

AGREEMENT

Between

ATLANTIC AVIATION PHL, INC.

and

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
AFL-CIO

Maintenance and Service

and

Office and Clerical Employees

Effective: June 16, 2015

## **TABLE OF CONTENTS**

ARTICLE I	SOLE AGREEMENT	-1-
ARTICLE II	PURPOSE OF AGREEMENT	-1-
ARTICLE III	RECOGNITION AND SCOPE OF AGREEMENT	-2-
ARTICLE IV	UNION SECURITY	-2-
ARTICLE V	DUES CHECK OFF	-3-
ARTICLE VI	CLASSIFICATIONS	-5-
ARTICLE VII	HOURS OF WORK	-9-
ARTICLE VIII	WAGES	-11-
ARTICLE IX	OVERTIME	-13-
ARTICLE X	HOLIDAYS	-14-
ARTICLE XI	VACATIONS	-15-
ARTICLE XII	TRAVEL PAY EMERGENCY FIELD SERVICE	-17-
ARTICLE XIII	SICK PAY	-18-
ARTICLE IX	OCCUPATIONAL INJURY LEAVE	-19-
ARTICLE XV	JURY DUTY	-21-
ARTICLE XVI	BEREAVEMENT	-21-
ARTICLE XVII	SEVERANCE PAY	-22-
ARTICLE XVIII	SENIORITY	-23-
ARTICLE XIX	LEAVE OF ABSENCE	-27-
ARTICLE XX	GRIEVANCE PROCEDURE	-28-
ARTICLE XXI	FUNCTIONS OF MANAGEMENT	-31-
ARTICLE XXII	STRIKES OR LOCKOUTS	-32-

ARTICLE XXIII	WORK CLOTHING, TOOLS AND EQUIPMENT	-32-
ARTICLE XXIV	SAFETY AND HEALTH	-32-
ARTICLE XXV	INSURANCE, HOSPITALIZATION & PENSION PLANS	-34-
ARTICLE XXVI	BULLETIN BOARDS	-36-
ARTICLE XXVII	COMPANY RULES	-36-
ARTICLE XXVIII	UNION BUSINESS	-36-
ARTICLE XXIX	SAVINGS CLAUSE	-36-
ARTICLE XXX	MISCELLANEOUS	-37-
ARTICLE XXXI	EFFECTIVE DATE AND DURATION	-37-
	HOURLY WAGE SCALE	-39-

## **AGREEMENT**

This agreement, effective as of June 16, 2015, except as specifically otherwise stated herein, is made and entered into by and between Atlantic Aviation PHL, Inc., at Philadelphia, Pennsylvania, hereinafter sometimes designated as the "Company," and lodge No. 1775 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter sometimes designated as the "Union."

WHEREAS, Atlantic Aviation PHL, Inc. and Lodge 1776 of the International Association of Machinists and Aerospace Workers, AFL-CIO, have met to discuss certain changes to the Agreement, effective June 17, 1998, in accordance with the Articles of said Agreement and applicable Federal and State Laws;

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I SOLE AGREEMENT**

In the event of a consolidation, merger, sale, transfer or assignment of the Company which may affect employees under this agreement, representatives of the Company and the Union will meet without delay to negotiate the possible effect with regard to proper protection for such employees. It is further understood and agreed that all provisions of this Agreement will be binding upon the successors and assignees of the Company.

In the event the Company does not retain its present business at Philadelphia International Airport, the Company will use its best efforts to secure employment for the affected employees with the successor Company or any of Atlantic's other locations.

### **ARTICLE II PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is for the Company, its employees and the Union to cooperate fully in order to provide for the safety of air transportation and the efficiency of the operation of the company.
2. The Company agrees there will be no discrimination, interference or restraint or coercion by it or any of its agents against any employee because he joins the Union or because of his membership or lawful activity in the Union.
3. There shall be no discrimination between employees covered by this agreement because of age, sex, race, creed, color or national origin.
4. It is expressly understood and agreed that the Agreement as set forth herein shall supersede any and all existing or previously executed agreements and memoranda of understanding between the parties.

### **ARTICLE III**

#### **RECOGNITION AND SCOPE AGREEMENT**

1. The Company recognizes the Union, in accordance with Section 9(a) of the National Labor Relations Act, as the exclusive representative, for the purposes of collective bargaining in respect to rates of pay, wages and other conditions of employment, of all Aircraft Mechanics, GSE Mechanics, Fuel Administrators, Linemen, Building Maintenance Mechanics, Utility Workers, and all Office and Clerical including but not limited to the classifications of Accounting Clerk, Secretary, Customer Service Representative and Senior Customer Service Representative of the company. All professional employees and watchmen, guards, salesmen, pilots and all supervisors are all excluded from the bargaining unit.

2. The Company agrees that the dismantling, assembling repairing, painting, modification of aircraft, aircraft engines and aircraft accessories including aircraft radio equipment, aircraft electrical systems, heating systems, hydraulic systems, air conditioning and pressurization systems, automotive maintenance, building and fuel storage area maintenance and machine tool work within the capabilities of the Company's facilities and its employees, and including the servicing, cleaning and polishing of airplanes and parts thereof, driving of fuel trucks and distribution of fuel, lubricants, oil and fluids, the handling, receiving, shipping storing and distribution of parts and all related materials within the Company's facility commensurate with the capabilities of the Company's facility and its employees, is recognized as coming within the jurisdiction of this agreement and including but not limited to the accounting, secretarial and customer service representative as described in Article VI, and all office and clerical classifications and related work within the Company's facilities commensurate with the capabilities of the Company's facilities and its employees, is recognized as coming within the jurisdiction of this Agreement.

### **ARTICLE IV**

#### **UNION SECURITY**

1. It shall be a condition of employment that all employees covered by this Agreement become and remain members in good standing in the Union. New employees hired on or after its effective date, or on or after the signing of this Agreement (whichever is later) shall, after the ninety (90) day probation period of employment and on the ninetieth (90<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.

