


ARTICLE 37  
DURATION OF AGREEMENT


Except as otherwise specifically provided herein this Agreement shall become effective March 01, 2015 and shall remain in full force and effect until February 28, 2018 and shall renew itself without change from year to year thereafter unless written notice of intended change is served by either party hereto at least thirty (30) days prior to such date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.


*ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.*


BY:   
BRIAN XAVIER  
ASSISTANT VICE PRESIDENT

BY:   
EDWARD ROSE  
ASSISTANT VICE PRESIDENT

BY:   
RORY C. MCCORMACK  
GENERAL MANAGER

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS DISTRICT 142

BY:  IAMAW, DISTRICT 142  
MICHAEL MANZO  
GENERAL CHAIR

BY:   
ALBERT BANKS  
NEGOTIATING COMMITTEE

BY:   
ROBERT TRAPANESE  
NEGOTIATING COMMITTEE

BY:   
LORD RIVERA  
NEGOTIATING COMMITTEE

**AGREEMENT**  
**Between**

**ALLIED AVIATION SERVICE  
COMPANY OF NEW JERSEY**

**And**

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS - DISTRICT 142**

**NEWARK FUELING OPERATIONS  
FULL TIME EMPLOYEES**

**March 1, 2015 through February 28, 2018**

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**This Agreement made and entered into March 1, 2015 by and between Allied Aviation Service Company of New Jersey, Inc. (Hereinafter referred to as the “Company”) and the International Association of Machinists and Aerospace Workers, District 142, (hereinafter referred to as the “Union”).**

## **ARTICLE 1 PURPOSE OF AGREEMENT**

**(a) The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, reliable, efficient and economical fuel servicing, and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized by this Agreement that it will be the duty of the Company and of the employees to cooperate, both individually and collectively, for the advancement of that purpose and to deal in good faith.**

**(b) Subject to State and Federal law, as an equal employment opportunity/affirmative action employer. Allied Aviation does not discriminate against applicants or employees because of their age, race color, religion, national origin, sex or on any other basis prohibited by law. Further, Allied Aviation will not discriminate against any applicant or employee because he or she is physically handicapped, a disabled veteran, or a veteran of the Vietnam era, provided he or she is qualified and meets the requirements of Allied Aviation.**

**(c) All jobs referred to in this Agreement will be recognized as referring to both male and female employees. Any complaint arising under Article I (b) must be handled in accordance with the grievance procedure.**

## **ARTICLE 2 SCOPE OF AGREEMENT**

**(a) The Company recognizes the Union as the sole and exclusive bargaining representative for the full-time employees engaged in the fueling of aircraft at Newark Liberty International Airport.**

**(b) Employees covered by this Agreement shall be governed by all Company rules, regulations and policies that are not in conflict with the terms and conditions of this Agreement. The Company will supply the employees, and make available to the Union, copies of the Company’s policy bulletins, which will contain the current rules, regulations policies referred to in this paragraph. Rules of personal behavior will be distributed and posted seven (7) days before their effective date. Copies of such rules will be sent to the labor organization.**

**(c) Should any part or provision of this Agreement be rendered invalid by reason of any**

existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining provision thereof and they shall remain in full force and effect.

(d) The right to manage and direct the working forces, subject to the provision of this Agreement, is vested in and retained by the Company.

(e) If the Company established a new or different shop or classification under this Agreement, the parties shall promptly meet and attempt to agree in writing upon qualifications and rates of pay for such new or different shop or classification.

(f) Washing of vehicles. Washing outside of vehicles will be the company's responsibility.

Fueling/Utility Departments will be responsible for the interiors of the vehicles.

### **ARTICLE 3 STATUS OF AGREEMENT**

(a) This Agreement supersedes any and all agreements verbal or written now existing or previously executed between the Company and any Union or individual affecting the employees covered by this Agreement.

(b) It is further understood and agreed that in the event of a sale, this Agreement shall be binding upon the successor or assigns of the Company. In the event of consolidation or merger, in any degree the Company and the Union will meet, without delay, and negotiate proper provision for the protection of employees' seniority and other rights under this Agreement.

(c) It is understood and agreed that the Company will not lock out any employee covered hereunder, and the Union will not authorize to take part in any strike, group job action, or group work slow down or picketing of Company premises during the life of this Agreement.

### **ARTICLE 4 CLASSIFICATIONS AND WORK REQUIREMENTS**

All work coming within the scope of this Agreement will be assigned to fit classifications herein established and all employees covered by this Agreement will be classified in accordance with their qualifications and the jobs they are required to perform.

(a) Fueler -The duties of a fueler will consist of servicing aircraft and other equipment with fuel and oil, parking and applying of power to aircraft and other duties related thereto, including normal paperwork required for the job.

(b) **Mechanic** - The duties of a Mechanic shall be repair, maintenance and operation of all the Company's equipment and equipment in the care of the Company, facilities and premises including all aspects of the underground hydrant fuel piping system including low points and high points and the keeping of records pertinent thereto. In the event that there are no tank farm operators available to perform the function, the mechanics will take over the function. Tank farm employees will have the right to first refusal before any overtime within their classification is offered to any other classifications.

Snow removal and salting will be performed by qualified mechanics deemed by management unless in an emergency.

(c) **Utility Person** - The duties of a Utility Person will consist of painting, cleaning and general upkeep of Company equipment, facilities and premises as directed by a Supervisor. The Company will pay lead pay to any current utility lead at the signing of this contract hired prior to 1995.

(d) **Tank Farm Person** - Tank Farm Person duties shall be:

1. Operate and maintain equipment and components of the Tank Farm and Service Station and all aspects of the underground hydrant fuel piping system including low points and high points.
2. Be responsible to the Supervisor on duty for all phases of fuel deliveries and dispensals in the Tank Farm and Service Station including gauging of tanks and all other related duties.
3. Complete all relevant paperwork required to maintain Company's records.
4. Any auxiliary duties pertinent to the Tank Farm operation assigned to him/her by the Supervisor.
5. If an afternoon or P.M. shift Tank Farm position is created it shall be for a period of not less than six (6) months and it shall be bid.

**Leads Classifications:** (All work classifications apply)

(a) The duties of a lead position shall be the same as those of the same work classification and in addition, as a working member of the group, he will be responsible to a Supervisor for leading the work of other employees in their same work classification i.e. fueler, tankmen, & mechanics.

(b) In the absence of the Lead and the Relief Lead, the senior most qualified employee on that shift shall serve as the Lead.

(c) The Leads shall be responsible to the supervisors for the following;

**1. As per Supervisors instructions, the lead will assist the designated worker groups are properly instructed for the efficient performance of their daily work.**

**2. Under Supervisors direction the lead will be required to complete the required forms, records, reports and other paperwork imperative to their work group completed legibly and correctly.**

**3. Assigned equipment is in proper operational condition, scheduled for maximum utilization and operated properly for the purpose intended.**

**4. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.**

**(d) The Lead shall assist the Supervisor with insuring compliance with all company policies by those employees designated by the supervisor to him.**

**1. The lead will assist employees in their same job classification as directed by a Supervisor.**

**(e) The Lead shall be qualified in the duties of his classification and will be capable of performing such duties. He will assist his group in the performance of their duties provided such assistance does not interfere with the performance of his primary responsibilities as described above. While he is performing such duties, his primary responsibilities shall not be assumed by others. However, the above provisions do not preclude management from directing individual employees as needed or in the absence of the Lead from the immediate work area.**

**(f) The Lead may be required to assist a Supervisor in demonstrating the proper work methods, conduct on-the-job or classroom training, and facilitate meetings. .**

**(g) The Lead will be required to perform the duties of his classification.**

**(h) If the Company requires a relief Lead Fueler such Lead position shall be posted for bid and extended for duration of at least six (6) months. Payment for such Lead shall only be made for the days Lead duty is required.**

**(i) The Company shall determine the number of Lead Fuelers, In any event, a minimum of six (6) are guaranteed. These six (6) will select their days off and shift in order of seniority and will be scheduled, as needed, if any Leads are required greater than six (6), the Company will set the days off and shift hours which will be posted and bid. Prior to such setting the Company will submit the bid document to the Chief Shop Steward for his examination and recommendations. The first six (6) Leads, selected as Leads, will be selected from among the current March 1, 2012 Lead Fuelers in order of seniority. Thereafter, if additional Leads are required or the Company desires to fill a Lead Vacancy the Lead Fueler position will be posted**

and bid. No Lead Mechanic or Lead Tank Farm Person will be required to lead and direct the work of a group, totaling more than nine (9) employees, assigned to his working area. Where three (3) or more employees covered by this Agreement are assigned in the maintenance department or tank farm; at least one (1) of these employees shall be designated as Lead Mechanic or Lead Tank Farm Person.

