

AGREEMENT

between

Worldwide Flight Services, Inc.

and

Amalgamated Production and Service Employees Local 22, IUAPW, AFL-

CIO affiliated with

**International Union of Allied Novelty
and Production Workers, AFL-CIO**

JANUARY 1, 2022 - DECEMBER 31, 2024

[NOTE: Any employee affected by this agreement who does not speak or understand English may apply to the union for translation and explanation of those provisions affecting such employee]

[NOTA: Cualquier empleado cubierto por este acuerdo, que no hable ni entienda Inglés puede aplicar a la union para una traducción y explicación de las provisiones afectando al empleado]

AGREEMENT made as of the 1st day of **January 1, 2022**, by and between **Worldwide Flight Services, Inc.** (hereinafter called "Company") and **Amalgamated Production and Service Employees Local 22, IUAPW, AFL-CIO** (hereinafter called "Union"), affiliated with International Union of Allied Novelty and Production Workers, AFL-CIO.

WITNESSETH

The Company and the Union declare that the purpose of this agreement is to promote and improve the industrial and economic relations between the employees and their employers who are members of the Company.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - The Parties

1.1 The word "Company" refers to both the Company and its members, unless specifically provided otherwise.

1.2 The word "Union" refers to Amalgamated Production and Service Employees Local 22, in whatever affiliation it might have.

1.3 The term "unit" shall mean all regular full-time and **part-time** warehouse, office, ramp and mail agents and super leads working at the company facilities at JFK International Airport Building 66, JFK International Airport Building 78, JFK International Building 79 Office Agents only, and JFK International Airport Building 151.

1.4 It is understood and agreed that the Super Lead jobs will be assigned by the Company on the basis of the individual's qualifications, seniority will be considered but will not be determinative. It is also understood that temporary lead jobs will be

used to fill Super Lead vacancies and/or vacation relief coverage again seniority will be considered but not determinative. All promotions and or demotions of any person(s) in a Super Lead classification shall at all times be at the sole discretion of the Company.

ARTICLE 2 - Recognition

2.1 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees, as defined in paragraph 1.3 hereof, in the unit.

ARTICLE 3 - Union Shop

3.1 It shall be a condition of employment that all employees covered by this agreement shall on or after the thirtieth (30th) day following the execution date of this agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this agreement and hired on or after its execution date shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. If the effective date of this agreement is later than the execution date, the reference to execution date shall be deemed a reference to effective date.

ARTICLE 4 - Cooperation

4.1 There will be cooperation with the Company (i) in maintaining and improving performance standards in accordance with Company established standards of performance measurements required by the airline customer and agreed upon by the Company, and (ii) in improving productivity standards in accordance with established Company productivity measurements and requirements.

4.2 Employees will cooperate with the Company in maintaining a neat and

orderly office, warehouse, ramp, and counter areas, including the removal of snow and ice from walkways and truck docks.

ARTICLE 5 - Management Rights

5.1 The Company reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically modified by express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of the regular and customary functions of management and the operation of its business, except to the extent specifically limited by express provision of this Agreement. More specifically, but without limiting in any way the broadest flexibility permitted by the preceding sentences, nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of its powers to plan, determine, direct and/or control the following: the nature and extent of its operation; the number, size and location of its facilities; the products to be handled and the methods or equipment to be employed in productivity; the quality, quantity, and standards of work performed; the number of shifts, hours of work, including the right to reduce scheduled hours in its discretion, and overtime; the introduction of any new production methods or facilities; its working force: the creation or elimination of jobs: job content and job classifications: the number of employees it deems essential to fill the various jobs and assignments required, and the selection, in its sole discretion, of the employees to work at any particular facility: the selection, in its sole discretion of the employees to be retrained if it determines that the number of positions must be reduced at either Building 66, Building 78, Building 151 or building 79 office agents or closes for any reason (and if its determined by the employer that an employee will have his or her employment terminated in connection with such

reduction or closing, that employee will not be deemed to have "bumping rights" over employees working over at Building 66, Building 78, Building 151 or building 79 office agents); the use of temporary workers; the transfer or subcontracting of work or the discontinuance or relocation of all or any portion of the operation now or hereafter carried on at the locations covered by this agreement; and the creation, amendment or discontinuance of work rules and regulations, except to the extent specifically limited by express provisions of this agreement.

In addition, the Employer is specifically granted the power to change any term and condition of employment not specifically covered by this agreement.

5.2 The Employer's failure to exercise any management right shall not be deemed a waiver of that right.

ARTICLE 6 - Check-Off

6.1 The Company will deduct from its employees' wages the prescribed Union membership dues and initiation fees upon condition that the Company has received from each employee on whose account such deduction is made, a written authorization and assignment of such deductions. The amounts checked off shall be promptly remitted to the Union using only the Record of Check-Off Deduction forms supplied by the Union to the Company and in no other manner and in no event less frequently than once per month during the term of this agreement. In the event that there is a written authorization and the Company fails to check off from the next payroll thereafter or shall check off but fail to remit such checked off dues and/or initiation fees to the Union at the next succeeding date for such remitting, then and in such event the Company shall be liable to the Union therefore. Such deductions shall be checked off currently and may not be made

retroactively.

6.2 Whenever an employee quits, is discharged, is laid off, or his employment is otherwise terminated, any of the foregoing amounts will be deducted from the last pay to be made.

