributions from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary dues deduction authorization forms. The parties acknowledge and agree that the term "when authorized by the employee in writing" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

At the time of hire the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, and a check-off authorization form. When the Employer holds orientation or training for newly hired employees, the Employer will give the Union notice reasonably in advance (no less than seventy-two (72) hours) of each such orientation and will grant a Union representative thirty (30) minutes to address the employees in

attendance on paid time and will afford the Union representative the opportunity to collect Union authorization cards at that time. Union shall not disparage Employers and/or Employees (whether bargaining members or management) during orientation.

- 3.4 If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section by the twentieth (20th) day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one percent per month beginning on the thirty-first (31st) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 3.5 If an employee does not revoke his or her dues check-off authorization not less than thirty (30) and not more than forty-five (45) days prior to their annual anniversary date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 3.6 The Employer shall maintain accurate employee information and transmit dues and all legal assessments deducted from paychecks of employees who have authorized such deductions in writing to the Union. The payment shall be accompanied with information for whom the dues are transmitted, the last four digits of the employee's social security number, and the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's site or site change, whether the employee is part-time or full-time, the employee's address and the employee's classification. The Employer agrees to remit the amount deducted to the Union by the end of the month after the deductions are made by the Employer. In addition, the Employer shall include a list of employees who are no longer employed by the Employer for the month for which the dues are submitted.
- 3.7 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer in reliance upon the Union's request to terminate any employee under this Article 3.

Article 4: Discharge and Discipline

- 4.1 The Employer shall not discipline or discharge employees without just cause after completion of a ninety (90) day probationary period; provided however that employees for whom the Union is the collective bargaining representative of the incumbent employees being acquired or assumed by the Employer as a result of a contractor transition as regulated in Section 6.1 shall not have to serve a new probationary period upon such transition. The Employer shall conduct its own investigation of the circumstances surrounding the alleged misconduct before

imposing any discipline but may suspend an employee during investigation in certain grievous offenses. The employer will use all reasonable efforts to complete the investigation within fourteen (14) days of the date on which it became aware of the alleged incident leading to the suspension. If the employer requires additional time to complete the investigation due to circumstances outside the Employer's control, this time provision shall be extended to accommodate the additional time needed to complete the investigation. If no discipline is issued after the investigation is complete, the employee shall be made whole.

- 4.2 The Employer agrees to abide by the principles of progressive discipline with the understanding that there are certain offenses, some of which are listed below, which may result in suspension or immediate termination. All discipline shall be issued in writing as soon as possible from the date of the alleged discipline. All employees shall receive written notice of all disciplinary actions at the time when the discipline is issued. Such notice shall state the alleged violation, the date and the disciplinary action being imposed. The parties agree that there are certain offenses which are more serious and may not warrant progressive discipline, such as, but not limited to, intoxication, sexual harassment, theft, serious safety violations, violence or threats violence.
- 4.3 Upon request of an employee, a member of the Union's staff or one of its Stewards shall have the opportunity to be present for all disciplinary meetings, and all investigative meetings involving bargaining unit employees. Disciplinary actions, shall not be relied upon for purposes of progressive discipline if the employee does not receive any discipline for a period of twelve (12) consecutive months following the last issuance of discipline; except that for suspensions or final warnings the period shall be eighteen (18) consecutive months from the date of the suspension or final warning.
- 4.4 Any temporary employee or employee who has not completed his/her trial ninety (90) day period may be discharged or disciplined by the Employer in its sole discretion. No question concerning the discipline or discharge of any such employee shall be the subject of the grievance procedure.
- 4.5 Employees shall be given an six (6) minute grace period for punching in for a shift.
- 4.6 Employees shall not be required operate equipment in areas of the airport in which they are not badged for by the Chicago Department of Aviation.

Article 5. Grievance/Arbitration

- 5.1 Any disputes or differences involving the meaning or application of this Agreement that arise between the Employer and the Union shall be resolved as provided in this Article.

- 5.2 All grievances, except a grievance involving direct monetary issues (such as, but not limited to, pay, paid leave, and dues deduction and remittal), shall be brought within twenty-one (21) calendar days after the Union or Employer, as the case may be, has knowledge or should have had knowledge of the dispute.
- 5.3 Step 1: An employee and/or Union Representative may consult directly with an Employer-Supervisor and/or member of Management for the purpose of resolving any grievances, or on a matter that does not necessarily constitute a grievance. In any case, where the Union or the Employer is not satisfied, with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, the Union or the Employer may submit the complaint as a grievance within the time set forth in paragraph 5.2 above. The grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated, and the date the alleged violation occurred. If requested by the Employer, the Union will provide additional details and/or clarification regarding the subject of the grievance. If requested by the Union, the Employer shall provide additional details and/or clarification regarding the subject of its grievance.
- 5.4 Step 2: If the Employer representative at Step 1 fails to issue a timely decision at Step 1, or if the grievance cannot be resolved at Step 1, the grievance may be appealed to Step 2 by the Union by reducing the grievance to writing on the Union's forms and submitted to the employee's Duty Manager within ten (10) calendar days after receiving the Step 1 decision. The Company and its representative shall hold a grievance meeting with the employee and the Union. The Company's representative shall issue a written decision within five (5) calendar days from the date that the Step 2 grievance hearing was held. If the grievance is settled, such settlement shall be reduced to writing and signed by the parties. If the matter is settled at Step 2 the grievance shall not be processed further. If grievance is not timely appealed as described in Section 5.5 then the grievance is considered withdrawn.
- 5.5 Step 3: If the grievance is not resolved at Step 2, the Union may appeal the decision to Step 3 by presenting the grievance to the station General Manager, the grievance decision from Steps 1 and 2, and any supporting documentation, within ten (10) calendar days from the date the Step 2 decision was received. The Company and the Union will hold a Labor Management Grievance Adjustment Meeting to attempt to resolve the grievance which shall occur within thirty (30) days from the date of appeal to Step 3. The Adjustment Meeting Panel shall consist of two (2) representatives each from the Company and the Union. The Union and the Company shall each present their positions to the Adjustment Panel, who shall privately confer to attempt to resolve the grievance. If the parties are able to resolve the grievance at the Adjustment Meeting, the grievance will be considered closed, and such settlement shall be reduced to writing and signed by the parties. Step 2 decisions shall not serve as precedent.

If the parties are unable to resolve the grievance at Step 3, the Grievance may be appealed to arbitration by the Union, but not the employee, by serving on the Director of Labor Relations within thirty (30) calendar days from the Step 3 meeting a written notice of its intent to appeal the grievance to arbitration. If such notice to appeal to arbitration is not timely filed with the Director of Labor Relations, it shall constitute a waiver of the Union's right to appeal the grievance to arbitration, and the Company's Step 2 decision shall be final.