(j) Among those whom the Company determines meet the qualifications for the position; the most senior will be selected after the first six (6).

(k) Any successful bidder who has never served as a Lead may be reduced without just cause during his thirty (30) day probation. Following thirty (30) days of services such Lead may be reduced from Lead only upon showing of just cause.

(l) Leads shall not be responsible for discipline or recommending discipline for employees

1. Fueler Trainer Classification – Under the direction of a Supervisor and/or the Training Supervisor, an employee to be qualified as a Fueling Trainer must be fully qualified to fuel all airlines, must already be working on the shift when training positions are made available, must have a clean personnel file for the previous six months and may be disqualified with an explanation.

(m) Each employee must be in possession of a valid motor vehicle operator's license of a type which will permit him to operate Company motorized vehicles in compliance with the appropriate Airport Rules and Regulations of the Port Authority of New York and New Jersey.

(n) All employees will be expected to carry out normal housekeeping duties in keeping their working areas and the equipment which they operate in a clean and neat condition.

(o) Employees must meet the minimum qualifications specified in their work classification prior to being awarded any vacancy in bid areas specified herein. When lesser licenses and/or experience are accepted, preference will be given to employees covered by this Agreement prior to filling by new hire, where qualifications are equal.

#### **Supervisors Work:**

It is not the purpose of the Company to have Supervisors regularly carry out basic work regularly performed by the bargaining unit employees in their respective departments. Such work is defined as fueling aircraft, performing mechanical or maintenance work on company trucks and equipment as well as basic Tank Farm operator work. This does not preclude the company from having Supervisor train employees in these areas or to involve themselves when actual demonstrations of the work to bargaining unit employees is deemed necessary in order to demonstrate a task. Supervisors shall not do work done by employees covered under this Agreement. However, this shall not apply to emergencies, training or demonstrations. The Company is required to exhaust all available overtime availability prior to performing any



**bargaining unit work. Any claimed abuses will be subject to the grievance procedure.**

## **ARTICLE 5 HOURS OF WORK**

**(a) The work day shall consist of a twenty-four (24) hour period and a regular day's work shall consist of eight (8) consecutive hours, exclusive of a meal period, beginning with the start of the employee's regular shift.**

**(b) Effective January 1, 2010 the work week (and pay week) shall consist of seven (7) consecutive days: beginning at 12:01 A.M. on Monday and the regular work schedule shall consist of five work days of eight (8) hours each within the work week.**

**(c) Each employee shall be scheduled two (2) consecutive days off during the week.**

**(d) Where employees are required to maintain continuous operation of department or assignments, days off and shifts shall be determined by the Company consistent with the requirements of the service. Available days off and shifts shall be selected by employees within each classification on the basis of seniority. Fixed shifts shall be bid every six (6) months, to be effective on or about the first Monday of May and November. A notice of the shift change shall be posted as far in advance as possible prior to the actual bid. When there is an airline operating schedule change requiring a major revision of the schedule, the Company and the Union will meet to discuss the manner of handling such revision of the schedule. The Company guarantees that whenever it changes its operating schedule in response to changing airline schedules, all shifts shall be rebid.**

**(e) All time worked in any continuous tour of duty including overtime, shall be considered as work performed on the work day within which the tour is started.**

**(f) Employees shall be given at least five (5) days notice of all shift changes.**

**(g) Day Trades will be limited to eight (8) per year. They will be granted at the Company's discretion based on the needs of the operation.**

## **ARTICLE 6 COMPENSATION**

**(a) The hourly rates established for the duration of this Agreement. (See attached schedules.) Each employee in a job classification, under this Agreement, will have longevity pay**

increments added to his regular rate per hour as follows: After completing two (2) years of accredited service with the Company, the employee will receive one (\$.01) cent per hour longevity pay and for each year thereafter an additional one (\$.01) cent per hour will be added. Total longevity pay shall not exceed ten (\$.10) cents per hour. Longevity pay increments will be effective with the beginning of the pay period falling closest to the date the employee completes the required amount of accredited service.

- (b) Accredited service with the company, for determining longevity pay increments, shall be defined as:

Active service on the Company's payroll in any capacity, including the entire duration of Military or Union Business, Leave of Absences, Injury on Duty Leave of Absence and State and/or Federal Family Medical Leave Act (FMLA).

- (c) Shift Differential - The normal starting time for the shift shall be as follows:

The day shift shall start no earlier than 5:00 A.M.; the afternoon shift shall start no earlier than 1:00 P.M.; the evening shift shall start no earlier than 9:00 P.M. A premium of forty (\$.40) cents per hour shall be paid for the afternoon shift and a premium of forty five (\$.45) cents per hour shall be paid for the evening shift.

- (c) If an employee voluntarily transfers from a higher classification to a lower classification and if the Company agrees with such transfer, the employee shall be paid the highest rate of the lower classification, provided it does not exceed his present rate of pay.

- (d) An employee who is awarded a bid to a higher classification shall be slotted in to the year one rate of that new classification. If an employee's rate is higher than the new classifications rate, said employee's rate will remain frozen. The rate will stay frozen until the employee's classification seniority progression results in a rate increase.

- (e) Tool Allowances - Receipts must be provided for future reimbursements, provided any of the tool receipts submitted that pertains to your work area and work function unless authorized by management. If the tax has already been paid on the purchase receipt for the tools, the Company shall not withhold the tax. Receipts must be submitted to the company the last week in June. Employees will be reimbursed for the amounts listed below or the amount of the receipt including tax or whichever is less. However, if an itemized receipt is not produced, the employee is not entitled to the said tool allowance.

- |                      |             |   |                  |
|----------------------|-------------|---|------------------|
| (f) - Tool Allowance | Mechanics   | - | \$400.00per year |
|                      | Tank Person | - | \$300.00per year |

Tool Insurance - To \$1,000.00

**The Company shall provide insurance for theft and fire covering mechanics tools, which are used on the premises in the amount of One thousand (\$1,000.00) dollars with fifty (\$50) deductible for each employee's tools.**

## **ARTICLE 7 OVERTIME COMPENSATION**

**(a)**

- 1) Overtime will be paid for all overtime hours worked.**
- 2) However, employees are required to obtain prior approval from the Company before actually working any overtime.**
- 3) Any employee who works overtime and fails to obtain prior approval before performing any overtime work may be subject to the Company's disciplinary procedures.**

**(b) Employees required to work prior to or after their regular shift in excess of eight (8) hours in any work day, exclusive of the meal period, or required to work on a sixth (6<sup>th</sup>) day in any work week shall be paid overtime for such work at the rate of time and one-half (1 1/2X).**

**(c) The overtime rate of Double (2X) time shall be paid for all time worked in excess of fourteen (14) hours in any one (1) day. The overtime rate of double time (2X) shall be paid for all time worked in excess of eight (8) hours on one of an employee's two (2) regularly scheduled days off, and for all time worked on an employee's second regularly scheduled day off provided the first day off was also worked.**

**Any hours worked on his sixth (6<sup>th</sup>) day worked in the work week shall be considered working on the sixth (6<sup>th</sup>) day, therefore becomes eligible for double (2X) on the seventh (7<sup>th</sup>) day worked. For overtime purposes, a day is the twenty-four (24) hour period beginning with the start of an employee's regular work shift.**

**If any employee is scheduled off on Sunday and Monday, for overtime purposes Sunday will be considered his sixth (6<sup>th</sup>) day and Monday his seventh (7<sup>th</sup>) day.**

**Employees who have been required to work, including during paid lunches, for more than sixteen (16) hours in any one (1) day, will be entitled to seven and one-half (7 1/2) consecutive hours of rest prior to reporting for work. If required to report for work prior to having this scheduled rest, the employee will continue on overtime rates until he has had seven and one-half (7 1/2) consecutive hours of rest. The Company may require the employee to take the necessary time off during his regular shift to provide for scheduled rest, providing, however,**

that the employee is compensated for such time off at this straight time hourly rate.

**Overtime Points** – If you fail to complete the required mandatory overtime for any reason, double time points will be added. Employee must report to work on time (up to ten (10) minutes after shift start time) or go to the bottom of the overtime list that day.

(d) When overtime is required it shall be distributed as equally as possible among all qualified employees on duty in the classification required. When overtime is required and no qualified employee is on duty, the Union will call the qualified employee with the least overtime to his credit. (See overtime procedure Article 35).

(e) Premium pay, as described above, shall not be paid where such hours result from a change in an employee's regular shift assignment or due to rotation of days off at the request of the employee.

