INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 142

EFFECTIVE DATE: SEPTEMBER 1, 201821 TERMINATION: AUGUST 31, 202124

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LABOR AGREEMENT

Article 1 Purpose of Agreement

- (a) The purpose of this Agreement is, in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully for the attainment of these purposes. To further these purposes, the Company or an International Representative of the Union may request a conference at any time to discuss and deal with any general condition that may rise under the application of this Agreement.
- (b) No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.
- (c) It is understood whenever in this Agreement employees are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.
- (d) The Company and the Union agree that there shall be no discrimination against any individual with respect to employment, compensation, term or conditions based upon sex, color, race creed, religion or national origin, marital status, Veterans of War Status or disability.
- (e) In the event the Federal or State Government enacts a law, or laws, which affect and are, or become, applicable to employees of the Company, the Company and the Union will meet prior to the imposition of such law(s) to discuss any implementation as it applies to various contract-covered classifications, types of screening tests if required by such law(s), selection of appropriate testing facilities, etc. Such meetings(s) may be initiated by either party to this Agreement.
- (f) Any person who feels he has been subject to sexual, ethnic and other forms of impermissible harassment or discrimination agree to bring his complaint to Signature's attention and utilize Signature's internal Company's procedure prior to seeking external remedies.

Article 2 Scope of Agreement

- (a) This Agreement applies to the SIGNATURE FLIGHT SUPPORT operations at Washington Dulles International Airport.
- (b) The Company hereby recognizes, in accordance with Certification Case 5-RC-4401, by the National Labor Relations Board, dated November 29, 1963, the International Association of Machinists as the sole and exclusive bargaining agent for all employees in all classifications hereafter listed in Article IV.
- (c) The Company agrees that all work, of any nature, presently performed by employees in the classifications represented, shall continue to be performed by them and such work will not be subcontracted without prior written approval of the Union. All work presently subcontracted of any nature, may continue to be subcontracted.

Article 3 Status of Agreement

- (a) The express provisions of this Agreement for its duration constitute the complete and total contract between the Company and the Union with respect to rates of pay, wages, hours of work and other conditions of employment. It is agreed that this Agreement can be added to, detracted from, altered, amended or modified only by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives. Both parties agree that they have had a full opportunity to negotiate concerning every aspect of rates of pay, wages, hours of work, and all other terms and conditions of employment. Any such matters not covered by this Agreement shall remain within the sole right and discretion of the Company, and during the term of this Agreement and any extensions thereof, the Company may not be required to negotiate with respect thereto.
- (b) It is understood and agreed that this Agreement will be binding upon any successors (by merger, consolidation or sale) to the present corporation as allowed by Law and within the terms of the then existing Metropolitan Washington Airport Service contract. In any event, the Company and the Union will meet prior to any change to discuss all possible protection for the employees hereunder.

Article 4 Work Classifications

A. <u>MECHANICAL CLASSIFICATIONS</u>:

- (1) <u>Lead Ground Service Mechanic</u> The work of a Lead Mechanic shall consist of and include the leading and directing the mechanic and lower classifications. He may also do the work of mechanic if it is required of him, but this shall not relieve that other member of his group of his responsibility for the work performed. He may be required to give "on the job" training and instruction to employees of any classification except Aircraft Inspectors.
- Mechanic shall consist of and include any and all work generally recognized as mechanic's work in and about Company shops, buildings or facilities. This includes all work contracted by owners or persons authorized by owners to contract the work to the Company, whether in Company shops, buildings or not. The work of a Mechanic shall include the mechanical devices, automotive equipment and building maintenance (building maintenance shall include maintaining, repairing, altering and construction of buildings and equipment, including such work as carpentry, painting, masonry, plumbing, electrical), maintain fire equipment and repair work. A mechanic may be required to give "on the job" instruction to an employee of the same classification but shall not perform the work of a lead mechanic in leading and directing the work of other employees.

B. <u>LINE CLASSIFICATIONS</u>:

- (1) <u>Lead Line Service Technician</u> The work of Lead shall consist of and include the same work as that of a Line Service Technician and in addition, as a working member of a group, he shall be required to assign and direct the work of other employees of lower classifications and may be required to give instruction and training to employees of the same or lower classification covered by this Agreement. Leads will not be permitted to perform mechanic's work of any class or supervise mechanic work.
- (2) <u>Line Service Technician</u> The work of a Line Technician shall consist of servicing of aircraft, which will include but are not limited to, marshalling of aircraft, towing, refueling, lav and water service, loading, unloading, pick-up and delivery of passengers, crews, baggage, freight and cargo, and oil and windshield servicing. Line Technicians shall handle all aircraft movement and required functions related to aircraft movements. Qualified Line Technicians may be required to give on the job training and instructions. Signature Flight Support Air Concierge may, in

conjunction with Technicians, transport passengers and crews, including baggage, using mobile transportation. Line Technicians shall perform equipment inspections, daily fuel quality control, cleaning of ramp service equipment, landscaping, and building maintenance, and cleaning.

(3) <u>Line Service Technician On-The-Job Trainer</u> Job Description

- Performs all Line Service Technician duties
- Must be able to complete and obtain all the Company's training programs and be Signature-Certified On The Job (OJT) Trainer.
- Primary responsibility will be to oversee the initiation of the OJT Program for Line Service Technicians.
- Coordinates with Lead Line Service Technician to determine daily duties and tasks.
- Observes trainee processes and ensures proper technique and training objectives are met.
- Maintains current knowledge of OJT Program policies and procedures for Line Service Technicians. This will include overview knowledge of the AFQC Program.
- Provides training to Line Service Technicians employees related to the roles and responsibilities they will have in the workplace and covered under the OJT Program.
- Ensures proper completion of OJT checklist.
- Performs other duties as assigned.
- a. Management shall, at its discretion, select the Line Service Technician On the Job Trainer for the first and/or second shift from those employees who sign the bid sheet.

C. **GENERAL**:

Management will designate a lead for all shifts with more than two employees.

Except in cases of special events, a Lead will not be required to direct the work of more than twelve (12) employees in his classification. On any shift the does not have a Lead scheduled, the company may upgrade into this position for the shift. Should the company determine the need for overtime while an employee is upgraded, they will call the Lead overtime list first.

1. It is recognized that the nature of the Employer's operation is such as to require the employment of Part Time employees. Part Time Line Service Employees will be limited to Forty percent (40%) of the total Full Time Line Service Employees. In case of a layoff all part time employees will be laid off before any full time employee and any part time positions will be offered to any full time employee being displaced if requested.

2. Part Time employees will be scheduled to work not more than thirty-two (32) hours in any work- week.

Article 5 Hours of Service

- (a) Eight (8) or ten (10) consecutive hours of service shall constitute a standard work day. The decision of whether to incorporate ten (10) hour work days into the schedule, as well as how many, shall be at the sole discretion of management.
- (b) Five (5) days of eight (8) hours each or 4 days of ten (10) hours each, worked within seven (7) consecutive days, shall constitute a standard workweek. The pay period shall be 12:01 a.m. Monday through Midnight Sunday. Employees hereunder shall be granted two (2) regularly scheduled consecutive days off following either the four (4) or five (5) days worked. The only deviation from this practice of two (2) consecutive days off will be where it is agreed between the Company and the Union to rotate scheduled days and, in order to repeat the schedule, deviation is necessary.
- (c) Where multiple shifts are needed, the Company reserves the right to schedule employees and establish shifts as dictated by customer requirements. The Union will be apprised as additional work schedule or starting times are needed. All employees will be allowed a thirty (30) minute lunch period which shall be assigned and completed between the third and one-half and sixth hour of service on their respective work schedule. The maximum number of starting times will be eleven (11) with no more than five- (5) on any one shift. Shift one (1) will be between 6am and 10:59am; Shift two (2) will be between 11am and 6:59pm; and Shift three (3) will be between 7pm and 5:59am.
- (d) Employee's regular scheduled days off and starting time of the working shifts shall be posted in the office. Five (5) calendar days notice shall be given to each employee affected for any change in his starting time or scheduled days off unless the Company is unable to give said five (5) days notice due to circumstances beyond its control. This need not apply to temporary changes provided the employee so affected is agreeable to the change.

The Company will allow employees who submit the proper paperwork and get approval from management to trade shifts and days off, provided such trades do not result in the

requirement of overtime pay either under the terms of this Agreement or any wage and hour law.

A re-bid of all jobs covered by this Agreement will be made twice a year. The Company will post the seniority list on March 1st and September 1st of each year. The bid sheet will be posted on March 15th and September 15th. The effective date of the bid will be April 15th and October 15th.

The Company will notify the Union of any other changes in shifts and/or days off and of the purpose or need for such changes.