2. (a) Employees who retain seniority under this agreement and who are regularly assigned or transferred to full time employment not covered by such Agreement or are on leave or are furloughed on account of force reduction, will be required to maintain membership as provided in Section 1 of this Article so long as they remain in such other employment or on leave or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the Agreement,

required to become and remain members in good standing in the Union within Thirty (30) days from date of their return to such services.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any provisions of this Article, but such employees shall, upon resumption of employment, be governed by Section 2(a) of this Article.

3. (a) The Union will notify the Company in writing of any employees who, by reason of failure to comply with the terms of this Article, is not entitled to continue employment. Upon receipt of such notice, the Company will, as promptly as possible, but within ten (10) calendar days of such receipt, notify the employee concerned in writing, by registered mail, return receipt requested, or by personal delivery evidenced by receipt, of his discharge. Copy of such notice shall be given to the Union.

(b) An employee discharged by the Company under provisions of this Article shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement and will not receive any of the rights or benefits provided for in Articles XVII and XX of this Agreement.

(c) Time limits specified in this Section may be extended in individual cases by written agreement of the Company and the Union.

(d) The Union shall notify the Company in writing of the title(s) and address(es) of its officers or representatives who are authorized to serve and receive the notices described in this Article. The Company shall notify the Union of the titles and address(es) of its officers or representatives who are authorized to receive the notices described in this Article.

4. An employee whose employment and seniority in a craft or class is terminated pursuant to the provisions of this Article shall have no time or money claim by reason thereof.

## **ARTICLE V DUES CHECK OFF**

1. During the life of this Agreement, the Company agrees to deduct from the pay of any employee hereunder who is a member of the Union the standard initiation and reinstatement fees and monthly dues uniformly levied in accordance with the Constitution and By-Laws of the Union, provided such member of the Union voluntarily executes and delivers to the Company as hereinafter prescribed, a standard "Assignment and Authorization for Check-Off of Union Dues" hereinafter referred to as "Check-Off-Form" in the following form, subject to the conditions stated therein and as may be stated elsewhere in this Agreement from the first pay of the employee after receipt of Authorization.

**ASSIGNMENT AND AUTHORIZATION FOR  
CHECK-OFF UNION INITIATION AND  
REINSTATEMENT FEES AND MONTHLY DUES**

TO: ATLANTIC AVIATION PHL, INC.

I , \_\_\_\_\_, hereby authorize and direct Atlantic Aviation PHL, Inc. to deduct from my earnings, beginning with the current month, initiation and reinstatement fees and monthly Union dues. The initiation fee to be deducted in three installments from my earnings during my probation period on account of membership in Lodge 1776, International Association of Machinists and Aerospace Workers, AFL-CIO. Such amount as deducted is hereby assigned to the International Association of Machinists and Aerospace Workers, AFL-CIO. This assignment and authorization may be revoked by me by written notice to the Company after the expiration date of one year from the date thereof (or any anniversary date thereof) or upon the expiration date of the labor agreement in effect at the time this is signed (or any subsequent expiration dates established for such labor agreement), whichever occurs first. It is understood any such revocation must be received by the Company not later than thirty (30) days prior to any anniversary date or expiration as set forth above. A copy of any such revocation will be sent to the Secretary-Treasurer of Local Lodge 1776 of the Union.

Signature of Employee \_\_\_\_\_

Classification \_\_\_\_\_ Department \_\_\_\_\_

Local Lodge No. \_\_\_\_\_

2. Any notice of revocation as set forth in the "Check-Off" form must be in writing signed by the employee and delivered by registered mail, addressed to Atlantic Aviation PHL, Inc., 8375 Enterprise Avenue, Philadelphia 19153 with a copy to the District and Local Lodge Secretary-Treasurer. "Check-Off" forms and notices so received by the Company and will constitute notice to the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.

3. Deduction of membership dues shall be made from the first paycheck of each month and in the flat sum provided there is a sufficient balance in the paycheck after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

4. The Company shall remit to the Financial Secretary of Lodge 1776, Philadelphia, one check prior to the last day of each month covering all deductions and assignments of dues made in that month.

5. The Company will forward with the check, a list of employees for whom deductions were made, giving the employee number and classification.

6. It is understood the occurrence of any one of the following conditions automatically revokes any "Assignment and Authorization for Check-Off of Union Dues" executed hereunder, as of the date of such occurrence.

(a) The employee is terminated for any reason.

(b) The employee is transferred (other than temporary assignment) to a job classification not covered by this Agreement.

7. The Union agrees to indemnify the Company against any award, judgment, loss or expense arising out of any legal claim made against the Company by any employee because of such deductions from his wages.

## **ARTICLE VI CLASSIFICATIONS**

### **1. Lead GSE Mechanic**

The work of a Lead GSE Mechanic shall be the same as that of a GSE Mechanic who, as a working member of his crew leads, directs and assigns work to GSE mechanics and will be responsible for on-the-job training within the Company's prescribed training programs. The Lead shall be responsible for insuring that the Company's rules and safety policies are adhered to by their crew and insure that adequate forms and supplies are available. The Lead is not responsible for providing discipline, but must report

deviations to work practices, policies or procedures to their immediate Supervisor in a timely fashion.

2. GSE Mechanic

The work of a GSE Mechanic shall consist of the general duties, but are not limited to: Maintain, repair and determine repair and maintenance requirements of ground support equipment, vehicles, and aviation support equipment including heavy equipment, diesel and gas powered equipment, and aircraft power units. Adhere to all safety and housekeeping standards established by the Company and regulatory agencies. Maintain a clean and orderly workplace. Ensure all work is conducted in accordance with company policy and procedures. Communicate work progress and significant issues with the Line Manager or Operations Manager. Inspect equipment to diagnose and troubleshoot problems identified by users. Prepare required records and report on all assigned GSE equipment, identify and order parts required, and provide assistance in training employees in areas of specialties. Daily quality assurance and accuracy of paperwork and auditing of repair paperwork. He/she shall police and accomplish snow and ice removal on ramp areas and in and about hangars, shops, and auto parking areas of the Company in accordance with the related Memorandum of Understanding. Any additional duties that may be specific or unique to the PHL operations as assigned by Management.

