

**Collective Bargaining
Agreement Between
ABM Industry Groups; LLC
And
International Brotherhood of Teamsters**



Local Union 295

August 1, 2025 - July 31, 2029

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AGREEMENT

Agreement entered into between ABM Industry Groups, LLC hereinafter called the “Employer” and LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the “Union” to govern all hours, wages and working conditions herein set forth to continue from August 1, 2025 and including July 31, 2029.

ARTICLE I: RECOGNITION

- A. The Company recognizes the Union as the collective bargaining agent with respect to the rates of pay, wages, hours and other terms and conditions of employment of all employees in the classification of bus operators, fuelers/cleaners and other bus service employees (hereinafter referred to as the JFK/LGA Port Bussing Bargaining Unit) employed by the Company in its Port Authority Bus Operations Department at the John F. Kennedy and LaGuardia Airports hereinafter “JFK” or “LGA”.
- B. The classifications of employees contained herein do not require the Company to have employees in any such classification. There will be no restrictions upon the Company using an employee in one (1) classification on a job in any other classification. In the event an employee is temporarily assigned to work in a classification for which the rate of pay is higher than the pay received by the employee in his regular classification, he shall receive the rate of the higher classification. In the event an employee is temporarily assigned to work in a classification for which the rate of pay is lower than the pay received by the employee in his regular classification, he shall receive the rate of pay of his regular classification. New classifications and the respective wages for those classifications may be added as required by the Company upon Agreement with the Union.
- C. The Company has the right to use employees from other Union Bargaining Units or from either JFK or LGA on an emergency basis to perform any work required to satisfy its obligations to its customers.

ARTICLE II: UNION SHOP

- A. It shall be a condition of employment that all employees of the Company in the Bargaining Unit described heretofore who are members of the Union in good standing on the effective date of this Agreement or the date on which it is executed, whichever is later, shall remain members in good standing. Each other employee in the Bargaining Unit shall, as a condition of employment become and remain a member in good standing of the Union on the ninety-first (91st) day following the latter of the beginning of his employment or the effective date of this Agreement or it’s execution date, or at the end of any probationary or trial period.
- B. The Company will, within three (3) days after receipt of notice from the Union discharge any employee who is not in good standing in the Union as required by the preceding paragraph, unless the employee within that period corrects the deficiency in dues, initiation or reinstatement fee.
- C. The union agrees that it shall identify the Company and hold the Company harmless from any and all claims, awards, decisions or judgments, or any other form of liability which may be made or obtained by any employee against the Company by virtue of the application or interpretation of any provisions of this Article.

ARTICLE III: HOURS OF WORK

- A. As used in the Agreement, a work week shall be any five days followed by two (2) consecutive days off that fall within the Company's pay period (currently commencing at 12:00 AM Saturday and ending at 11:59 PM Friday). A workday shall be a twenty-four (24) hour period commencing with the employee's scheduled starting time.
- B. In the event, an employee reports for work on any regularly scheduled workday without previous notification not to report to work, he shall receive his scheduled number of hours of work or pay for same at the regular hourly rate for his classification unless the Company's failure to provide work is due to causes beyond the control of the Company in which case the employee will not be entitled to reporting pay. The employee shall be required to do work, assigned to him by the Company.
- C. An employee's work week shall consist of five (5) consecutive days, eight (8) hours per day within the employee's bidded seven-day period. Hours worked in excess of 40 hours per week shall be paid at the overtime rate listed at time and one-half (1 ½). Employees who successfully bid a six or seven day shall receive a minimum of eight (8) hours pay at time and one-half (1 ½) for the sixth and seventh day. No provisions herein shall be construed as a guarantee of hours work per day or per week or as a guarantee of days per week.
- D. The Company may institute stagger shifts or shifts consisting of a ten (10) hour workday or four (4) days per week or both. The workdays need not be consecutive, but two (2) of the days off must be consecutive. In such event, overtime and similar provisions of this Agreement shall be adjusted accordingly.
- E. The Company may employ part-time employees in all classifications. A part-time employee assigned to JFK or LGA is an employee who works a minimum of twenty-five (25) hours per week but less than thirty (30) scheduled hours in a work week. Minimum shift for part-time employee shall be five (5) hours per day.
- F. An employee who is not going to report for a regularly scheduled shift shall notify the Company at least two (2) hours prior to the start of his shift. Employees will be required to work a minimum of two (2) hours after their scheduled shift if a replacement not having called in does not report to work.
- G. The Company can change the hours of work in a workday and the number of days that constitute a work week by giving written notice to the employee at least seventy-two (72) hours before the schedule is to take effect. No notice shall be required in the case of an emergency.
- H. Meal Break
 - 1. Full-Time Employees
 - a. A day's work for full-time employees shall be exclusive of one (1) hour for lunch, which period shall not start before the beginning of the fourth hour and not later than the end of the sixth hour. **The Parties intention is that an employee's meal break will occur near the midpoint of the employee's work shift. The employer may ask the employee to work through his/her lunch hour, at which time they will be compensated at the overtime rate of time and one-half (1 ½) beyond eight (8) hours.**
 - b. If an employee is called in prior to the start of his/her bidded shift, the employee may take his/her meal break at their bidded time or earlier (to correspond with the actual start time) at the employee's option provided it does not interfere with the service of the bus route.
 - 2. Part-Time Employees

Part-time employees shall not be entitled to a meal break during their part-time workday.