6.3 The Company's obligation to check off shall end upon the employee's termination of employment, transfer from the bargaining unit, or revocation of authorization. The Union assumes full responsibility for all sums turned over to it by the Company. The Union hereby indemnifies and holds the Company, its and their officers, directors, agents, and employees, harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Company hereunder. Once the sums deducted hereunder are remitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union.

ARTICLE 7 - New Employees and Trial Periods

7.1 The trial period for new employees shall be 90 calendar days.

7.2 Before completion of their trial period such employees may be discharged with or without cause. After completion of their trial period, employees may only be discharged for just cause.

7.3 The Company shall furnish to the Union the names of such new employees within two (2) days after hiring.

ARTICLE 8 - Hours and Overtime

8.1 The regular workweek for all regular full-time employees shall consist of forty (40) hours per week, exclusive of a thirty (30) minute meal break per day. This shall neither

be construed as a guarantee of a minimum workweek nor a restriction on the Company's right to schedule overtime.

8.2 All hours worked by any employee in excess of forty (40) hours per week shall be paid at the rate of time and one-half of the employee's regular hourly wages. All hours worked on the 7th consecutive day of an employee's normally scheduled work week shall be paid at a rate of two times their regular hourly wage.

8.3 The Company shall have the exclusive right to set the schedule of all of its employees and make changes in the schedule as it, in its sole discretion, sees fit. Any changes to the work schedule shall be made at least three (3) days in advance of the regular scheduled starting time, where possible.

8.4 Each Employee shall be entitled to a thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid breaks each day.

8.5 An employee who is called in to work on an unscheduled day will be given not less than four (4) hours of work, or four (4) hours pay in lieu thereof.

8.6 Overtime will be offered to union members before bringing in temporary workers.

8.7 Sick time will not count as time worked for overtime (OT) purposes.

ARTICLE 9 - Holidays

9.1 All employees shall receive holiday pay for the following holidays:

New Year's Day	Independence Day
MLK Jr. Day	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
	One (1) floating holiday to be taken at the Employee's discretion within the calendar year.

- **One (1) Additional floating Holiday will be granted to all members that have 10+ years.**
- The floating holidays cannot be rolled over.

9.2 In order to receive holiday pay for the foregoing holidays, the employee must work on the holiday and must work **at least 4 hours** on both their last regularly scheduled work day immediately preceding the holiday **and at least 4 hours** on their first regularly scheduled work day immediately following the holiday, unless excused by management or proved by a doctor's note.

9.3 Employees that work the holiday will be paid no less than eight (8) hours of Holiday Pay **at straight-time (ST) rates** plus one and a half (1.5) times their regular salary rate for all hours worked. If a holiday falls on an employee's regular scheduled day off and they have worked at least 4 hours on their regularly scheduled day before and after the holiday, they will be entitled to no less than eight (8) hours of holiday pay at their regular hourly wage. Holiday pay shall equal the number of hours per day of an employee's normal scheduled shift but should never be less than eight (8) hours.

9.4 If a holiday falls during an employee's vacation time, the employee shall be entitled to the holiday without loss of a vacation day.

ARTICLE 10 - Shifts

10.1 The start time for all shifts will be scheduled and posted covering a 7-day period. Any changes to the work schedule will be made at least three (3) days in advance of the regular scheduled starting time.

10.2 Any open shifts will be posted and offered to senior employees first before filling position from the outside.

ARTICLE 11 – Overtime

11.1 Work performed in excess of 40 hours in any work week shall be paid for at the overtime rate of 1-1/2 times such employee's regular rate.

11.2 Employees may be required to work a reasonable amount of overtime. Subject to all of the above, employees will cooperate with the Company to enable such work to be truly accomplished and the Union will use its best efforts when called on by the Company to endeavor or try to see that overtime needs may be satisfied.

11.3 There shall be no pyramiding of premium or overtime pay.

11.4 Vacation Days, Sick Days, Personal Days, or any other type of non-productive day shall not be considered as time worked for overtime purposes.

ARTICLE 12 - Sick and Compensation Days

12.1

- **Employees with 1 - 7 years of service shall receive eight (8) paid sick days.**
- **Employees with 8 + years of service shall receive ten (10) paid sick days.**
- Unused sick days may be rolled over into the next calendar year to a maximum of a 20-day bank. Sick days will be pro-rated for service less than one (1) year. Sick days cannot attach to vacation time.

12.2 **Compensation Days, for employees with one (1) + years of service who miss seven (7) days due to a work-related accident and/or injury, WFS agrees after a two (2) day waiting period to compensate the employee on his/her the third (3rd) day but not beyond the 7th day out.**

<u>Hired</u>	<u>Available Days</u>
January- February	8
March	7
April-May	6
June	5
July-August	4
September	3
October-November	2
December	1

ARTICLE 13 – Vacation

13.1 Employees are eligible to use their earned vacation during the calendar year immediately following the year it was earned.

