



2017

Kennedy, LaGuardia & Newark Airports Security Officers Agreement

Between

Air Serv Corp.

Command Security Corp./Aviation Safeguards

FJC Security Services, Inc./-Allied-Universal

Gateway Security Inc.

And

Service Employee International Union, Local 32BJ

Effective January 1st 2017 to February 29th, 2020

SECURITY OFFICERS



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How We Won this Contract

In 2012, a small group of New Jersey airport workers began to organize with 32BJ SEIU. They were fighting for dignity, respect, higher wages and benefits.

Their movement quickly grew and soon workers at JFK, LaGuardia and airports around the country took up the fight for good jobs. Airport workers held marches, rallies and even got arrested on Martin Luther King Day to demand their rights and they began winning! They won MLK Day as a paid holiday and were able to get the Port Authority of New York and New Jersey to raise their wages from \$7.25 an hour to \$10.10. For some it was the first raise they ever got at the airports.

Then Security officers, janitors, doormen and other 32BJ members began to support their cause. Fast food workers, health care workers and many others banded together with airport workers to call for a \$15 minimum wage, under a common banner of “The Fight for \$15 and a Union.” With all this support, New York and New Jersey airport workers led massive marches, sit-ins, rallies and even risked arrest and went on strike to fight for their rights.

Their bravery, hard work and dedication paid off.

With thousands of people calling for change, elected officials, the Port Authority of New York and New Jersey and airline contractors began to meet some of the airport workers’ demands. Together with fast food workers, airport workers used their political power to pass laws that would raise wages, not only for subcontracted airport workers, but for all workers. After a long fight, New York workers won a path to \$15. Because of their political organizing and lobbying, airport workers in NJ also won significant wage increases. These wins were once considered impossible, but together airport workers proved that when we fight we win.

After four years of a tough fight, 8,000 New York and New Jersey airport workers also won the union! They elected a bargaining committee of their peers to negotiate their first union contract, a legal document that protects workers’ rights on the job. These rights are listed in this booklet and are a result of hours of employers sitting down with airport workers, listening to their demands and coming to agreements. This contract covers more than half of the subcontracted airport workers in New York and New Jersey and sets a new industry standard for future contracts in the region.

But there is still more work to do!

Airport workers in New York and New Jersey have used their political power to raise the minimum wage at the airports multiple times. But airport workers and their families deserve more! They will continue to pursue strategies to raise wages and win the health and other benefits airport workers deserve. This includes moving legislation in Trenton and Albany as well as continuing to pressure the Port Authority to honor its commitment to airport workers.

Higher wages and benefits will only be won when airport workers continue to come together, demand respect and force politicians to do what's right. Get involved today!

AGREEMENT MADE as of this ___ day of January, 2017, by NAME OF EMPLOYER ("Employer") and SEIU Local 32BJ ("Union"), acting on behalf of its members and for whom it is the collective bargaining agent.

Article 1: Recognition

1.1

This agreement shall apply to all full-time and regular part-time guards as defined under the NLRA (security officers) employed on the premises of Newark Liberty Airport, LaGuardia Airport and/or JFK Airport or performing airport related services, including guarding airport perimeters, except for employees represented by another union or working on accounts between the Port Authority of NY-NJ and/or Federal Express and the Employer, excluding all other employees.

1.2

Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts and sites subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, phone number, job classification, work site, social security number, shift, date of hire, and present wage rate of each employee assigned to each account/site ("Employee Information"). The Employer shall monthly notify the Union in writing of Employee Information of each new Employee subject to this Agreement. 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 week of notification that the Employer has obtained additional accounts, 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 additional accounts to which it may lawfully apply. The Employee Free Choice Procedure ("EFCP"), attached as Appendix A, shall apply to any additional accounts 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** | Per property holder approval, authorized Union agents shall have access to the Employer's work sites in non-secure areas to enforce this Agreement, provided that the Union representative gives reasonable notice to the Employer. Union visitation shall not interfere with conduct of the Employer's business or Employees working.
- 2.2** | The Employer shall assist the Union in requesting space at the airport for meeting with the Employees once every two (2) months on non-work time.
- 2.3** | For any and all Union activities and/or actions of any Union representative that results in the Employer receiving a fine due to a security breach the Arbitrator may award damages in accordance with Article 5 below.
- 2.4** | The Employer shall recognize union-designated stewards as follows: one (and one alternate) per site as defined in Article 7 except for sites with more than one hundred and seventy-five (175) employees, at which the Employer shall recognize additional stewards, not to exceed one additional steward per every additional seventy-five (75) employees. Shop stewards have no authority to take strike action or any other action interrupting the Employer's business.
- 2.5** | A shop steward may conduct Union business and/or communicate with Employees about Union business on working time only with the Employer's authorization.
- 2.6** | 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.
- 2.7** | The Employer shall furnish a bulletin board at a conspicuous site in those 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.
- 2.8** | The Union shall have the right to inspect the Employer's records to determine compliance with this Agreement.