If however, such employees are required to work more than six (6) or eight (8) hours, **they shall be provided a meal break near the midpoint of the employee’s works shift. If a part-time employee (who is required to work six (6) hours or more) is prevented from taking his/her meal break, the employee will be compensated for his/her skipped meal break at one and one half times his/her regular rate of pay.** Moreover, it is understood and agreed that the Employer in the exercise of its discretion and in accordance with its operational needs and requirements may direct a part-time employee to take an unpaid meal break of one (1) hour. If, however, such meal break is directed and taken, the employee shall be guaranteed to work at least eight (8) hours. The meal break shall commence between the start of the sixth (6th) and not later than the start of the seventh (7th) hour.

3. 10-10 Breaks

Restroom breaks: Proper toilet facilities will be designated at or near the end of each route. The operator will be required to contact dispatch with the bus radio prior to leaving the assigned route and advising dispatch of the change. If dispatch does not answer by the time the employee arrives at the necessary rest stop, the employee shall call back dispatch upon their return to the bus. This does not authorize employees to go off route for personal errands and fast food stops.

ARTICLE IV: RATES OF PAY

A.

	BUS OPERATORS
July 1, 2025	
August 1, 2025	\$27.00
August 1, 2026	\$27.95
August 1, 2027	\$28.93
August 1, 2028	\$30.00

	FUELER / CLEANER
July 1, 2025	\$20.50
January 1, 2026	\$21.25
January 1, 2027	PANYNJ CPI*
January 1, 2028	PANYNJ CPI*

* Pursuant to the [Amended Rules for Implementation of Minimum Wage Policy for Non-Trade Labor Contract – LaGuardia Airport, John F. Kennedy International Airport and Newark Liberty International Airport](#), Effective January 1, 2025, subject to change by the PANYNJ, the minimum wage will increase automatically on January 1 of each year in the period 2027-2028 in accordance with the moving three-year average in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Northeast Region as reported by the U.S. Bureau of Labor Statistics using the 12-month periods ending each September (“CPI-W”).

ARTICLE V: OVERTIME

- A. One and one half (1 ½) times the hourly rate of pay will be paid for all work performed in excess of forty (40) hours in one (1) work week.
- B. A full-time employee recalled to work from home shall receive a minimum of four (4) hours pay at

such regular rate. If said full-time employee is called in prior to his regular starting time, he shall receive overtime pay for hours worked previous to such starting time and shall be permitted to complete his regular scheduled shift in addition thereto provided that, if he is released at his own request, he shall receive overtime pay only for hours worked in excess of eight (8).

- C. Overtime payments shall not be duplicated for the same hours worked by an employee, and to the extent that hours are compensated for at overtime rates under the provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.
- D. The Company shall be the sole judge of when overtime work is required.
- E. In the event overtime is required, and an insufficient number of employees are available to do the work. The Company may assign overtime to be worked in the reverse order of seniority among qualified employees on duty. If such employee(s) refuses to perform such work, they shall be subject to appropriate disciplinary action by the Company.
- F. The Company and the Union agreed to review overtime practices as needed from time to time.

ARTICLE VI: HOLIDAYS

- A. Any employee who has completed the probationary period and is regularly scheduled to work on these specific days, shall receive holiday pay for the following holidays, regardless of the day of the week on which they fall:

New Year’s Day	Memorial Day	Columbus Day
Martin Luther King Day		Veterans Day
President’s Day	Fourth of July	Thanksgiving Day
	Labor Day	Christmas Day
2x Personal Holidays		

- B. Holiday pay shall be calculated as the average daily number of hours the employee is regularly scheduled to work during the calendar week in which the holiday occurs, times the employees regular hourly rate of pay at the time of the holiday. An employee must work as scheduled or assigned on the workday before the holiday and the workday after the holiday to be eligible for the holiday pay.
- C. If an employee is required to work on a holiday, he shall receive the hourly rate of pay for his classification in addition to holiday pay if eligible.
- D. An employee who fails to work on a holiday when scheduled to do so, shall not be entitled to holiday pay.
- E. Scheduled holidays will be observed by the Company on the legally authorized day upon which they fall. In the event of conflict between Federal Law and State or Local Law as to the observance, State or Local Law shall control Day of Observance. Personal holidays shall be approved by the Company upon request from the employee to designate a given day as a personal holiday. Such request to Company must be submitted at least one (1) week in advance of the day to be designated as a personal holiday.
- F. All unused accrued Sick Days will be paid out at the end of each contract year within two (2) weeks through direct deposit.