Employees who change shifts or days off due to their bidding on another job shall not be paid overtime as a result of such change. However, an employee shall be paid overtime when the Company changes his shift or days off and the work week provisions are violated thereby.

The Supervisor in each department will be responsible for the proper application of these procedures.

- (e) No employee will be called to work, or required to report for work for a work shift of less than eight (8) hours of pay therefore, except as provided for in Article VI(c).
- (f) For payroll purposes, the "regular work day" and "regular scheduled days off" shall begin with the starting time of the employee's regular scheduled work shift and for the next twenty-four (24) hours, at which time his next day (twenty-four hours) will begin.
- (g) Where there are federal or state daylight savings laws, the work schedule may be changed to comply with such laws without payment of overtime.

Article 6 Overtime

- (a) The rules governing the assignment of overtime shall be agreed upon by the Company and the Union and are solely for the purpose of distributing overtime as equally as possible among the concerned employees in accordance with the rules. The supervisor in each department shall be responsible for the proper application of these rules and procedures.
- (b) Management shall provide four (4) hours' notice to employees of mandatory overtime, excluding emergencies (i.e. weather, unscheduled flights/delay or sick time), where a one hour notice is required.

- (c) Employees who are called to work on a day off shall be paid for no less than four (4) hours at the applicable rate of pay. The applicable overtime rate shall be paid to any employee having Sundays and Mondays off as for any two (2) consecutive days off.
- (d) For continuous service of (4) or more hours after regular working hours, employees will not be required to work more than two (2) hours without being permitted to go to meals and employees will be allowed a Thirty (30) minute period in which to eat without loss of Pay.
- (e) When an employee covered by this Agreement who has completed his shift is recalled to work from home not in conjunction with his regular shift, he will be paid no less than four (4) hours at the overtime rate applicable to each call. An employee who is recalled to work within two (2) hours after the completion of his regular shift shall be paid for no less than four (4) hours at the applicable overtime rate from the end of his last shift. Recall will be defined as anytime an employee completes his regular shift and is punched out.
- (f) Employees who have been required to work more than sixteen (16) consecutive hours will be given a rest of at least eight (8) hours before being required to report to work again. In the event this rest period extends into a regular work shift, the employee will be paid for such time lost at regular straight time rates.
- (g) No overtime shall be worked except by direction of the proper supervisory personnel of the Company.
- (h) Time and one-half will be paid for all hours worked over eight (8) hours in any one (1) workday, if the employee is scheduled to work five (5) eight (8) hour days (or over ten (10) hours in a day if the employee is scheduled to work four (4) ten (10) hour days) or hours worked either in advance of or after a regularly scheduled shift, or for hours worked on any of an employee's regular days off provided he has worked all of his other scheduled hours during the workweek and for all hours worked over forty (40) in any workweek.
- (i) Employees who change shifts or days off due to their bidding on another job shall not be paid overtime as a result of such change. However, an employee shall be paid overtime when his shift or days off are changed by the Company and the work week provisions are violated thereby.
 - (j) The company may disqualify an employee from working any overtime on his last

scheduled day off if it would result in the employee being eligible for a paid rest on his regular assigned shift as described in paragraph (f). If the company disqualifies an employee he will be paid an additional two (2) hours at the straight time rate of pay.

- (k) Subject to management approval, employees may swap a mandatory overtime shift with a co-worker by filling out a shift swap from.
- (l) Personal days do not count as time worked for the purposes of calculating overtime.
- (m) "Known" overtime will be posted Every Monday and Friday of each week. Employees may enter their names in the overtime availability list according to the shift they would like to be made available for "1st Shift" 0600 to 1400, "2nd Shift" 1400-2200, or "3rd Shift" 2200 to 0600".

The Company will issue the overtime available at the beginning of each week.

LSTs must enter their names on an Overtime Availability List for each date they are available for overtime. Names must not be entered earlier than one week in advance of the date of which overtime is offered.

For the purpose of this procedure, "Morning shift" will include any scheduled shift starting between 0600 and 1400. "Afternoon shift" will include any scheduled shift starting between 1400 and 2200. "Night shift" will include any scheduled shift starting between 2200 and 0600.

Overtime will be assigned to the LSTs on the Overtime Availability List by Management, Lead LSTs, or a representative of management.

The overtime for Tuesday through Friday will be assigned the day prior, between the hours of 0800-1200 (i.e. on Tuesday, the overtime will be assigned for Wednesday). The overtime for Saturday through Monday will be assigned on Friday, between the hours of 0800-1200.

LSTs may specify on the Overtime Availability List the exact scheduled shift, or part of the scheduled shift in which they want to be considered. For example, an employee entering his name in the "Afternoon Shift" column may specify 1400-1900 only. If the LST does not specify a specific time frame, the LST is available for the entire shift. If the LST does specify, the hours of overtime will be assigned as specified, if available and if approved.

All overtime offered will be made available to eligible LSTs who have signed up on the shift which the majority of overtime being offered will be worked. As an example; If an employee is needed for overtime from 0600 to 1400, employee signed up in the "Morning" column would be called first; if an employee is needed for overtime from 1400 to 2200, employee signed in the 'Afternoon" column would be called or asked first. If an employee is needed for overtime from 2200 to 0600, employee signed in the" Night" column would be called or asked first.

A Record of Overtime will be maintained, by the Lead LSTs with supervision and the

Union Stewarts, for each LST. The record will provide pertinent information regarding overtime accepted and refused, including a cumulative total of the number of hours worked and hours penalized.

Cumulative totals on the Record of Overtime Form will all revert to zero at the beginning of each month.

When overtime is being assigned for a particular shift, LSTs who have placed their names on the Overtime Availability List will be ranked according to the cumulative score on the Record of Overtime Offered. LSTs will be assigned overtime based on the lowest cumulative total score. When two or more LSTs have cumulative totals that are equal, they will be called in order of seniority.

Names may be removed without penalty from the Overtime Availability List prior to Management assigning the overtime.

After Management has assigned overtime, a LST may remove his name from the Overtime Availability List by contacting the Lead LST or Manager. The LST will be unassigned from the overtime only when the next person on the list is confirmed to be working the assigned overtime. Lead LSTs or Managers must document LSTs removing their name from the Overtime Availability List after overtime assignments. Documents must have a date and time of removal and be signed off by a Lead or Manager.

An LST who, on his day off, makes himself available for overtime on more than one shift, shall be charged for overtime in the following manner:

He shall be charged for all overtime accepted.

He shall be charged for only one refusal

If after accepting overtime on one shift he subsequently refuses overtime on another shift, he shall not be charged for such refusal.

An LST who does not have a telephone, or whose telephone number is not known to the Company, may not put his name on the Overtime Availability List except for the shift immediately following his regular work shift.

Leads will sign up on the Overtime Availability List separately from regular LSTs. A Lead will be awarded overtime when: 1) Lead overtime is available, 2) No Lead is assigned for the shift which overtime is available, or 3) If regular LST overtime is needed and no regular LST has signed up on the regular LST Overtime Availability List.

Probationary employees may place their names on the Overtime Availability Lists, but are not otherwise eligible unless all other lists in Paragraph 16 have been exhausted.

If overtime is needed for a shift and no names have been placed on either Overtime Availability List, or if the Overtime Availability List has been exhausted before all overtime is covered, the Lead or Manager may ask any employee, including qualified probationary employees, to work overtime. Employees who refuse offers of overtime will not be charged on the Record of Overtime.

A LST called to work overtime away from the base airport will not be charged for overtime accepted in accordance with Paragraph 8, but will not be charged on the Record of Overtime for overtime refused.

All employees must take 8 consecutive unpaid hours away from the work place in a 24 hour period.

An employee who calls in sick for a regular scheduled shift (with the exception of preapproved sick leave) shall have his name be removed from the Overtime Availability List for any later shifts.

An employee who is due and eligible for overtime in accordance with the rules, and who is not asked to work overtime offered is considered by-passed. By-passed employees shall be offered the opportunity to work another period of overtime within a reasonable period of time, and the period to be worked shall be mutually agreed upon in advance. Overtime worked shall be in addition to the regular compliment of employees and not to replace another employee who might be absent on the shift to be worked. By-passed employees will be charge on the Record of Overtime Form.

If any LST's name is on the Overtime Availability List and refuses overtime or if the Lead/ Manager places a phone call to the LST's contact number and no direct contact is made within 15 minutes of the initial phone call, the LST will be marked as having refused overtime and the penalty (Box A) will be applied on the Record of Overtime.

Signature Flight Support Attendance Policy rules apply for agreed upon overtime accepted by any LST.

Additional Overtime Rules will be applied during Special Events (i.e. Round Table and Inauguration). These rules will be determined on a case by case basis in conjunction with the Union and Management to best suit these events.