(f) When an employee is requested to work on one (1) of his scheduled days off, he shall be entitled to eight (8) hours work. If not provided with eight (8) hours' work, he shall receive eight (8) hours of pay at the applicable overtime rate. An employee who is called back to work after being relieved from duty shall be entitled to at least four (4) hours of work. If not provided with four (4) hours of work, he shall receive four (4) hours pay at the applicable overtime rate.

(g) For four (4) or more hours of continuous service after regular working hours, an employee will be permitted a paid meal period within the first three (3) hours of such overtime or the last hour of his regular shift preceding such overtime.

An employee who works four (4) or more hours of overtime continuous with the start of his regular shift shall be given a paid meal period within the first hour of his regular shift. "If an employee works a double, the employee shall receive a lunch break between the two (2) eight (8) hour shifts in addition to this, breaks during the second eight (8) hour shift."

(h) All training required by the Company outside of an employee's regular work hours will be paid for at the applicable overtime rate. Every effort will be made to schedule training other than on an employee's scheduled days off.

(i) The Company shall determine the amount of overtime required. If the required overtime needs cannot be filled from among employees on shift and if it is an emergency, the Company shall assign the overtime to the junior (least senior) employees on shift. If the overtime requirement is for eight (8) hours, employees shall be called from the call-in list. If not filled from the call-in list and it is an emergency, the overtime shall be assigned to the junior employees on shift. An emergency is defined as conditions over which the Company has no control.

**Mandatory Overtime** – Mandatory Overtime shall be assigned to the junior man for the first

event; thereafter it will rotate up to the next junior man on the next event. Every ninety days (January through March, April through June, etc.) it will revert back to junior man.

The company shall notify the Shop Steward that an emergency exists before assigning the overtime to junior employees on shift.

**OVERTIME** - Most overtime is replacement overtime due to absenteeism, sickness, etc., and no such overtime will be given to any part-time employees unless all full time employees have first been offered the overtime and have refused it.

All other overtime will first be offered to full time employees in accord with the overtime procedures and only if full time employees have refused it, may it be offered to part-time employees.

(j) The first minimum unit of overtime shall be thirty (30) minutes.

## **ARTICLE 8 HOLIDAYS**

(a) The following days are designated as holidays

New Year's Day  
Martin Luther King Day\*  
President's Day \*  
Memorial Day\*  
Independence Day  
Labor Day\*  
Columbus Day\*  
Veteran's Day  
Thanksgiving Day\*  
Christmas

(a.1) for all employees hired after date of ratification (March 1, 2015), the following days are designated as holidays.

New Year's Day  
Martin Luther King Day\*  
Memorial Day  
Independence Day  
Labor Day\*  
Thanksgiving Day\*  
Christmas  
(1) Personal Day\*\*

**Note \* - Holiday will be on the date observed. The Company will post the holidays at the beginning of each year.**

**Note \*\* - Employees can take this Personal Day as a day of their choice. The employee shall provide at least (2) weeks' notice of the employees' choice of Personal Day in writing to his or her Department head. Approval shall not be unreasonably withheld but will be based on operational needs and necessity. Should an employee not be able to provide two (2) weeks' notice, the company will endeavor to accommodate the employee's need and necessity allow. Should more employees apply for the same Personal Day than the company can grant time off, the most senior employee shall be awarded the day of his choice. The employee has the option of receiving eight (8) hours straight time (1.0X) pay in lieu of taking the Personal Day.**

**(b) An employee not required to work on any of the above holidays where the holiday falls on his regularly scheduled work day shall receive pay for that day at this regular straight time base rate of pay.**

**(c) An employee required to work on any of the above holidays shall receive the overtime rate of two and one-half (2 ½) times the employee's base rate of pay for all hours actually worked. The holiday shall be considered the twenty-four (24) hour period beginning with the employee's regular shift starting time on the holiday. An employee called into work before the start of his regular shift on a holiday shall be paid the usual overtime rate until the shift starting time. Thereafter, he will be paid at the holiday rate established in this Article.**

**(d) If a holiday falls during an employee's vacation, he shall have his vacation extended by one (1) day. The employee may elect to take such a holiday on the last workday preceding or the first (1<sup>st</sup>) workday following such vacation. Under this paragraph only, an employee shall have the option of being paid for the holiday.**

**(e) In order to be eligible for holiday pay, under this Agreement, an employee must work the day before and the day following the holiday. Excluding: Swaps, Jury Duty Bereavement.**

**Employees will be considered excused and will be eligible for holiday pay while on Jury Duty and Union Leave of Absence for a period of 60 days.**

**(f) Payment for a holiday, as such, will not be made to an employee:**

- 1. Who is on a requested approved leave of absence without pay:**
- 2. Who has been furloughed: or**
- 3. Who is scheduled to work the holiday and does not do so.**

## **ARTICLE 9 VACATIONS**

(a) Effective January 1, of each year all employees who have been on active service with the Company for the twelve (12) months immediately preceding shall be entitled to a two (2) week vacation with pay during such vacation year. Any employee on January 1<sup>st</sup> who has not been on active service with the Company or the entire twelve (12) months immediately preceding shall be entitled to a vacation with pay in accordance with the following table, provided, however, that no employee covered hereunder may take a vacation until he has completed his probationary period with the Company. In computing this vacation allowance all fractions of one-half ( $\frac{1}{2}$ ) month or greater (of active service) will be counted as a full month. Those fractions of less than one-half ( $\frac{1}{2}$ ) month (of active service) will be disregarded.

Months of Active Service <u>As of January 1<sup>st</sup></u>		Days <u>Vacation</u>	
One	(1) Month	One	(1) Day
Two	(2) Months	Two	(2) Days
Three	(3) Months	Three	(3) Days
Four	(4) Months	Four	(4) Days
Five	(5) Months	Four	(4) Days
Six	(6) Months	Five	(5) Days
Seven	(7) Months	Six	(6) Days
Eight	(8) Months	Seven	(7) Days
Nine	(9) Months	Eight	(8) Days
Ten	(10) Months	Nine	(9) Days
Eleven	(11) Months	Nine	(9) Days
Twelve	(12) Months	Ten	(10) Days

Employees with five (5) years of active service with the Company, as of January 1 of any year, shall be entitled to three (3) weeks of vacation.

As of January 1, of any year, employees with ten (10) years of active service shall be entitled to four (4) weeks of vacation.

Employees shall select vacations in seniority order and each employee will be allowed until the next regular shift starting time to bid his vacation preferences, which include splitting of vacation for all his vacation entitlement at the same time. Vacations shall be scheduled in conjunction with an employee's days off.

(b) An employee who has completed his probationary period shall be paid for all accrued vacation upon termination of employment with the Company, except as provided in Article 12,

(c) Leaves of Absence without pay will not be considered as service with the Company for the purpose of earning vacation under this Article.

- (d) Vacations are not cumulative and therefore, cannot be carried over from one (1) vacation year to the next.**
- (e) In the event of an employee's death, an amount equal to all earned vacation pay due will be paid to the surviving spouse or dependent children or legal heirs.**
- (f) An employee may, at his option, split his vacation into separate periods of no less than five (5) days each.**
- (g) During vacation, employees shall be paid their base rates of pay.**
- (h) The Company shall establish available vacation periods for each job classification and seniority within classification shall govern in the choice of vacation.**
- (i) Vacation schedules shall be arranged by the Company and preference as to dates shall be granted in order of seniority. Vacations shall be scheduled equally throughout the year within each classification.**
- (j) VACATION SELL-BACK – The decision to sell back vacation time to the Company shall be made prior to November 1 of each year and shall so be communicated to the Company. All employees can sell back no more than 50% of their earned vacation time.**

#### **Article 9.1 Employees hired after March 1, 2009**

- (a) Effective January 1, of each year all employees who have been on active service with Company for the twelve (12) months immediately preceding shall earn a maximum two weeks' vacation, with pay, during such vacation year. Any employee on January 1<sup>st</sup>, who has not been on active service with the Company for the entire twelve (12) months, immediately preceding, shall earn a vacation with pay in accordance with the following table, provided, that no employee covered here under may take a vacation until he has completed his probationary period with the Company. In computing this vacation allowance all fractions of (1/2) month or greater (of active service) will be counted as a full month. Those fractions of less than one-half (1/2) month of active service will be disregarded.**
- (b) Leave of Absence, without pay, will not be considered as service with the Company for the purpose of earning vacation under this Article. Employees on medical or personal leave of absence or family leave will not accrue vacation for the following year.**

**Employees with five (5) years of active service with the Company, as of January 1st of any year, shall earn a maximum three (3) weeks of vacation.**

**As of January 1, of any year employees, with ten (10) years of active service, shall earn a maximum four (4) weeks of vacation.**



In computing vacation reductions, all fractions of  $\frac{1}{2}$  month or greater, will be counted as a full month. Less than a  $\frac{1}{2}$  month will be disregarded.