- 5.6 A policy or harassment grievance may be initially filed at Step 2. A policy grievance is a grievance involving only the interpretation, application, or a claim of breach or violation, of the Agreement as distinguished from a grievance affecting an individual employee or group of employees.
- 5.7 If the matter is not settled in Section 5.5, either party may submit the grievance to arbitration by serving a written request to arbitrate, within the specified time limit, to the FMCS under the rules of that agency with a copy to the other party asking for a panel of five (5) arbitrators with offices in the Chicago area. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The parties shall share equally the Arbitrator's fees, expenses, and hearing room costs, but costs such as witnesses, and other such items shall be borne solely by the party incurring such costs.

- 5.8 The procedure outlined herein shall be the sole and exclusive method for the determination of all such issues between the Union and the Employer. The Arbitrator shall have the power to grant any remedy to correct a violation of this Agreement, including but not limited to, damages and mandatory orders. The arbitrator shall not have the power to add to, delete from or modify the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.
- 5.9 Grievants and witnesses attending grievances meetings, but not arbitration hearings, if held during their regularly scheduled hours shall be paid during such attendance if they are current employees at the time of the hearing.
- 5.10 All formal grievances under this Agreement may only be brought by the Union or Employer alone and no individual shall have the right to compromise or settle any claim without the written permission of the Union.

Article 6. Contractor Transition

- 6.1 When acquiring or otherwise assuming the servicing of an account or contract within the scope of this Agreement where the Union is the collective bargaining representative of the employees being acquired or assumed by the Employer, the

Employer shall offer employment, in order of SEIU Local 1 Seniority Date to the incumbent employees who have been working at the account immediately before takeover, subject to applicable law and the Employer's hiring and employment standards. The Union shall provide the Employer with a list of incumbent employees and their SEIU Local 1 Seniority Dates as soon as possible but in no case no more than thirty (30) days after the Employer's request for such list. Employees who are on an authorized leave of absence, vacation or off work because of on-the-job illness, on-the-job injury, or off-the-job short-term illness or injury, shall be included in the list of incumbent employees provided by the Union who may be subject to hire by the Employer pursuant to this article. The Union is solely responsible for providing accurate SEIU Local 1 Seniority Dates for incumbent employees and the Employer is entitled to rely upon the same.

- 6.2 The Employer shall notify the Union in writing as soon as practicable after the Employer receives written cancellation of an account or part of an account. The Employer shall provide to the Union a list of all affected employees and their Employee Information after it has determined its operating plans for the remaining time that it will be the Employer on the account.
- 6.3 When assuming a new account, the Employer shall provide the Union a list of all newly hired employees and their Employee Information as soon as is practicable.

Article 7. Seniority, Vacancies and Bidding for Shifts/Schedules

7.1 Definitions:

- 7.1.1. Seniority Date shall be defined as the first day of continuous service with the current Employer and any previous employers at ORD or MDW represented by the Union.

Classification seniority under this Agreement shall accrue from the time the employee enters the job classification into which he/she is currently assigned.

When two (2) or more employees have identical Seniority Date or Classification Seniority, rank shall be determined by the last four digits of their Social Security numbers, the lower number being the most senior.

- 7.1.2 A "Site" shall be defined as all cargo related properties or aircraft.

- 7.1.3 Seniority Preference:

Seniority Date shall govern all employees covered by this Agreement in preference of layoffs, re-employment after layoff, in bidding vacancies of new

jobs, and promotions provided that in each case the employee meets the qualifications for the job.

Classification seniority shall govern all employees covered by this Agreement in preference of shifts provided that in each case the employee meets the qualifications for the job.

Seniority Date shall not be considered for promotions to supervisory positions or positions not covered by this Agreement.

Seniority Date shall govern the award and selection of vacation days.

7.1.4 “Classification” is the classification or department as defined by the Employer, which shall be as follows:

- Office Agent
- Cargo/Warehouse Agent
- Ramp Agents
- Office Lead
- Ramp Lead
- Warehouse Lead
- Builders
- Load Masters

7.1.5 Posting Of Vacancies and Filling Of Vacancies

Whenever any permanent job in the bargaining unit becomes vacant the Employer, for seven (7) days, will post a notice which shall state the vacant job classification, department, rate of pay and the qualifications, experience, training, education, demonstrated ability, and other prerequisites, if any, needed to fill the vacant job. Employees who have successfully completed their probationary period who wish to apply for the vacancy may do so in writing during the period the notice is posted. The Company shall fill the vacancy with the applicant with the most seniority provided he/she has the skill and ability to do the job; provided, further however, that (1) the successful applicant shall receive the rate of pay of the new job when he/she actually performs the work of the new job; (2) the Company may temporarily fill any vacant job until the successful applicant is selected and the vacancy filled; (3) the employee shall receive a reasonable qualification period not to exceed thirty (30) working days to successfully perform the job. If the applicant is unable to perform the work satisfactorily, the employee may be removed from the new job and the employee may return to his/her old job and old rate of pay, without loss of seniority or benefits so long as a position in the classification remains available or other open position to which they are qualified; (4) a successful applicant must remain on the job to which he/she has been selected for 6 months before he/she may apply for another posted job.

- 7.1.6 Seniority shall continue to accrue while an employee is on leave of absence for less than three (3) months. An employee shall not accrue seniority while on lay off.
- 7.1.7 Seniority rights are lost if any employee: 1) resigns 2) is discharged for cause without reinstatement, 3) fails to report or communicate within seventy-two hours after a notice of recall sent via text and email by the Employer to the employee at his/her last mobile phone number and email address of record on file with the Employer, 4) is laid-off or absent due to a workers compensation claim for more than twelve (12) months or for the employee's length of service, whichever is less, 5) unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement, 6) takes replacement employment elsewhere during the period of a contractual leave of absence in which the Employer reasonably objects, 7) is discharged for any reason during his/her probationary period; 8) the employee is not recalled to work after twelve (12) months on furlough.
- 7.1.8 An employee whose seniority is lost for any of the reasons outlined in Section 7.1.7 above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire said employee after the loss of seniority shall not be subject to the grievance and arbitration procedure.

7.2 Seniority list:

- 7.2.1 The Employer shall post a seniority list quarterly at a conspicuous place on the Employer's premises, in accordance with Section 2.5, with a copy furnished to the Union.
- 7.2.2 Any employee who questions his Seniority Date must notify the Union and the Employer within thirty (30) days of the posting date. If the Union and the Employer disagree on an employee's Seniority Date, the issue may be resolved through the grievance and arbitration procedure

7.3 The seniority list shall be updated quarterly with a copy sent in electronic spreadsheet form to the Union.

Applications of Seniority:

- 7.3.1 Employees with one (1) year of seniority or more shall inform the employer in writing if they want to transfer into a different job within their classification as defined in Section 7.1.4. When there is a vacancy, the Employer shall fulfill such requests in the order of Employer Seniority and qualification and section 7.1.4. Employees who transfer may have different days off and may have their wage adjusted lower due to wage differentials.