3. GSE Mechanic Helper

A GSE Mechanic Helper shall be an employee whose duties shall consist of assisting a GSE Mechanic in the performance of his duties and performing other general work assigned to the Automotive Department not requiring the qualifications, skill, responsibility and judgment of a GSE Mechanic. GSE Mechanic Helper's qualification to become a GSE Mechanic will be reviewed annually.

4. Lead Lineperson

The work of a Lead Linesperson shall be the same as that of a lineperson who, as a working member of his crew, leads, directs and assigns work to linemen. He will be responsible for receiving messages for his area of responsibility and for taking appropriate action. He will be responsible for making provisions for necessary transportation of his assigned crew and for on-the-job training within the Company's prescribed training programs. The Lead shall also be responsible for insuring that the Company's rules and safety policies are adhered to by their crew and insure that adequate forms and supplies are available. The Lead is not responsible for providing discipline, but must report deviations to work practices, policies or procedures to their immediate Supervisor in a timely fashion.

5. Lineperson

The work of a Linesperson shall consist of driving and servicing fuel trucks, and ground support vehicles, servicing aircraft and ground support vehicles with fuel, oil and all

other supplies and other materials which may be required by the aircraft or vehicle; will also be responsible for operating and filling of fuel trucks; policing, servicing, operating and performing minor maintenance to his equipment. He shall handle the parking, towing and storage of aircraft and direct the movement of aircraft and vehicular traffic on the ramp and in and about the shops and hangars of the Company's facilities; and shall properly secure all parked aircraft at all times. He shall be responsible for the removal of ice and snow from aircraft and he shall de-ice aircraft. He shall courteously assist all aircraft crews and passengers by providing services they may desire, and shall aid in inplaning and deplaning passengers, baggage and cargo. He shall load and unload passenger and cargo aircraft. He shall police and accomplish snow and ice removal on ramp areas and in and about hangars, shops and auto parking areas of the Company. The Lineperson may be required to perform duties such as Lav Service, Van Operations, and the cleaning of their work areas during the normal course of operations. The linesperson may be required to clean aircraft windshields and perform light cabin cleaning (i.e., vacuum, wipe seats, and remove trash). He shall complete necessary receipts, fuel tickets and records required in conjunction with the performance of his duties. He must hold such valid licenses as required by government and state and airport regulations to operate vehicular equipment and vehicular stationary radio equipment. He shall receive products at the Jet Fuel, Av-Gas, motor fuel, and deicing fluids tanks when required, making the necessary records of such receipt.

6. Fuel Administrator (Bulk Fuel Storage)

The work of a Fuel Administrator shall consist of reconciling the fuel inventory, retail sales accounting and other record keeping functions. The Fuel Administrator will perform other duties as required to support the day-to-day operations for which they have received proper training.

7. Lead Building Maintenance Mechanic

The work of a Lead Building Maintenance Mechanic shall be the same as that of a Building Maintenance Mechanic who as a working member of his crew leads, directs and assigns work to building maintenance mechanics and will also be responsible for on-the-job training within the Company's prescribed training programs. The Lead shall also be responsible for insuring that the Company's rules and safety policies are adhered to by their crew and insure that adequate forms and supplies are available. The Lead is not responsible for providing discipline, but must report deviations to work practices, policies or procedures to their immediate Supervisor in a timely fashion.

8. Building Maintenance Mechanic

The work of a Building Maintenance Mechanic shall consist of performing major and minor maintenance to the buildings, hangars, fuel storage area, and facilities of the Company. He/she shall police and accomplish snow and ice removal on ramp areas and in and about hangars, shops, and auto parking areas of the Company in accordance with

the related Memorandum of Understanding. Major Maintenance shall not include any work involving work which required State or local inspections or licenses.

9. Lead Utility Worker

The work of a Lead Utility Worker shall be the same as that of a Utility Worker except that as a working member of his crew he leads, directs and assigns work to other utility men and will be responsible for on-the-job training within the Company's prescribed training programs. The Lead shall also be responsible for insuring that the Company's rules and safety policies are adhered to by their crew and insure that adequate forms and supplies are available. The Lead is not responsible for providing discipline, but must report deviations to work practices, policies or procedures to their immediate Supervisor in a timely fashion.

10. Utility Worker

The work of a Utility Worker shall consist of washing, polishing, waxing and cleaning the interior and exterior of Company and/or itinerant aircraft; policing of all lounge areas and public areas; grounds keeping cleanliness and maintenance of the areas in and about the Company's facilities including hangar floors, shops and maintenance areas, employee's locker rooms and lavatories, the cleaning of the Line Office at the terminal building and at the general aviation facilities; the cleaning of aircraft windshields, lavatory service, windows and policing of interior as required by customer request; washing and cleaning of mobile equipment and running of local errands & transportation of people as required both on and off the airport. He shall transport interline baggage on a point-to-point basis, with or without accompanying passengers. He/she shall police and accomplish snow and ice removal on ramp areas and in and about hangars, shops, and auto parking areas of the Company in accordance with the related Memorandum of Understanding.

**OFFICE AND CLERICAL**

11. Secretary

The work of a secretary shall consist of, but is not limited to, the performance of normal secretarial duties including typing, filing, and answering the telephone and may maintain records or carry out procedures on a routine basis in accordance with departmental needs.

12. Lead Customer Service Representative

The work of the Lead Customer Service Representative shall be the same as that of a CSR and who gives direction or assistance to other Customer Service Representatives and who monitors the overall activities at the operations desk area. He/she will be responsible for on the job training within the Company's prescribed training programs. The Lead shall also be responsible for insuring that the Company's rules and policies are adhered to by their crew and insure that adequate forms and supplies are available. The

Lead is not responsible for providing discipline, but must report deviations to work practices, policies and procedures to their immediate Supervisor in a timely fashion.