13.2 New employees can accrue vacation days from the date of hire.

13.3 New employees must successfully complete the Probation Period to receive earned vacation day credit.

13.4 New employees will accrue vacation days during the first calendar year.

13.5 The number of vacation days a full-time employee earns shall follow the schedule below and if their date of hire is on or before December 31, 2020:

Number of Days with Company	Available Time in Days	Available Time in Weeks
0 – 60	0	-
61 – 120	1	-
121 -179	2	-
180 – 260	3	-
261 – 364	4	-
365 – 1094	5	1
1095 – 2189	10	2
2190 - 3649	15	3
3650 and beyond	20	4

Employees with hire dates on or after January 1, 2021 follow the vacation schedule below:

Number of Days with Company	Available Time in Days	Available Time in Weeks
0 – 60	0	-
61 – 120	1	-
121 -179	2	-
180 – 260	3	-
261 – 364	4	-
365 – 1824	5	1
1825 - 5474	10	2
5475 and beyond	15	3

13.6 Vacation will be based on the calendar year. Vacation will be pro-rated based on the number of days with the Company.

13.7 Employees with 5+ years of service may roll over up to 40 (forty) hours of vacation to the first quarter (January - March) of the following year and must exhaust such time during that period. Employees who fail to exhaust the vacation rollover during the first quarter of the following year will forfeit the unused hours rolled over.

13.8 Employees under 5 years must use all of the vacation days previously earned and accrued during the calendar year immediately following the year such vacation days were earned. The Company may allow an exception to this rule in the event an employee is prevented from taking such earned and accrued vacation during any calendar year due to the Company's operational requirements or needs. Under such circumstances, the number of vacation days not used at the request of the Company must be used during the next calendar year within a designated and agreed upon time period.

The Company requests that employees take the earned vacation in no more than two (2) consecutive weeks.

A Vacation Request form must be completed and signed by the manager. Vacation will not be accrued during the period an employee is on LOA, disability or FMLA.

Part-time employees will not receive vacation accrual.

13.9 Holidays, parts of days, and those days on which work is available for an employee who is unable to perform the same because of an industrial accident suffered in

the employ of a member, jury duty, attendance at legal proceedings, death in the family or Union activity, shall be considered days worked for the purposes of this Article.

13.10 Vacation pay shall be in the pay envelope given to the employee immediately preceding such employee's vacation period.

13.11 Any pay earned by an employee during the week immediately preceding such employee's vacation period and which becomes payable on the pay day within such vacation period shall be paid to such employee on the first day of return to work after vacation, but in no event more than 7 days after such vacation is completed.

13.12 Accrued vacation pay will not be forfeited by any employee who has actually worked at least 120 days in the calendar year, if such employee is (a) discharged without cause, (b) gives 30 days written notice of intent to leave, or (c) laid off.

13.13 Employees requesting to take accrued vacation during the year of eligibility must submit a Vacation Request form to the GM by February 1st of the year the vacation will be requested. If two or more members in the same position category have the same date of hire and pick the same week for vacation, the member with the higher last four digits of their Social Security# will be considered the more senior.

13.14 For scheduling purposes, the Employer will determine a reasonable number of employees to take vacation during each season. Vacation approval or denial will be based on the needs of the business. Selected vacation date approval will be based on company seniority.

13.15 Documented request for emergency vacation will always be considered.

13.16 Any full-time employee who has completed his/her probationary period

shall be paid for his/her unused accrued vacation on a pro-rata basis if earned upon termination of employment with the company, except that he/she shall not be paid for such vacation if he/she has been discharged for cause. The definition of cause for the purposes of clarification means failure to give 2 weeks' notice, discharged for job abandonment, discharged for disciplinary reasons up to and including safety and security violations and blatant insubordination.

ARTICLE 14 - Discipline and Discharge

14.1 For the first ninety (90) days of employment, the employer may discipline or discharge an employee at will. Any such discipline or discharge will not be subject to the grievance procedure and may not be brought to arbitration. After ninety (90) days of employment, discipline and discharge shall be for just cause only.

14.2 The Parties subscribe to the principles of progressive discipline. Accordingly, a verbal warning, written warning, one (1) day suspension, and a three (3) day suspension shall all be utilized in that order with a view towards correction of the problem before resorting to discharge, unless a blatant act of misconduct or insubordination has occurred which led to the termination.

14.3 If the Union claims that a discharge is improper, it shall file written complaint with the Company within 5 working days after notice of such discharge, failing which it shall conclusively be presumed to have waived its right to challenge the same. Should the Union make timely written complaint of a claimed improper discharge, and if the Company shall fail to concur in such discharge, the matter shall be submitted to the Arbitrator who shall render his decision within 15 days after such

submission to him. Should he/she decide that an employee was improperly discharged, the employee shall be reinstated and may be compensated for loss of time.

ARTICLE 15 – 401k - Retirement

15.1 WFS agrees to a fifty percent (50%) match of an employee’s contribution up to the maximum of 5% of the employee’s contribution to the *Local 298 Annuity Plan* (Defined Contribution Plan). Employees may contribute up to 15% to the annuity weekly.

ARTICLE 16 - Wages and Bonuses

16.1 Retention Bonus. - The Company agrees to pay a \$1,000.00 one-time retention bonus payable to members on January 1, 2022 in the following manner:

- **\$500.00 cash payment and \$500.00 contribution to the Local 298 Annuity**
- **\$1,000.00 cash payment**
- **\$1,000.00 contribution to Local 298 Annuity Fund**
- **Members must make the election via an election form supplied by the union.**

16.2 Longevity Bonus, WFS agrees to pay a one-time longevity bonus payable January 1, 2023 in the following manner

- **Employees with 0 - 7 years = \$300.00**
- **Employees with 8 + years = \$700.00**

16.3 Wages shall be paid not later than Friday of each pay period for work done in the preceding pay period, except where the Company, with the prior written consent of the Union, arranges for another payday.