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 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 30 days after written notice of the determination has been given to the Employer.
- 3.3** The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund 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 authorization forms. 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 dues check-off authorization form only. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.
- 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-half of one percent per month beginning on the thirty-first (31st) day after Employer's receipt of written notice of delinquency.

3.5

If an Employee does not revoke his or her dues check-off authorization at the end of the year following the 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, initiation fees, and all legal assessments deducted from Employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, 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 social security number, the employee's address, and the employee's classification.

3.7

The Union agrees to indemnify and save such Employer harmless from any liability incurred by reason of deductions made pursuant to this Article 3.

Article 4: Discharge and Discipline

4.1

Employees hired on or after the effective date of this Agreement shall undergo a 60 day trial period, except those hired as a result of a contractor transition as regulated in Article 6. Employees shall not accrue seniority during the trial period. Upon successful conclusion of the trial period, the Employee's seniority date shall be the first date worked.

4.2

Absent just cause, the Employer may not discharge or discipline, an employee who has completed his trial period. The Employer shall conduct its own investigation of the circumstances surrounding the alleged misconduct before imposing any 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.

4.3 Upon the request of an Employee, the Union, through union staff or stewards, shall have the opportunity to be present for all investigative meetings involving employees.

4.4 Disciplinary actions, excluding unexcused absences and tardiness shall not be relied upon for purposes of progressive discipline if the employee does not receive any discipline for a period of 12 consecutive months following the last issuance of discipline; except that for suspensions or final warnings the period shall be 24 consecutive months from the date of the suspension or final warning.

4.5 If the customer demands the removal of an employee from its account, the Employer may remove the employee from further employment at the account. The Employer will advise the Union of the information it has relating to the customer's complaint and make reasonable efforts to secure from the customer a written confirmation of the customer's request. A management official other than the employee's direct supervisor shall confirm that the customer made the request without instigation by the Employer. The Union may challenge the bona fides of the Employer's claim that the customer has demanded removal and has done so without Employer instigation, provided, however, that in any arbitration on the Union's challenge, in order to establish the bona fides of its contention that the customer requested removal of the employee, the Employer need not call customer employees or representatives as witnesses and can rely upon hearsay evidence. With respect to an employee removed pursuant to a customer request, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account for which the employee is qualified, covered by this Agreement with as little dislocation for the employee as is feasible at comparable pay or benefits. If the job offered by the Employer is not at comparable pay and benefits, the employee may choose to place their name on a waiting list for a period for three (3) months for a job at another account with comparable pay and benefits.

4.6 The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline any employee for cause. Just cause for discharge shall include, but not be limited to, the following:

- A.** Theft.
- B.** Possession of unlawful, prohibited or dangerous weapons.

4.7 Any temporary employee or employee who has not completed his/her trial period may be discharged or disciplined by the Employer in its discretion. No question concerning the discipline or discharge of any such employee shall be the subject of arbitration.

4.8

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.

4.9

Employees shall conduct themselves professionally at all times while on airport property.

Article 5: Grievance/Arbitration

5.1

1. General. During the term of this Agreement, all disputes and grievances shall be settled as quickly as possible by the Grievance Procedure provided herein.
2. Definition. For the purpose of this Agreement, a "grievance" is defined as any dispute between the Employer and the Union regarding only the meaning or application of or performance of the other party under this Agreement, presented to the other party by the aggrieved party in writing within fourteen (14) calendar days after it occurred, or when the employee or aggrieved party became, or should have become, aware of it.

5.2

Consultation and Complaint. An employee and/or Union Representative may consult directly with an Employer-Supervisor 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.

5.3

Procedure.