- 7.3.2 Layoffs of affected employees due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of Seniority Date in the classification, provided the remaining employees have the requisite knowledge, skills, ability, and experience to perform the remaining work. Recalls and increased hours shall be in order of Seniority Date, so long as the employee is capable of performing the work. It is understood that an employee who has been employed in the classification has the requisite knowledge, skills, ability, and experience to perform that work. An employee shall lose his/her recall rights if not recalled to work after twelve (12) months on furlough.

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.

If an employee fails to inform the Company of his/her intent to accept the recall opportunity within seven (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.

If laid off employees are recalled they shall be recalled in seniority order.

- 7.3.3 Classification Transfers: The Employer shall make available to the Union a list of all available open shifts within a Classification upon request and employees in the given job classification shall notify the Employer if they are interested in transferring into an open position within their classification. The Company shall fill the vacancy with the applicant with the most seniority
- 7.3.4 Except as provided for in Section 15.11, and where operationally infeasible, overtime shall be offered to employees at the site and classification who sign a list volunteering for overtime. The Employer shall post a list monthly where employees may volunteer to be called in for additional hours on specific days when they are not scheduled to work. Overtime shall be awarded equitably among the volunteers by seniority. Overtime assignments shall be posted at least twenty-four (24) hours ahead of an assignment.

7.4 CS Policy

Employees within the same classification shall be permitted to trade work

days and shifts upon written approval from the Employer, which shall not be unreasonably denied. Employees are responsible for the obligations incurred as a result of such agreed upon trades. Such shift trades shall not incur unapproved overtime.

Article 8. Workload/Reductions

- 8.1 When airlines make planned reductions in service schedules (such as seasonal fluctuations or elimination of scheduled flights), the Employer may reduce regularly scheduled hours. In such cases, the Employer will provide notification in writing to the Union within a reasonable time period upon notification by the customer of the reduced service schedule. The Union, upon receiving notice of such proposed change, agrees to meet with the Employer concerning a reduction in total hours of work at that job site.
- 8.2 When unplanned flight delays or cancellations result in a temporary reduction in the need for service, the Employer may make corresponding reduction in schedules on the impacted shift(s) or work group(s), provided said reductions are applied in order of seniority at the site and in the classification unless operationally impractical.

Article 9. Picket Line/No Strike Clause

- 9.1 There shall be no strikes (including, but not limited to, slowdowns, walkouts, sit-downs, picketing, stoppages of work, public hand-billing against the Employer, concerted refusal to work overtime, retarding of work, or boycotts) or other cessations of work by the employees covered by this agreement or the Union, or lockouts by the Employer. In the event of a strike by another labor group affecting the customer's property or operations, the employees will remain on the job but will not be required to assume duties outside the scope of this Agreement.

In the event of any violation of this Article, the Union shall:

1. Publicly declare that such action is unauthorized;
 2. Immediately notify all bargaining unit members by electronic communication that such action is unauthorized and will provide a copy of such notice to the Company; and
 3. Promptly direct its members to return to work immediately.
- 9.2 Because of the effect of such actions on the Employer and its accounts at ORD or MDW, the Union may not engage in a complete or partial sympathy strike and employees may not refuse to work by honoring picket lines in any manner. The foregoing notwithstanding, in the event the Union is directing picketing against another employer at ORD or MDW at a Site where employees work, the Union and Employer shall coordinate picketing and designate entry and egress for

employees at such picketed sites to provide at least one non-picketed entrance for employees.

- 9.3 The closing of any of the Company's facilities or any part or department of any of the Company's facilities, the layoff of employees for business reasons, or the curtailing of any of the Company's operations shall not be construed to constitute a lockout.
- 9.4 In the event employees engage in unauthorized action under this Article and fail to return to work after being notified to do so by the Union pursuant to 9.1, they shall be subject to appropriate disciplinary measures including immediate discharge. Notwithstanding any other provision of this Agreement, the Company may take action as it deems necessary to maintain continuation, efficiency, and economy of operations.

Article 10. Leaves of Absence

10.1.1 Any bargaining unit 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 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.

During all approved leaves of absence, employees shall retain and accrue seniority. 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 twenty-one (21) calendar days prior to commencement of the leave, unless the need is for a bonafide emergency. A request will be considered as "received" when all information required by the Company for evaluation of the leave request has been provided.

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.

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.

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.

An employee's accrued leave, when available, shall be taken concurrently with unpaid leave.

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.

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

10.1.2 The Employer may require an employee to provide documentation establishing the existence of a bona fide emergency immediately upon his or her return to work. A "bona fide emergency" for purposes of this section is a genuine and verifiable emergency circumstance that is unrelated to illness, injury or disability that requires the employee's immediate and prolonged absence from the workplace and for which leave is otherwise unavailable to the employee through federal, state or local leave laws.

10.1.3 An employee who fails to return to work after a personal leave of absence or who accepts employment elsewhere during the leave period will be deemed to have resigned.

10.2 The Employer shall provide up to three (3) employees annually with unpaid leaves of absence for union related activities of up to four (4) months each where operations permit, provided that such leave shall not be unreasonably denied.

Upon such authorized leave, the Employee must surrender his/her airport ID badge allowing SIDA access. The parties recognize that, when such leave exceeds 30 days, the employee may be required to complete a re-badging process before returning to work. Where re-badging is required, the Union and the Employer will cooperate and schedule necessary appointments so that the employee's return may be implemented, to the extent practicable, on the date the leave is scheduled to conclude, and the Union shall reimburse the Employer for fees actually incurred by the Employer to complete the re-badging.

10.3 The Employer shall comply with all applicable federal, state, and local law concerning family, medical or sick leave.