13. Customer Service Representative

The work of a Customer Service Representative shall consist of but is not limited to registering customers at the operations desk, determining customer needs, assisting customers in obtaining requested and required services including completing, distributing and filing all required forms, making necessary reservations and arrangements, receives and records all appropriate cash, credit and other transactions, answers telephones or other communications devices in connection with normal activities of the operations area; responsible for the accurate completion of Daily Cash Report with all supporting documents and for placing cash in a safe provided for that purpose, and maintains appropriate continuing assistance to customers as necessary to assure good customer relations. CSR's will assist ramp activities, as needed by delivering catering, papers, ice and coffee to the aircraft on the ramp and passenger escort. They will be badged as required for ramp access.

15. In the event a Commercial Drivers' License (CDL) becomes a requirement by the appropriate governing agencies, the Company will pay for the costs associated with licensing the Union Member whose job classification requires a CDL.

## **ARTICLE VII HOURS OF WORK**

1. Eight (8) hours of work shall constitute a standard work shift. Twenty-four (24) consecutive hours beginning with the individual's regularly scheduled work shift shall constitute a normal workday. Five (5) consecutive workdays beginning with the first regularly scheduled workday within (7) consecutive workdays shall constitute a standard workweek.

2. Each employee shall have two (2) consecutive days scheduled as regular days off in each workweek.

3. Where only one shift is scheduled, the starting time of the shift will not be earlier than 6:00 a.m. and not later than 9:00 a.m. The shift normally consists of eight and one-fourth (8 ¼) consecutive hours inclusive of a thirty (30) minute lunch period.

4. When two shifts are scheduled, the starting time of the first will be governed by Section 3 above and the second shift shall start immediately following the first shift. The second shift shall normally consist of eight and one-fourth (8¼) consecutive hours inclusive of a thirty (30) minute lunch period.

5. When three shifts are scheduled, the starting time of the first shift will be governed by Section 3 above, and the second shift and third shift will start following the

first and second shifts respectively. The third shift shall normally consist of eight and one-fourth (8 ¼) consecutive hours inclusive of a thirty (30) minute lunch period.

6. (a) In addition to those regular shifts as outlined in paragraph 3,4, and 5 within this article, the Company may schedule three irregular starting times.

(b) These shifts will be scheduled in accordance with paragraph 10 of this article, and may be adjusted up to two (2) hours, with no less than five (5) day's notice.

(c) Irregular shifts shall consist of eight and one-fourth (8¼) hours inclusive of a thirty (30) minute lunch period.

7. Any shift may be scheduled to overlap a maximum of one-half (1/2) hour. The Company may schedule day off relief splits per classification. These shifts are defined as having more than one starting time per week. These shifts shall normally consist of a thirty (30) minute lunch period concurrent with assigned shifts.

8. Employees will be allowed a ten (10) minute rest period during the first four hours of their shift and a ten (10) minute rest period during the last four working hours of their shift. The Company retains the right to schedule such rest periods. Employees may use the final five (5) minutes of each shift as a personal clean-up in the locker room.

9. No employee will be called to work or required to report for work for a regularly scheduled work shift or less than eight (8) hours of work or pay thereof. Any employee called to work or permitted to come to work when there is no work due to an act of God or circumstances over which the Company has no control, shall receive a minimum of four (4) hours pay at the regular hourly rate.

10. (a) The regular starting and stopping time for all work shifts, including days off, will be non-rotating and bid every six (6) months in accordance with seniority in the following manner:

(b) The Company will prepare a list of shift assignments, by classification, showing of days off for each, including irregular shifts. The Company will then post these shift assignments for a period of five (5) days prior to actual bidding. The employee will indicate in order of seniority, his preference on the list by signing opposite the shift desired. That is, the senior employee will sign first, the next senior second, and so on, until all have indicated their preferences.

(c) This shift assignment listing will be posted and closed within a maximum of ( 10 ) ten calendar days prior to the semi-annual vacation selections which will be posted on April 1<sup>st</sup> and October 1<sup>st</sup> and closed April 15<sup>th</sup> and October 15<sup>th</sup> of each year. Shifts become effective the start of the first full pay period in June and December respectively.

(d) The starting and stopping time for regular or irregular work shifts will be scheduled and posted and shall not be changed for at least thirty (30) days, and then with

five (5) days' notice from the start of the new scheduled starting and stopping time for any classifications affected by such changes.

(e) If for any reason an opening should arise on any shift, the Company may ask for volunteers to fill that vacancy only. Volunteers will be assigned in accordance with seniority. If the vacancy is not filled within five (5) calendar days, the Company shall assign the junior qualified employee to fill the vacancy.

(f) No shift changes of individual shift assignments will be made except in connection with training, vacations and jury duty, and as provided for in this article. In the unlikely event of an emergency shift change, Management will make every possible effort to ensure that an employees' previously scheduled vacation or life event that was scheduled as a vacation day or falls within the employees previously assigned days off, will be honored.

11. (a) Lunch periods for all shifts will be provided for one (1) hour before and after the middle of the shift.

(b) Employees who, because of the requirements of the service, are requested to start their lunch one (1) hour either side of the lunch period will be allowed a thirty (30) minute lunch and paid for same at the applicable overtime rate. If employee has not started his lunch during this four (4) hour period, it will be considered a no lunch and he will be paid thirty (30) minutes of overtime in accordance with Article IX, Paragraph 1.

## **ARTICLE VIII WAGES**

1. Wage Schedules attached hereto and made a part hereof, set forth a list of job classifications and pay scales for the straight-time rates payable to employees in that classification.

2. Employees shall be paid during their regular working hours, every two weeks on the Friday following the end of the preceding two-week pay period. For hourly classification employees this pay period begins at 12:00 a.m. on Saturday and terminates at 11:59 p.m. the following Friday. Paychecks will include a statement of all wages and deductions made for the pay period.