- 5.3.1** The Employer and the Union shall hold a meeting on unresolved grievances no later than thirty (30) calendar days after the filing of the written grievance. The scheduling or convening of this meeting shall not be a cause for delay of arbitration.
- 5.3.2** All grievances not settled at a grievance meeting shall be subject to arbitration before a rotating panel of arbitrators chosen by the Parties. Written demand for arbitration must be sent to the Employer by the Union, or by the Employer to the Union within sixty (60) calendar days of the filing of the written grievance, unless the Parties agree otherwise. The demand for arbitration must be based upon the written grievance that was filed in accordance with Paragraph 5.3 above, and the issue before the arbitrator must be based on that written grievance. As of the date of this Agreement, the panel arbitrators are Melissa Biren, James Mastriani and Joe Harris. The Parties' use of the arbitrators shall rotate to prevent one arbitrator being assigned consecutive cases. If the arbitrator next on the list is unable to provide a mutually agreeable hearing date that falls within nine (9) months of the filing of the written grievance, the arbitration will be assigned to the next arbitrator on the list. Upon thirty (30) days written notice to each other, either the Union or the Employer may terminate the services of any arbitrator on the panel. Successor or additional arbitrators shall be appointed by mutual agreement of the Union and the Employer.
- 5.3.3** Notwithstanding the foregoing, in the event the Employer claims the Union has violated Article 9, the Employer may seek expedited grievance and arbitration as follows:
- 1.** The Employer shall notify the Union in writing of its claim and allow the Union two (2) business days to respond thereto;
 - 2.** Following the lapse of the time available for the Union's response, the Employer may submit the arbitration to any one of the members of the Arbitration Panel. The Arbitrator shall order a hearing on the dispute at his earliest opportunity and shall determine the matter on an expedited basis.

5.4

The Arbitrator shall issue a written decision, which shall be final and binding on the parties. The parties shall share equally the Arbitrator's fees and hearing room costs, but costs such as witnesses, and other such items shall

be borne solely by the party incurring such costs. In all arbitration proceedings, the following shall apply:

- i. The arbitrator shall not have the power to add to, delete from or modify the provisions of this Agreement.
- ii. The decision of the arbitrator shall be final and binding upon both parties.
- iii. The costs of arbitration shall be shared equally between the Employer and the Union.

5.5 | *Left blank.*

5.6 | 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.

5.7 | All claims under this Agreement may only be brought by the Union or Employer alone and no individual employee 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 within the scope of this Agreement where the Union is the collective bargaining representative of the employees, the Employer agrees to hire the employees who have been working at the account immediately before takeover, including those who might be on vacation or off work because of illness, injury or authorized leaves, provided that their employment is consistent with applicable law and the Employer's reasonable hiring and employment standards. For purposes of this Article the Employer shall hire based on the predecessor employer's staffing levels in effect ninety (90) days prior to the contractor transition date, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on

its payroll permanently. Staffing level information shall be provided by the Union upon request. The Employer may reduce the staffing level on takeover of the account if the Employer can demonstrate a commensurate, appreciable decrease in the work done or a different, more efficient method to provide the work required under the terms of the new customer contract. Any such reduction shall be in inverse order of seniority.

6.2 Employees hired by the Employer shall be given credit for length of service with the predecessor employer(s) as set forth in Article 7. Employees hired on takeover shall not have their rates of pay or hours of work reduced. Any disciplinary action in an employee's file upon transition shall be admissible by the successor employer at arbitration and shall be accepted by the Arbitrator regardless of hearsay objections.

6.3 The Employer shall notify immediately the Union in writing as soon as the Employer receives written cancellation of an account or part of an account. Within five (5) business days of such cancellation notice, the Employer shall provide to the Union a list of all affected employees and their Employee Information. The Union shall provide this information to the successor employer but is not responsible for its accuracy.

6.4 The Employer shall provide the Union within five (5) business days of assuming an account a list of all affected employees and their Employee Information.

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 predecessor employer(s), signatory to this Agreement at the time the predecessor employer loses a contract with the customer at the airport.
- 7.1.2** A "Site" shall be defined as a passenger terminal, cargo warehouse or cabin cleaning site within an airport.
- 7.1.3** A "Classification" is the classification or department as defined by the Employer.