ARTICLE VII: VACATIONS

- A. All full-time employees who have completed one year of continuous service with the Company shall receive two (2) weeks vacation with pay. Those full-time employees who have been in the employ of the Company for five (5) years shall receive three (3) weeks' vacation with pay. Those full-time employees who have been in the employ of the Company for ten (10) years shall receive four (4) weeks' vacation. Those full-time employees who have been in the employ of the Company for twenty (20) years shall receive five (5) weeks' vacation.
- B. Vacation pay shall be equivalent to the number of hours the employee is regularly scheduled to work multiplied by the regular hourly rate of pay for the employees' classification.
- C. Vacations shall be paid to the eligible employee before he starts his vacation upon written request from the employee. Vacation checks will be paid through direct deposit.
- D. After one (1) year of service, employees who are laid off or discharged or who discontinue service with the Company for any reason, including permanent shut down shall at such times, be paid pro-rated vacation earned since their last anniversary date plus any unused vacation earned in the preceding year.
- E. A vacation pick will be done by Company seniority for the vacation period August 1st to July 31st of each contract year. No employee shall take more than two (2) consecutive work weeks' vacation during period June 1st to September 30th.
- F. Vacation schedules for each classification will be issued by the Company. The Company may limit the number of employees in each classification on vacation at one time with agreement from the Union.

ARTICLE VIII: SENIORITY

- A. Required qualifications to perform the work being equal, seniority in each classification shall prevail in the reduction of forces. The restoration of employees and advancement provided that the employee with greater seniority is ready, willing and able to perform the work available. However, Shop Stewards (not Alternates) will have super seniority for purposes of layoff only.
- B. Whenever reasonably possible a thirty (30) day notice will be given to any employee affected by a reduction in the workforce.
- C. In the restoration of the workforce after a previous reduction, seniority will govern the recall of employees in each classification provided that the employee with greater seniority is ready, willing and able to perform the work available. The right of any employee to be recalled hereunder after a previous reduction in the workforce shall expire after a period of one (1) year from the last day worked, or an amount of time equal to the employee's accumulated seniority, whichever is less.

In the restoration of the workforce hereunder, the Company will notify eligible employees of this restoration of the workforce by mailing a notice (certified return receipt) of such restoration to the employee's address, which appears on the records of the Company. If an employee fails to inform the Company of his desire to return to work within five (5) days after the Company has given the notice provided herein, the Company shall be under no obligation to recall such employee.

Before being recalled or after being absent from work for any reason for a period of thirty (30) calendar days or longer, an employee shall take such physical examination, including substance abuse testing as required by the Company to determine whether he is physically fit and able to perform the required work.

- D. In the event of a layoff effecting fifty (50%) percent or more of the workforce in any one classification at any one (1) location, up to fifty (50%) percent of the effected employees may bump up to fifty (50%) percent of employees in the same classification at another New York Area location of the Company, providing they are capable of performing the duties of the classification at the new location and providing that they have more seniority. Such laid off employees who cannot be located as per above, shall have recall rights to any New York Area location of the Company for the same classification for a period of two (2) years or an amount of time equal to their accumulated seniority within the specified classification whichever is less.
- E. The Company may exercise its rights to assign employees to specific shifts as required. Whenever a change in shifts occurs or a new job opening becomes available, senior qualified employees shall have preference to choose from the Company designated shifts and work schedules within their job classification by means of bidding. A shift pick may be held at the Company's sole discretion at any time, but a minimum of two (2) times per year.
- F. Seniority shall prevail in that the Employer recognizes the general principal that senior employees shall be employed on a probationary status during the first ninety (90) calendar days, (except as otherwise agreed by the Company and the Union). An employee on probation may be discharged for any reason and such discharge shall not be subject to the challenge in the grievance or arbitration provisions of this Agreement. When the probationary period has expired, the employee's seniority shall be computed from the date on which employment commenced.
- G. Seniority shall be lost, and an employee will be considered to have quit if he does not report to work or notify the Company of his intention not to report to work for a period of three (3) scheduled workdays from his last day of work.
- H. Whenever an employee's classification is changed, he shall retain but not accrue additional seniority of a previous classification. He shall be placed on the seniority list in the new classification based upon any previously accrued seniority within that classification. Employees transferring from part-time to full-time classification or vice versa, shall retain seniority in the previous classification, but can only accrue additional seniority of the classification in which they are working.
- I. The Company will maintain separate seniority lists for any given classification at each airport. The Company will maintain separate seniority lists for full-time and part-time employees within the same classification and the full-time shall be considered the higher classification.
- J. The Company will post at all locations, only those openings at another location created by a new startup operation.
- K. In addition to the customary disciplinary and discharge procedures of the Company, any employee may be removed at the request of the Customer(s).

ARTICLE IX: COMPANY MANAGEMENT

- A. It is understood and agreed that the Company retains and possesses all the rights, power, functions and authority, exercised or had by it prior to the execution of the Agreement, except as explicitly limited by an express provision of this Agreement.
- B. Management rights include, but are not limited to the following customary, and usual prerogatives:
 - a. Management of the operation, including determination of the size and composition of the workforce.
 - b. Direction of the workforce, including hiring, assigning, promoting demoting and laying off of employees.