16.4 Wages shall be marked on pay envelopes or checks.

16.5 A procedure shall be established by each member to assure immediate correction of all payroll errors and adjustments made in the next pay period's payroll check.

16.6 There shall be a breakdown on each payroll check stub of all deductions made.

16.7 Each Employee shall be entitled to the following wage scale as of January 1, 2022:

A.

Year 1

Years of Service (YOS)	Pay Rate
0 - 4 (YOS)	\$18.00 Per Hour
5 - 9 (YOS)	\$19.00 Per Hour
10 + (YOS)	\$20.00 Per Hour
Employees who are above scale	Will receive the greater of the scale increase or a 3% General Wage Increase (GWI)

B.

Year 2

Effective Date	Pay Rate
January 1, 2023	3% General Wage Increase (GWI)

C.

Year 3

Effective Date	Pay Rate
January 1, 2024	3% General Wage Increase (GWI)

16.8 Each Employee who works on the night shifts shall be entitled to a pay differential as follows:

- a. Only grandfathered employees hired prior to December 31, 2020 working the second (2nd) shift that starts on or after 3:00 p.m. and before 10:00 p.m. shall receive a \$0.30 per hour pay differential. However, any grandfathered

second (2nd) shift employees who bid off the shift will lose their grandfathered status and will no longer receive the \$0.30 shift differential.

b. **Employee's working the third (3rd) shift that starts on or after 10:00 p.m. and before 1:00 a.m. shall receive a \$0.75 per hour shift differential.**

c. Once an employee passes the Dangerous Goods class, s/he shall receive an additional \$0.50 per hour and an additional \$0.50 per hour six (6) months later. Employees must pass re-certification test to maintain increases.

d. **Acting leads shall be compensated an additional \$1.00 per hour for all hours worked as an acting lead. The facility GM is required to advise payroll to ensure the additional compensation is paid accordingly. Acting lead pay shall not be compounded with regards to overtime. WFS agrees to limiting "acting" lead to ninety (90) days and then either granting a full-time Lead role or not utilizing the employee as a Lead.**

e. **All current and future "Leads" as of January 1, 2021 shall receive \$1.50 increase for all hours worked.**

f. Acting Manager Supplement: \$2.00 per hour for any lead that is specifically asked in writing by the building GM or AGM and assumes the duties of a manager in their absence. The facility GM is required to advise payroll to ensure the additional compensation is paid accordingly. Acting Manager pay shall not be compounded with regards to overtime.

ARTICLE 17 - Sale of Business

17.1 In the event of a sale of the business, the Company shall make reasonable efforts to induce the purchaser to assume this Collective Bargaining Agreement. However, it is understood that any such sale of the business shall not be conditioned upon an assumption of the Collective Bargaining Agreement.

ARTICLE 18 – Legality

Should any part or all of the terms or provisions of this Agreement for any reason at any time be unlawful or otherwise unenforceable, in whole or in part, then and in such event, upon five days prior notice from the Union to the Company, both parties shall meet and failing agreement or a substitute or replacement provision or provisions for such unlawful or unenforceable part or parts within 15 days after the date of such notice, the Union may at any time thereafter submit the matter for determination to the Arbitrator who shall render his award within 15 days after such submission. The Arbitrator shall in his award include substitute lawful and enforceable provisions (for those which are unlawful or unenforceable), which shall most closely approximate the intent and purpose desired to be achieved by the parties.

ARTICLE 19 – Bereavement

19.1 Employees who have completed one year or more of employment shall be entitled to three (3) days of bereavement pay where there is a death in such employee's immediate family. Immediate family for purposes hereof shall mean only the employee's siblings, parents, grandparents, grandchildren, mother or father in-law and

stepchildren. The company shall reserve the right to request supporting documentation.

19.2 WFS agrees to compensate five (5) days of bereavement pay in the event of the death of an employee's spouse or the death of the employee's natural born or adopted child(ren) without age limit to compensate.

19.3 No employee shall be entitled to bereavement pay pursuant to paragraph 19.1 unless such employee is absent from work by reason of bereavement, in accordance with this Article.

ARTICLE 20 - Layoffs and Seniority

20.1 Layoffs shall be on the following basis:

- a. Employees shall be laid off by seniority in each job classification, and by department, and not across department lines.
- b. In rehiring after layoff, the above procedure shall be applied in reverse.
- c. No new employees shall be hired in any classification and by department until all laid off employees in such classification and by department with seniority rights have been offered employment.
- d. Where a job is, for any reason, discontinued, or the work with respect to such job in any manner curtailed and an employee for either such reason loses his job, such employee shall be given first preference at any open job of his choice if he shall be able to perform the work with average ability at the minimum rate for such open job, plus such general wage increases as shall have been given during the term of this agreement, before any new employees are hired for such job or jobs.

e. **An employee's seniority shall begin from the original date of hiring.** After employment for 2 weeks, the names of such employees shall be added to the seniority list as of the original date of hiring.

f. **Seniority shall govern in the terms of overtime, vacation bids, shift bids, shift changes, promotions, and layoffs.**

g. **Shop Stewards shall have super seniority and head the seniority list.**

h. **Should anyone have the same date of hire, seniority will be determined alphabetically by last name.**

i. An employee shall lose his seniority rights for the following reasons only:

1. Voluntary quitting.

2. Discharge for just cause.

3. Absence without authorization for 4 working days unless satisfactory reason is given. A satisfactory reason shall be one, which would justify a leave of absence hereunder.