- 7.1.4** Employees may obtain positions by seniority only if they are capable of performing the work and meet all written, pre-existing qualifications of the Employer and the customer.
- 7.1.5** 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 layoff.
- 7.1.6** Seniority rights are lost if any employee: 1) quits, 2) is discharged for cause, 3) fails to report to work within seventy-two(72) hours after receipt of a written notice of recall sent by the Employer to the Employee at his/her last address of record on file with the Employer , 4) is laid-off or absent due to a workers compensation claim for more than nine (9) months or for the period of the Employee's length of service, whichever is less, 5) absence for a period of three (3) consecutive working days without notifying the Employer, 6) unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement, or 7) taking replacement employment elsewhere during the period of a contractual leave of absence to which the Employer reasonably objects.
- 7.1.7** An Employee whose seniority is lost for any of the reasons outlined in Paragraph 7.1.6 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 provisions of this Agreement.

7.2

Seniority list:

- 7.2.1** The Employer shall furnish a seniority list to the Union upon request.
- 7.2.2** If the Union and the Employer disagree on an employee's seniority date, the issue may be resolved through the grievance and arbitration procedure.
- 7.2.3** The seniority list shall be updated quarterly.

7.3

Applications of Seniority:

- 7.3.1** Vacant positions: The Employer shall post all vacant positions (including vacancies on particular shifts and/or schedules) for seven (7) calendar days and send a copy to the Union. The position shall be awarded to the qualified bidder capable of performing

the work with the highest seniority first among bidders in the site and classification. If there is no qualified bidder from the site, then the most senior qualified bidder from the airport shall be awarded the vacancy.

- 7.3.2** Layoffs due to a reduction in force or reduction in hours due to reduced work shall be in inverse order of seniority at the site and 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, so long as the employee is capable of performing the work.
- 7.3.3** Except where operationally impracticable, overtime shall be offered to employees at the site and classification who sign a list volunteering for overtime. Overtime shall be awarded equitably among the volunteers. In the event there are no volunteers, qualified employees working less than a forty (40) hour week shall be required to work any additional hours before overtime is assigned. In the event no such employees are available, the Employer may direct employees to work overtime in reverse classification seniority order.
- 7.3.4** Seniority, including with predecessor employers at the location, shall apply to eligibility for employer benefits, including but not limited to, paid and unpaid time off, except vacation, which is subject to Article 11.

Article 8: Workload/Reductions

8.1 No employee shall be assigned an unreasonable workload.

8.2 When airlines make planned reductions in permanent 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 advance notification to the Union within a reasonable time period upon notification by the contractor's customer. 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.

8.3

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 impracticable.

ARTICLE 9

Article 9: No Strike, No Lockout, Expedited Arbitration

9.1

There shall be no strikes (including, but not limited to, economic, unfair labor practice and/or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, or lockouts by the Employer, relating to this bargaining unit, during the term of this Agreement. In the event of a strike by another labor group or the Union involving 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.

9.2

Any dispute arising from this Article shall be resolved through the grievance and arbitration procedures in Article 5. The Employer may apply to any arbitrator listed in Section 5.3.2 for an immediate restraining order and/or injunction by providing writing notice to the union not less than 24 hours in advance. The arbitrator shall be empowered to grant injunctive or other appropriate provisional relief. Union agrees to immediately comply with any order issued by the arbitrator.

ARTICLE 10

Article 10: Leaves of Absence

10.1

The Employer shall continue its current Leave of Absence policy, including bereavement leave and pay for jury duty.

10.2

Upon ten (10) days advance written notice by the Union, an Employer shall provide each shop steward or other designee of the Union with up to three (3) months of unpaid leaves of absence for union-related activities, where practicable, provided that such leave shall not be unreasonably denied. Such leaves shall be limited to 1 employee per 100 employees per employer per airport per year. However, the union may meet with the Employer if it requires additional employees. Upon such leave, the Employee must surrender his/her airport SIDA card to the Employer and may not demonstrate wearing company attire. 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 or medical leave, sick days, and other time off issues.

Article 11: Vacations

The Employer shall continue to provide vacation and other paid time off under its current policy.

Article 12: Health Insurance

The Employer shall continue to offer health insurance to its employees under its current policy.

Article 13: Holidays

- 13.1** | The Employer shall continue its current holiday policy.
- 13.2** | The Employer will fully comply with any requirements imposed by the Port Authority regarding Martin Luther King Jr. Day.