- c. Allocation and assignment of work, i.e. (hours of work or days of work).
 - d. Establishing, amending, changing and enforcing work rules, practices, regulations and policies pertaining to employee's attendance, conduct and safety.
 - e. Maintaining discipline.
 - f. Suspending, discharging or disciplining employees.
 - g. Introducing new jobs, job classifications or departments.
 - h. Developing, approving, maintaining and changing all other Company, policies, procedures, and practices, not set forth in this Agreement and which are not directly contrary to an express provision of this Agreement.
 - i. If by request of the customer, the Company may subcontract work that is customarily performed by the bargaining unit. If there is such a request, the Company shall contact the Union.
 - j. Work covered by this Agreement can be performed by management employees if no bargaining unit employees are immediately available to do the work.
- C. The listing of specific rights in this Article is not intended to be, nor shall be restrictive of, or a waiver of any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Company in the past.

ARTICLE X: GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the term "Grievance" means any dispute between the Company and the Union or between the Company and any employee concerning interpretation or application of the terms of this Agreement. Any grievance that is not presented within seven (7) calendar days from the date the Company, employee or the Union knew, or should have known of the fact or facts upon which the grievance is based, need not be considered by the Company as a valid grievance.
- B. Except as provided above, all grievances shall be processed in accordance with the procedures herein set forth:
- i. The discipline shall be taken up by the aggrieved employee and the Shop Steward with the Supervisor. The Supervisor must give his answer to the grievance within seven (7) calendar days. If the Supervisor fails to give a timely answer or if no satisfactory settlement is reached between the parties; then,
 - ii. The grievant must reduce the grievance into writing and turn it into the Department Manager or other duly authorized management personnel of the Company who will, upon request agree to meet the grievant, the Shop, Steward and a Union Representative, and the Company will render a written reply. In the event, the grievance is not settled in Step B, then by mutual agreement of both parties, the grievance may be submitted to a panel consisting of two (2) representatives of the Union and two (2) representatives of the Company. The decision of the panel shall be final and binding on all parties. In the event of a deadlock of the panel, either party may proceed to step C.
- C. In the event, the grievance or dispute is not settled in a manner satisfactory to both parties by the foregoing, then either party has the right to submit such grievance or dispute to arbitration in the manner hereinafter provided.
- D. Disputes between the Union and the Company may be processed in the first instance directly with the Company as provided in B above.

ARTICLE XI: ARBITRATION

- A. Any grievance not satisfactorily settled in accordance with the procedure outlined in Article X, may be referred to arbitration by either the Union or the Company by serving a written demand on the other party within ten (10) days following the meeting or meetings referred to in Article X, Section 2B.
- B. If the Union and the Company are unable to agree upon an impartial arbitrator within ten (10) days after either party notifies the other party of its decision to arbitrate, either party may request the American Arbitration Association to make the selection and accordance with the usual practices of the Association in this connection.
- C. The arbitrator shall have the authority only to interpret and apply the provisions of this Agreement, but shall have no power to add, subtract from, or change any of the terms of this Agreement. The decision of the arbitrator shall be based solely on the evidence and the arguments presented to him by the respective parties. The decision of the arbitrator shall be final and binding on the Company, the Union and the employee. The grievance and arbitration procedure provided in this Agreement shall constitute the sole means for resolving disputes arising under this Agreement.
- D. The fees and expenses incident to the services of the arbitrator shall be shared equally by the Company and the Union.

ARTICLE XII: CHECK OFF

- A. Upon receipt of signed authorization cards from employees in the Bargaining Unit and in accordance with the Labor Management Relations Act of 1947 and all other applicable laws, the Company shall collect initiation fees, and Union dues from the employee by deducting such dues from the employees' wages on a weekly or bi-weekly basis (at the Union's option). The amounts so collected by the Company will be paid over to the Union the first week of the following month.
- B. The Union shall defend, indemnify and hold harmless the Company from any claims or liability arising out of the deductions provided for herein.
- C. The Company on a monthly basis shall provide the Union, a current seniority list of all employees showing the employee's name, address, date of hire, classification and rate of pay.
- D. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made, which is prohibited by applicable law.

ARTICLE XIII: STRIKES AND LOCKOUTS

The Company agrees not to lock out its employees during the term of this Agreement. The Union agrees that during the term of this Agreement, it will not engage in, encourage or condone any strike, slow-down, interference or interruption of production or service. The Union shall take affirmative action to prevent or stop any such strikes, slow-downs, walkouts or other interference with work.

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement if the event an employee refuses to enter upon any property involved in a

primary labor dispute, or refuses to go through or work behind any primary picket line sanctioned by the Union, including a picket line of the Union party to this Agreement, and including primary picket lines at the Employer's places of business. The Union agrees to provide the Employer with at least seventy-two (72) hours advance written notice, by email to the Employer's usual point of contact, of any such picket line(s) and their location(s), along with a confirmation that any picket line so established is a primary picket line. In such circumstances, the Employer may exercise its lawful rights to get the work done.