Article 11. Vacation Leave

11.1 Employees shall be provided paid vacation according to the following schedule:

11.1.1 Employees with Local 1 Seniority Dates shall accrue vacation on a pro-rata basis each year according to the following schedule:

Total Years of Credited Service	Vacation Accrual per weekly pay cycle	Maximum Annual Vacation Accrual
0.0 to 1.0 Year	.77 Hours	40 Hours (5 days)
1.0 to < 4.0 Years	1.54 Hours	80 Hours (10 days)
4.0 to < 14 Years	2.31 Hours	120 Hours (15 days)
14.0 to < 19.0 Years	3.08 Hours	160 Hours (20 days)
19.0 to < 24.0 Years	3.85 Hours	200 Hours (25 days)
24+ Years	4.62 Hours	240 Hours (30 days)

11.2 Vacation Bid. Beginning January 1, 2024, the Employer shall post a Vacation Bid opportunity between January 1 and January 30th annually. Employees may submit their Vacation Bids during the opportunity period for Vacation Weeks in the upcoming calendar year. Subject to the Employer's operational needs, the Employer will approve Vacation Bid requests by employee department, shift, work location and seniority. The Employer shall notify the employees about the result of the Vacation Bid by March 1st of each year. Requests for vacation outside this bid process shall be considered on a case-by-case basis, but vacation awarded through this bid process shall take precedence. Outside of the yearly bid process, the Employer shall have fourteen calendar (14) days from the receipt of a written vacation request made on a company provided form, signed by the employee and turned into the proper supervisor to provide a written response approving or denying the request and reason for denial, if applicable. If the Employer fails to issue a written response within 14 calendar days, the request shall be approved by default. There shall be no set blackout periods for vacation.

11.3 Vacation pay shall be paid at the employee's regular hourly rate of pay on the payroll in which the Vacation Week(s) are taken. The number of paid hours per vacation day shall be equal to the number of paid hours in the employee's regular schedule.

11.4 In the event an employee is on approved leave under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) and has exhausted all accrued paid time off (PTO) as provided for in Article 12, the employee may use available vacation toward such leave regardless of the Vacation Bid process. Any Vacation Weeks previously scheduled through the Vacation Bid process will be removed from the schedule if vacation is applied toward an FMLA or ADA leave.

11.5 Employees shall be paid all accrued unused vacation days upon termination of employment, including termination of employment resulting from the Employer's loss of an account covered by this agreement.

11.6 Employees can elect to roll-over up to forty (40) hours of vacation to the following calendar year.

Article 12. Paid Sick Leave

12.1 The parties recognize that the City of Chicago's paid sick leave law (Municipal Code of Chicago Chapter 1-24) and any executive orders of the Mayor pertaining to paid sick leave are not applicable to employees covered by a bona fide collective bargaining agreement. This article is expressly intended to supersede any previous paid sick leave policy established by the Employer except, to the extent, that the Sick Leave Ordinance gets modified to require more than five sick leave days per year. If that should happen the parties agree to abide by the Ordinance change.

12.2 Accrued paid sick leave balances of employees covered by this Agreement, earned prior to the effective date of this Agreement, may be used in accordance with this Article.

12.3 Employees shall accrue one (1) hour of paid sick leave for every forty (40) hours worked, up to forty (40) hours within a Calendar Year. The Calendar Year shall be the 12- month period running from January through December beginning with the first payroll check on or after January 1 through the last payroll check on or prior to December 31.

12.4 Employees shall begin to accrue paid sick leave upon commencement of employment. However, accrued paid sick leave can only be used after the employee completes the 90-day probationary period. Employees may not use more than eighty (80) hours of paid sick leave hours in a Calendar Year.

12.5 Up to twenty (20) hours of unused, accrued paid sick leave will carryover from Calendar Year to Calendar Year. Employees shall not be paid out for all unused, accrued paid sick leave upon the employee's termination, resignation, retirement or any other separation from employment.

12.6 All paid sick leave shall be taken in a minimum increment of one full day scheduled for the workday for which paid sick leave is requested and the employee must have accrued paid sick leave available at the time of the absence in an amount sufficient to fully cover it in order for paid sick leave to be used. If an employee's paid sick leave balance is less than the minimum increment, and s/he has accrued the maximum paid sick leave hours for the Calendar Year, the employee may use any remaining accrued, unused paid sick leave in a minimum amount equal to such remaining balance.

12.7 Employees who are on approved leave under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) must use all accrued, unused paid sick leave toward such leave, but may use paid sick leave for such purposes in minimum increments of one (1) hour.

12.8 Employees may not loan accrued leave to another employee or receive an advance from future, unearned paid sick leave.

12.9 Notice and Request to Use paid sick leave:

12.9.1 Employees shall request paid sick leave in writing at least fourteen (14) days in advance of the requested time off. The Employer will approve paid sick leave requests on a first-come, first-served basis by employee department, shift and work location. The Employer shall provide the employee with a written approval or denial of such leave request as soon as practicable after the request is made. An approved paid sick leave request under this Section is considered an Excused Absence.

12.9.2 Employees may request that an unforeseeable absence (whether excused or unexcused) be paid through the application of accrued paid sick leave. An unforeseeable absence for which paid sick leave is applied will be an Excused Absence under the Attendance Article only if: 1) the unforeseeable absence is for the employee's full shift; 2) the employee notified the Employer of the absence at least one (1) hour prior to the shift; 3) the employee has accrued paid sick leave available to cover the full shift; and 4) the employee provides a written paid sick leave request to administration the day the employee returns to work.

12.9.3 Where an Employee has not requested the use of paid sick leave in advance, s/he must submit a written paid sick leave request to administration on the Employer provided form on the day the employee returns to work. The absence will be paid as paid sick leave only if the employee submits the written paid sick leave request as required herein.

12.9.4 If an employee requests (3) or more consecutive days of paid sick leave for personal illness or the illness of a covered family member as recognized under the FMLA and/or state law, reasonable documentation from a health care provider may be required.

12.9.5 Paid sick leave shall not be applied toward a No Call/No Show absence. The Employer may, at its discretion, approve paid sick leave to cover such an absence where the Employee notifies the Employer, as soon as practicable, of unusual circumstances that made it impossible for the Employee to call in (e.g. the employee was incapacitated), however discipline may still be assigned.

12.9.6 Paid sick leave under this Article provides employees with paid time off from work and has no bearing on how absences, tardiness, or leaving early are treated except for the narrow exceptions described in Sections 12.9.1 and 12.9.2 above.

12.9.7 Use of paid leave under this Article shall be considered excused leave and shall not be used under the Attendance Policy except for proven patterns of abuse.

Article 13. Health Insurance

13.1 Employees shall maintain current eligibility under the Employer sponsored health plans as offered to all Swissport employees through calendar year 2024.

13.2 The Union and Employer shall meet starting around August 1, 2024 to bargain over implementation in January 1, 2025 of a Union sponsored health plan or other alternative. This reopener shall be specifically for implementation of a health insurance plan and premium costs covering bargaining unit employees and shall not apply to any other article or sections of this agreement.

Article 14. Holidays

14.1

New Year's Day	Independence Day
MLK Birthday	Labor Day
President's Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth Holiday	Christmas Day

** Each bargaining unit employee shall receive two (2) floating holidays per contract year. Floating holidays shall be taken with prior approval from the Employer, such approval shall not unreasonably be denied. Floating holidays must be taken on at least four (4) hour increments.

14.2 To be eligible for holiday pay on any holiday (worked or not worked) all employees must work the scheduled day before and the scheduled day after the holiday.