3. Should the regular payday fall on a holiday or days when the shop or facility is closed down, employees will be paid on the preceding day insofar as practical.

4. Second shift shall receive forty five (.45) per hour differential. Third shift shall receive fifty five cents (.55) per hour differential. Shift differentials in all cases shall become a part of an employee's base pay for purposes of computing overtime.

5. Irregular shift employees shall receive fifty cents (.50) per hour differential for all hours worked. An employee scheduled to work more than one starting time within his workweek (split shift) will receive fifty cents (.50) per hour for all hours worked during that week. These shift differentials shall become part of an employee's base pay for the purposes of computing overtime. An irregular shift that starts or stops within the time frame of the regular 3<sup>rd</sup> shift will receive fifty five (.55) per hour.

6. (a) An employee who is upgraded or who transfers from one classification to a higher classification will receive the minimum pay rate of the scale for the higher classification or his present base rate of pay whichever is higher. Such employee will receive the next highest rate of the new pay scale after ninety (90) days and will progress up that scale in accordance with the steps of that scale based on the anniversary of this transfer.

(b) An employee who transfers to a lower classification will receive the maximum rate of that scale or his present base pay whichever is lower. If his present rate is lower he will progress up the new classification scale in accordance with the steps of that scale based upon the anniversary of his transfer.

7. Nothing in this Agreement shall be considered as preventing increases in individual rates or classifications over and above the minimums established.

8. When a new employee is hired in any classification under this Agreement, the Company may recognize his previous experience and type of work for which he is hired by awarding him a starting rate higher than the minimum for the classification.

9. Employees recalled to work from layoff shall be returned to their former classification if their job in the classification still exists, and shall be paid at the rate they were receiving prior to the layoff unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union; provided that if the job does not exist, the furloughed employee offered employment in any classification for which he would be qualified shall receive the rate of the job offered.

10. Should the absence of the Lead cause the Line Service manpower to be less than three qualified employees, the Company will utilize the Lead seniority list to fill the open lead shift. If no leads are available, the Company will use the Line Service seniority list to fill the open shift and appoint temporarily the senior qualified employee in the classification on duty to assume the function of Lead. He shall be compensated at the applicable Lead rate for all hours worked in performing the duties of Lead, with a minimum of two (2) hours pay.

11. In the absence of the Lead in any classification covered by this agreement for eight (8) hours or more, provided that there are three or more employees on duty in that classification, the Company will appoint the senior qualified employee in that classification on duty to assume the function of Lead, and he shall be compensated at the applicable Lead rate for all hours worked in performing the duties of a Lead.

## **ARTICLE IX OVERTIME**

1. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered as overtime and shall be paid for at the rate of time and one-half the straight time hourly rate. Overtime shall be adjusted to the nearest quarter (1/4) of an hour and minimum of one (1) hour shall be paid if any overtime is payable.

2. Overtime rate of double the hourly rate shall be paid to an employee for all work in excess of twelve (12) hours in any twenty-four (24) hour period, measured from the commencement of work, and after eight (8) hours on the sixth (6<sup>th</sup>) day worked and for all time worked on the seventh (7<sup>th</sup>) day worked.

3. (a) No employee shall be required to work overtime against his wishes, except in emergencies. However, it is recognized that the employees have an obligation to protect the Company's operation. When it becomes necessary for employees to work overtime, they shall not be laid off during the regular workweek to equalize such time. Overtime will be distributed equally among all qualified employees in each classification. Employee with the least overtime first, etc. In the event all permanent employees within required classification refuse overtime, the junior qualified employee in that classification will be required to work the overtime. In such cases, the employee required to work will be given at least two (2) hours' notice of overtime work, and will not be required to work more than four (4) hours overtime. In such cases, if an employee has a reasonable excuse for not being able to work the overtime, he will be excused. An accounting of all employees' hours will be posted in each department according to classification.

(b) Maintenance and Service-Local Overtime Rules agreed upon by the Company and the Union shall remain in effect during the term of this Agreement unless changed by mutual agreement.

(c) Office and Clerical-Coverage for overtime for Office and Clerical Employees will be based upon the rules and conditions agreed upon in negotiations.

4. (a) Employees who have completed their work day and clocked out, and are then requested to be recalled to work, will be guaranteed a minimum of four (4) hours work at the applicable overtime rate.

(b) Infrequently, in order to maintain the necessary manpower, employees who are recalled to work early for their regular scheduled shift may be recalled out of equalization on the overtime list. They will be guaranteed a minimum of two (2) hours work at the applicable overtime rates.

5. For continuous service before and after regular working hours, employees requested or required (in accordance with the provisions of this article) to work a minimum of two (2) hours will be allowed thirty (30) minutes to eat without loss of time. For each additional four (4) hours overtime work, employees will be allowed thirty (30) minutes to eat without loss of time.

6. An employee will be given nine (9) hours rest after completing twelve (12) or more hours of continuous work, including overtime. If the rest period extends into his next regularly scheduled shift, he shall be paid for such time, but at his regular straight time rate.

7. In the absence of a department supervisor, the shift lead(s) shall be responsible to recognize the need for overtime and recommend commencing the drafting procedure upon contacting the offsite department supervisor. The shift lead shall have the authority, after said consultation with the off-site department supervisor, to implement and complete the drafting procedure.

8. There will be no pyramiding of overtime rates provided for in this Agreement. When two or more of the above overtime rules apply to the same hours of work, the highest applicable overtime rate will be paid for such work.

9. Time spent on sick leave will not be considered as hours worked for purposes of computing overtime.

10. Time off for death-in-family, vacations, holidays, paid leaves of absence (excluding sick leave), jury duty, and official Union business shall be considered as hours worked for purposes of computing overtime.