Article 7 Holidays

Employees will be required to have one (1) year ninety (90) days of employment before being eligible to take the Personal Days. Personal Days granted will be limited to one (1) employee per day in each job classification. An employee must request the Personal Day Holiday in writing after the Vacation Bid is closed and at least forty-eight (48) hours prior to the date requested. Requests will be granted in order of the date requested, except that if there is more than one (1) request for the same day in any classification that is dated the same day, the most senior employee will be granted the holiday. Personal days will be granted by basic seniority and once granted it cannot be taken away by a more senior employee.

- (b) All Full-time employees shall earn 5 personal holidays in the first half of the year, and shall earn four holidays in the second half of the year. After ten years of service, employees shall be entitled to two additional personal days in the first half of the year and three additional days in the second half of the year.
 - (c) Part Time employees will earn 4 personal holidays per year.

Article 8 Field Service

- (a) Employees called for field work away from their regular assigned place of employment will be paid from the time required to leave their home station for all time spent working, waiting or traveling.
- (b) If during the time on the road, the employee is relieved from duty for a period of eight (8) hours for rest, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day.
- (c) Where transportation, laundry, meals and lodging are not provided by the Company, reasonable and necessary expenses in accordance with the maximum allowances set forth in the Expense Regulations of the Company Manual will be allowed. A copy of said regulations will be made available to each shop steward. Employees will receive all allowances for expenses within a reasonable time after they have been incurred.
- (d) The Company will make every effort possible to notify employees at least two (2) hours or more before leaving time.

Article 9 Seniority

(a) Seniority shall be by work classification and shall accrue from the date of entering a classification on a regular assignment for full time employees and at a rate of fifty percent (50%) for part time employees. An opening must exist for a part-time employee to bid to a full-time position. All employees hereunder shall be credited with all-time worked in any classification at Signature Flight Support. Employees who transfer to the Dulles facility will be given employee benefits based on length of service with Signature. These employees will bid their vacation with their established classification seniority at the Dulles facility.

(b) The Classifications to be recognized for seniority purposes under this Agreement are:

LEAD GROUND SERVICE EQUIPMENT MECHANIC GROUND SERVICE MECHANIC LEAD LINE SERVICE TECHNICIAN LINE SERVICE TECHNICIAN FACILITY MAINTENANCE TECHNICIAN JANITOR

(c) Seniority plus the ability to perform the work required for the job shall govern in bidding for vacancies or new jobs, preference or shift assignments, cut-backs, force reductions, restoration of forces, promotions and demotions. Company seniority (hiring date) shall be used for accrual of vacation. Classification seniority will be used in the selection of vacation periods. The Company reserves the right to determine which employees will be chosen to fill any required lead positions.

The successful completion and certification of training, if required and provided by the Company will be a requisite for each classification, provided such training is required and provided on a reasonable basis. No employee shall be displaced from a shift selected, disqualified, or denied a shift bid or job classification without being given the opportunity to be properly trained to perform his required job function. No employee will be required to change his/her shift or job classification because he qualified to perform a job function on another shift or in another job classification. However, the Company and the Union recognize the need to keep employees on shifts where specialized skills are needed and agree to work together to help insure that employees with specialized skills remain on shifts where such expertise is needed as dictated by customer requirements.

- (d) New employees shall be regarded as probationary employees for the first ninety (90) days of their employment and there shall be no responsibility on the part of the Company for the reemployment of probationary employees if they are discharged or laid off during this period. If retained in service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in order of the date of their original hiring. The Company will furnish the General Chair or his designee with the names, classification, department and rate of pay of all new employees on the first of each month.
- (e) Seniority lists corrected to December 1st and prepared by the Company shall be furnished to the General Chair or his designee and shall be posted in each office and facility January 1 of each year and shall be supplemented each six (6) months thereafter. Such lists will be subject to correction upon protests with facts in writing but if no complaint is made within

thirty (30) days of posting, the list as published will be assumed to be correct. Any employee on leave at the time of posting of the list shall have a period of fifteen (15) days from the date of his return to service to file a protest. In preparing the seniority lists when it is impossible to determine the proper order by date of entering the classification or by length of service with the Company, then the names shall be listed in alphabetical order by surname.

(f) When it becomes necessary to reduce the working force at the facility, seniority as per Paragraph (c) will govern. Notice of a layoff will be given two (2) hours prior to the end of the employee's shift being over and the employees will be paid for the two (2) hours.

Any employee affected by a reduction in force shall be returned to his next lower classification based upon seniority accrued during prior service in that lower classification.

Employees on layoff status, who have not accrued seniority in any other classification, shall be offered such work in any other classification where a vacancy exists, provided the employee has the necessary requirements for the job (licenses, etc.) and can demonstrate an ability to perform the work if so required by the Company. If the job offered and accepted is in a classification other than his own, the employee shall accrue seniority in the classification from the first day worked, providing the time worked in that classification exceeds sixty (60) calendar days.

If an employee elects to give up a higher or equal classification, or if he is disqualified from a higher or equal classification, he shall lose all seniority in the higher or equal classification and shall be returned to the classification from which he bid in accordance with his seniority in that classification.

- (g) Employees who have been, and are in the future, promoted to positions with the Company which are not covered by this Agreement, shall continue to accrue seniority for a period of one (1) year. If the employee has not returned to a position covered by this Agreement by the end of the one (1) year period, he shall maintain all accrued seniority and will not accrue any more seniority unless he returns to the unit.
- (h) Employees hereunder shall be given consideration for positions in the Company not covered by this Agreement before new employees are hired.
- (i) Employees who have become disabled as defined by the Americans with Disabilities Act and become unable to follow their regular work to advantage, shall be given preference of such light work as they are able to handle in their work classification or such other

work as they are capable of performing, providing such work exists.

- (j) Employees covered by this Agreement will lose their seniority status and their names will be removed from seniority lists under the following conditions.
 - 1. They quit or resign.
 - 2. They are discharged for just cause.
 - 3. They do not inform the Company in writing of their intention to return to service within five (5) days of receipt of a notice offering to recall them from layoff. This recall provision will expire eighteen (18) months from date of layoff.
 - 4. They do not return to the service on or before a date specified in the notice from the Company after a layoff (except under circumstances beyond the individual's control) which date should not be prior to fifteen (15) calendar days after receipt of such notice. Notice of recall from layoff shall be sent by Certified Mail (Return Receipt Requested) or by telegram to the employee's last address on file with the Company (W-4 Form) or by delivering in person to the employee with his acknowledgment. Provisions of subdivisions (3.) and (4.) shall not apply to offers of temporary work.
 - 5. They fail to return to work at the end of an authorized leave of absence.
 - 6. They engage in gainful employment while on leave of absence in violation of this Agreement.
 - 7. They do not return to the service of the Company within one (1) year from the date they were placed on Medical Leave of Absence for an extended illness or Injury Leave.

(k) <u>Definitions</u>

Hire Date: The date of initial employment and shift assignment.

Company Seniority Date: The same as the hire date.

<u>Classification Seniority Date</u>: The date an employee is assigned to a work classification covered under the existing contract.

<u>Length of Service</u>: To be computed from the hire date.

Article 10 Filling Vacancies and New Jobs

(a) All new jobs and vacancies in classifications covered by the Agreement shall be

posted for a period of seven (7) calendar days during which time the Company may make a temporary assignment at the rate of pay of the job or his own, whichever is higher.

(b) The senior qualified bidder as defined in Article IX(c) shall be assigned to the job. The job will be assigned no later than fourteen (14) calendar days after bid close and new rate of pay shall begin with the assignment of the new job. Seniority shall begin as of the date the bid closes.

Senior bidders whose bids are not accepted shall receive notification in writing from the Company listing the reason(s) why their bids were not accepted. Employees absent thirty (30) calendar days or less due to illness, vacation or leave of absence shall be allowed to bid on all jobs posted during his absence, only if he/she fills out an absentee bid sheet and returns it to the Company within five (5) days after the bid is posted. (c) If there are no qualified bidders as defined in Article IX(c) within the classifications, bids will be considered from employees in other classifications.

(d) Temporary employees may be hired without the posting of job bids to perform specific jobs. Temporary employees may be utilized for vacation relief only, without the posting of such job bids, whenever the vacation relief requirements exceed the need for, and the use of, two (2) full time employees for vacation relief. No temporary vacation relief employee will be utilized until the foregoing use of two (2) full time employees has been effected. No temporary employee's term of employment may exceed ninety (90) calendar days without posting the position for bid in accordance with Paragraph (a) above. Temporary employees may be used to replace full time employees who will be absent due to long term illness or injury in excess of ten (10) days, or who have been placed on leave of absence. The General Chair shall be notified in writing within twenty-four (24) hours after the hiring of such temporary employees, stating the reason(s) for the hiring (employee being replaced, reason for the absence, expected duration), personnel information about the temporary employee hired. If the Union disagrees with the Company's action in hiring such temporary employees, the issue will be subject to the Grievance Procedure, beginning with Step 3. Temporary employees will not accrue seniority, but will be subject to the wage and hour provisions governing other employees covered by this Agreement and such other employee benefits as may be agreed upon at the time.