14.3 If federal law designates a date other than the calendar date of one of the listed holidays for observance of that holiday, the date designated by law shall be considered the holiday.

14.4 An employee who works on a holiday listed in this Article shall receive straight time (holiday pay) plus regular time for the hours worked on the holiday, as long as they have worked the scheduled day before and the scheduled day after the holiday as stated in section 14.1 above.

14.5 For full time employees whose regular day off falls on a holiday, the employee will receive eight (8) hours of holiday pay. Holiday pay will not be paid to an employee who is scheduled to work and fails to work as scheduled.

14.6 When a full time employee requests the holiday off and requirements of the business allow, the employee may be given the holiday off and will still receive holiday pay. The Employer agrees that it shall not use layoffs during holidays to avoid paying holiday pay.

Article 15. The Workweek, Overtime and Method of Pay

- 15.1 The Employer shall establish and maintain a regular work week indicating the weekly start and end days and times. Any work performed over forty hours in a week or any hours paid over regularly scheduled hours for full-time employees shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one site shall have their hours combined in determining their overtime pay.
- 15.2 The Employer shall be free to set the hours of employment, provided that a normal work week for full-time Employees which shall consist of no less than forty (40) hours. Employees shall be scheduled two (2) consecutive days off in each work week, however days off may be non-consecutive by mutual agreement. If non-consecutive day-off schedules are required, the Employer will survey for volunteers to fill such position(s). If there are not enough volunteers to fill these positions, the Employer may mandate, in inverse seniority order, that employee(s) fill such positions. Each shift shall have a scheduled start and estimated end time.
- 15.3 The Employer shall endeavor to use full time employment whenever possible and shall in no way use part time employment in order to reduce any standards or benefits enjoyed by full time employees covered by this Agreement.
- 15.4 Employees shall be able to request a copy of their schedule at any time.
- 15.5 Each workday an employee is required to report without at least (eight) 8 hours prior notice to not work, except for last minute changes to incoming flights unless an employee is already on site, shall be paid a minimum of four (4) hours pay unless 1) the employee is removed from work for disciplinary reasons; 2) the employee requests to leave work early and the Employer approves the employee's request; 3) the employee leaves work early without authorization.
- 15.6 The Employer shall not use split shifts to schedule, except for Ramp Agents with flex schedules. Such employees shall be guaranteed a minimum of eight (8) hours' pay for each day worked so long as employees are able to work in other job classifications for which they are trained.
- 15.7 Any employee who is required by the Employer to remain on the job site shall be paid for all such time, including overtime, regardless of whether work is performed.
- 15.8 Any employee who is required by the Employer to travel in the course of performing his/her work assignments shall be paid eight (8) hours for travel day.
- 15.9 All wages, including overtime, shall be paid in accordance with the Employer's current practice of weekly paychecks, with an itemized statement of payroll deductions and paid time off provided to the employee on the pay stub (either electronically or paper). If a regular pay day falls on a holiday, employees shall be paid on the preceding day.

- 15.10 In the event the Employer changes schedules for reasons other than those described in Section 8.2, the Employer shall provide notice of changes in regularly scheduled shifts at least two (2) weeks in advance if aware within that time frame or notice shall be given as soon as the Employer is aware of change. The Employer shall provide 72-hours' notice of any short-term changes.
- 15.11 If there is no other way to complete the work required, the Employer shall make all reasonable efforts to avoid requiring mandatory overtime. In such instances where mandatory overtime is required, the Employer shall give employees as much notice as possible, but no less than a minimum of two (2) hour notice before the end of an Employee's scheduled shift. If notice is less than two (2) hour prior to end of shift, employees shall not be required to work mandatory overtime and shall not experience any repercussions. Overtime will be awarded among volunteers on a first-come, first-served basis.
- 15.12 Relief: No employee shall leave her or his assigned post or take any break without the prior approval of the employee's supervisor or the Employer's manager and without proper relief in attendance. The Employer shall provide reasonable relief to employees.
- 15.13 Breaks: Employees who work more than four-and-one-half (4.5) hours in a scheduled shift shall be entitled to an unpaid meal break of at least ½ hour. The unpaid lunch break shall be scheduled at least two hours after the start of an employee's shift and not less than two hours before an employee's shift end. Employees who work a scheduled shift of 11 hours or more shall be entitled to a second unpaid meal break of at least thirty (30) minutes. Employer shall provide additional unpaid meal breaks consistent with this provision in the event employees are required to work unscheduled hours in addition to their scheduled shift. Full-time employees shall be given two (2) fifteen (15) minute paid breaks per shift, one taken in the first half of the shift and the other taken in the second half of the shift. Part-time employees shall be given a paid fifteen (15) minute break for every four (4) hours scheduled to work. Employees shall have the option of combining their unpaid lunch and two paid breaks into a one hour lunch period (30 minutes paid) upon mutual agreement between the employee and supervisor.
- 15.14 Managers and supervisors shall not perform bargaining unit work when bargaining unit personnel are immediately available to perform such work.
- 15.15 All employees other than night shift shall have their re-badging process scheduled during their regular work shift on paid time. Upon timely verified completion of re-badging process, the Employer shall pay night shift Employees a bonus equivalent to four (4) hours at straight time rate of pay for completing the badging process outside of work hours.
- 15.16 Employees assigned tasks involving forklift operation within the last fifteen (15) minutes of their shift shall have the option to either stop their work in order to clock

out on time with notification to their supervisor or complete the assigned task beyond the end of their regular shift.

Article 16. Successors, Assigns and Subcontracting

- 16.1 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit for the purposes of circumventing the terms of this Agreement.

Article 17. Non-Discrimination

- 17.1 There shall be no discrimination, harassment or retaliation against any employee by reason of race, creed, color, age, disability, national origin, sex, gender identity, sexual orientation, union membership, or any characteristic protected by law. The parties agree that all employees (Bargaining Unit and Management) and Union representatives shall be treated with dignity and respect, but alleged failure to so shall not be subject to the grievance process. Instead, if an allegation is made about the breach of dignity and respect portion of this Section, the parties agree to meet in order to discuss the issue with the goal of finding a productive resolution.
- 17.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article 18. Wages

- 18.1 Effective on March 1, 2023, the minimum wage for unit employees shall be \$18.00 per hour.
- 18.2 Effective on July 1, 2024, the minimum wage for all employees shall be the minimum rate established by the City of Chicago Department of Aviation pursuant to Section 12.11.2 of the CSPP announced on or before June 1, 2024, except for those employees working in classifications listed in 18.8.
- 18.3 Effective on July 1, 2025, the minimum wage for all employees shall be the minimum rate established by the City of Chicago Department of Aviation pursuant to Section 12.11.2 of the CSPP announced on or before June 1, 2024, except for those employees working in classifications listed in 18.8.
- 18.4 Any work performed between 10:00 PM and 7:30 AM shall be paid a shift differential of \$2.00 per hour.
- 18.5 Employees assigned by the Employer to train bargaining unit employees shall receive a training wage of \$1.50 an hour above their regular hourly pay for all hours spent training.