Article 14: The Workweek, Overtime, and Method of Pay

- 14.1** | The Employer shall establish a regular workweek. Any work performed over forty hours in a week 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.
- 14.2** | The Employer shall be free to set the hours of employment, provided that a normal work week for full-time Employees shall consist of no less than thirty-two (32) hours, unless operationally impractical. The Employer shall make reasonable effort to schedule all employees with two consecutive days off where operationally practical; in addition, days off may be non-consecutive with mutual agreement. The Employer shall establish and maintain an official work week indicating the weekly start and end days and times. The Employer shall post this schedule in a conspicuous place at the worksite where possible.
- 14.3** | Each workday an employee is called into work, and actually reports to work he shall be paid a minimum of four (4) hours pay unless the employee is removed from work for disciplinary reasons.
- 14.4** | The Employer shall not use split shifts unless it is operationally impractical to schedule without them. When possible, split shifts shall be on a voluntary basis. The first three (3) hours of any split shift shall be unpaid.

- 14.5** | Employees shall be scheduled a minimum of four (4) hours per day or twenty (20) hours per week.
- 14.6** | 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.
- 14.7** | Any employee who is required by the Employer to move from site to site in the course of performing his/her work assignments shall be paid for necessary travel time.
- 14.8** | All wages, including overtime, shall be paid in accordance with the Employer's current payroll practices. The Employer and the Union shall confer concerning the provision of a weekly pay cycle.
- 14.9** | The Employer shall provide notice of changes in regularly scheduled shifts at least one week in advance. The Employer shall provide 72 hours' notice of any short-term changes unless impractical.
- 14.10** | Employees who work more than 6 hours in a shift shall be entitled to an unpaid meal break of at least ½ hour. Employees who work a shift of 9 hours or more shall be entitled to a second unpaid meal break of at least 20 minutes. The Employer shall continue any current practice more favorable to the employees.

Article 15: Successors, Assigns, and Subcontracting

- 15.1** | 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 purposes of circumventing the terms of this Agreement.
- 15.2** | To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners,

owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

Article 16: Non-Discrimination

16.1

There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, gender identity, union membership, or any characteristic protected by law.

16.2

All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

16.3

Arbitration of Discrimination Complaints

If the Union elects to pursue a claim of unlawful discrimination under any federal state or local statute through arbitration under Article 5, the grievant may elect to adjudicate the matter through Article 5's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employee(s) who so elect to arbitrate their claims of discrimination shall not file suit or seek relief in any other forum. As a condition to arbitrating these claims, the grievant(s) shall agree to execute a waiver, in a form provided by the Employer, of the right to initiate, advance, litigate or prosecute the same issue in any other judicial or administrative proceeding. In the event the release is not executed or is deemed invalid, the arbitrator will have no authority to grant relief to the grievant(s).

All claims raising violation of anti-discrimination laws by the Union on its own behalf under the collective bargaining agreement or any federal, state or local statute shall be adjudicated solely in this Agreement's grievance and arbitration procedure and the determination in that forum shall be the final, binding, sole and exclusive remedy for such violations for the Union.

The arbitrators hearing any statutory discrimination claim under this provision shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

Article 17: Governmental Mandates

If the Port Authority or other governmental entity mandates benefits and/or paid time off changes, this Agreement shall be reopened, and the parties shall negotiate the implementation of the mandate.

Article 18: Wages

18.1 Minimum Wages shall be the higher of the Port Authority Mandate or the applicable federal, state or local law requirement.

18.2 The employer shall not reduce an employee's base hourly rate of pay. If an employee moves to a job classification with a different rate of pay, she shall receive the base hourly rate of pay for the new classification.

18.3 Tipped Employees:

18.3.1 The employer shall not threaten or discipline any employee due to her accurately reporting the tips she received or instruct employees to report an inaccurate amount of tips.

18.3.2 Until the Port Authority requires that tipped employees receive the full Port minimum in wages, a tipped employee must earn the wage level in paragraph 1 above, which will include the state tipped minimum wage and his tips.

18.3.3 Wheelchair employees are not deemed tipped employees for the purposes of section 18.3.2. The Employer and the Union shall confer about the application of this Paragraph 18.3.3 for newly acquired accounts or where customer or client requests would so require.