Temporary employees hired in accordance with the paragraph whose status is made permanent without any break in employment will be given credit for such time worked as a temporary employee for all purposes covered by the provisions of the contract, providing that such seniority does not supersede that of any employee having a prior permanent hiring date. In that event, the temporary/permanent employee will be placed on the seniority roster below the permanent employee. For purposes of this paragraph, a "break" in employment shall mean any

period of non-employment with the Company of two (2) weeks or more.

(e) A member or members of the Shop Steward Committee will be afforded a maximum of 30 minutes to meet with all new full-time and part-time employees of classifications governed by this Agreement. This meeting shall be scheduled within seven (7) calendar days of the new hire's start date at a time set up at management's sole discretion and shall be scheduled during the Shop Steward Committee member(s) normal work weeks.

Article 11 Leaves of Absence

(a) When the requirements of the service will permit, any employee hereunder shall, upon proper application and approval of the Company and the Union, be granted a leave of absence in writing for a period not in excess of ninety (90) days. Under such leaves, the employee shall retain and continue to accrue seniority and will be continued on the Company roster for the first thirty (30) days for insurance benefits provided he remits his portion of the premium.

Employees on unpaid leave of absence shall not accrue vacation credit, sick leave credit, injury leave credit, or receive holiday pay. To maintain insurance benefits after thirty (30) days of such leave, the employee must pay the full premium, if leave is voluntary and is not covered by the Family Medical Leave Act.

- (b) Such leave or leaves may be extended for additional periods not to exceed ninety (90) days when approved by the Company and Union in writing. An employee must give the Company at least two (2) weeks written notice of his intention to return to work prior to the expiration of his leave and specify his return date or his seniority will be forfeited.
- (c) Employees accepting full time employment with the Union shall, during such employment, be granted an indefinite leave of absence by the Company. During such leave he will continue to accrue seniority.
- (d) Employees hereunder returning from an authorized leave of absence, or extension thereof, will be returned to the job held when the leave was granted, if practicable. If the job no longer exists, he may exercise his seniority at the point where previously assigned.
 - (e) Any employee hereunder on leave of absence who engages in gainful employment

without prior written approval from both the Company and the Union shall be deemed to have resigned and his name will be stricken from the seniority roster.

- (f) "The re-employment and seniority status of any covered employee who, while in the active service of the Company, enters the Armed Services of the United States, shall be governed by the provisions of the "Uniformed Services and Employment and Re-Employment Act of 1994", or any subsequent changes there to."
- (g) Employees whose sick and injury leave benefits have expired and who are still unable to return to work, shall be placed on a Medical Leave of Absence. For an employee who is absent because of a bona fide worker's compensation injury or illness, his medical leave shall expire (1) year from the date he was placed on such leave, and on his return to work he shall be paid at the rate of the wage progression step just above the one he was receiving when placed on leave, or at the top rate of pay for his classification if he had finished his progression steps. An employee who is placed on medical leave because of a non-job related illness shall return to work at the rate of pay of the progression step he was placed on such leave and his Medical Leave of Absence shall expire six (6) months from the date he was placed on such leave. Such leaves of absence shall be conditional upon the employee's compliance with notice and employment provisions as outlined in the foregoing Article XI (b) and (e).
- (h) Under the Family and Medical Leave Act of 1993 ("FMLA"), all employees who have been employed for at least twelve (12) months and have worked a minimum of 1,250 hours during the past twelve (12) months, are entitled to an unpaid leave of absence of up to twelve (12) weeks for the following reasons:
 - 1. Birth, placement for adoption or foster care of a child; (leave must be taken before the end of the first 12 months following the date of birth or placement);
 - 2. Serious health condition of a spouse, child or parent of the employee; or
 - 3. Employees own serious health condition.

Before taking any unpaid leave, an employee must use any accrued sick days, personal days and vacation he has available. If the sum of employees paid time-off is less than twelve (12) weeks, he may take an additional period of unpaid leave so that the <u>total</u> of paid and unpaid leave equals twelve (12) weeks.

If an employee and his spouse both work for the Company, the combined total amount of leave they both can take is twelve (12) weeks for the birth or adoption of a child or to care for a

sick family member. Each spouse can take the full twelve- (12) weeks for his own serious health condition.

An employee must notify the Company at least thirty (30) days in advance of the date his leave is to begin. Such advance notice is not required in cases of medical emergency or other unforeseen events. In those cases, an employee should provide as much advance notice as is practical which in no case will be more than three (3) days upon return to work. A Doctor's Certificate is required for all leaves due to the serious health condition of the employee, or the employee's spouse, child or parent.

The Company will continue to cover an employee under its Group Health Insurance Plan while he is on a leave under the same conditions that coverage would have been provided if he had not taken a leave. If an employee does not return to work after a leave, the Company is entitled by law to recover from the employee the premiums it paid to continue his Health Insurance benefits. An employee will not be obligated to repay this amount if he cannot return to work due to his serious health condition, the need to care for the serious health condition of a family member or due to other circumstances beyond his control. Documentation will be required if an employee cannot return to work due to one (1) of these reasons.

Upon return from a leave, an employee will be returned to his former position, or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee must provide a Doctor's Certificate stating that he is able to resume his regular duties before he will be allowed to begin work.

ARTICLE 12 VACATION WITH PAY

- (a) The calendar year will be used for computing vacation allowance.
- (b) ALL EMPLOYEES FOLLOW THE SCALE BELOW:

One year or more	-40
Three years or more	-80
Five years or more	88
Seven years or more	104
Eight years or more	120
Fifteen years or more	160
Years of Service	Yearly Benefit
0 - 5	10 Days
6 – 9	15 Days

10+ 20 Days

The compensation for the vacation period shall be equal to the compensation the employee would have received if the time had been worked.

- (c) Earned vacation allowance in excess of two (2) weeks will be added to the vacation period in the year subsequent to the employee's anniversary date as provided for in the schedules in (b) above.
- (d) New employees entering the service of the Company shall be granted vacation on a pro-rated system and will be allowed to take this vacation starting on January 1^{st} after their date of hire. These employees will earn .4166% vacation for each month of employment. In computing this vacation allowance, all fractions of one-half (1/2) day or greater will be counted as a full day; those fractions of less than one-half (1/2) day will be discounted. (Ex: Employee hired May 1, 2003, employee will receive 8 months X .4166 = 3.332 vacation days or rounded to 3 days and they may take these days starting January 1, 2004)
- (e) Those persons employed prior to the 16th of a month will accrue vacation from the first day of the month in which they were employed. Persons employed on the 16th of the month or later will begin to accrue vacation from the first of the following month.
- (f) Vacation allowance shall be considered as accumulated earnings for any employee leaving the service of the Company because of reduction of force, resignation after one (1) years' service after due notice, or for military service, and shall be paid the proper allowance due. In the case of death of an employee, the amount due shall be paid to his legal heir.
- (g) Regularly scheduled days off at the beginning or end of a vacation period will not be considered as part of the vacation period, but if a recognized holiday falls within an employee's vacation period, said vacation period will be extended by an additional regular work day with pay for same.
 - (h) The following procedures will be used for bidding vacation periods:
 - 1. A schedule showing the available vacation periods, for each classification will be posted on the bulletin board in each shop, hangar and facility on November 15 each year.
 - 2. A notice showing the weeks during which each employee must submit his bid will also be posted.

- 3. During the first week after the schedule and notice has been posted all employees in the classification must bid in the order of seniority. The bid sheets will be handled by the supervisor and each employee must submit his bid immediately upon being contacted by the supervisor; any employee who fails to do so may be passed over. Anyone so passed over may bid any subsequent time, but he may not displace someone who has already bid, regardless of the relative seniority of the employee involved, it is the responsibility of the supervisor to complete the bidding of the first group of men during this week.
- 4. During the second week after the schedule and the notice have been posted, the next most senior employee in each classification must bid in accordance with the provisions in Paragraph 3. If employee is sick or on vacation, s/he must bid within 24 hours of return.
- 5. During the third week after the schedule and the notice have been posted, the next most senior employee in each classification must bid in accordance with the provisions in Paragraph 3.
- 6. The Company will post the completed vacation schedule for all personnel on December 15 each year.