4. Failure to return to work within 4 working days after recall, by certified mail, return receipt requested, or telegram, after layoff, unless a satisfactory reason is given within said period.

5. Not working for any reason for more than 12 months.

j. The Company will on demand of the Union but not more frequently than every 6 months, prepare and submit a seniority list.

ARTICLE 21 - Leave of Absence

21.1 In the event an employee needs a Personal Leave of Absence without pay and benefits, the employee must submit a Request for Leave of Absence Form explaining the purpose of the leave request to his/her manager. The request must be approved by the GM and will not be approved if it is determined that the leave period was planned as an additional unpaid vacation period.

21.2 If approved, the employee will be required to sign a Leave of Absence Agreement letter that will state a specific return date. The maximum period will not exceed thirty (30) days.

21.3 All vacation and personal sick leave benefits must be taken before a personal leave of absence without pay will be granted.

21.4 All leave time, once approved, will be without pay and without company benefits, such as sick and vacation accruals.

21.5 Personal Leave of Absence may not be taken from October 1st to December 24th.

21.6 The above provisions shall be in addition to any rights the employees may have under the Family Medical Leave Act.

ARTICLE 22 - Shop Chairpersons

22.1 Subject to the prior approval of the Union, employees in the unit shall have one, but not more than three shop chairpersons in any one building, designated by the Union. Such shop chairperson shall be certified in writing by the Union to the Company.

The Union shall have the right to revoke, change or modify such designation as shop chairperson upon written notification to the Company. While such designation remains unrevoked by the Union, the shop chairpersons shall head the seniority list over all employees' plant wide.

ARTICLE 23 - Health Benefit Fund

23.1. In order to protect and promote the health and welfare of employees in the industry, the Union and Employer under this Collective Bargaining Agreement have established a Health Benefit Fund of Local 22.

23.2. Holiday and vacation time shall be considered time worked for the purpose of this Article.

23.3. The Company will forward to Local 22 Health Benefit Fund a list of employees enrolled at the same time as the remittances are forwarded to the Fund as provided above.

23.4. The Company will contribute to a Fully Compliant Bronze Health Care Plan provided by the Local 22 Health Benefit Fund that includes hospitalization, doctor visits, dental and optical.

Year	Employer Monthly Contribution
January 1, 2022	\$350.00
January 1, 2023	\$350.00
January 1, 2024	\$370.00

The total monthly cost for the single bronze coverage is \$471.68 per month. The Employer

contribution will be no more \$350.00 per month as of January 1, 2022 and \$370.00 per month as of January 1, 2024, the member will be deducted the difference from their pay checks as spelled out on the Medical Election Form. Members may choose to enroll in EE+1, EE+2 or Family coverage and contribute the difference while the employer's contribution shall remain at \$350.00 per month for single bronze coverage until January 1, 2024 when it will be increased to \$370.00 per month.

23.5. The company will contribute \$50.00 per month towards the *Ancillary Program* (Optical and Dental Coverage) for members not enrolled on the union sponsored medical plan.

ARTICLE 24-- Escrow Fund

24.1 Simultaneously with the payments made pursuant to Article 25 of this agreement, the Employer shall pay in escrow to those individuals who shall then be serving as Trustees of the Pension Fund hereunder, who shall hold the same as Escrow Agents (herein referred to as "escrowees") and not as "Trustees" **the sum of \$0.35 per week for each full time employee covered by this agreement who works during any week regardless of the number of hours worked by such employee, which payments (\$0.35 per week) shall be included with the payments to the *Local 22 Health Benefit Fund*, but forthwith paid over by the *Local 22 Health Benefit Fund* as a remitting agent to the aforesaid escrowees, which escrowees shall hold, accumulate, and disburse the same as follows: in the event that the Employer**

- a. pay, or required fails to pay its workers' wages due them; or
- b. fails to pay its workers accrued but unpaid vacations and holiday

severance pay; or

c. fails to remit the Union dues and initiation fees checked off from workers' wages as a result of such Employer being bankrupt, making an assignment for the benefit of creditors, or being insolvent or in proceedings for an arrangement or in any other insolvency proceedings; or

d. if the Funds referred to in Article 25 fail to collect payments required to be made to such Funds by the Employer as a result of such Employer being bankrupt, making an assignment for the benefit of creditors, or being insolvent or in proceedings for an arrangement or in any other insolvency proceedings; then the escrowees shall:

a. Upon proof to the escrowees that such worker or workers have not been paid their wages, and upon receipt by the escrowees of an assignment of such workers' rights to such unpaid wages from any source, the escrowees shall make payment thereof to such worker or workers to the extent of two weeks' wages only; and

b. Upon proof to the escrowees that any such worker or workers have not received accrued but unpaid vacations and holiday pay, or required severance pay, and upon receipt by the escrowees of an assignment of such workers' rights to such accrued but unpaid vacations and holiday pay from any source, or required severance pay, the escrowees shall make payment thereof to such worker or workers; and