<b>Months of Lost time</b>	<b>2 wks. (10) days <u>Days' vacation</u></b>	<b>3 wks. (15) days <u>Days' vacation</u></b>	<b>4 wks. (20) days <u>Days' vacation</u></b>
<b>1 month</b>	<b>9</b>	<b>14</b>	<b>18</b>
<b>2 months</b>	<b>8</b>	<b>13</b>	<b>17</b>
<b>3 months</b>	<b>7</b>	<b>12</b>	<b>15</b>
<b>4 months</b>	<b>6</b>	<b>10</b>	<b>13</b>
<b>5 months</b>	<b>6</b>	<b>9</b>	<b>12</b>
<b>6 months</b>	<b>5</b>	<b>8</b>	<b>10</b>
<b>7 months</b>	<b>4</b>	<b>7</b>	<b>9</b>
<b>8 months</b>	<b>3</b>	<b>5</b>	<b>7</b>
<b>9 months</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>10 months</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>11 months</b>	<b>1</b>	<b>1</b>	<b>2</b>
<b>12 months</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Article 9.2 Employees hired after March 1, 2015**

(a) All new hires hired on or after March 1, 2015, will not exceed three (3) weeks of vacation.

In computing vacation reductions, all fractions of  $\frac{1}{2}$  month or greater, will be counted as a full month. Less than a  $\frac{1}{2}$  month will be disregarded.

<b>Months of Lost time</b>	<b>2 wks. (10) days <u>Days' vacation</u></b>	<b>3 wks. (15) days <u>Days' vacation</u></b>
<b>1 month</b>	<b>9</b>	<b>14</b>
<b>2 months</b>	<b>8</b>	<b>13</b>
<b>3 months</b>	<b>7</b>	<b>12</b>
<b>4 months</b>	<b>6</b>	<b>10</b>
<b>5 months</b>	<b>6</b>	<b>9</b>
<b>6 months</b>	<b>5</b>	<b>8</b>
<b>7 months</b>	<b>4</b>	<b>7</b>
<b>8 months</b>	<b>3</b>	<b>5</b>
<b>9 months</b>	<b>3</b>	<b>4</b>
<b>10 months</b>	<b>2</b>	<b>3</b>
<b>11 months</b>	<b>1</b>	<b>1</b>
<b>12 months</b>	<b>0</b>	<b>0</b>

**VACATION BID – All Employees at Ratification of Contract**

The Company shall post vacation schedules no later than October 15<sup>th</sup>. Said schedule shall remain posted until December 1<sup>st</sup> of each year.

**FIRST (1<sup>st</sup>) 25% of employees on seniority list to begin bidding November 1<sup>st</sup>. Complete bid November 7<sup>th</sup>.**

**SECOND (2<sup>nd</sup>) 25% of employees on seniority list to begin bidding November 8<sup>th</sup>. Complete bid November 14<sup>th</sup>.**

**THIRD (3<sup>rd</sup>) 25% of employees on seniority list to begin bidding November 15<sup>th</sup>. Complete bid November 21<sup>st</sup>.**

**FOURTH (4<sup>th</sup>) 25% of employees on seniority list to begin bidding November 22<sup>nd</sup>. Complete bid November 28<sup>th</sup>.**

**Each twenty five percent (25%) of the bid must be completed within seven (7) days. Each employee is expected to bid when it is his turn. If an employee fails to bid, he will be placed where available on the vacation list.**

## **ARTICLE 10 SHIFT SCHEDULES, VACTION AND VACATION RELIEF**

**(a) The number of shift starting times shall be in the sole discretion of the Company, but in any event, the number of shift starting times for Full Time employees shall not exceed ten (10). If the Company requires a number of shift starting times, full timers in excess of eight (8), but not more than ten (10), the Company shall be required to justify such a schedule before an arbitrator. Maintenance and Utility personnel will only have three (3) starting times.**

**(b) The starting time of each shift shall be in the sole discretion of the company.**

**(c) Any employee who is a successful bidder or assigned to a vacation relief schedule shall receive a differential of forty cents (\$.40) cents per hour in addition to any premium applicable to the shift worked.**

**(d)The Company shall determine vacation schedules within each classification.**

**(e) The Company shall determine vacation relief schedules within each classification.**

**(f) The vacation relief schedule to be covered within each classification shall be posted once vacation schedules have been selected.**

## **ARTICLE 11 SENIORITY**

**(a) Seniority, under this Agreement, shall be defined as length of continuous service with the**

**Company and shall be by job classification. The job Classifications to be recognized for seniority purposes shall consist of:**

- (i) Fueler**
- (ii) Mechanic**
- (iii) Utility Person**
- (iv) Tank Farm Person**

**(b) New Fueler employees shall be regarded as probationary employees for the first ninety (90) days from 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. Probation time for Mechanics and Tank Farm Persons will be ninety days (90) days. No employee will be permitted to bid to another classification during his probationary period. If retained in the service, after the probationary period, the names of such employees shall be placed on the seniority list of their respective classification as of the date of their original hiring.**

**(c) Seniority, by job classification, shall be recognized in bidding for shifts, days off, vacations, job vacancies or new jobs, and in all promotions, demotions or layoffs involving classification covered by this Agreement.**

**In bidding for a Lead position, classification seniority shall govern, with preference being given to the senior qualified bidder with established seniority in the applicable classification.**

**(d) An employee, covered by this Agreement, shall lose seniority status and/or classification seniority and his name shall be removed from the seniority list under the following conditions:**

- (i) He quits or resigns from his classification;**
- (ii) He is discharged for just cause or is removed from a classification for just cause;**
- (iii) He is discharged for being absent from work for more than two (2) consecutive days without properly notifying the Company of the reason for his absence, and not then if a satisfactory reason is given for not notifying the Company.**
- (iv) He does not return to the service of the Company on or before a date specified in the notice from the Company offering him re-employment, which date shall not be less than fourteen (14) days after receiving such notice, providing such time is reasonable by the employee, provided, however, that subdivision (iv) and (v) of this section shall not apply to offer of temporary work.**
- (v) He accepts a bid in a lower classification unless the employee is on a Lay-off status in a higher classification**

- (vi) He has not been rehired within two (2) years after a lay off.
- (e) Employees shall be laid off by classification in reverse seniority order and may exercise their prior accrued seniority in lower classifications to displace employees who have less seniority within such classification. Employees who receive such layoff notice shall notify the Company within twenty-four (24) hours whether they intend to exercise their seniority.
- (f) Re-employment, after layoff, shall be on a seniority basis. Credit shall be given for an employee's length of service prior to the layoff in determining the pay bracket applicable when the employee is re-employed in the same or a lower classification. The Company shall send a notice of re-hiring by registered mail to the last address on file. If the employee fails to report to work within two (2) weeks thereafter he shall lose all seniority rights. The Union shall receive a copy of each notice or rehiring.
- (g) When two (2) or more employees enter the service on the same day, seniority rank shall be determined by the last four digits in descending order of their social security number and is in effective from the date of ratification going forward for all new hires only. It is not applicable to already established employee seniority dates.
- (h) An employee promoted to a supervisory position shall continue to retain and accrue seniority under this Agreement for a period of sixty (60) days. If, at the end of that period, he remains in the supervisory position, he shall forfeit all seniority rights under this Agreement.
- (i) A seniority list giving names, date of employment and classification shall be furnished to the Union within one (1) month of signing of the Agreement and semi-annually thereafter. The Employer shall notify the Union of all terminations and all new employees.
- (j) If mutually agreed upon the Chief Shop Steward will be assigned to the day shift with Saturday and Sunday off.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

- (a) Upon approval of the Company, a leave of absence of up to one hundred twenty (120) days may be granted an employee. During such leave, the employee's seniority shall accumulate, subject to Article 9 (c).
- (b) If any such leave is extended by the Company, it must be approved by the Union and the employee will not accrue and retain seniority, except that seniority shall continue to accrue on leave for Union business. An employee accepting gainful employment while on leave of absence, except as specifically approved in writing by the Company and the Union, automatically terminates employment with the Company. Seniority will continue to accrue when the employee exercises his right to be on State and/or Federal Family Medical Leave Act (FMLA).