## **ARICLE X HOLIDAYS**

1. (a) All employees covered by this Agreement shall receive holiday pay on the basis of eight (8) hours at their straight time hourly rates for the holidays listed below if they do not work the holiday, provided that should the holiday fall on an employee's day off, the employee's next regularly scheduled work day will be considered as his holiday. Provided further, that an employee, to be entitled to receive holiday pay, shall have clocked in for his assigned shift immediately preceding and also for the assigned shift immediately following the holiday, unless he can submit written proof of illness or other reasonable excuse for his absence (non-certified sick leave days may not be used for this purpose):

New Years Day  
Independence Day  
Labor Day  
(6) Floating Holidays

Thanksgiving Day  
Day before Christmas  
Christmas Day

(b) Should any of the foregoing holidays fall on a Saturday or Sunday, the day observed by the nation or by Presidential proclamation shall be considered the holiday. The day before Christmas will be recognized on December 24<sup>th</sup> unless Christmas Day falls on a calendar weekend, in which case the Day before Christmas will be recognized

on the last working day prior to the day recognized as the Christmas holiday. This calendar weekend shall be regarded as a calendar Saturday or Sunday and will pertain only to employees who actually have the calendar Saturday and Sunday as their day(s) off.

2. Employees who work on one of the foregoing holidays shall receive in addition to eight (8) hours pay at their straight time rate, time and one-half the straight time hourly rate for the first eight (8) hours they work and double time and a half for all hours worked in excess of eight (8) hours.

3. A holiday for which an employee is entitled to receive holiday pay shall be considered as eight (8) hours worked for the purpose of computing overtime even though no work or less than eight (8) hours work was performed on the holiday.

## **ARTICLE XI VACATIONS**

1. All employees shall be entitled to a paid vacation on the following basis:

(a) Vacation pay shall be computed on the basis of eight (8) hours per day at the employee's straight time base rate.

(b) An employee shall be eligible to take his earned vacation on or after his company anniversary date and before his next company anniversary date based upon the following schedule:

<i><u>Length of Service of Company Anniversary Date</u></i>	<i><u>Earned Vacation</u></i>
One year but less than 2 years	6 days
Two years but less than 6 years	11 days
Six years but less than 7 years	12 days
Seven years but less than 8 years	14 days
Eight years but less than 15 years	15 days
Fifteen years but less than 25 years	20 days
Twenty-five years and over	25 days

2. Earned and accrued vacation pay shall be paid to any employee who is laid off, resigns, is on leave of absence or enters the military service, provided the employee has completed his probationary period; and provided further, that an employee shall not be paid for accrued vacation time if he resigns without giving two weeks written notice to the Company, or if he has been discharged for just cause.

3. (a) Those employees who leave active service due to lay off, resignation, leave of absence, or military service during their vacation year, will accrue vacation from their

last company anniversary date to the date such absence starts and shall be paid for this earned vacation at the rate of one-twelfth per month based on the amount of earned vacation shown in the schedule of paragraph 1 as of their next anniversary date. Partial months shall be prorated on this basis for each regular scheduled day worked.

(b) Employees returning to active service after such absences will accrue vacation from their date of return to work to their company anniversary date and shall be paid for this earned vacation at the rate of one-twelfth per month based upon the amount of each earned vacation shown in the schedule in paragraph 1 as of this next anniversary date.

4. The Company reserves the right to recover from an employee's pay for all vacation taken but unearned in accordance with Paragraph 1 of this Article if the employee's employment with the Company is terminated.

5. Preferences as to dates for vacation leave will be granted on the basis of seniority so far as possible. However, senior employees will not be permitted to take vacation time already assigned to a junior employee. Vacation bidding will be in accordance with Article VII, Paragraph 10 (Hours of Work).

6. Employees shall be paid their vacation pay prior to taking their vacation provided they make application therefore in writing to their immediate supervisor at least three (3) weeks prior to starting their vacation.

7. Unused Earned Vacation Days may be banked up to a maximum of five (5) days. At no time can any employee have a total vacation accrual greater than their Annual Vacation Benefit plus five (5) days.

8. Vacation time shall not accrue during a leave of absence.

9. (a) Vacation selection shall be done on April 1 and October 1 of each year. A list indicating the number of classification of employees who may be on vacation at any given time during the next six month vacation period shall be posted prior to the above dates. The April 1 and October 1 postings will advise employees that they will be contacted for vacation selection between April 1 and April 10 and October 1 and October 10. Employees must be prepared to make their vacation selection when contacted. Reasonable provisions shall be made by the company to secure the selections of the employees who may be absent or on vacation during these periods. Final vacation list shall be posted no later than April 15 and October 15.

(b) The company shall provide a sheet showing the number of employees who may be on vacation during each weekly period for the purpose of selection. Vacations will be selected in seniority order in weekly or day-at-a-time increments in accordance with the local rules agreed upon during negotiations. Day-at-a-time vacation days will be selected in seniority order after the initial weekly selections have been made.

10. Regularly scheduled days off or recognized holidays at the beginning or end of a vacation period will not be considered as part of the vacation period, but if recognized holidays fall within an employee's vacation period, said vacation period will be extended by an additional regular work day with pay for the same.

11. Employees who have accrued fifteen (15) vacation days (exclusive of floating or banked holidays) must use five (5) days of vacation at one consecutive time. Employees with twenty (20) or more days must use two (2) sets of five (5) days consecutively.

## **ARTICLE XII**

### **TRAVEL PAY EMERGENCY FIELD SERVICE**

1. When employees engage in emergency field service away from their base station to restore airplanes or equipment to service, they shall be paid eight (8) hours at their straight time rate for each twenty-four (24) hour period for such work on the same basis as they are paid at their base station.