c. Upon proof to the escrowees that the Employer has not remitted to the Union check-off dues and initiation fees and such Employer is bankrupt, has

made an assignment for the benefit of creditors, or is insolvent and has sought relief under any insolvency laws, and upon receipt by the escrowees of an assignment of the Union's rights to such dues and fees from any source, the escrowees shall make payment to the Union of the amount of such checked-off dues and initiation fees; and

d. Upon proof to the escrowees that the Funds referred to above have failed to collect payments required to be made to such Funds as a result of circumstances set forth above, and upon receipt by the escrowees of an assignment of the Funds' rights to such payments from any source, the escrowees shall make payment thereof to such Funds.

24.2 The costs and expenses of operating and administering the within Escrow Fund shall be borne by the Escrow Fund.

24.3 Neither the existence of the within Escrow Account nor any other provision of this agreement nor any payment made into the account by the Employer shall relieve the Employer or principal officer, director or stockholder of the Employer of the Employer's obligations to the employees concerned to pay wages when due or holiday, vacation, severance pay or other fringe benefit pay required hereunder or by law, nor shall the same relieve any Employer or principal officer, director or stockholder of any Employer of any such Employer's obligations to remit to the Union checked-off dues and initiation fees or to make payments to the **Local 22 Health Benefit Fund** and Scholarship Fund as required by Articles 22, 23, and 25 of this agreement nor shall the same be deemed payment or constitute a defense, in whole or in part, of or to any claim or any prosecution for violation of the Labor Law or the Penal Law of the State of New York or any similar law of any other state or the

federal government nor shall the Union, the Funds involved or any employee be required to proceed in the first instance or at all against said Escrow Account.

24.4 The Escrowees may combine similar escrow funds paid by employer members of the Metropolitan Association of Doll, Stuffed Toy and Plastics Manufacturers Inc. and by Independent Shops, pursuant to collective bargaining agreements with the Union into one fund for the benefit of the employees of all of the employers covered by the said agreements with the Metropolitan Association of Doll, Stuffed Toy and Plastics Manufacturers, Inc., and such Independent Shops.

ARTICLE 25 - Scholarship Fund

25.1 Effective January 1, 2022, the Company shall make payment to the Harry O. Damino Scholarship Fund, a qualified tax-exempt fund to provide scholarships for children of full-time employees in members shops, **the sum of fifty (\$0.50) cents** per week for each employee receiving any pay during such week. Such payment will be made at the same time as check-off payments are remitted to the Union and as set forth on the Record of Check-off Deduction form furnished to the Company by the Union by separate check made payable to the Harry O. Damino Scholarship Fund.

ARTICLE 26 - Failure to Pay

26.1 Wages, holiday pay, vacation pay, **Local 22 Health Benefit Fund** and Scholarship Fund payments pursuant to Article 23 and Article 25 and checked-off dues and initiation fees shall be held by the Employer for the benefit of each employee to or for whom the same may be payable and shall vest in each such employee as of the completion of the day's or hour's work which qualifies the employee or the Union, or the **Local 22**

Health Benefit Fund, as the case may be, to receive the same, regardless of the date the same may be payable hereunder. Such payment or payments shall become immediately payable, without demand, upon the occurrence of any of the following: (1) sale or other disposition or discontinuance of the member's business; (2) liquidation, petition in bankruptcy or any other act of bankruptcy or insolvency by or of the Employer.

The Company shall be liable to the Union for failure to timely check-off dues and remit to the Union, without recourse to the employees.

26.2 In the event of the happening of any of the foregoing events, claims for payment may be prosecuted in the name of the Union, in behalf of the worker concerned with respect to such payments, in the name of the Union and may be submitted to the Arbitrator on 72 hours' notice sent by the Union to the Company noticing such hearing for any date on or after the expiration of such 72 hours and the Arbitrator shall render an award as quickly as possible. If the Company fails to appear, the Arbitrator shall proceed *without* the Company being present and the parties agree that if the Arbitrator or the Union shall have placed such notice in the U.S. mail or have done so by telegram or by hand and the Employer shall fail to appear the Company shall have submitted to arbitration hereunder with the same force and effect as if the Company had been personally served and have personally appeared. In the absence of proof otherwise by the Company who shall bring to such hearing all books and records pertaining to the matter to be heard, the Arbitrator shall liquidate and determine the amount due each employee and the Union, as the case may be, on the petition of the Union and on a certification or affidavit of an officer of the Union, as the case may be, as to the amounts due and payable. In the absence of

other proof by the Union, payments due shall be based on the average number of employees and hours worked by each such employee as contained in the two highest reports thereof submitted by the member to the Union during the two-year period preceding the date of commencement of such hearing or other proceeding.

26.3 The Union may elect not to proceed before the Arbitrator and may proceed in any other manner provided by law, as if the provisions of Article 29 hereof were not contained in this agreement. In such event, the amounts due and payable shall be determined in such other proceeding or proceedings in the same manner as is provided above for liquidating and determining such amounts before the Arbitrator in the absence of the member from such hearing.

26.4 Fund contributions for a particular month are due by the last day of the next following month.

26.5 If the Company's contributions for a particular month have not been received by the Due Date for the contributions, the Fund will send a Reminder Notice to the member.