(c) Employees, who by reason of bona fide illness or injury that requires time off, will be granted appropriate leaves of absence. Seniority will continue to accrue during such leaves, but in no event will seniority accrue for more than 18 months. Following 12 months of absence the employees will be responsible for costs of all of their benefits for the next six months. If the employee fails to return after (18) months the employee will be terminated.

(d) Upon receiving written request from the Local Lodge, District Lodge or International Union, the Company shall grant Leaves of Absence for Union Business. Leave of Absence, without pay, will not be considered as service with the Company for the purpose of earning vacation or any company benefits. Leave of Absence for Union business will continue to accrue seniority. Leave of Absence will be limited to a period of 4 years. After four years the employee will have to re-apply for a leave of absence. Vacation entitlements do not apply to persons on Union business. For absences of less than one year, vacations will be pro-rated. The Company has the right to verification of continuous Union business upon returning from the absence.

(e) The Company will follow the Federal Family Medical Leave Act and any amendments to the Act.

### **ARTICLE 13 TERMINATION OF EMPLOYMENT**

(a) Employees shall give the Company two (2) weeks notice of resignation in writing.

(b) Employees laid off through no fault of their own shall be granted two (2) weeks notice in writing, or pay in lieu thereof.

(c) This requirement of notice set forth in (b) shall not apply in the event of sudden cessation or curtailment of operations caused by an Act of God, or by an order of Government grounding aircraft or by a wildcat strike of an airline without sufficient notice, and in such cases, employees shall receive three (3) days' notice of layoff or pay in lieu thereof.

(d) Employees, whose shift is changed as a result of the above section, shall receive seventy-two (72) hours notice of change of shift.

### **ARTICLE 14 UNIFORMS**

(a) Suitable rain gear and other foul weather gear and a parka shall be furnished by the Company. When required by the Company, the Company agrees to furnish uniforms to employees covered by this Agreement. All expense of laundering and cleaning such uniforms

and lightweight jackets shall be borne by the Company.

The issued uniform and equipment shall be worn at all times while on duty. At no time should the employee modify their uniform. Employees are responsible for safekeeping of all issued clothing and equipment and must pay for the replacement of any items lost at the time of loss.

The Company shall provide a lightweight jacket every three (3) years to the employee. Company will provide summer shorts and T-shirts (in addition to short sleeve shirts). In addition, the Company will supply work boots for all employees every two (2) years, and the cost is not to exceed \$150.00.

(b) Employees covered by this Agreement are required to keep their uniforms neat and clean at all times. Only Company issued clothing, after probationary period, will be allowed.

## **ARTICLE 15 BULLETIN BOARDS**

The Company shall provide bulletin boards for the use of the Union. All notices placed on such boards shall relate solely to official Union business and shall have the official signature of the Union.

## **ARTICLE 16 PAY DAYS**

All compensation payable to employees hereunder shall be paid weekly, on Thursday, by check, during regular working hours whenever possible.

## **ARTICLE 17 MEAL PERIODS**

(a) Meal periods shall be thirty (30) minutes, except when a longer period is agreed upon between the parties.

(b) Meal periods shall be scheduled to start no sooner than two (2) hours after the start of a shift and to be completed no later than six (6) hours after the start of shift.

(c) An employee who is required to work in an emergency past the period specified in (b) above will be paid time and one-half (1 ½) for the meal period and, in addition, will receive a one-half (1/2) hour meal period paid at straight time at a later time within the shift.

## **ARTICLE 18 MANAGEMENT CLAUSE**

**The company under direction of management, will direct its employees, and establish working conditions. The hiring, promoting, demoting, termination and rehiring of employees and any reduction or increase in working forces are the exclusive functions of management, to the extent that any such matters are not otherwise covered or provided for in this Agreement; and provided in the exercise of such functions, the Management shall not violate any provision of this Agreement or discriminate against any employee because of his membership in, or lawful activity on behalf of the Union.**

## **ARTICLE 19 ABSENCE FROM DUTY**

- (a) An employee hereunder shall not be absent from duty without prior permission, except for reason of sickness, injury or other justifiable cause beyond the control of the employee.**
- (b) An employee hereunder who is prevented from reporting for duty by reason of sickness, injury or other justifiable cause beyond the control of the employee shall promptly notify his immediate supervisor of an absentee control point, if established by the Company, of his inability to report for work giving reason for his absence, except when prevented by circumstances beyond the employee's control. Employees shall be required to give at least one (1) hour notice of sick absences.**
- (c) If an employee reports late, with no notice, and the employee is replaced by overtime, that employee will be recorded as late and sent home for the day. If sick time is available he will paid a sick day.**

## **ARTICLE 20 BEREAVEMENT**

**When it is necessary for an employee to be absent from duty because of death in his immediate family (mother, father, child, wife (current spouse), such employee will be permitted to be absent for five (5) consecutive calendar days from the date of notification of death in conjunction with his regular schedule and one (1) day following the date of the funeral. The employee will be paid only the days he was scheduled to work. In the event of the death of mother-in-law, father-in-law, sister, brother or grandparents, such employee will be permitted to be absent with pay for any three (3) consecutive scheduled work days occurring between the time of notification of death and one (1) day following the date of the funeral.**

## **ARTICLE 21 JURY DUTY**

**When it is necessary for an employee to be absent from work while engaged in Jury Duty, the employee, shall suffer no loss of pay and be assigned two (2) consecutive days off.**

## **ARTICLE 22 UNION CHECK OFF**

**(a) All employees shall become members of the Union within sixty (60) days after initial employment and shall remain members of the Union in good standing thereafter. Should any employee cease to be a member in good standing of the Union, he shall, after two (2) weeks notice in writing from the Union to the Employer, no longer be eligible for employment and shall be dismissed.**

**(b) The Company shall deduct union dues and initiation fees from the employees on proper authorization provided by the employee and shall forward such monies to the Union.**

**(c) The employees will be allowed to be able to participate in the MNPL at the employee's option. The employee's participation will be deducted on a weekly basis and sent to the union on a monthly basis after the employee completes the necessary paperwork.**

## **ARTICLE 23 GENERAL AND MISCELLANEOUS**

**(a) Upon written request from the employee, the Company will make an employee's personnel file available to that employee and the Union.**

**(b) The Company shall provide each employee with a copy of this Agreement bound in a pocket size booklet.**

**(a) The Company and Union will meet every month to discuss local issues.**

**(b) Company will provide storage for toolboxes for mechanics and tank farm employees.**

**(c) The company will provide a suitable eating area for all employees and the Company will provide transportation to the eating area.**



## **ARTICLE 24 GRIEVANCE AND ARBITRATION**

**(a) Any decisions or agreements, relating to the interpretations or applicability of this Agreement mutually agreed by the Company and the Union, shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.**

**(b) The Company may discharge or discipline an employee for just and proper cause. The company will furnish the employee concerned and the Union with a copy of any complaint or commendation which is placed in the employee's personnel file. No employee who has completed his probationary period shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the charge, or charge preferred against him leading to such action. Such notice shall be presented to the employee no more than ten (10) days from the time the Company has knowledge of the incident upon which such charges are based.**

**(c) The Union may select and designate Shop Stewards for the purpose of representing the terms of this Agreement. The past practice of grievance investigation by authorized Union Representatives shall continue. Should any abuse of this procedure occur both parties will meet to discuss it.**

**(d) During the probationary period an employee may be discharged at the Company's option without recourse to the grievance procedure.**

**(e) For the presentation of complaints and grievances that may arise the following procedures will apply: Copies of letter in an employee's personnel file regarding his work performance shall be sent to the employee and his Chief Shop Steward. Such letter shall be removed from the file after two years from the date of issue provided the employee did not receive additional reprimands for the same offense.**

**Any employee, the Union or the Company who has a grievance, may within ten (10) business days of knowledge of the complaint, submit a grievance to the other party. The answer to said grievance will be given within ten (10) business days.**

**If either party desires to submit an appeal it will be presented to the General Manager or his designee and/or the Chief Shop Steward or his designee. Appeals will be answered within ten (10) business days.**

**Within sixty (60) days of submitting the appeal, either party to this Agreement must submit its appeal for arbitration through FMCS or the arbitrator agreed upon by the parties.**

**If any employee is discharged a hearing will be held within five (5) days.**

**If any party to the Agreement requests a panel of arbitrators from the FMCS, either party to**

**this Agreement may demand that the selection procedure be limited to striking names from the panel until a single arbitrator remains.**

**(f) The grievance process time limits may be extended if mutually agreed by both parties on a case by case basis.**

## **ARTICLE 25 HEALTH AND LIFE INSURANCE**

**All full time employees will be enrolled in the National IAM Benefit Trust Fund as described in the Summary Plan Description (SPD) and the Standard Contract Language. Part time employees are not eligible for the National IAM Benefit Trust Fund. All full time employees will have no contributions for the period of May 1, 2015 – May 1, 2016**