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer of person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE XIV: HEALTH AND WELFARE - TEAMSTER HEALTHCARE FUND OF NEW YORK & NEW JERSEY (DENTAL PLAN INCLUDED)

- A. Commencing with August 1, 2025, and on the first day of each month thereafter, the Employer shall remit to the Teamster Healthcare Fund of New York and New Jersey **\$1,500.00** per month for each of the Employer's bargaining unit employees who has been employed by the Employer.
- B. Commencing with August 1, 2026, and on the first day of each month thereafter the Employer shall remit to the Teamster Healthcare Fund of New York and New Jersey **\$1,575.00** per month for each of the Employer's bargaining unit and employees who has been employed by the Employer.
- C. Commencing with August 1, 2027, and on the first day of each month thereafter, the Employer shall remit to the Teamster Healthcare Fund of New York and New Jersey **\$1,655.00** per month for each of the Employer's bargaining unit and employees who has been employed by the Employer.
- D. Commencing with August 1, 2028, and on the first day of each month thereafter, the Employer shall remit to the Teamster Healthcare Fund of New York and New Jersey **\$1,740.00** per month for each of the Employer's bargaining unit and employees who has been employed by the Employer

For new hires payment shall start with the month in which the 30th day after the employees' hire falls. Payments shall be made monthly, in advance at the Teamster Healthcare Fund of New York and New Jersey office. The Employer shall also provide a copy of the transmission documents to Local 295, so that it is aware that the provisions of the section are being complied with.

- E. The Employer assumes full responsibility for coverage for all Employees and in the event of any loss sustained by the employee or his family, resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall be liable for any such loss. The Employer further agrees provide statutory disability benefits for the employees covered by this Agreement at no cost of the employees covered by this Agreement.
- F. The Teamster Healthcare Fund of New York and New Jersey shall be under the supervision and control of a Board of Trustees consisting of two (2) or more Union trustees designated by Local 522, and an equal number of Employer Trustees who will be designated by the contributing Employers. The Fund is governed by a Trust Agreement and all amendments thereto from time to time duly adopted copies of which shall be provided to the Employer.
- G. A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his signature in the space designated on the contribution form submitted by the Fund. It is also agreed that the Employer in response to requests by the Union

and/or either of the Funds will make its books and records available for review and audit.

H. If the Union and/or the Fund is required to proceed to either arbitration under the Agreement or litigation in a Court of competent jurisdiction to enforce their rights under this Section, and they are successful, the Employer will be responsible to pay their attorney's fees expended in such action as well as any other relief provided by this Agreement and/or the applicable legal precedent.

I. Health and Welfare Plan Opt Out

Section 1. **Open Enrollment/Opt-Out Periods.** Employees covered by this Agreement may elect, during an annual open enrollment period, to opt out of participation in the Employer, Union, or jointly administered benefit programs, including but not limited to the health and welfare plan, where such optout is permitted under applicable law and plan rules. The open enrollment period shall occur once annually and shall coincide with the open enrollment period for health care benefits, unless otherwise mutually agreed by the Employer and the Union.

Section 2. **Election Process.** (a) Employees wishing to opt out must provide written notice during the open enrollment period using forms developed and agreed upon by the Employer and the Union. (b) The Employer shall be responsible for administering and processing such elections and ensuring compliance with all applicable federal and state laws and plan requirements. (c) No election shall be deemed effective unless and until the Employer confirms that the opt-out has been processed in accordance with applicable law and plan rules.

Section 3. **Non-Interference.** The Employer shall not encourage, discourage, or otherwise interfere with an employee's decision to opt out or remain a participant in any benefit program.

Section 4. **Indemnification.** The Employer shall indemnify, defend, and hold harmless the Union, its officers, agents, and representatives from any claims, demands, or liabilities arising out of or relating to the establishment, administration, or consequences of the opt-out process, including claims alleging violations of federal, state, or local law, rule, or regulation.

Section 5. **Bargaining Authority.** Nothing in this Section shall be construed to limit or waive the Union's rights as the exclusive bargaining representative under ERISA, NLRA, or applicable federal, state, or local law, rule, or regulations.

The Employer agrees to comply with all requirements of the New York State Healthy Terminals Act, including but not limited to the provision of the applicable supplemental health care contribution or supplemental wage (cash in lieu of health coverage) equal to the health and welfare rate as designated by the N.Y.S. Commissioner of Labor under the Healthy Terminals Act, as amended, for all covered airport workers pursuant to the Act. Covered bargaining unit employees who elect not to participate in the Employer-sponsored, Union, or jointly administered benefit programs, including but not limited to the health and welfare plan, shall be eligible to receive cash in lieu of health care contributions in accordance with the Healthy Terminals Act and applicable N.Y.S. Department of Labor guidance. The Employer shall implement all benefit contributions and wage supplements required by the Healthy Terminals Act and any implementing regulations. Within ninety (90) days of the effective date of this Agreement, the Employer and the Union shall meet to review the Employer's compliance with the Healthy Terminals Act, to discuss any necessary adjustments, and to address any compliance concerns raised by either party.

ARTICLE XV: RETIREMENT PLAN

Teamster's Annuity Plan with \$10 a week match from ABM.

ARTICLE XVI: SICK LEAVE

- A. Full-time employees who have completed their probationary period shall accumulate one (1) sick day per month up to six (6) months and then be entitled to seven (7) days each August 1st thereafter.

Part-time employees shall be eligible for seven (7) days paid sick leave.

One (1) day of sick leave shall be equal to the number of hours the employee is regularly scheduled to work, times his regular hourly rate.