The following comments will also apply:

- 1. In the event that bidding proceeds faster than provided above, (this could take place in classifications with a small total number of men) there is no objection to an employee making his bid earlier than the schedule provided in Paragraph 2. However, an employee may not be required to submit his bid earlier than this.
- 2. If any employee is to be on vacation, or absent for any other reason during the week that he is scheduled to bid, he must give his supervisor a written note giving his instructions for his vacation bid. If such written instructions are not given, the employee will be bypassed as provided above.
- (i) Each employee may begin and end his vacation period with regularly scheduled days off.
 - (j) Once the vacation schedule chart as noted in (h) above becomes effective, senior

employees will not be permitted to take a vacation period already chosen by a junior employee. However, vacation periods that are vacated during the year, shall be posted for seven (7) calendar days for bid by the employee in the classification with a maximum of three (3) changes allowed per posted period. The employees not having the opportunity to bid the posted vacancy during the regular vacation selection shall have the first choice of the open vacation period, determined by seniority.

- (k) Vacation leave is not cumulative except where an employee has been specifically requested by the management of the Company in writing to forego his vacation during the year, or where special arrangements are mutually agreed upon by the Company and the Union. Otherwise, if not taken within the calendar year after the vacation is earned, the vacation will be forfeited. If an employee becomes deceased while in the service of the Company, a lump sum payment for his vacation credits shall be paid to his estate.
- (l) Employees who have in excess of two (2) weeks vacation for the year will be permitted to receive vacation pay in lieu of vacation leave up to a maximum of one (1) week per year.
- (m) Employees shall be given their vacation pay prior to taking their vacation, providing the employee makes application therefore in writing to his immediate supervisor at least two (2) weeks prior to starting his vacation. The Company will pay to any employee any unused vacation pay accrued at the applicable rate upon his leaving the service of the Company, providing the employee gives proper notification if he resigns, and providing the employee is not discharged for willful negligence. If an employee is laid off and obtains other employment during the two (2) week period of notice, he will not forfeit accrued vacation pay by taking such employment.
- (n) Subject to the requirements of the Company, employees covered by this Agreement shall be permitted to select their vacation in the shop, station or department in which they are employed in accordance with length of service with the Company. Every effort will be made to allow vacations during the desirable months. Vacations may be split into three (3) periods where there is a seven (7) day operation and two (2) periods where there is a five (5) day work schedule.
- (o) Employees who are on sick or injury leave status when their scheduled vacation comes due must take such overdue vacation upon their scheduled return to active duty. In such cases, arrangements may be mutually agreed upon between the employee and the Company to reschedule the vacation to a latter vacation period that is vacant.

(p) Signature employees who transfer to the Dulles facility will be given their vacation in accordance with their Signature Company time. These employees will bid their vacation with their established seniority at the Dulles facility.

Article 13 Sick Leave

- (a) All Employees shall be credited with 5/6ths day sick leave for each month of continuous service up to a total credit of one hundred (100) days. Employees will, upon completion of one (1) year of service have their sick bank credited with ten (10) days. Those persons employed prior to the 16th of a month will accrue sick leave from the first day of the month in which they were employed. Persons employed on the 16th of the month or later will begin to accrue sick leave from the first of the following month. Employees' sick leave will be credited after the last day of the month.
- (b) Employees may be required to present confirmation of illness by providing a physician certificate at their cost and the Company reserves the right to require, when in doubt of a bona fide claim, an additional physician's certificate to confirm such sick claim. The Company shall pay for the cost of such required additional physician's certificate by a doctor selected by the Company.
- (c) Employees on sick leave shall receive their sick leave compensation, for the time accrued to their personal sick leave credit, on the regular established pay days. Any employee on sick leave under the terms of Article VII shall not receive sick leave compensation for that same day nor shall his sick leave credit be charged for that day. In the event bona fide sick leave claim cannot be established by the employee, adjustments in further salaries paid to the employee shall be made to compensate for sick leave pay already issued by the Company.
- (d) After an illness, the number of days paid for will be charged against the credited days 5/6ths day credit for each succeeding month of continuous service shall again be credited for all employees until the total credit again reaches one hundred (100) days.
- (e) It is the responsibility of the employee absent from work because of illness to report his pending absence to his supervisor at least two (2) hours prior to the start of his shift on each day of his absence. Employees absent for extended periods of time as a result of a verifiable long-term illness or injury, will not be required to so notify supervision on each day of their absence. An employee who fails to do so will not be paid sick leave unless it is beyond the

employee's control. Employees will not be required to be off because of illness for a full work shift, and time off for illness shall be paid in accordance with the provisions of Article XIII (i).

- (f) When it becomes necessary for any employee to be absent from work as a result of a bona fide Worker's Compensation injury, the employee shall be paid the first fifty six (56) hours of injury leave by Signature Flight Support. If the employee's disability is of long enough duration that he qualifies for payment under the Virginia State Compensation Laws, and the employee has accumulated sick leave, the employee may elect to receive full pay for the period of the injury. The employee will show Signature Flight Support of the amount that they are receiving from Workers Compensation and Signature will pay the employee using their accumulated sick bank, the difference between Workers Compensation and the employee's regular forty-hour (40) workweek. Upon return to work, an employee who has received sick pay from the employer will again accumulate sick leave credits in accordance with paragraph (a) and (b).
- (g) The Company will maintain a record of the sick leave accumulated for each employee in its computer system.
- (h) All employees will be subject to a one (1) day waiting period without paid sick leave unless such employee has been sent home by an authorized representative of the Company, or the employee has been hospitalized or the employee has accumulated at least ten (10) days of sick leave.
- (i) An employee who goes home sick while on duty, with the approval of an authorized representative of the Company, shall be paid for the day. Employees will be charged accrued sick time (by the hour), to cover actual hours lost in a work day.
- (j) The Company agrees to pay doctor's certificate cost if necessary to determine employee's ability to return to work after an extended illness, medical leave or on-the-job injury.
- (k) All insurance benefits will be extended up to six (6) months after exhaustion of normal sick leave accrued, for any employee not working due to illness or on-the-job injury. The employee must provide the Company with a written statement by the first of each month stating that his disability still prevents him from working, if requested by the Company. Employees who receive extended coverage shall be required to make their required premium co-payment pursuant to the Corporate Plan to receive the coverage extension.

Article 14 Grievance Procedure

- (a) The representatives for the effective handling of grievances and disputes between the parties under this Agreement shall be:
 - 1. The Union will be represented by properly designated shop stewards. Shop Stewards will be elected in accordance with Local Lodge By-laws or may be appointed by the District 142 General Chair.
 - 2. The Union will be further represented by the General Chair who will deal with officials of the Company together or through an accredited representative of the Union.
 - 3. The Company will be represented by an authorized representative who will be empowered to settle all local grievances not involving changes in Company policy or the intent and purpose of this Agreement.
 - 4. The Union and the Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.
 - 5. The accredited representatives of the Union shall be permitted at any reasonable time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes after contacting the Company official in charge and advising him of the purpose of the visit.
 - 6. If discipline is issued by the Company, a copy of the letter of discipline will be furnished to the employee.
 - 7. All covered employees will be entitled to have Union representation present prior to any discussions, upon request, that may result in discipline.
- (b) For the presentation or adjustment of disputes or grievances that may arise, <u>except</u> those involving discipline to the extent of loss of pay or discharge, the procedure will be:
 - 1. A complaint or grievance shall first be taken up orally between the aggrieved employee, steward and his immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance or from the latest existence if it is continuing in nature. Employees absent thirty (30) calendar days or less due to illness, vacation or approved leave of absence shall be allowed to submit a complaint or grievance, based on an occurrence during their absence, within five (5) calendar days of their return to work. The supervisor shall give his oral disposition to the employee and shop steward within five (5) calendar days,

- unless an extension of time is mutually agreed upon.
- 2. If the oral decision rendered is not considered satisfactory in Step 1, the shop steward shall reduce the grievance to writing. The steward and grievant will sign and date the grievance and present it to the immediate supervisor within five (5) calendar days of the supervisor's oral disposition in step 1. The supervisor will give his written disposition within five (5) calendar days, unless an extension of time is mutually agreed upon in writing.
- 3. The District 142 General Chair or Representative, Grievant, Grievance Committee and the Director of Human Resources or another designee shall meet to discuss the grievance. In the event the grievance is not settled within ten (10) working days after such meeting the grievance may be taken to arbitration by either the Company or the Union upon written notice within a thirty (30) calendar day period. Failure to notify either party of their intent for arbitration within the thirty (30) day period will deem the grievance to be withdrawn.
- 4. All grievances and answers to grievances must be in writing to the appropriate parties at each step of the procedure (Excluding Oral Step).
- 5. Grievances involving discharge or suspension shall be initiated in Step two (2).
- 6. The Union or the Company may at any time during the grievance procedure take the dispute directly to arbitration upon notification to the other party as stated in step three (3).
- 7. Any grievance referred to arbitration under this Agreement will be in accordance with the FMCS rules and regulations.
- 8. The decision of the arbitrator shall be final and binding upon the parties hereto and all fees and expenses of the arbitrator shall be borne equally by the parties.
- 9. The Arbitrator shall have no power of authority to add, subtract, alter, amend or modify any of the terms of this Agreement.
- 10. It is understood that the General Chair or his authorized representative may intervene and participate in the handling of a grievance at any level of the grievance procedure.
- (c) No employee selected as a shop steward or officer of the Union will be discriminated against for lawful activity on behalf of the Union.
- (d) The Union will insure a shop steward is available for all hearings and investigations at no cost to the Company when they are properly notified of the hearing or investigation.