Article 19: Management's Rights

19.1

Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of the management (but not intended as a wholly inclusive list of them) are: the right to plan, direct, and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations, and/or services utilized and/or provided, or to discontinue their performance by the employees; to transfer or relocate any/all of the business operation to any location, to subcontract but only consistent with express client mandates and needs and not for the purpose of evading the obligations of this Agreement, discontinue operations by sale or otherwise, in whole or in part at any time; to establish, increase, or decrease the number of work shifts, and to determine the shift starting and ending times, as well as determine the employees' work duties; to require performance of duties other than those normally assigned; to select supervisory employees; to train employees; to discontinue, reorganize, or combine any part of the organization; to promote and demote employees, consistent with the operational needs of the business; to discipline, suspend, and discharge for just cause; to relieve employees from duty for lack of work, or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any location, even though employees at that location may be terminated or relieved from duty, as a result. Where the Employer is permitted to subcontract based on client mandates and needs, as set forth above, the subcontractor will be required to provide its covered employees with the same economic terms as those required by this Agreement.

In no case will this Article be used for the purpose of unlawfully discriminating against any employees. Any of the rights, powers, or authorities the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice to, or consultation with, the Union, except those specifically abridged or modified by this Agreement, as well as any supplementary, subsequent Agreement which may be made and executed by the Parties.

19.2

The Union and its members will cooperate with the Employer within the provisions of this Agreement to facilitate the efficient operation of jobs.

Article 20: Health and Safety

- 20.1** | 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.
- 20.2** | The Labor Management Committee shall periodically review safety procedures to improve workplace health and safety.
- 20.3** | With the understanding that the airlines control conditions in 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.
- 20.4** | The Employer shall not use outdoor assignments to retaliate against or to discipline employees.
- 20.5** | If the Employee believes 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.

Article 21: Uniforms and Personal Appearance

- 21.1** | The Employer will furnish at no cost to the Employees a sufficient number of uniforms to be worn during work hours. The Employer will replace soiled and worn uniforms as needed and as reasonably determined by the Employer. Furthermore, the Employer will furnish coats, jackets, gloves and rain gear to all employees who are required to work outside during inclement weather, and short-sleeved uniforms for hot weather. For employees

whose assignments require their use, the Employer will furnish safety vests. Employer will provide Skycaps with at least one (1) cap.

21.2

Upon termination of employment with the Employer, Employees must return all uniforms and company equipment and gear in their possession.

ARTICLE 22

Article 22: Materials and Equipment

22.1

The Employer agrees to provide and to label and maintain properly equipment and materials adequate to perform any and all work assignments, as required by law.

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 to replace such items as needed to keep up with regular wear and tear.

22.3

In order to improve service to passengers requiring wheelchairs, as well as protect Employee health and safety, the Employer shall take reasonable measures to ensure that wheelchairs are maintained in proper repair, with working brakes, hand grips, foot rests, tires, and without tears or other damage to seats or backrests. Employees shall immediately notify the Employer of any wheelchair requiring repair or replacement.

22.4

Employers agree to make a reasonable effort to require workers to push one wheelchair at a time and not to require them to handle luggage equipment such as carts at the same time as wheelchairs are being pushed. However, the company reserves the right to request employees to push two wheelchairs, should passenger loads and requests require the company to do so.

Article 23: Break Rooms

- 23.1** | The Employer shall request an adequate break room in each terminal and/or area where employees work if the Employer can acquire the space from the client or the airport at no cost. With the understanding that the Employer does not control the work premises, the Employer shall take reasonable measures to provide adequate break rooms.
- 23.2** | If an employee break room is not available, Employees shall not be disciplined for taking their breaks or eating in any public or common area of the terminal and/or area where they work where eating is permitted by the Employer's client or Airport/Terminal regulations.

Article 24: Training

- 24.1** | The Union and Employer acknowledge that passenger 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 shall seek to improve the quality of training provided to employees and explore ways to improve service to passengers.
- 24.3** | The Employer agrees to provide health and safety, training to Employees, as required by law.
- 24.4** | Where practicable, 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.

Article 25: Labor-Management Committee

The Union and each Employer shall create a labor-management committee at each airport consisting of Union representatives, selected by the Union, and management representatives. It shall seek to resolve workplace problems and improve passenger service and employee health and safety.