**The cost of the plan for the above period per month is as follows:**

**Single - \$495.81  
Single + 1 - \$991.62  
Family - \$1,586.59**

**The company agrees to pay the above amounts and will assume all future increases if the plan is continued up to 5% each year. If the increases are 5% or less the employee contribution will remain at \$0.00.**

**Any increases above 5% will be absorbed by the employee being required to make a weekly contribution to the company to offset the increase above 5%**

**If for some reason this plan is not renewed by the Company or Union the Company will provide a similar plan with an employee contribution that will not exceed 20% of the monthly premium. The monthly contribution will be taken out on a weekly basis.**

**The company will work with the National IAM Benefit Trust Fund to facilitate enrollment in the plan for all employees and provide all necessary paperwork and information required for employee to enroll.**

**All employees hired will be offered single coverage the 1<sup>st</sup> day of the month after 60 days of employment of employment as per Federal guidelines. Employees will be eligible for single plus one or family coverage when they have completed (18) eighteen months of employment.**

**Opt Out: If an employee opts out of the medical plan, that employee will receive \$70.00 per month.**

**Life Insurance with Accidental Death and Dismemberment coverage shall be provided as set forth below:**

**Effective May 1, 2012     \$100,000**

**Additional Life Insurance - If approved, employees can select additional life insurance in the amounts of one, two or three times their annual salary (based on 40 hours per week) and the rates per thousand will be provided by the Company at the time of the renewal of the policy. All employees that elect this option must purchase in annual salary amounts. For Example: Based on 2012 rates, an annual salary of \$25,000 additional life insurance would cost \$2.25 per week if 30 years of age.**

**U.C.R. coverage, including emergency room, shall be provided. Life Insurance and Medical Benefits will be covered, in full, to a maximum of one (1) year for an employee off sick or injured in excess of thirty (30) days. The employee will be responsible for the employee contribution to the medical plan. The Company shall provide Bomb Insurance in the amount of one hundred and fifty thousand (\$150,000) dollars after July 2013 when the current insurance policy expires.**

**Dental Plan/Dental Insurance to remain as is in the current CBA for all employees hired prior to March 1, 2012.**

**Employees hired after March 1, 2012 who wish to enroll in the current Dental Plan will be responsible for the full cost of such plan.**

**All current employees will be enrolled in the National IAM National Benefit Trust Fund vision plan as described in the Summary Plan Description (SPD) and the Standard Contract Language with the full cost to be borne by the Company.**

**Employees hired after March 1, 2012 who wish to enroll in the Vision Plan will be responsible for the full cost of such plan.**

## **ARTICLE 26 PENSION**

**Effective March 01, 2015, the Company agrees to contribute an additional five cents per hour with a grand total of two dollars (\$2.00) per hour worked up to a maximum of one hundred seventy three (173) hours per month into the International Association of Machinists Pension Fund for the purpose of providing a retirement fund for the employees for the duration of the contract.**

**An employee shall be eligible for this coverage sixty (60) days after reporting to work. The Company shall conform to the IAM Pension rules.**

The Company shall conform to the IAM Pension rules for all full-time and part-time employees.

## **ARTICLE 27 SICK LEAVE**

Employees hired prior to July 1, 1991 shall have (12) sick days. Employees hired after July 1, 1991 shall have (10) sick days.

All employees hired after March 1, 2012, and after successfully completing the probationary period shall have six (6) sick days per year.

On or about December 15th in each year, an employee shall receive one (1) day's pay, for each day of unused accumulated sick leave for the period of December 1st of the previous year through November 30th of the current year.

The unused sick days shall be paid at the following rate:

<b>Unused Sick Days</b>	<b>Rate</b>
1 sick day up to 3 sick days	1.0X (straight time)
4 or more sick days	1.25X (one and a quarter)

### **Sick Bank Option**

- (a) Unused sick leave shall be cumulative up to a maximum of ten (10) days. Any days over this amount which are unused must be sold back to the company at the regular unused sick day rate.
- (b) An employee will not be paid sick time unless the employee notifies his supervisor in accordance with Company policy prior to the start of their scheduled work shift.
- (c) The sick bank may only be used after the third day of being absent at a rate of one (1) eight (8) hour sick day bank for one (1) eight (8) hour sick day.
- (d) The provisions for sick leave accumulations and payments are designed to compensate employees for actual sickness and shall in no event be construed so as to secure to employees additional vacation, holidays, or severance payments.
- (e) The sick bank can only be cashed out by an employee who retires, leaves the company, is laid off or passes away will be compensated for unused sick bank at the rate of two (2) days of unused sick bank for one (1) day pay at the employee's straight time 8 hour rate.

**ARTICLE 28  
VACANCIES AND BIDDING**

- (a) The Company will determine and establish and may change the number of employees in each classification and the number assigned to a shift subject to the following limitations:
- 1) When an employee covered by this Agreement vacates his position it shall be bid as a vacancy unless the Company abolishes the position.
  - 2) When the Company increases the number of employees, in any classification covered by this Agreement, the Company shall bid each additional job as a vacancy.
  - 3) When a vacancy occurs it shall be posted on all company bulletin boards for a period of ten (10) working days. The successful bidder will be awarded the vacancy within five (5) working days.
  - 4) The position being bid on will be awarded to the senior qualified employee bidding for the job.
  - 5) The Company will post available full time positions for bidding.
- (b) In the event no employees bid for the vacancy, the Company will fill such vacancy as follows, in the order set forth:
- 1) Recall the most senior employee on layoff in that classification.
  - 2) Promote the most senior qualified employee from a lower classification desiring the vacancy.
  - 3) Hire an employee outside the Company.
- (c) A successful bidder shall hold the job to which assigned for a period of thirty (30) days in order to demonstrate his ability to perform the work required. If, during this period, the employee is unable to demonstrate his ability to perform the work, he will lose any new classification seniority he has accrued and will be reassigned by the Company to his former position in the same classification he previously held. This thirty (30) day period may be extended for an additional thirty (30) days by mutual agreement of the Parties.

**ARTICLE 29  
SAFETY AND HEALTH & TRANSITIONAL WORK PROGRAM**

- (a) The Company shall furnish artificially cooled drinking water and sanitary fountains. Shop, washrooms, lunchrooms and work areas will be adequately lighted and heated.

- (b) The Company agrees to provide a safe working environment for its employees. A Joint Safety Committee shall be established, composed of a minimum of two (2) representatives for each Party. It shall be the duty of this Committee to investigate all claims of unsafe working conditions submitted by employees. The Committee shall meet monthly at a mutually agreed time and place. The Committee shall keep “minutes” of its meetings (a copy of which shall be placed on the bulletin boards), the claims submitted and the action taken. The Committee will make every effort to clear up outstanding items by the next monthly meeting.

### **TRANSITIONAL WORK PROGRAM**

The Company will implement a Transitional Light Duty Work Program. The Company will make the necessary accommodations for an employee deemed light duty and will adhere to the restrictions of the employee’s physician, FMLA, ADA and the State of New Jersey.

### **ARTICLE 30 UNION ACCESS**

Authorized representatives of the Union shall have access to the premises of the company to transact necessary Union business, providing it shall not interfere with the operation of the Company.

### **ARTICLE 31 OCCUPATIONAL INJURY**

The Company will follow the State of New Jersey’s Workers’ Compensation Laws. In addition, the Company will handle all of the necessary forms related to Workers’ Compensation claims.

### **ARTICLE 32 CREDIT UNION/401K PLAN**

The Company has agreed to participate in the credit union and a 401K Plan as necessary for its operation.

### **ARTICLE 33 SEVERANCE PAY**

- (a) Entitlement - Any full time employee, with one (1) or more years of service, under this Agreement whose employment is interrupted due to a reduction in force while he is in a

position provided in paragraph (b) following, subject, however, to the limitations and qualifications in accordance with the term set out in paragraph (b) through (f).