Article 15

Arbitration

- (a) Any grievance or dispute arising out of grievances, including grievances resulting from discipline or discharge, or out of interpretation or application of any of the terms of this Agreement, if properly processed under Article XIV (b) or without settlement, may be referred to arbitration within thirty (30) calendar days after the Union's receipt of the third step decision or the hearing decision, whichever is applicable.
- (b) Local qualified arbitrators may be used in an informal arbitration procedure which shall be contingent upon the mutual agreement of the parties as to procedure and arbitrator, on a case by case basis. In addition, the parties hereto may mutually agree to submit any grievance to arbitration under the provisions of the Expedited Labor Arbitration Rules of the American Arbitration Association. In the event that mutual agreement to use either of the above procedures cannot be reached, then Section (c) of this Article shall be applicable. In any informal arbitration proceedings pursuant to this section, the provisions of Section (e) through (j) shall apply.
- (c) Referral to regular arbitration is made by either party requesting the Federal Mediation and Conciliation Service to furnish a list of three (3), five (5) or seven (7) names of arbitrators. Each party shall alternately delete one name until only one remains, which shall be deemed the arbitrator. Each party has the right to reject one (1) list, upon receipt, in which case a new list will be supplied by the Federal Mediation and Conciliation Service.
- (d) The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions of the issues.
- (e) The arbitrator shall have no power or authority to add to, subtract from or modify any provisions of this Agreement nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - (f) The decision of the arbitrator shall be final and binding upon all parties.
- (g) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Company and the Union.
 - (h) No arbitrator shall decide more than one (1) grievance at the same hearing except

by mutual agreement, in writing, between the Company and the Union.

- (i) In case it is found by the Company or the arbitrator that the suspension or discharge is completely unjustified, the employee will be reinstated with full seniority, paid for time lost and records corrected.
- (j) No decision of any arbitrator shall create the basis for retroactive adjustment in any other case.

Article 16 Safety and Health

- (a) The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities, and to maintain at all times an approved first aid kit to take care of its employees in case of accident or illness. The Company agrees to furnish good drinking water, and sanitary fountains will be provided. The floors of the toilets and washrooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in the maintaining safe, healthful and sanitary conditions. Shop and washrooms will be lighted, ventilated and heated in the best manner possible, consistent with the sources of heat, ventilation and light available. Individual lockers will be provided for employees as soon as possible. In order to eliminate, as far as possible, accidents and illness, a Safety Committee will be established where employees hereunder are based, composed of at least two (2) employees and one (1) member of management. The Safety Committee will meet at least once a month in regard to safety rules, regulations and recommendations.
- (b) The duty of the Safety Committee will be to see that all applicable state and municipal safety and sanitary regulations are complied with, as well as to make recommendations for the maintenance of proper standards.
- (c) This Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided by the Company for all employees working on hazardous or unsanitary work. Employees will not be required to use unsafe tools or equipment. If asked to use unsafe tools or equipment, employees shall make such situation known to the Supervisor before refusing to use such defective tools or equipment. The Company will furnish protective apparel, equipment and devices to all employees required to work with acids or chemicals that are injurious to clothing or persons. Employees are expected to use all safety equipment and devices provided by the Company.
 - (d) Employees injured while at work shall be given medical attention at the earliest

possible moment and employees shall be permitted to return to work without signing any release of liability pending the disposition or settlement of any claims for damage or compensations. Such injured employees who are able to work will be allowed to obtain medical attention without loss of pay for the day of the injury. It is the responsibility of the injured employee to report an injury to his immediate supervisor during the work period in which the injury occurred, if physically possible.

- (e) Employees who work on line maintenance will be furnished noise abatement ear plugs and are expected to wear same.
- (f) No employee shall be required to participate in a bomb scare investigation against his wishes.
- (g) All employees involved in an accident (or injury requiring off-premises medical treatment) that occurred during the work shift and was caused by inattention to duty, negligence or error in judgment, may be required to undergo a Drug/Alcohol test.

Article 17 General and Miscellaneous

- (a) All employees hereunder who are not assigned to the flight line will be allowed a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the last half of their shift for the purpose of relaxation, smoking, etc. Employees who are assigned to the flight line will be allowed reasonable breaks as time will permit.
- (b) The Company agrees there shall be no established maximum age limit in the hiring of employees.
- (c) Should there be any change by the government during the life of this Agreement in FAA and/or FCC license requirements, or should the government require further licenses from employees, all employees affected shall be given at least six (6) months, if permitted, from the effective date of change to obtain such licenses without change in status or pay.
- (d) Service records shall be maintained for all employees by the Company. In discipline and discharge cases, the shop steward or authorized Union representatives will have access to the personnel records applicable to the case prior to the holding of any investigation.
- (e) If new equipment is put into service by the Company, all employees in the classification affected shall be given every opportunity to become familiar with the new

equipment without change of classification.

(f) All standard uniforms, caps and coveralls which employees covered by this Agreement are required by the Company to wear in the performance of their work, shall be furnished by the Company without cost to the employee, it being understood that the Company may establish the conditions under which such uniforms are to be worn.

Union affiliation badges, buttons or insignias may be no larger than one and three quarter (1-3/4) inches in diameter. Union buttons may be worn provided they meet with such size specification.

Employees hereunder who work outside shall be furnished foul weather gear at no cost to the employee. The Company will provide winter hats and gloves for employees required to work out of doors, and flashlights, hearing protectors and screw drivers shall be provided for linemen.

If replacements are required during the useful life of such uniforms and/or equipment, the employee may purchase these items from the Company at cost. If the uniforms and/or equipment are not returned to the stock room upon termination of employment, the Company shall deduct the cost thereof from the employee's pay.

- (g) Except for instructing employees, assisting in experimental work or in emergencies, supervisory personnel will perform no work which is covered by this Agreement.
- (h) The Company will provide locked, glass enclosed bulletin boards where required, in each Company facility, marked I.A.M. A key will be provided to the Shop Stewards and a key will be retained by the Manager.
- (i) The Company shall provide each employee covered by the Agreement with a copy of the Agreement in booklet form.
- (j) Employees hereunder who are called for jury duty shall, upon proper proof, be paid straight time compensation for such time as they are actually detained from their regular shift by subpoena, less jury fee received.
- (k) Employees hereunder shall be allowed four (4) calendar days off with pay (exclusive of scheduled days off) if they suffer a death in their immediate family (father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law and grandparents (employee only). Employees shall be allowed time off without pay, upon request, for deaths not provided for

herein in accordance with the needs of the service.

- (l) The Company reserves the right to change its policies and or procedures provided such changes are not in conflict with any of the terms and conditions set forth in this Agreement.
- (m) The group health plan will be administered by the Company's designated carrier. The Company reserves the right to change the plan and in doing so it agrees to notify the Union. All full-time employees shall be covered by the Employer's standard plans which shall be provided by the Employer's designated carrier(s). Benefits will become effective per the summary plan description.

In the event there is a change in the law (The Affordable Health Care Act and any amendments thereto) which mandates a change to the health benefits provided for under the CBA, the parties agree, upon written request by either, to meet to negotiate regarding such changes and that no changes shall be implemented (unless mandated by law) until such time as the parties have concluded said negotiations.

- (n) Life, sickness and accident and hospitalization surgical insurance coverage shall be provided by the Company for any employee placed on layoff status for a period of thirty (30) days beyond the end of the month in which the employee is laid off provided employees who receive extended coverage shall be required to make their required premium co-payment pursuant to the Corporate plan to receive this thirty (30) day coverage extension.
- (o) A letter of reprimand, "excluding" discipline letters for sexual, racial or religious harassment, threatening or violent behavior, will be automatically removed from the employee's file fifteen (15) months from the date it was issued.
- (p) In cases where it is necessary that an employee should be warned due to the caliber of his work and/or general performance of his duties, such warning will be made to the employee in writing with a copy to the Local Representative within 14 days of the infraction. The employee shall be given a reasonable length of time to correct the matter.
- (q) Any employee leaving the service of the Company will, on request, be furnished with a letter setting forth the individual's classification and length of service only. This employment verification request must be made directly to the employment verification service used by the Company.
 - (r) The Company agrees to allow employees to participate in the Company 401K plan.