- B. An employee shall present evidence of his sickness upon his return to work, including a Doctor 's Certificate, if requested by the Company after three (3) consecutive calendar, days of absence.
- C. All unused accrued sick time as of July 31st of each contract year will be paid out within the first two (2) weeks in August through direct deposit.
- D. Employees were laid off or discharged or discontinue service with the Company for any reason shall at such times receive pay for any earned but unused sick leave.

ARTICLE XVII: PAY FOR DEATH AND FAMILY

- A. In case of death occurring in the immediate family of a full-time employee with more than one (1) year of service, paid bereavement shall be approved by the Company up to a maximum of three (3) consecutive days provided that's such leave shall not increase the employees regular wages for the nor shall leave be provided for work days occurring after the date of the burial service.
- B. "Immediate Family" shall mean spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, grandmother, and grandfather of the employee.

ARTICLE XVIII: GENERAL CONDITIONS

- A. If an employee is injured during working hours and is unable to continue to work on the advice of a physician, he shall be paid at his regular hourly rate of pay for hours he would have worked that workday, but for such injury.
- B. Employees' wages shall be paid weekly. The Union and the Company agree to meet at least once during the term of this Agreement to review the basis for which weekly pay shall continue and the cost benefits associated with a different pay frequency.
- C. The Company will supply all uniforms and cover the cost for each employee as follows:

Employees shall receive an initial supply of two (2) pants and two (2) shirts within the first week of service after completing training and will be supplied with a total of five (5) pants and five (5) shirts after completing the probationary period. Each year thereafter employees may request replacement uniforms provided they are damaged or worn out and not abused. In order to be eligible for replacement uniforms, the employee must return the worn or damaged items for which a replacement is being requested. Required outer gear, which may include rain gear, outer jacket, reflective, vests, or other required clothing shall be furnished by the Company without cost of the employee. The employee may wear a shoe or sneak while working, the only requirement it must be solid black and color.

Wearing a complete uniform distinguishes you and identifies you to the general public and to individual Customers. It shows that you represent ABM Aviation, your uniform reminds the Customer who is providing the service.

The Company's uniform policy may be changed, supplemented or modified by the Employer as it deems appropriate, and all unit personnel shall comply therewith.

Next to your smile and your eye contact, your uniform gives the most important first message that a Customer notices.

- D. When required by the Company, employees shall attend training sessions to improve their skills. Payment for attendance at such training sessions whether or not such training session is on the employee's regular scheduled shift shall be made at the regular hourly rate of pay for the employee's classification.
- E. DOT Medical & Regulatory Requirements Pertaining to Commercial Bus Driver/Operator. The US Department of Transportation ("DOT ") has established a comprehensive list of regulations (Federal Motor Carrier Safety Regulations of FMCSR) that a professional driver/operator must comply with which include Age Limitation, Literacy, and Physical Ability. The FMCS does require that a commercial driver/operator "safely operate the type vehicle he/she drives" and be familiar with methods needed to secure cargo (including passengers) appropriately (FMCSR 39.11). If your physical impairments, you need to consider, whether or not they will disqualify you from becoming or continuing to be a commercial driver/operator. The (FMCSR391.11) requires that a driver/operator not have any feet, legs, hands or arms missing unless he/she has a waiver allowing him/her to operate a commercial vehicle. In addition, you must not have any impairment that might interfere with operating a commercial motor vehicle. As such any failure by a driver/operator to meet the conditions listed above by FMCSR will be treated as a failure to meet the conditions of employment and will not be considered an illness and he/she must present medical clearance documentation to the Company in order to return to work without restrictions.
- F. DOT Drug Testing. If an employee is required to take a drug and/or alcohol test due to a post-accident incident and receives a negative result, the employee will be compensated for the scheduled shifts that are missed while awaiting test results. This policy applies exclusively to incidents classified as 100% No-Fault Accidents.

ARTICLE XIX: COMPLETE AGREEMENT

- A. The parties here to expressly agree that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue, not covered by the provisions of this Agreement.
- B. The party specifically agree that this Agreement is the sole and complete Agreement between them covering this bargaining unit as described an Article 1, Section 1 and that any other previous Agreement or Agreements, oral or written expressed to implied are of no further force or effect and neither party shall have any liability to the other with respect thereof.

ARTICLE XX: ALTERATION OF AGREEMENT

It is the intent of the parties that the provisions of this Agreement will supersede all prior Agreements and understandings, oral, written, expressed or implied between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration here under or otherwise. The parties expressly agree that during the effective dates of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue covered by the provisions of this Agreement.

ARTICLE XXI: SEPARABILITY AND SAVINGS

- A. If any Article or Sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Articles or Sections should be restrained by such tribunal, pending the final determination as to its validity, the remainder of the Agreement and of any rider thereto, or the application of such Articles or Sections to person or circumstances, other than those to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Articles or Sections are held invalid or enforcement of or compliance with which has been restrained as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Articles or Sections during the period of invalidity or restraint. In the event the parties are unable to agree on a replacement clause such dispute shall be subject to the arbitration provision of this Agreement.