18.6 Employees working in the following classifications shall receive the stated amount of premium hourly pay for all hours worked:

- TSA Screeners shall receive a premium of \$1.50 per hour for all hours worked.
- DG Specialists shall receive a premium of \$1.50 per hour for all hours worked..
- Swissport certified forklift operators shall receive a premium of \$.75 per hour for all hours worked.
- Ramp Agents with Flex Schedules shall receive a premium of \$1.00 per hour for all hours worked.
- Employees with Cross-Function Certifications (two or more of the above certification/jobs) shall receive a premium of \$1.50 per hour for all hours worked.

18.7 No wages shall be reduced as a result of this Agreement.

18.8 Minimum Wage Rates for Classifications and General Increases:

Swissport Classifications:

Classification		2/1/24	7/1/2024
Office Agent	Start	\$18.00	\$18.50
	After 90 Days	\$18.50	\$19.00
	After 1 Year	\$19.25	\$19.75
Cargo/Warehouse Agent	Start	\$18.00	\$18.50
	After 90 Days	\$18.50	\$19.00
	After 1 Year	\$19.25	\$19.75
Ramp Agent	Start	\$18.00	\$18.50
	After 90 Days	\$18.50	\$19.00
	After 1 Year	\$19.25	\$19.75
Office Lead		\$23.00	
Warehouse Lead		\$23.00	
Ramp Lead		\$23.00	
Builders		\$26.00	
Load Masters		\$23.75	
	ATB Increase:	\$0.35	\$0.40

*** Employees shall receive the rates above for their classification or the ATB increase, whichever results in a higher increase.

No later than January 1, 2025, the Parties agree to reopen the contract for the purposes of negotiating wage increases for Year 2 of this Agreement. No later than January 1, 2026, the

Parties agree to reopen the contract for the purposes of negotiating wage increases for Year 3 of this Agreement. The parties may mutually agree to negotiate Year 3 wage along with Year 2 increases starting January 1, 2025. Only the Article(s) related to wage rates and increases shall be reopened for the purposes of this reopener. If a settlement for any wage reopener is not reached by February 28, 2025 (Year 2) or February 28, 2026 (Year 3), the Parties agree to follow the procedures set forth in Paragraphs 11, 12, and 13 of the Labor Peace Agreement between the Parties in order to settle the wage dispute. Any wages increases negotiated under this section shall be retroactive to February 1 of each respective year.

18.9 Employees shall be paid weekly.

18.10 The Employer agrees to participate in the Qualified Transportation Fringe Benefits program under IRS code § 132(f)(2)(A) Commuter Advantage program provided by Chicago for the CTA or a similar program provided by the Company through MetLife during the designated annual open enrollment period.

Article 19. Management's Rights

19.1 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 explicitly limited by an express provision of this Agreement.

19.2 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 work force.
2. Direction of the work force including hiring, assigning, promotion, demotion and laying-off of employees. The Union can request an opportunity to review the bid sheets and schedules with management and offer suggestions.
3. Location and assignment of work including cross-utilization.
4. Establishing, amending, changing and enforcing reasonable work rules, practices, regulations, and policies pertaining to employees' attendance, conduct, safety and reasonable suspicion substance abuse testing when deemed necessary.
5. Maintaining discipline.
6. Suspending, discharging or disciplining employees, for just cause. All discipline must be issued within a reasonable amount of time from the date the Company becomes aware of the infraction. The Union has the right to grieve if timing is not reasonable.
7. Introducing new job, job classification or departments.
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.

9. The Company shall have the right to subcontract work whenever proper equipment to do such sub-contracted work is not readily available. However, no work for which equipment is available and operating will be subcontracted if there are any employees on layoff status with recall rights who possess the necessary qualifications and ability to perform the work in question.
10. The established practice of "Working Supervisors" will be maintained, however working supervisors shall not be used to reduce bargaining unit staff.

19.3 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.

Article 20. Health and Safety

- 20.1 The Employer and Union shall cooperate in seeking to eliminate accidents and health hazards. The Employer shall provide and maintain a safe and healthy workplace for all employees, and the Employer shall comply with all federal, state and local laws and regulations relating to health and safety. Employees agree to abide by the health and safety rules as they exist and as may be modified from time to time.
- 20.2 The Company, Union and employees shall work together and cooperate in maintaining workplace safety. As such, the Labor Management Committee as described in Article 25 shall periodically review safety procedures to identify areas to improve workplace health and safety.
- 20.3 Any employee injured on the job shall receive timely medical attention. Stabilizing medical attention shall take precedence over drug testing. An employee injured on the job shall report all pertinent information about the injury to his/her supervisor in a timely manner. The employee shall complete an accident report form of occupational injury containing information concerning the injury and forward the report to his/her supervisor.
- 20.4 With the understanding that the airlines control conditions in and around the aircraft and other work locations, the Employer shall take reasonable measures to assure that the planes and other indoors work areas are lit, heated and/or cooled when employees are working there.
- 20.5 If the Employee believes, and has reasonable justification to substantiate this belief, that there is a real and imminent danger of death or serious injury, the Employee shall not be disciplined for asking the Employer to correct the hazard or, if the Employer refuses to correct the hazard, for asking the Employer for an alternative assignment.
- 20.6 No employee shall be required to operate a forklift without training and

Swissport certification.

- 20.7 OSHA approved First Aid Kits shall be stationed throughout the work sites to allow timely access for employees should they need first aid.
- 20.8 The Employer shall pay for a physical examination when such examination is required by the Employer, state, federal or local health regulations.

Article 21. Uniforms and Personal Appearance

21.1 All Bargaining Unit employees shall be provided with uniforms consisting of five (5) pairs of pants, two (2) pairs of shorts, five (5) shirts, one (1) three-season jacket and one (1) winter jacket per classification needs. The Employer shall endeavor to provide uniform gender specific options for its men and women employees for correct fitting of uniform components. The Employer will replace soiled and worn uniforms and components as needed as reasonably determined by the Employer. Furthermore, the Employer will furnish at no cost to the employee coats/jackets, skull caps, gloves and rain/snow gear to all employees who are required to work in exposed areas during inclement weather and short-sleeved uniforms during hot weather. For employees whose assignments require their use, the Employer will furnish safety vests.

21.2 Employees covered by this Agreement shall be able to wear magnetized Union buttons no larger than two (2) inches in diameter, and break-away lanyards with Union insignia where lanyards are allowed.