**(b) Service Requirements –**

**YEARS OF SERVICE**

**SEVERANCE ALLOWANCE**

One (1) year but less than two (2) years	One (1) week
Two (2) years but less than three (3) years	Two (2) weeks
Three (3) years but less than four (4) years	Three (3) weeks
Four (4) years but less than five (5) years	Four (4) weeks
Five (5) years but less than six (6) years	Five (5) weeks
Six (6) years but less than seven (7) years	Six (6) weeks
Seven (7) years but less than eight (8) years	Seven (7) weeks
Eight (8) years but less than nine (9) years	Eight (8) weeks
Nine (9) years but less than ten (10) years	Nine (9) weeks
Ten (10) years or more	Ten (10) weeks

**(c) Computation and Method of Payment – A week of the severance allowance shall be computed on the basis of the employee's regular straight time pay, at rate, at the time of his employment interruption multiplied by forty (40) hours. Severance allowance shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the employee is recalled or the severance allowance entitlement is exhausted, whichever occurs sooner.**

**(d) Disallowances - Severance allowances shall not be paid an employee when:**

- 1) He exercises his seniority in order to remain in the employ of the Company.**
- 2) He accepts any other employment with the Company.**
- 3) The layoff is caused by an Act of God, a war emergency; revocation of the Company's operating certificates or grounding of a substantial number of the customer's aircraft.**
- 4) The layoff is caused by a strike or picketing of the company's operating premises or any work stoppage or other action which would interfere with any operations of the company.**
- 5) He is dismissed for cause, resigns or retires.**
- 6) There is a temporary cessation of work because of circumstances beyond the Company's control.**

- (e) **Other Allowances** - the severance allowances, provided herein, shall be in addition to any or all other benefits provided under this Agreement.

Severance Pay will not be paid if the Company's contract with the Port Authority for the fueling of aircraft is cancelled.

- (f) **Recall** - An employee who has received a severance allowance under this Article and who has been recalled to work under the provisions of the Agreement and whose employment is again reduced in force under the conditions which entitle him to severance allowance, shall be paid the amount specified for his total years of service with the Employer less the dollar amount received by him during previous employment interruptions.

#### **ARTICLE 34 DRUG TESTING**

- (a) Employees involved in an accident will be suspended, without pay, until the results of the drug/alcohol testing are received by the Company. If the employee tests negative the employee will be paid for the suspension time at straight time
- (b) The Company has the right to have any employee sent for a drug/alcohol test based on reasonable suspicion and will be suspended, without pay, until the results of the drug/alcohol testing are received by the Company. If the employee tests negative the employee will be paid for the suspension time at straight time.
- (c) Employees must refer to Allied Aviation Services Hourly Employee Handbook, Code of Conduct - Drugs in the Work Place for policies.

The Company will follow the Federal Department of Transportation's Drug Testing policy.

#### **ARTICLE 35 OVERTIME PROCEDURE**

In the implementation of Article 7. (d), the parties hereby agree to follow the procedure set forth below:

##### **OVERTIME PROCEDURE**

1. For each classification there will be an overtime list containing the names of all employees (including Leads) who have completed their probationary periods with the following exceptions.



- (a) Employees who do not desire to be considered for overtime will so notify the Union, in writing, and their names will not appear on the overtime list. Such notification will apply for a minimum period of thirty (30) consecutive days and upon return to the overtime list the employee will be charged with:
  - (b) The same number of overtime hours as the highest man on the shift to which assigned, or the same number of hours which were previously charged to them at the time they were removed from the overtime list, whichever is greater.
- 2. For all employees who have completed their probationary period a record will be kept, and will be brought up to date daily, of overtime worked, or offered and declined converted to equivalent straight time hours paid, or which would have been paid had the offered overtime hours been worked, and will include the cumulative number of hours so charged. Overtime points will revert back to zero the first Sunday of November and the first Sunday in May aligned with the shift bid.
- (c) Fractions of hours will not be recorded. A fraction of five-tenths (5/10ths) of an hour or more will be converted to the next higher hours. A fraction of less than five-tenths (5/10ths) will be converted to the next lower hour.
  - (d) Paid lunches and regular holidays worked will not be considered as chargeable overtime except for all hours worked in excess of eight (8) hours on a holiday.
  - (e) Any refusal of overtime to attend Company business, training or Union business will not be chargeable.
- 3. Employees, being added to the overtime lists, will be charged with the same number of hours as the highest man on the list to which assigned. This will apply to employees being added to the list upon the completion of their probationary period.
- 4. Employees moving from one (1) shift to another within an overtime unit will carry their overtime hours with them.
- 5. Employees who are absent for thirty (30) or more consecutive days (except absence due to vacation, sick or injury) will, upon return to duty, be charged with:
  - (a) The same number of overtime hours as the highest man on the shift to which assigned, or the same number of hours charged to them before their absence, whichever is greater.
- 6. When overtime is required it will be offered as follows:

- (a) Overtime anticipated which is continuous following a scheduled shift will be offered to employees working on that shift.
  - (b) Overtime anticipated to be four (4) hours or less in advance of and continuous with a scheduled shift will be offered to employees on regular work days on the oncoming shift.
  - (c) When overtime is contemplated, at least four (4) hours' notice will be given.
  - (d) An employee who calls in sick or is sent home by a doctor or dispensary will not be eligible for overtime until he again reports for this regular shift.
  - (e) Where two (2) or more employees have an equal amount of overtime charged to them the senior employee will be considered low man and will be offered the overtime.
  - (f) Overtime will be offered to probationary employees only when it is not possible to obtain a non-probationary employee to work the required overtime.
  - (g) An employee who does not have a telephone, or whose telephone is not known to the Company, will be charged as if it had not been possible to contact him by telephone.
7. For the above purposes it is considered that an employee's regular work day is the twenty-four (24) hour period from the start of his regular shift.
8. When overtime is offered as in 6 above, it will be offered first to the employee with the least number of cumulative hours on his overtime record.
9. Any employee, who mutually agrees to a change of status, will be considered ineligible for overtime on the days involved.
10. No employee shall be required to work more than sixteen and one half hours (16.5) in any twenty-four (24) hour period. The foregoing procedure shall in no way abrogate management rights, should they choose to assign overtime work according to present Article 7. (1)
11. An employee working on his seventh (7th) day shall not to be eligible for overtime until he has had 7 ½ consecutive hours of rest prior the start of his regularly scheduled shift.

**ARTICLE 36**  
**PART-TIME EMPLOYEE**

The Company may hire part-time employees in the fueling classification. The rate to be paid such part-time employees shall be the rate set forth in Schedule "A" and such employees shall not be entitled to medical or any other benefits excepts pension.

The number of shift starting times for Part - time employees shall not exceed six (6).

Part - Time Employees shall not be scheduled back to back - the intent is not to circumvent this clause.

A part-time employee is one who is assigned to work no more than thirty hours per week but may have the option, upon Management's request, subject to Section (c) below, not to exceed thirty (30) hours a week, six (6) hours/day or minimum five (5) hours/day. Part-time employees shall not be scheduled for more than five days per week. The Company shall have the right to utilize part-time employees under the following terms and conditions.

(a) Effective March 1, 2012, the number of part-time employees that shall be utilized shall not exceed fifteen percent (15%) of the work force.

(b) All part-time employees must become members of the Union, pursuant to the Union Security Clause of this Agreement.

(c) Part-time employees shall not be offered overtime unless full-time employees available for overtime have refused the overtime offer.

(d) No full-time employee, in the Fueler Classification, hired prior to January 1, 2009 will be laid off in a reduction in force as long as any part-time employee is working in that classification.

(e) The Union shall have the right to verify the part-time compliance.

(f) Part-time employees will work off their own seniority list.

(g) On overtime, of about (1) hour, the Company will not use a part-time employee unless all men on the job have been canvassed, and thereafter will canvass the call list and may use part-time employees until a full-time employee arrives to do the work.

(h) All other terms and conditions of the current contract shall continue in effect. The Company will post available full-time positions for bidding by part-time employees.