26.6 If the Company's contributions for a particular month have not been received within 30 days after the Due Date for the contributions, the Fund will send a Notice of Default to the Employer.

26.7 If the Company's contributions for a particular month have not been received within 10 days of the Notice of Default, the Company will be sent a Grievance and a Demand to Arbitrate.

26.8 If the contributions for a particular month are not received by the Due Date for the contributions, there shall be added to amount due interest at the rate of

1% for each month, or portion thereof, from the Due Date to the date payment is received.

26.9 Alternatively, if the Company has not paid within 10 days after the issuance of the Notice of Default, the Fund may proceed in a court of competent jurisdiction to recover all amounts due and owing.

26.10 If the contributions for a particular month are paid only after the sending of the Grievance or the commencement of suit, all reasonable expenses of collection incurred by the Fund, including but not limited to, filing fees, court or arbitration costs, arbitrator's fees and attorney's fees shall be added to the amount of contributions due and subject to collection as provided above.

ARTICLE 27 - Shop Visitation

27.1 A representative of the Union shall have the right to visit the facility during working hours at reasonable times, upon reasonable notice to the Company. The Union representative shall inform the Company of his presence upon arrival.

ARTICLE 28 – Inspection

28.1 The Company will keep a full set of books and time cards showing the full amount paid to each employee and the number of hours worked on each day. The Union, when accompanied by a representative of the Company, may examine the books and records of the Company, including but not limited to all payroll records and including withholding tax reports for each worker reported to the City, State and Federal governments, and any other papers, books and records which are necessary to ascertain whether the provisions of this agreement are being fully complied with and if violated, the

extent thereof. Should a representative of the Company fail to appear after having been given three days' notice by the Union of its desire to make such examination, the Union shall have the right to make such examination, which shall be made through an accountant or other representative of the Union or through the Arbitrator or his accountant. Should the Company refuse to produce its books and records upon the request of a representative of the Union or the Arbitrator or refuse to grant the representative of the Union or of the Arbitrator access to such books and records, or if it shall appear to the satisfaction of the Arbitrator that such books and records have been falsified or kept in a misleading manner, the Company shall automatically forfeit all rights and privileges under this agreement, and the Union shall retain all rights under this agreement including all rights set forth in paragraph 31.1 hereof and as provided by law in addition to such rights as it may have then to compel such examination of books and records.

ARTICLE 29 - Grievances and Arbitration

29.1 Adjustment of all complaints, controversies, disputes or grievances between the parties, or between the Company and any employee, or between the Company and the Union relating to the interpretation, operation, application, or performance of the terms of this agreement and any complaint, controversy, dispute, or grievance involving a claimed breach of any of the terms or conditions of this agreement shall be processed as follows:

FIRST: Such matters shall be jointly investigated and acted upon within five days after the grievance arises by the Manager of the Union and the President of the Company or their appointees.

SECOND: If the Manager and President or their appointees do not adjust the matter within the above five days, it shall within five days thereafter be referred to the American Arbitration Association for designation of an Arbitrator.

29.2 The finding of the Manager and President or their appointees or the award of the Arbitrator, as the case may be, shall be final and binding.

29.3 Work shall continue without interruption pending the final determination of any complaint, controversy, dispute or grievance hereunder except as may be otherwise specifically provided or permitted in this agreement.

29.4 The Arbitrator's compensation and AAA fees shall be paid equally by both parties.

29.5 If a complaint of underpayment or non-payment of any obligation to pay hereunder to the Union, the **Local 22 Health Benefit Fund**, the Scholarship Fund or any employee or employees, against the Company be sustained, the award or decision shall assess the member of the Company the full costs and expenses of the hearing and investigation against the Company including a reasonable share, as may be determined finally by the Arbitrator, of defraying the costs and expenses of maintaining and operating the Arbitration procedure and machinery under this agreement.

29.6 The Arbitrator shall not have power to amend, modify, add to, or subtract from this agreement or any provision thereof.

29.7 All claims and adjustments, oral or written, made by a member in a disciplinary case under the grievance procedure herein shall be deemed privileged communications to the same extent as if the same were made in an action at law or in

similar legal proceedings.

29.8 The Arbitrator's Award hereunder may be confirmed in any court of competent jurisdiction and judgment entered thereon. The parties agree that a motion to confirm such Arbitrator's Award may be made or instituted by service of such motion papers by certified mail or by personal service.

ARTICLE 30 - No Individual Modification

30.1 Neither the Company nor any employee or group of employees shall have the right to modify or waive any provisions of this agreement.

ARTICLE 31 - No Strikes or Lockouts

31.1 Except as otherwise provided herein, the Union and its members, individually and collectively, will not authorize, assist, support, permit, cause, or take part in any picketing of or any interruption of the Employer's operations, including but not limited to, strikes, sympathy strikes, wildcat strikes, boycotts, slowdowns, and sit-ins. The employer will not lock out its employees.

ARTICLE 32 - Military Service

32.1 Any employee who is legally required to serve in the military service of the United States shall not lose their seniority standing or rights, and the time spent by them in such military service shall be added to their record of length of service with their employer. Upon the termination of such employee's service in the armed forces they shall be reinstated to the position which they held at the time of his induction with all intervening improvements, increases and other benefits given to employees in such or similar positions

during their period of service provided that they make such demand for reinstatement within 90 days after their discharge from the armed service.