21.3 The Company reserves the right to establish a reasonable dress code and to enforce reasonable requirements of dress, whether or not such dress items are provided by the Employers or the employee.

21.4 The Company shall reimburse each full-time employee who has one (1) year of continuous service up to \$100.00 dollars annually for the purchase of OSHA approved safety shoes upon submission of the original receipt. Newly hired employees shall receive a pair of work shoes from the Employer

Article 22. Materials and Equipment

22.1 The Employer agrees to provide and to maintain equipment and materials adequate to perform any and all work assignments, as required by law. Employees shall not be responsible for damage to or loss of equipment issued by the Employer unless the employee was at fault due to willful neglect or intentional acts.

22.2 The Employer will provide all necessary supplies and personal protective equipment, as required by OSHA, free of charge. The Employer shall furnish and maintain all such items and replace such items as needed to keep up with regular

wear and tear. Employees shall be responsible for reasonable and regular care.

Article 23. Break Rooms

- 23.1 The Employer shall provide an adequate break room in each facility where employees work.
- 23.2 The Employer shall provide reasonable lockable storage facilities for each employee for them to stow their personal items during shift, to the extent that the Employer has available space. The Employer agrees to meet with the Union to discuss Break Room issues when requested by the Union, up to three (3) times a year.

Article 24. Training

- 24.1 The Union and Employer acknowledge that employee safety and security are of paramount concern, and that Employees possess vital information and experience for improving safety and security.
- 24.2 The Labor Management Committee should seek to improve the quality of training provided to current and new employees.
- 24.3 The Employer agrees to provide health, safety, and injury prevention training to employees prior to doing a job, as required by law.
- 24.4 Where practical, in the event an Employee is required by the employer to perform the job functions of another job classification within this bargaining unit, the Employer will train the Employee in the requirements of that job function before the Employee is required to perform the function.
- 24.5 When doing training required under Section 24.3 or on-the-job training, employees shall not be required to do training unless the employee has been appropriately trained to provide training and employees shall only receive training from employees who have been appropriately trained to give training.

Article 25. Labor-Management Committee

- 25.1 The parties shall create a labor-management committee consisting of up to five (5) Union representatives, selected by the Union, and up to five (5) management representatives, selected by the Employer. It shall seek to resolve workplace problems and improve cargo processing and employee health and safety. The Labor-Management Committee shall meet at least quarterly. Each party shall send a proposed agenda of issues to discuss at least twenty (24) hours prior to the meeting. At the conclusion of the Labor-Management Meeting, an outline of points that were discussed and action points and timelines on those issues shall be shared by the parties.

Article 26. Most Favored Nations

- 26.1 In the event the Union enters into a collective bargaining agreement with a competitor of the Employer at ORD, the terms or conditions of which are more favorable to the competitor than the terms contained in this agreement, the Employer shall have the option of accepting the package of terms and conditions of that CBA in place of those in this Agreement.

Article 27. Bereavement & Jury Duty Leave

- 27.1 The Employer agrees to pay non-probationary employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral. Should a probationary employee need to take off due to death in the immediate family, he/she shall not be paid but will not receive any discipline for work missed. In addition to above, employees shall have the rights to use additional paid or unpaid leave as requested for a bereavement leave.

The term "immediate family" shall mean: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild. In the event the employee is unable to attend the funeral, the employee shall be allowed one day at straight time. One day's pay at straight time shall be given on account of death of an employee's current brother-in-law, sister-in-law, son-in-law or daughter-in-law, aunt or uncle. At the request of the Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer.

- 27.2 Employees who are called for jury duty shall be paid for lost workdays while serving on jury duty up to a maximum of five (5) days. The Employer may require the employee to provide proof of service.

Article 28. – Other Benefits

- 28.1 Full-time employees working thirty (30) hours or more per week shall be provided group life insurance and accidental death and dismemberment insurance in the amount of \$10,000 each.

- 28.2 Bargaining unit employees shall be allowed to participate in all available ancillary insurance benefits offered through the Employer such as Dental, STD, LTD, etc. at the same rates charged to all employees.

- 28.3 **401(k)** All employees age 21 or older who have completed 60 days of service are eligible to participate in the Employer 401(k) Plan at the beginning of any month following 60 days of employment.

Employees join the Plan by completing their enrollment online with the 401(k) administrator, indicating the percentage of pay they wish to invest. The percentage elected will be deducted from each paycheck. Upon enrolling in the Plan, employees will also choose the investment direction for funds contributed to their accounts. Individuals may contribute a minimum of 1% up to a maximum of 100% of pay on a PRE-TAX basis into the Plan, providing their total annual deferral will not exceed the government imposed limit.

Swissport will match the amount of an employee's contribution that the employee elects to save each pay period up to the first 3% of earnings at a rate of 100% and at a rate of 50% for the next 2% that the employee contributes. Employee and employer contributions are immediately 100% vested. Deductions will be made from paychecks before Federal and State income taxes are taken out. This means that an individual's income for tax purposes will be lower and, therefore, so will the taxes. In addition, no current income tax is paid on the money contributed by the Company.

This 401K plan is subject to modification, amendment, and or termination by the employer at any time. The employer will notify the union prior to any material modification.

Article 29. Term of the Agreement

28.1 If the City of Chicago or its Division of Aviation or other governmental entity mandates benefits and/or paid time off changes, the parties will reopen this Agreement to negotiate the implementation of the mandate.


28.2 This Agreement shall become effective on February 1, 2024 and shall continue in full force and effect until January 31, 2027, and shall renew itself without change until each succeeding year thereafter unless written notice of an intended change is served in by either party hereto sixty (60) days prior to said amendable date.

For SwissPort Cargo Services LP:

For SEIU Local 1:

Date:

Date: 2/20/2024





Attachment A

Employee Free Choice Procedure

This Employee Free Choice Procedure Agreement ("EFCP") is incorporated into the collective bargaining agreement ("CBA") between Swissport, LP. ("Employer") and Service Employees International Union, Local I ("Union"), for the purpose of ensuring an orderly environment for the Employer's employees to exercise representation rights granted them under federal law. The EFCP shall apply to the O'Hare International Airport and Midway International Airport (the "Airports").

1. The Employer shall take a neutral approach with respect to the unionization of its employees. The Employer and its representatives (including supervisors, managers and consultants) shall not take any action nor make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by its employees of a collective bargaining representative. The Employer shall not disparage the motive or mission of the Union or the Union itself, including its representatives and agents. The Union shall not disparage the motive or mission of the Employer or the Employer itself, including its representatives and agents.