2. All time spent in traveling or waiting in connection with emergency field service as defined in Paragraph 1 above, including hours in excess of eight (8) hours in any one day, will be paid for at the straight time rate, if during the current twenty-four (24) hour period no work is required before or after the traveling or waiting time. If an employee is required to travel on regular days off he will be paid for all hours traveling or working at the overtime rate applicable for the day, provided, however, that if travel is interrupted for any reason and the employee is released by an agent of the Company for a period of five (5) consecutive hours or more, he shall not be paid for time released. In no event shall any employee receive less than eight (8) hours pay at the straight time rate for any twenty-four (24) hour period while away from his base station. However, the Company may schedule him to take his regular days off without compensation except for reasonable and necessary expenses provided for in this Article.

3. Employees who work and travel shall be paid at the overtime rate applicable for all hours in excess of eight (8) hours such combination of working, waiting and traveling time for the day in question.

4. Upon completion of such emergency field work, an employee will return to his home station in accordance with the orders received at the time he left his home station, or in accordance with the working orders he receives from the person to whom he was ordered to report in the field, and shall be compensated for the return trip in accordance with the provisions of Paragraph 2 and 3 above.

5. (a) Where transportation, meals and lodging are not provided by the Company, expenses will be allowed in accordance with the Company's subsistence rates. Upon application, an employee will be given an advance by the Company to cover his expenses while away from his home base station. Within five (5) days after returning to his home station, or at the close of each week in the event the employee is away for a period longer

than one week, the employee shall submit an expense account in accordance with Company regulations, and if the employee has returned to his home station, it shall be accompanied by the balance of any expense money advanced but not accounted for on the expense account.

(b) Employees using their personal automobile under the provisions of this Article will be reimbursed at the prevailing Company rate per mile.

6. TRAVEL PAY-GENERAL: when an employee receives a special assignment to attend training classes pertaining to his work or to fulfill other special assignments not constituting emergency field service or the filling of temporary vacancies, he shall receive compensation not to exceed eight (8) hours per day for time spent in traveling or waiting at his applicable rate.

### **ARTICLE XIII SICK PAY**

1. Employees with less than ninety (90) days service with the Company will not be granted a paid sick leave.

2. Employees will be entitled to accrue sick leave at the rate of 3.3 hours per calendar month worked during the first year of employment, 6.6 hours per calendar month during their second year of employment, and 8.0 hours per calendar month after their second year of employment and all following years up to a maximum accrual of 710 hours. Existing employees with over 710 hours will retain their balance; when and if their balance falls below 710 hours, they will only be allowed to accrue back to the 710 cap maximum. During the first year of employment, an employee can use sick leave after the first day of each illness occurrence. After the first year of employment, an employee can use a sick leave day on the first day of an illness. Employees will be eligible for the Short Term Disability Plan if an illness would be over fourteen (14) days in duration. The Short Term Disability Plan provides a benefit only after fourteen (14) days of an illness and will pay 60% of an employee's base rate. Employees would first use sick leave until it has been exhausted, then Short Term Disability would be used up to the point where an employee would be eligible for the Long Term Disability Plan (an illness occurrence of six months).

3. If an employee is sick and cannot report for work at his scheduled time, he must notify his supervisor on duty as promptly as possible; and no later than the starting time of his shift in order to be eligible for sick leave benefits.

4. The Company's medical advisor will review situations involving an employee's frequent or extended absences due to illness. The employees covered by the Agreement and the Union recognize their obligation to be truthful and honest in preventing unnecessary absences or other abuses of sick leave benefits.

5 If an employee exhausts his sick leave pay as provided under paragraph 2 of this Article, he will be granted a medical leave of absence without pay or benefits. The below schedule applies to all CBA members hired after June 15, 2012:

End of Probation – 5 Years =	Not to exceed One (1) Year
6 – 10 Years =	Not to exceed Two (2) Years
10 Years + =	Not to exceed Three (3) Years

If the employee does not return to active service prior to the completion of this medical leave, he will be terminated from the Company.

6. Employees on layoff or leave of absence will not be entitled to sick leave.
7. Sick leave shall be computed on the basis of the employee's date of employment.
8. (a) Medical Arbitration: If any dispute arises between the Company and the Union under the provisions of this Article as to work, the company's physician shall meet with the employee's physician upon written request of either party to review the history and records of the case. An earnest effort shall be made to settle the dispute and to determine date upon which the employee will return to work.

(b) If the Company's physician and the employee's physician are unable to settle the dispute within twenty (20) days after the receipt of the written request for the review of the case, the parties shall by mutual agreement select a third and neutral physician certified and registered to practice medicine in the state to act as Medical Arbitrator. In the event the Union and the Company cannot agree on a Medical Arbitrator within ten (10) days, the County or State Medical Board shall be requested to appoint the Medical Arbitrator. The Medical Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement and his decision shall be final and binding upon the parties hereto. It is mutually agreed that the compensation and expenses of the Medical Arbitrator shall be divided equally among the parties. The cost of any special examinations or tests under this provision shall be paid by the party requesting same.

(c) The time limits set forth above may be extended by mutual agreement of the parties in writing.

9. Perfect Attendance: An employee with perfect attendance in one year will receive a \$750 Perfect Attendance bonus annually through the term of the Contract. Bonuses will be paid on the payroll following the employee's anniversary date.

#### **ARTICLE XIV OCCUPATIONAL INJURY LEAVE**

1. If an employee is disabled by an occupational injury or illness which is recompensable under the Workmen's Compensation Laws of Pennsylvania, he will be

paid the equivalent of his regular base rate. This would be a combination of the amount to be paid by the state and the balance to be deducted from the individual's sick leave bank as long as there are hours available. If there are no hours available in the individual's sick leave bank he would receive only payment from the state during the time of the injury or illness.

2. During any Occupational Injury Leave, the employee will be responsible to meet all medical examinations and treatment requirement as established by the company's insurance carrier and medical provider. Failure to comply with such examinations and treatment could result in the loss of benefits and disciplinary action.