The Union agrees that employees will not be eligible for any Company match to the 401K.

(s) The Company's contribution on behalf of its employees to the I.A.M. National

Pension Fund will be ninety-five (\$.95) cents per hour to a maximum of forty (40) hours per week

effective November 1, 2009 and will increase to one dollar (\$1.00) on September 1, 2019.

(t) The Company shall pay the cost of employee parking at the airport(s) covered

hereunder for all employees.

(u) The Company will provide a safe and protected area for tool storage and will

provide insurance coverage with a maximum Fifteen Thousand (\$15,000) dollars per tool box and

contents, with a fifty (\$50.00) dollar deductible provision, providing the employee's negligence

has not contributed to a loss. Each employee required to have tools will submit an annual

inventory of his tools to management by December 1st of each year or forfeit Company's payment

of loss.

(v) All employees shall be required to execute consent forms allowing for payroll

deductions to cover the cost of airport badges, Company uniforms or other Company property

that they fail to return upon leaving the employment of the Company.

(w) The Company will furnish 3 hard copies of the Employee Guide whenever there

has been a change/amendment to the current guide. One (1) copy will be furnished in the Line

Office, one (1) copy will be furnished to the Stewards Committee and one (1) copy will be

furnished in Dispatch area. It is understood the Employee Guide is available in electronic format

on Company websites and available for review by all employees.

Article 18

Wage Rules

New Hire Scale effective 9/1/2018 2021 and to remain unchanged for the life of the

Agreement:

Ground Equipment Mechanic

Start: \$20.92 **\$26.00**

1 Year: \$23.54 **\$28.00**

2 Years: \$26.15 \$30.00

31

General wage increases for those employees at the top of the scale as of 9/1/2018 2021:

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9/1/20<del>18</del> 21: Two and one half (2.5%) percent Eight percent (8.00%)
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9/1/2019 22: Two and one half (2.5%) percent

9/1/2020 23: Two and one half (2.5%) percent

Shift Differentials -. 30 for second, . 50 for third shift

Line Service Technicians

 Start:
 \$14.00 \$17.00

 90 Days
 \$14.20 \$17.20

 6 months:
 \$14.45 \$17.45

 12 months:
 \$14.75 \$17.75

 18 months:
 \$15.00 \$18.00

 24 months:
 \$15.25 \$18.25

General wage increases for those employees at the top of the scale as of 9/1/2018 2021:

9/1/2018 2021: \$1.00 per hour adjustment plus Two and one half (2.5%) percent

25-49 months \$18.25 + 2.5% 50-59 months \$18.25 + 6.00%

60 months + 8.00% or \$21.00, whichever is higher

9/1/2019 **2022**: Two and one half (2.5%) percent 9/1/2020 **2023**: Two and one half (2.5%) percent

Shift Differentials - .30 for second. .50 for third shift

Retroactivity: Signature Flight Support employees who are in scale will, upon ratification, move to the next step in the scale and receive retroactivity back to 09/01/2018 2021.

- (a) The minimum hourly rates of pay are set out in the Scheduled Rates of Pay of this Agreement and shall prevail after the dates listed therein.
- (b) Nothing in this Agreement shall be considered as preventing increases in individual rates or classifications over and above the minimum established.
- (c) Beginning on January 1, 2012, employees shall be paid during their regular working hours, bi-weekly on Thursday, unless otherwise provided by applicable state laws or for good cause. The payment shall include all earnings up to and including the previous Sunday. No time shall be paid for time spent waiting beyond normal working hours for reasons beyond the control of the Company.

- (d) Paychecks will include a statement of all wages and deductions made for the pay period.
- (e) Should the regular pay day fall on a holiday, or days when the shop or facility is closed, employees will be paid on the preceding day, unless not possible.
- (f) Employees recalled to work from a layoff shall be returned to their former position, if the job still exists, and shall not be paid a lower rate than they were receiving prior to the layoff, unless a new contract with a reduction in rates of pay shall at the time of recall be in effect between the Company and the Union, or unless the employee accepts a lesser classification.
- (g) The Company will pay longevity pay on the basis of one (\$.01) cent per hour for each year of service with Signature Flight Support Corporation up to a maximum of fifteen (15) years, effective January 1, 1987 for all current employees. Employees hired January 1, 1987, or after, shall receive longevity pay on the basis of one (\$.01) cent per hour for each year of service with Signature Flight Support Corporation, after five (5) years of employment, and two (\$.02) cents per hour for each year of service after ten (10) years of service up to a maximum of twenty-five (\$.25) cents per hour.
- (h) The progression rates set forth in the Scheduled Rates of Pay are to be applied on the basis of actual time worked in a classification and are based upon "on-the-job" experience except for an absence of less than thirty (30) calendar days.

Article 19 Check-Off

- (a) Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay the initiation and reinstatement fees and dues payable by him to the Union during the period provided for in said authorization. The amount will be certified by the Financial Secretary or Union President of the Local Lodge.
- (b) Deductions shall be made on account of Union Fees and Dues after receipt of the authorization, and in accordance with the following schedule.
 - 1. Initiation Fees, in accordance with Local Lodge By-Laws when applicable, will be withheld commencing weekly with the employee's first (1st) paycheck after receipt of the authorization. Deductions for this fee shall be made in ten (10)

weekly increments. The tenth (10th) weekly deduction may be adjusted as needed. The employee will be placed on the regular monthly dues check-off list commencing with the calendar month following the tenth (10th) weekly deduction for Initiation Fees and thereafter.

- 2. Reinstatement Fees, in accordance with Local Lodge By-Laws when applicable, will be withheld commencing weekly with the employee's first (1st) paycheck after receipt of the authorization. Deductions for this fee shall be made in twelve (12) weekly increments. The twelfth (12th) weekly deduction may be adjusted as needed. The employee will be placed on the regular monthly dues check-off list commencing with the calendar month following the twelfth (12th) weekly deduction for Reinstatement Fees and thereafter.
- 3. Commencing in January, 1990, regular monthly dues, as certified by the Union in accordance with Paragraph (a) above, shall be withheld in four (4) equal weekly increments each month thereafter.

It is understood that when complying with the foregoing paragraph, if the monthly dues are not evenly divided by four (4), such weekly deductions shall be rounded off to the nearest one (1) cent.

(c) Deductions provided in Paragraph (a) shall be remitted to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the deduction and shall include all deductions made in the previous month. The Company shall furnish the Financial Secretary and Local President of the Union with a monthly record of those on whom deductions have been made and the amount of the deduction.

	(d) The partic	es agree that the che	ck-off authorizati	on shall be in the	following form:
	TO COMPANY				
I,				, do hereby	
	(Print: First	Middle	Last	•	

authorize and direct you to deduct from my earned pay, including sick leave payments, beginning with the current month, initiation and/or reinstatement fees and my regular monthly dues or agency fees in Local Lodge 1747, International Association of Machinists and Aerospace Workers, and to remit same to the Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date (if any) of the current collective bargaining agreement.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any irrevocable period hereof. Such revocation shall be effected by written notice, sent by Registered Mail, Return Receipt Requested, to the employer and the Union within such fifteen (15) day period.

"Contributions or gifts to Local Lodge 1747, International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code."

EMPLOYEE SIGNATURE

DATE

- (e) Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay for U.S. Savings Bonds and/or Employee's Credit Union, if approximately twenty-five (25%) percent or more of the employees participate on a continuing basis.
- (f) The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, attorney's fees, and other forms of liability that shall arise out of or by reasons of action by the employer for the purpose of complying with the provisions of this Article.

Article 20 Management's Rights

It is recognized by the parties hereto that the Company retains the exclusive authority to manage and operate the business; to hire all employees and make decisions regarding the employment conditions of said employees, such as work force complement; to direct the employees in the performance of their duties and to assign work to such employees by seniority and qualification; to make all work schedules and may require employees to attend training the Company deems appropriate to the conduct of its business; to supervise and control employees in the performance of their duties, including the right to discipline in accordance with the work rules, including discharge with cause; and to make all decisions regarding operations of the business, the conduct and the work performed in connection therewith and the locations where such work is to be performed, including the exclusive right to change, modify or cease operation of any part or all of the business. Management reserves the right to require employees to enforce these standards and requires employees to adhere to requirements as stipulated. It is agreed that the enumeration of rights herein is not intended to exclude all such other management rights not set forth herein. None of the management rights referred to herein shall be limited except by an

express provision of this Agreement. Employees who are required by Signature to attend training, will be given a minimum of seven (7) calendar days notice. Employees will not be forced to attend training outside their normal scheduled shift more than four (4) times in each calendar year.