2. The Employer shall not discriminate, discharge, lay-off or discipline any employee for the reason that he or she has joined the Union, signed an authorization card or engaged in any type of protected union activity. The Union and its representatives shall not intimidate, coerce or threaten any of the Employer's employees concerning their support for, or opposition to, the Union's organizing efforts, or for the purpose of obtaining authorization cards. Violations of this paragraph may be brought to arbitration pursuant to paragraph 8.

3. The Union's campaign will be positive and fact-based and will focus on wages and working conditions at the Airports and how employees can address workplace issues through collective bargaining, union representation and political advocacy.

4. The Employer shall not interfere with the Union's lawful efforts to solicit authorization cards from employees. The Union shall not interfere with the performance by employees of their work.

5. The EFCP shall apply to all employees as set forth in Article I of the collective bargaining agreement.

6. Upon request and a showing that the Union represents a majority of the affected employees, the Employer shall recognize the Union as the exclusive bargaining representative of the employees and they shall be covered by the CBA. Proof of majority status shall be based on signed authorization cards or petitions. Any authorization cards collected prior to or after the execution date of this Agreement shall be considered to be valid evidence of union support so long as they were signed within one (1) year of being presented to verify majority support, provided that the employee who signed such card is active at the time of the card verification and provided that the employee has not in the meantime withdrawn his or her support in writing. Upon request of either party, a mutually agreeable third party shall conduct a review of the names on the cards or

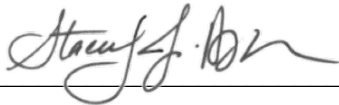
petitions, comparing the names to a current list of employees and verifying that signatures are authentic. The Employer agrees that the foregoing process shall be the sole and exclusive process for determining the Union's majority status. Accordingly, the Employer and the Union waive their respective rights to file petitions before the National Labor Relations Board in order to determine majority status for collective bargaining purposes. Notwithstanding the foregoing, in the event that another union seeks to be certified as the bargaining representative of any of the covered employees by filing a petition with the National Labor Relations Board the Union may intervene or otherwise participate in that proceeding. The Employer shall not extend voluntary recognition to any other labor organization at the Airport.

7. The Employer shall provide employee information to the Union pursuant to the requirements of the CBA.

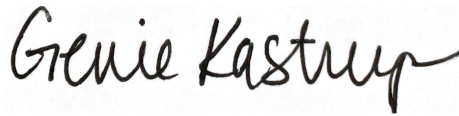
8. The parties agree that any disputes over the interpretation or application of this Agreement shall be resolved pursuant to arbitration procedure of the CBA

9, Neither party may provide notice to the National Labor Relations Board that the Employer has voluntarily recognized the Union pursuant to this Procedure, absent the written consent of the other party, or as may be required by applicable law. Agreed to for:

SwissPort Cargo Services LP:



SEIU Local 1:



Attachment B

ATTENDANCE POLICY

Swissport Attendance and Punctuality

(All Bargaining Unit employees shall start from zero (0) points as of 2/1/24)

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

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

The Attendance Enterprise (AE) is an automated point system – a unit of measure used to track tardiness, absenteeism, and overtime. The (AE) system is designed to start on the hire date of the employee and runs continually. Points shall roll-off on a rolling 12-month basis.

Each employee starts out with 0 points; however, after incurring infractions as mentioned below points will increase:

- No Call, No Show (no notice).....4 Points and a suspension of 2 days for 2nd offense)
- Reported Personal Absence (less than 2 hours notice).....2 Point Incurred
- Reported Personal Absence (2 or more hrs notice).....1 Point Incurred
- Tardy (more than 6 minutes)..... 1/2 Point Incurred

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

Non-Probationary Employees:

0 Points Perfect Attendance

0 Points Perfect Attendance

1 - 3 Points Acceptable Attendance

- 4 Points Documented Verbal Warning, Coaching, Counseling
- 7 Points Written Warning, Coaching, Counseling
- 9 Points Suspension, Coaching, Counseling
- 12 Points Termination

Probationary Employees: (the first 90 days).

- 0 Points - Perfect Attendance
- 1 Point - Written Warning, Coaching, Counseling
- 2 Points - Final written / termination Warning, Coaching, Counseling
- 3 Points - Termination

A. Notification

All absences must be reported no later than two hours before the beginning of the scheduled shift for a reported personal absence. Any absence notification must be given by the employee (in person if at all possible) to a dispatcher **or local standard operating procedure (LSOP)**. If this procedure is not followed, the absence will be considered a no call/no show. If the Hotline Voicemail is full, employees can text/call members of management.

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

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

C. Access to Points

The employer shall make points totals available to all employees as part of the vacation/sick leave tally on an employee’s paycheck or by asking a HR Representative. Beginning no later than 6/1/25, an employee shall be able to check points electronically through a designated App.

D. Roll-off of Points.

- No points assessed in rolling (Sixty) 60 day period.....subtract 2 points
- Each point shall roll off an employee’s record on a rolling 12-month period.

E. Excused and Unexcused Absences

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

Absences That Do Not Count Toward Disciplinary Action (No Points Awarded)

Absences That Are Not Excused

- › Vacation or Paid Time Off (PTO).
- › Paid sick leave requested by employee.
- › Paid and unpaid approved bereavement leave.
- › Approved Family and Medical Leave Act (FMLA) policy leave (including applicable leaves under state or local law) and short-term disability leaves

- › Non-medical personal absences which are not covered by the use of vacation and which are not otherwise designated as non-disciplinary leave under Company policy (such as approved bereavement leave).
- › Absences caused by an illness or injury to an employee or the employee's family member which are not covered by non-disciplinary leave described in the column to the left (such as FMLA).

Absences That Do Not Count Toward Disciplinary Action (No Points Awarded)

Absences That Do Count Toward Disciplinary Action (Points Awarded)

- › Leave offered as a reasonable accommodation for an employee's religious beliefs or disability (and which does not result in undue hardship).
- › Military duty leave.
- › Absences due to a work-related injury when absence is approved by Employee Health Services and is necessary as part of a treatment plan or employees is on workers comp.
- › Non-paid absence due to sickness (Employer may require a doctors note or Emergency Room report)
- › Civic duty (jury duty, responding to subpoenas, voting time off, etc.).
- › Legally protected leave to attend school or daycare functions.
- › Consecutive call off days shall count as one occurrence under the attendance system.
- › Unusual circumstance such as a weather-related emergency or a verifiable traffic accident involving the employee.

- › Weather-related absence not excused by site leadership (see below).
- › Any other absence not listed in the column at left.

- › Late arrivals that are caused by delays in the CTA EL trains system or PACE System with presentation of verification.
- › Any pregnancy disability leave and/or maternity or paternity leave in excess of ordinary FMLA leave which may be provided for under state or local law.
- › Other approved leaves of absence.
- › Other leaves protected under federal, state, or local, law.