Article 26: Most Favored Nations

In the event the Union enters into a collective bargaining agreement with a competitor of the Employer at JFK, LGA and/or EWR 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: Drug and Alcohol Policy

- 27.1** | Employees may not be under the influence of alcohol, illegal drugs or legal drugs used in an unauthorized manner while at work. “Under the influence” means that employee is affected by a drug and/or alcohol. Employees, at work or on the Employer’s or client’s premises, or while performing business for Employer may not use, sell, purchase, possess or transfer illegal drugs or prescription drugs other than as prescribed.
- 27.2** | The Employer may require a drug or alcohol test when: 1) required by law or regulation; 2) required by a written customer policy applicable to contractor employees; 3) when there is reasonable suspicion that an employee is under the influence of alcohol or drugs; or 4) where an employee is involved in a workplace accident that requires more than first aid treatment or where there is damage to property or equipment.
- 27.3** | Reasonable suspicion must be based on specific personal first hand observations that Employer representatives can describe regarding the appearance, behavior, speech or breath odor of the employee. Such observations shall be corroborated by a second management representative. Supervisors who shall have the responsibility for recommending that an employee be subject to a drug or alcohol screen test shall have received training in substance abuse detection. A management official other than the employee’s direct supervisor must confirm requiring the drug or alcohol test.
- 27.4** | The Employer shall pay the employee for any time lost from work due to a required drug or alcohol test if the result of the test is negative.
- 27.5** | All collection and testing procedures shall comply with the standards established by the Department of Health and Human Services to assure employee privacy and dignity and accuracy of test results.
- 27.6** | Violations of this Policy may result in disciplinary action. Alternatively, an employee shall be offered an opportunity for rehabilitation for a first offense. However, should an employee “refuse to submit” to the required test, as a “refusal to submit” is defined by the Federal Department of Transportation regulations, the employee’s employment should be terminated.

Article 28: Term

This agreement shall be effective from January 1, 2017 until February 29th, 2020.

SEIU Local 32BJ:

EMPLOYER:

By:

By:

Dated:

Dated:

Employee Free Choice Procedure

This Employee Free Choice Procedure Agreement (“EFCP”) is incorporated into the collective bargaining agreement (“CBA”) between Employer (“Employer”) and Service Employees International Union, Local 32BJ (“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 at Newark Liberty, JF Kennedy and LaGuardia Airports (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.
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 coerce or threaten any employee in an effort to obtain authorization cards. The Union and the Employer agree to notify the employees in writing of the obligations of this paragraph and that violations of this paragraph may be brought to arbitration pursuant to paragraph 9. The Employer shall distribute to the employees the following letter on company letterhead:

Dear Employees:

Many of you are aware that Local 32BJ is organizing airport workers in the New York-New Jersey airports and seeks to organize and represent employees at the airports.

The purpose of this letter is to inform all employees that the Employer will remain neutral regarding Local 32BJ’s organizing. Local 32BJ will be asking workers to give the union their written consent by signing an authorization card to have Local 32BJ represent them for purposes of collective bargaining. If a majority of workers at the airport choose to authorize Local 32BJ to

represent them, the company will respect that decision and recognize 32BJ as the union representative.

Whether or not you decide to join or support the Union is your personal decision. The company will not interfere with your right to make that decision and will respect your choice. Company managers and supervisors will not discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has or has not joined the Union or engaged in lawful activity in support of or in opposition to the Union. Likewise, the Union has agreed that its representatives will not threaten or coerce you to sign authorization cards or to support the organizing effort. Both the Union and the Company have agreed that violations of this pledge may be brought to an arbitrator for review and remedial action.

3. 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.
4. The EFCP shall apply to all employees as set forth in Article 1 of the collective bargaining agreement.
5. 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 regardless of when those cards are 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. The Employer shall not extend voluntary recognition to any other labor organization.
6. The Employer shall provide employee information to the Union pursuant to Paragraph 6.4 of the CBA.
7. The parties agree that any disputes over the interpretation or application of this Agreement shall be resolved pursuant to Paragraph 5 of the CBA.

8. Neither party may provide notice to the National Labor Relations Board or the National Mediation 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.

Side letter of Agreement

With respect to paragraph 18.2 and the potential reduction in base hourly rate because of a change of account, the parties understand this clause is intended to cover two situations: (a) an employee voluntarily seeks a position in a different account that pays less than the rate the employee had been receiving; and (b) an employee has lost his/her higher paid position and seeks or opts for employment in another account in a position that is lower paid.

Agreed to:

For **EMPLOYER:**

For **Local 32BJ:**