ARTICLE XXII: Job Protection for Technological Advancements

Upon notice of any technological changes that could impact bargaining unit employees, the Company shall immediately without delay notify the Union prior to implementing the same. Technological change encompasses the introduction of machines, software, and artificial intelligence, robotics, and other forms of automation that modify, replace, or reduce tasks previously undertaken by human employees. In said instances where technological changes, advances, tools or equipment are sought to be implemented, the Employer commits to using its best efforts to offer comprehensive training to equip affected employees with skills for alternative job roles within the bargaining unit.

The Employer and the Union shall convene biannually to discuss technological strategies, their potential impact on the bargaining unit, and measures to ensure continuity and security for employees, including whether the implementation of certain technologies and any derived evidence that can be used for disciplinary actions be subject to review with Union proper representation for employees.

ARTICLE XXIII: DISCRIMINATION

- A. Whenever “he” or “his” used in this Agreement, it shall mean “he” or “she” or “his” or “her”.
- B. The Company agrees that it will not discriminate against any employee because of race, color, religion, sex, national origin, Union membership, or occupationally irrelevant physical impairments.

ARTICLE XXIV: SHOP STEWARD

- A. The Company recognizes the right of a Shop Steward to act on behalf of employees provided such Union activity shall not interfere with the normal and regular operations of the Company. The Union agrees to advise the Company in writing of the name of the Shop Steward who has been so authorized to act on behalf of the employees and “to notify” the Company when changes are made.
- B. The Shop Steward shall suffer no loss of pay for time spent during regular working hours for the processing of any grievance or dispute in accordance with the grievance procedure of this Agreement.
- C. The primary Shop Steward shall be entitled to participate in one (1) paid meeting per quarter upon advance notification to the Manager on duty. The employer shall pay no more than eight (8) hours

- of straight time pay for each session.
- D. The primary Shop Steward and alternates have no authority to take strike action or any other action interrupting the Employer's business.
- E. The primary Shop Steward shall have super seniority for layoff purposes only.

ARTICLE XXV: JURY DUTY

- A. When a full-time employee is called for jury service, he shall be excused from his regular duties on the days he is required to appear in Court. For any regularly scheduled workday in which time off for jury duty is granted, the employee shall be paid for his regularly scheduled hours of work at his straight time hourly rate less any amount received as a jury duty fee up to a maximum of ten (10) days during any one(1) period of jury service. The employee will be required, however, to turn over to the Company adequate proof of his jury duty service and compensation in order to receive the compensation above provide provided.
- B. The Company may pay for jury duty service for any employee more than once every two (2) contract years.

ARTICLE XXVI: LEAVE OF ABSENCE

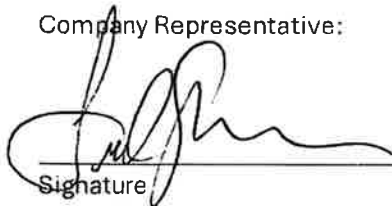
Leaves of absence shall be administered in accordance with the Federal Family and Medical Leave Act of 1993, as may be amended from time to time.

ARTICLE XXVII: DURATION OF AGREEMENT


This Agreement shall be effective August 1, 2025 and shall remain in effect until the 31st day of July 2029 and thereafter shall be deemed automatically renewed for periods of one (1) month and monthly thereafter unless written notice of desired change or termination is received at least sixty (60) days prior to the expiration date. Notwithstanding this Article XXV, the Company and Union will renegotiate the provisions for wages of medical benefits, should the Port Authority notify the Company of its intent to re-bid the contract(s) under which the Company provides services which utilize the classifications of employees contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day of FEBRUARY ~~January~~ 2026.

Company Representative:


Signature _____ Date 2/25/26

Union Representative:


Signature _____ Date _____

APPENDIX "A"

ATTENDANCE PROGRAM AND DISCIPLINE

ATTENDANCE PROGRAM

Categories: There shall be three (3) categories of offenses under the attendance program:
i) tardiness, ii) absence, and iii) pattern absences.

Tardiness: is a failure to complete the scheduled shift (including scheduled pre/post shift work) whether by reason of reporting to work late or leaving work early. Three (3) incidents of tardiness in a calendar month will be considered excessive and subject to the progressive discipline steps listed below.

Absence: is a failure to report to work on one (1) or more consecutive work days. Two (2) incidents of absence in a calendar month will be considered excessive and subject to the progressive discipline steps, listed below. (Provided, however, if the failure to report to work is due to legally required or agreed to leave of absence, i.e. workers' compensation, ADA, FMLA, etc., then this period of leave shall not constitute an incident of absence for the purpose of attendance policy.)

Pattern absences

Progressive Discipline Steps

1 st Step	Written Reprimand
2 nd Step	Written Warning Letter
3 rd Step	Subject to Suspension
4 th Step	Subject to Discharge

The progressive discipline steps will be applied to unlike offenses.

Credit

If an employee is in the progression, and has no further incident for one (1) calendar month from the date of the last incident, then he shall revert back one (1) prior disciplinary step. For each two (2) calendar month period thereafter in which the employee has no further incident, the next prior disciplinary step shall be dropped.