<u>Article 21</u> <u>No Strike – No Lockout</u>

The Union agrees that during the term of this Agreement it shall not authorize any strike (including any sympathy strike), slowdown, sit-down, work stoppage, picketing (except for informational picketing not connected with the foregoing), or any other type of interference (coercive or otherwise) with the Company's business. Participating in such an incident by an employee shall constitute cause for suspension or discharge under this Agreement. Should such an incident occur, the Union will, within twenty-four (24) hours of a request by the Company, publicly disavow such action by an employee or employees, advise the Company in writing that such action has not been initiated or sanctioned by the Union, notify the covered employees that such action is illegal and not sanctioned by the Union and instruct such employees to cease such action and return to work immediately, and post notices on all Union bulletin boards advising all employees that such action is in violation of the terms of the Agreement and not sanctioned by the Union. Every effort will be made by the Union to end such action forthwith.

The Company agrees that during the term of this Agreement, there shall be no lockout of its employees covered hereunder.

EXPEDITED ARBITRATION - In the event there is an alleged violation of Article 21, either the Employer or the Union may invoke the expedited arbitration procedure provided in this Article for the resolution of same, as distinguished from the ordinary grievance arbitration procedure. Any such occurrence shall be asserted by notice in writing by U.S. Registered Mail, Return Receipt Requested, or by telegram delivery to the other party.

To initiate these proceedings, either party shall forward a copy of the aforementioned notice to either the Federal Mediation and Conciliation Service or the American Arbitration Association with a request to appoint an arbitrator to hear the matter. The arbitrator so appointed shall convene and conduct a hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after being appointed. Notice of such hearing shall be sent to the Company and Union by telegram.

The arbitrator shall issue a decision forthwith, and in no event later than three (3) hours after the conclusion of the hearing, unless the grieving party agrees to waive this time limitation with respect to all or part of the relief requested.

No continuance of the hearing will be allowed without the consent of the party filing the claim. Absence from, or non-participation in the hearing by any party shall not prevent the issuance of an award. The sole issue of the hearing shall be whether or not the no strike no lockout provisions in Article 21 has been violated. The arbitrator may close the hearing when, in his sole discretion, he decides that sufficient evidence has been heard to justify the issuance of an award. in the event the arbitrator finds that the activities of either employees, the Union, or the Company, or any or all of them are in violation of Article 21, or threatened violations thereof, he shall, as a part of his decision, specifically order that all normal operations be resumed at once, and that any offender cease and desist from any then current, continued or prospective violations of Article 21. Such award and order shall be final and binding on the Company and the Union. The arbitration proceedings shall be held at a mutually agreeable location.

All cost for the arbitrator's service, and related costs of the arbitration, shall be borne jointly by the parties hereto.

Article 22 Saving Clause

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any applicable law, such term or provisions shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement, is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Article 23 Effective Date and Duration

- (a) As of September 1, 2018 21, all employees covered by this Agreement shall receive wage rates and other benefits as defined in the Agreement and such terms of the Agreement will be for a three (3) year period ending August 31, 2021 24. All other terms of this Agreement shall be in force and shall be effective for a three (3) year period.
- (b) The term of this Agreement shall remain in force as stated above unless the Company or the union gives the other notice in writing not more than seventy (70) days nor less than sixty (60) days prior to August 31, 2021 24 or any subsequent anniversary date of this Agreement either terminating this Agreement upon such anniversary date or proposing modifications or amendments to the Agreements.
- (c) Any notices given under this provision shall be deemed to be served when mailed, postage prepaid, registered or certified mail, return receipt requested, to Signature Flight Support Corporation, Washington Dulles International Airport, 23950 Wind Sock Drive, Suite 2000, Dulles VA 20166, for service upon the Company, and when similarly mailed to Air Transport District 142, 400 N.E. 32nd Street Kansas City, MO 64116, or at such other addresses as may be designated in writing by the Company or the Union.

The day following the Post Office mailing date shown on the registered or certified letters shall be the controlling date for all purposes under this Agreement.

The above changes, amendments and additions, with the accompanying Letters of Agreement, constitute all the changes agreed to for the contract period September 1, 2018 21 to August 31, 2021 24.

LETTER OF UNDERSTANDING

NO. 1

It is understood that the Company's operating rules, and other regulations applicable to employees covered hereunder shall be made and kept available to all employees and such employees shall be governed by all applicable rules, regulations, and orders issued by properly designated authorities of the Company which are not in conflict with this Agreement.

The Company agrees to provide each employee covered hereunder with a Personnel Policy Booklet as soon as practicable, and will furnish the Union (Local and District) with copies of such rules, regulations, orders and Personnel Policy Booklets which affect employees covered hereunder, in a timely manner.

Scheduled Rates of Pay

Ground Equipment Mechanic

Hire Rate	1 Year	2 Years
Tire Nate	1 Ivar	2 Tears
\$20.92	\$23.54	\$26.15

	9/1/21	9/1/22	9/1/23
STARTING RATE	\$26.00	\$26.00	\$26.00
1 YEAR	\$28.00	\$28.00	\$28.00
2 YEAR	\$30.00	\$30.00	\$30.00
MORE THAN 2	8.00%	2.50%	2.50%
YEARS			

Once an employee reaches the top pay scale, they will on each contract anniversary date receive the following base wage increase.

9/01/18 = 2.5%

9/01/19 = 2.5%

9/01/20 = 2.5%

Line Service Technicians

Hire	90	6-	12	18	24
Rate	Days	Months	Months	Months	Months
\$14. 00	\$14.20	\$14.45	\$14.75	\$15.00	\$15.25

	YEAR 1	YEAR 2	YEAR 3
STARTING RATE	\$17.00	\$17.00	\$18.00
3 MONTHS	\$17.20	\$17.20	\$18.20
6 MONTHS	\$17.45	\$17.45	\$18.45
12 MONTHS	\$17.75	\$17.75	\$18,75
18 MONTHS	\$18.00	\$18.00	\$19.00
24 MONTHS	\$18.25	\$18.25	\$19.25
25-49 MONTHS	2.5%	2.5%	2.5%
50-59 MONTHS	6.00%	2.5%	2.5%
60 MONTHS +	8% or \$21.00*	2.5%	2.5%

* WHICH EVER IS GREATER

- 1. Lead pay will be \$2.25 dollars per hour above the base rates of pay listed above
- 2. All employees who are currently in the above pay scale will have their base pay increased as described in the above scale. These employees will continue to progress through the new scale until they reach top pay.

3. Once an employee reaches the top pay scale, they will on each contract anniversary date receive the following base wage increase.

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9/01/18 = $1.00 per hour adjustment plus 2.5%-9/01/19 = 2.5\%-9/01/20 = 2.5\%-
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- 4. 3. All employees covered by this Agreement shall be paid thirty (\$.30) cents per hour and fifty (\$.50) cents per hour respectively for afternoon and night shifts as additional compensation over the rate paid on the day shift for all hours worked while assigned to the afternoon or night shift. Any shift starting at 11:00 a.m. or later and before 7:00 p.m. shall be considered an afternoon shift. Any shift starting at 7:00 p.m. or later and before 6:00 a.m. shall be considered a night shift. Any shift differential for an employee will be included in all payroll computations.
- 5. 4. Any employee who is regularly scheduled to work more than one (1) shift in a work week shall be entitled to rotating shift differential for all hours worked. This differential shall be thirty-two (\$.32) cents per hour.
- 6. 5. Any Line Service Technician assigned to perform On the Job Training or Instruction will receive \$1.00 per hour in addition to his/her normal rate of pay for the day performing such duties.
- 6. Line Service Technician On the Job Trainer shall receive one (\$1.00) dollar per hour on top of his/her Line Service Technician rate of pay for all hours paid.

IN WITNESS WHEREOF, the parties have hereunder affixed their signatures this day or			
FOR THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS:	SIGNATURE FLIGHT SUPPORT		
John Coveny – General Chair	Sanchia Rivera-Beckno – IAD General Manager		
Bill Wise – General Chair	Wesley Lowery – IAD Duty Manager		
J.D. Davis – Negotiating Committee	Siobhan Tischler – Senior HR Business Partner		
Marshal Evans – Negotiating Committee	Jen Hudak – VP, Human Resources Operations		
Tom Goba – Negotiating Committee	Matthew Klein Legal Counsel, Litigation & Employment		
Ezekiel Coates–Negotiating Committee			
Alexander Osei – Negotiating Committee			