ARTICLE 33 – Legislation

33.1 In the event that any federal, state or municipal law or any rule or regulations of any governmental agency shall render unenforceable or compel the cancellation or modification of any provision of this agreement with respect to its application during the term of this agreement, such provision shall thereupon become inoperative as to that location or member only, and the Company and the Union shall within 10 days thereafter meet for the purpose of negotiating changes made necessary by such applicable federal or state law or government regulations, failing agreement on which the matter may be submitted to the Arbitrator as a dispute, by either party, and the Arbitrator shall in his award include substitute lawful and enforceable provisions for those which are unlawful or unenforceable, which most closely approximate the intent and purpose desired to be achieved by the parties in such provision or provisions as of the date of execution hereof.

33.2 If any of the provisions of this agreement are adjudicated to be illegal, unlawful or in violation of existing or future law, no other portion, provision, or article of this agreement shall be invalidated thereby nor shall such adjudication relieve either of the parties hereto from the rights or liabilities hereunder or limit their rights or liabilities except insofar as the same are made unlawful, illegal or in violation of the law.

ARTICLE 34 - Bulletin Board

34.1 The Company shall provide and install an adequate number of bulletin boards in his shop for the purpose of posting Union notices.

ARTICLE 35 - Safety and Health

35.1 The Company shall furnish uniforms to employees on an as needed basis.

35.2 The Company shall provide employees with an adequate area for eating of meals and adequate facilities for storing clothing.

35.3 The Company shall provide at least 5 pants and 5 shirts to each union member each year of contract.

35.4 The Company shall provide ramp crew with insulated jumpsuits, rain gear and hats in cold weather.

35.5 Employees are required to wear Company uniforms at all times. Failure to do so shall subject the employee to disciplinary procedure.

35.6 The Company and the Union will establish a safety and health committee made up of equal number of union members and management to evaluate working conditions.

35.7 **WFS agrees to pay \$75.00 per member per contract year for all ramp, warehouse, and office agents covered by this agreement. The boot allowance will be paid by a separate check or direct deposit. The parties agree that the amount of reimbursement (currently \$75.00 per year) may change at management discretion after consultation with Local 22.**

ARTICLE 36 - Jury Duty Pay

36.1 Employees who have completed their trial period of employment and who perform jury duty pursuant to notice, shall be entitled to the difference between their jury pay for each day of jury duty and such employee's actual rate of pay. Such jury duty differential pay shall be given for each day of actual jury duty service not to exceed in the aggregate 10 days per year, provided the employee cashes such jury duty pay check with the Company. Actual rate of pay shall be an employee's average hourly earnings during the ten preceding weeks in which he worked multiplied by eight.

ARTICLE 37 - Death Benefit

37.1 The Company shall pay a death benefit in the amount of \$2,500.00 if an active employee dies while employed.

ARTICLE 38 - Duration and Reopening

38.1 This agreement shall be effective as of January 1, 2022, and shall continue until and including December 31, 2024, and shall continue in effect thereafter for successive one-year periods unless written notice of intention to terminate, change or modify this agreement is given on or before November 1, 2024.

38.2 In the event of the Company's permit(s), building lease or other requirement(s) or authorization(s) to conduct its air transportation services, or to furnish the services provided for in this Agreement is, wholly or in part, being revoked, cancelled, or suspended, the Company shall notify the Union without delay and may terminate this Collective Bargaining Agreement or any addendums thereto at the effective date of such

revocation, cancellation or suspension by giving to the Union notice thereof within twenty-four hours after such event.

38.3 Either the Company or the Union may terminate this Agreement at any time if the other party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganization or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.

ARTICLE 39 – Miscellaneous

39.1 **Airport Badge Credentials:** Parties Agree that if WFS causes a delay in the badge renewal process at no fault of the employee, the employee will continue to be paid until the employee receives a new ID badge or is updated.

39.2 **Ramp Crew Hours:** Cargo ramp employees whose shift has been impacted by a flight delay and/or cancellation will be given the opportunity to be reassigned to work in the warehouse and receive a minimum of four (4) hours of work. If the employee fails to accept reassignment, the employee will not be compensated.

39.3 **Working Conditions:**

a. WFS agrees to repair JFK Building 151 speed door.

b. WFS will take adequate measures to ensure door enclosures for JFK Buildings 66 and 151 are maintained.

39.4 **Union Card Recognition:** WFS agrees to recognize the card signing for unorganized office Agents as long as Local 22 presents cards of at least 51% of the

unorganized office agents.

ARTICLE 40 – Complete Agreement

40.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless such subject or matter could not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement .

40.2 It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between the parties and their predecessors 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 otherwise.

ARTICLE 41 -Amendment

41.0 This Agreement shall not be changed, altered, modified, or amended except in writing and executed by all parties hereto.

IN WITNESS WHEREOF the parties have signed this agreement as of the day and year first above written.

Worldwide Flight Services, Inc.

**Amalgamated Production and Service
Employees Local 22, IUAPW**



John E. Derry
Senior Vice President
Human Resources



Anthony Miranti
Vice President



Tammy Hardge Stephenson
Vice President
Employee Relations & Compliance