**(i) The Operations Manager of the Company will meet with the Union to discuss problems that may arise.**

**(j) Where employees are required to maintain continuous operation of department or assignments, days off and shifts shall be determined by the Company consistent with the requirements of the service. Available days off and shifts shall be selected by employees within each classification on the basis of seniority. Fixed shifts shall be bid every six months, to be effective on or about May and November. A notice of the shift change shall be posted, as far in advance as possible, prior to the actual bid. When there is an airline operating schedule change, requiring a major revision of the schedule, the Company and the Union will meet to discuss the manner of handling such revision of the schedule. The Company guarantees that whenever it changes its operation schedule in response to changing airline schedules, all shifts shall be re-bid.**

**(k) All time worked in any continuous tour of duty, including overtime, shall be considered as work performed on the work day within which the tour is started.**

**(l) Employees shall be given at least five (5) days' notice of all shift changes.**

**(m) The number of shift starting times for PART-TIME EMPLOYEES shall not exceed six (6). (Remove from page 28 of existing contract)**

**(n) PART-TIME EMPLOYEES shall not be scheduled back to back – the intent is not to circumvent this clause. (Remove from page 28 of existing contract)**

**Holidays - Same as Full-time employees.**

**Vacations - After one (1) year of Employment - twenty-five hours (25) hours of vacation.**

**Vacations - After two (2) years of employment - fifty (50) hours of vacation.**

**Vacations - After three (3) years of employment - seventy five (75) hours of vacation.**

**Sick Leave**

**Part-time employees shall be entitled to sick days according to the following schedule:**

**Two (2) days in the first year of employment.**

**Three (3) days in the second year of employment.**

**Four (4) days in the third year of employment.**

**Shift Differentials - same as full-time employees.**

**Part-Time Employee – The Company may hire part-time employees in the fueling classification. The rate to be paid such part-time employees shall be the rate set forth in Schedule “A” and such employees shall not be entitled to medical or any other benefits except pension.**

**ARTICLE 37  
DURATION OF AGREEMENT**

Except as otherwise specifically provided herein this Agreement shall become effective March 01, 2015 and shall remain in full force and effect until February 28, 2018 and shall renew itself without change from year to year thereafter unless written notice of intended change is served by either party hereto at least thirty (30) days prior to such date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

*ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.*

BY: \_\_\_\_\_  
BRIAN XAVIER  
ASSISTANT VICE PRESIDENT

BY: \_\_\_\_\_  
EDWARD ROSE  
ASSISTANT VICE PRESIDENT

BY: \_\_\_\_\_  
RORY C. MCCORMACK  
GENERAL MANAGER

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS DISTRICT 142**

BY: \_\_\_\_\_  
MICHAEL MANZO  
GENERAL CHAIR

BY: \_\_\_\_\_  
ALBERT BANKS  
NEGOTIATING COMMITTEE

BY: \_\_\_\_\_  
ROBERT TRAPANESE  
NEGOTIATING COMMITTEE

BY: \_\_\_\_\_  
LORD RIVERA  
NEGOTIATING COMMITTEE

## Schedule A

### FUELERS

<u>Year(s)</u>	<u>Months</u>		<u>Scale</u>	<u>Hired after</u> <u>3/1/12</u>	<u>New Hires</u> <u>after 3/1/15</u>
Start	0 – 12	months	\$13.60	\$13.60	\$14.00
1 Year	13 – 24	months	\$14.10	\$14.10	\$14.10
2 Years	25 – 36	months	\$14.35	\$14.35	\$14.35
3 Years	37 – 48	months	\$14.85	\$14.85	\$14.85
4 Years	49 – 60	months	\$15.35	\$15.35	\$15.35
5 Years	61 – 72	months	\$15.85	\$15.85	\$15.85
6 Years	73 – 84	months	\$16.35	\$16.35	\$16.35
7 Years	85 – 96	months	\$16.85	\$16.85	\$16.85
8 Years	97 – 108	months	\$17.35	\$17.35*	\$17.35
9 Years	109-120	months	\$18.10*		
10 years	121-132	months	\$19.15*		

\*Any Fueller currently hired prior to 3/01/04 at Step 8 (\$17.35) or above continues to progress to the top of the previous wage scale and will receive increases on their company anniversary date.

Once off the scale their increases will be as negotiated for other staff off the scale.

### TANKMEN

<u>Year(s)</u>	<u>Months</u>		<u>Scale</u>	<u>Hired after</u> <u>3/1/12</u>	<u>New Hires</u> <u>after 3/1/15</u>
Start	0 – 6	months	\$13.25	\$13.25	\$13.75
	7 – 12	months	\$14.00	\$14.00	\$14.00
1 Year	13 – 24	months	\$14.25	\$14.25	\$14.25
2 Years	25 – 36	months	\$14.75	\$14.75	\$14.75
3 Years	37 – 48	months	\$15.50	\$15.50	\$15.50
4 Years	49 – 60	months	\$16.25	\$16.25	\$16.25
5 Years	61 – 72	months	\$17.00	\$17.50*	\$17.50
6 Years	73 – 84	months	\$18.00*		
7 Years	85 – 96	months	\$19.35*		

\*Any Tankmen currently hired prior to 3/1/07 at Step 5 (\$17.00) or above continues to progress to the top of the previous wage scale and will receive increases on their company anniversary date.

Once off the scale their increases will be as negotiated for other staff off the scale.

<b>Mechanics</b>	<b><u>Months</u></b>		<b><u>Scale</u></b>	<b><u>Hired after 3/1/12</u></b>	<b><u>New Hires after 3/1/15</u></b>
	<b>0 – 6</b>	<b>months</b>	<b>\$17.25</b>	<b>\$17.25</b>	<b>\$17.50</b>
	<b>7 – 12</b>	<b>months</b>	<b>\$17.75</b>	<b>\$17.75</b>	<b>\$17.75</b>
<b>1 Year</b>	<b>13 – 24</b>	<b>months</b>	<b>\$18.25</b>	<b>\$18.25</b>	<b>\$18.25</b>
<b>2 Years</b>	<b>25 – 36</b>	<b>months</b>	<b>\$18.75</b>	<b>\$18.75</b>	<b>\$18.75</b>
<b>3 Years</b>	<b>37 – 48</b>	<b>months</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$20.00</b>
<b>4 Years</b>	<b>49 – 60</b>	<b>months</b>	<b>\$20.50</b>	<b>\$20.50*</b>	<b>\$20.50</b>
<b>5 Years</b>	<b>61 – 72</b>	<b>months</b>	<b>\$22.35*</b>		

**\*Any mechanic currently hired prior to 3/1/08 at Step 4 (\$20.50) will continue to progress to the top of the previous wage scale and will receive increases on their company anniversary date.**

**Once off the scale their increases will be as negotiated for other staff off the scale.**

<b>Utility</b>	<b><u>Months</u></b>		<b><u>Scale</u></b>	<b><u>Hired after 3/1/12</u></b>	<b><u>New Hires after 3/1/15</u></b>
	<b>0 – 6</b>	<b>months</b>	<b>\$11.75</b>	<b>\$11.75</b>	<b>\$11.85</b>
	<b>7 – 12</b>	<b>months</b>	<b>\$12.00</b>	<b>\$12.00</b>	<b>\$12.00</b>
<b>1 Year</b>	<b>13 – 24</b>	<b>months</b>	<b>\$12.25</b>	<b>\$12.25</b>	<b>\$12.25</b>
<b>2 Years</b>	<b>25 – 36</b>	<b>months</b>	<b>\$12.75</b>	<b>\$12.75</b>	<b>\$12.75</b>
<b>3 Years</b>	<b>37 – 48</b>	<b>months</b>	<b>\$13.25</b>	<b>\$13.25</b>	<b>\$13.25</b>
<b>4 Years</b>	<b>49 – 60</b>	<b>months</b>	<b>\$13.75</b>	<b>\$13.75</b>	<b>\$13.75</b>
<b>5 Years</b>	<b>61 – 72</b>	<b>months</b>	<b>\$14.25*</b>	<b>\$14.25*</b>	<b>\$14.25</b>
<b>6 Years</b>	<b>73 – 84</b>	<b>months</b>	<b>\$14.75*</b>		
<b>7 Years</b>	<b>85 – 96</b>	<b>months</b>	<b>\$15.25*</b>		

**\*Any Utility currently hired prior to 3/1/07 at Step 5 (\$14.25) or above will continue to progress to the top of the previous wage scale and will receive increases on their company anniversary date.**

**Once off the scale their increases will be as negotiated for other staff off the scale.**

**For employees who are at the top or off the Current wage scale as of March 1, 2015, increase to hourly wage rate will receive increases on the anniversary of the contract as follows:**

**2015 – 3.0% lump sum (will be paid by a separate check in two weeks following ratification of the contract).**  
**2016 – 2.0% increase to hourly wage rate**  
**2017 – 2.0% increase to hourly wage rate**

**For employees who progress off the scale during the contract will receive that following increases unless noted in the rate scales above on the employee's company anniversary date:**

**2016 – 2.0% increase to hourly wage rate**

**2017 – 2.0% increase to hourly wage rate**

**Each employee will receive a \$250.00 signing bonus which will be paid in the second paycheck following ratification. This will be paid as a separate check.**

### **SCHEDULE "B"** ***INCENTIVE PLAN***

#### **1. Incentive System.**

**a) Freeze employee receiving the \$37.50/\$75.00/\$150.00 monthly stipend at the present level subject to the following:**

**(i) Must maintain 9 out of 12 months perfect attendance;**

**(ii) For the three months an employee's attendance is less than perfect, only two incidents of absence may occur within each of these months.**

**(iii) Surpassing the above levels will result in the reduction of the stipend by \$37.50 / \$75.00 in each year of the contract.**