III. COMPANY WORK RULES – DISCIPLINE

A. The discipline suspension or discharge of an employee covered by this Agreement shall be for just and sufficient cause. The Employer agrees to recognize and abide by the practice of progressive discipline. Accordingly, except in cases of Category “A” offenses, discipline for Category “B” offenses, and/or Category “C” as set forth below shall be implemented in accordance with the respective progressive discipline steps therein stated. As used herein for Category “B” offenses in Category “C” infractions, the term “subject to” simply means that the employer may impose progressive discipline “up to and/or including” the disciplinary penalty stated therein in accordance with its discretion. It is also understood and agreed that the Employer’s imposition of a lesser penalty in the exercise of its discretion under the “subject to” provisions shall not constitute or be deemed to constitute a binding practice or precedent for any future cases involving any unit employee.

Category “A” Offenses:

Serious offenses for which just and sufficient cause for summary discharge shall be deemed to exist shall include, but not be limited to the following:

Drunkenness, or drinking during work hours (including lunchtime, break periods, and overtime, assignments) or being under the influence of liquor or unlawful drugs during work hours (including lunchtime, break periods and overtime assignments), and/or at any time on the Employers premises;

Carrying and/or possessing unlawful drugs, any guns, illegal weapons, or dangerous explosives during work hours (including lunchtime, break periods, and overtime assignments), or at any time on the Employers premises; and/or

Testing positive to a drug and/or alcohol test reasonably requested pursuant to the provisions of the Substance Abuse Policies and Procedures appended to this Agreement;

Theft, or failing, or refusing to submit to an investigation of a theft search by the Employer or security person as long as a Steward or alternate is present. If neither is available, a member selected by the employee shall be permitted to attend;

Unprovoked assaulting or threatening injury to supervisor, other Employer, representative fellow employee or to a customer; unprovoked fighting with a supervisor, other Employer representative, customer or employee during work hours, (which includes a lunch period, break, and overtime assignments) or at any time on the Employer’s premises; unprovoked fighting with a supervisor or

other Employer representative, customer or employee after regular work hours, provided such activity has a direct nexus to the Employer's business operation;

Failure to protect the vehicle from theft (i.e. failing to lock or otherwise secure the vehicle).

Engaging in any conduct in violence of the No-Strike provisions of the Collective Bargaining Agreement;

Willfully falsifying employment application, time cards, cartage reports, manifests, route, sheets, or other Employer records for the employee's personal benefit or gain;

Malicious tampering with the Company's or coworker's property;

Engaging in a hit-and-run accident, engaging in a vehicular accident which results in death of or serious bodily injury to a participant therein, due to the employee's gross negligence or willfully failing to report of vehicular accident.

Category "B" Offenses:

Offenses for which just and sufficient cause shall be deemed to exist and warrant the imposition of discipline and three (3) progressive steps for **like** offenses (i.e. 1st Step - Written Warning; 2nd Step -Subject this suspension (up to five (5) days); 3rd Step - Subject to discharge) shall be as follows:

At fault accidents

Insubordination:

Failure to follow a clear work directive (example but not limited to -not using a spotter when parking bus in lot)

Violation of posted Company Safety Rules, as approved by the Union (such approval shall not be unreasonably withheld);

Abusive profanity to customers or supervisors, or fellow employees;

Willful discourtesy to a customer;

Failure to report minor vehicular accidents (i.e. minor nicks, scrapes, etc.) or engaging in a preventable vehicular accident resulting in damage costs to the Company.

Category "C" Infractions:

Minor in fractions, for which just cause shall be deemed to exist and warrant the imposition of discipline and four (4) progressive steps for each **LIKE** infraction (i.e. Step 1 - Written Counseling;

Step 2 - Written Warning; Step 3 - subject to Suspension (up to three (3) days); Step 4 - subject to Discharge) shall include, but not be limited to the following:

Failure to report absences at least one (1) hour prior to employee's start time. In the case of early A.M. shuttles, however, the prior advance notification of absent shall be at least two (2) hours prior to the employee's start time. Calls must be made to any member of management;

Failure to protect Saturday/holiday bid or pre or post shift extensions where employee's action has an adverse impact on the Employers operations;

Failure to abide by the Employer's dressing and grooming standards or the Employer's Uniform Policy;

Engaging in any activity unrelated to the proper performance of the employee's job duties and responsibilities, including, but not limited to horseplay, gambling, loitering, ball playing, and playing, graffiti, etc.

Credit and rollback: Discipline issued under A.2 (Category "B" offenses), A.3 (Category "C" infractions) above, will remain in effect for one year. Placement on the progressive disciplinary steps shall be adjusted as lower threshold steps become time-barred, pursuant to the one (1) year rollback.

An employee facing termination or engaging in Category "A" offense, may be removed from the job as and when the Employer deems appropriate without time limitation;

An employee facing termination for engaging in a Category "B" offense may be removed from the job two (2) weeks after the date of such misconduct; and

An employee face in termination for engaging in a Category "C" infraction shall be entitled to remain on the job until his employment status has been resolved by the Arbitrator following the timely submission and processing of a grievance pursuant to the express provisions of this Agreement, or for a period up to sixty (60) calendar days following the issuance of the termination letter, whichever occurs first. (The failure to file timely grievance with respect to the termination shall result in the employee's immediate removal from the job.)