3. The Company reserves the right to require employees returning from occupational injury leave to take a physical examination given by a physician designated by the Company. The results of each examination will not be reported to the Company except in cases where the employee's health would be endangered by his continuing in his position or if the examining physician determines the employee is no longer fit to perform his duties. The employee reserves the right to return to a physician of his choosing for confirmation. In the latter cases, the Company will endeavor to provide work for the employee, but reserves the right to terminate his employment after the provisions of Paragraphs 1 and 2 are complied with.

4. An employee may retain any Workmen's Compensation benefits received by him as an award for partial or permanent injury which might exceed his total wages which would have been payable under this Article and Article XIII for the period of time lost from employment.

5. (a) Medical Arbitration: If any dispute arises between the Company and the Union under provisions of this Article as to extent of the disability of the employee and his ability to return to work, the Company's physician shall meet with the employee's physician upon written request of either party to review history and records of the case. An earnest effort shall be made to settle the dispute and to determine date upon which the employee will return to work.

(b) If the Company's physician and employee's physician are unable to settle the dispute within twenty (20) days after the receipt of the written request for the review of the case, the parties shall by mutual agreement select a third and neutral physician certified and registered to practice medicine in the State to act as Medical Arbitrator. In the event the Union and the Company cannot agree on a Medical Arbitrator within ten (10) days, the Company or State Medical Board shall be requested to appoint the Medical Arbitrator. The Medical Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement and his decision shall be final and binding upon the parties hereto. It is mutually agreed that the compensation and expenses of the Medical Arbitrator shall be divided equally among the parties. The cost of any special examinations or tests under this provision shall be paid by the party requesting same.

(c) The time limits set forth above may be extended by mutual agreement of the parties in writing.

## **ARTICLE XV JURY DUTY**

1. (a) When an employee, other than probationary employee, is called for service as a juror, he will be paid the difference between the fee he receives for such services and the amount of regular straight time earnings lost by him by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week. Employees serving as jurors will be assigned Saturday and Sunday off for the term of jury services of five (5) days or more.

(b) The junior qualified employee may be assigned the absent employee's work schedule. Employee will not be required to report to work during this period. If requested to work on the Saturday and Sunday mentioned, he will be paid the applicable overtime rate.

(c) If an employee is serving on jury duty or is subpoenaed a witness for four (4) days or less, the employee will be given his or her shift day(s) off, except an employee on the midnight shift, who will be given the day before assigned scheduled off. If scheduled duty falls on the employee's day or days off, he or she will be given the next scheduled day(s) of work off with straight time pay. He or she will not be taken off his or her respective shift.

(d) It is understood that Jury Duty shall consist of an employee being called for jury duty by a governmental agency or subpoena by a governmental agency to appear as a witness in a third party judicial proceeding.

At no time shall the Jury Duty benefit apply to an employee's personal legal matters that may require the employee to appear before a court/tribunal and/or attorney.

## **ARTICLE XVI BEREAVEMENT**

1. (a) When a death occurs in the immediate family of an employee who has cleared probation, he/she shall be entitled to paid bereavement time off per the following schedule:

Wife, Husband, Son, Daughter, Brother, Sister, Mother or Father	5 days
Grandparents, Spouses' Grandparents, Father-in-Law, Mother-in-Law, Stepmother, Stepfather	3 days
Stepchildren, Stepbrother, Stepsister	2 days
Brother-in-Law, Sister-in-Law, Aunt or Uncle	1 day

- (b) A paid leave of absence will not be granted for this purpose unless the employee first notifies his supervisor when such death occurs. This paid absence will be considered time worked when computing overtime.
  - (c) During the probation period, employees are entitled to unpaid leave and the absence will not be counted against perfect attendance. After probation, employee are entitled to the Bereavement time off with pay.
2. Where abuse of this Article is suspected, the Company may require verification of the reason for the absences.

## ARTICLE XVII SEVERANCE PAY

1. Any employee covered by this Agreement who is laid off or laid off in the event of a permanent disability, shall receive severance pay subject to the limitations set forth in this Article as follows:

<u><i>Period of Employment</i></u>	<u><i>Severance pay Due</i></u>
Less than 4 months	None
Over 4 months through 1 year	5 days
1 year and 1 day, but less than 3 years	10 days
3 years, but less than 4 years	11 days
4 years, but less than 5 years	12 days
5 years, but less than 6 years	13 days
6 years, but less than 7 years	14 days
7 years, but less than 8 years	15 days
8 years, but less than 9 years	16 days
9 years, but less than 10 years	17 days
10 years	20 days

One (1) additional day of severance pay will be due for each full year of service over ten (10) years of service to a maximum of forty (40) days.

2. Severance pay shall not be paid to an employee:
- (a) who is discharged for cause, including but not limited to dismissal for reasons involving dishonesty, frequent and unreasonable tardiness, disciplinary problems, intoxication, using or under the influence of narcotics on the job;
  - (b) who resigns;
  - (c) who refuses to work out his notice and is requested to do so;

(d) who is unable to work because of an act of God or national emergency causing layoff; or

(e) who is unable to work because of a strike, work stoppage or picketing of the Company's premises causing a layoff.

3. An employee who has been laid off and then recalled to work under the terms of Article XVIII of this Agreement and who has received severance pay under this Article and is again laid off under conditions that would entitle him to severance pay, shall be entitled to that amount of severance pay which he would have received based on his total service.

## **ARTICLE XVIII SENIORITY**

1. New employees hired by the Company after the effective date of this Agreement shall be regarded as probationary employees for the first ninety (90) days of their employment and shall have no seniority standing until the completion of the said period. During the probationary period, an employee may be discharged for any reason. This probationary period may be extended thirty (30) days by mutual agreement between the Company and Union, provided the Company's request for this extension is made prior to the employee's ninetieth (90<sup>th</sup>) day of employment. After the expiration of ninety (90) days (except in those cases of extension) the employee shall cease to be a probationary employee and thereby entered on the seniority list for his respective classification and shall rank in seniority from the date of his original hiring.

2. For the purpose of seniority, the employees will be divided into the following family of classifications and further sub-divided into classifications as listed below:

**Line Crew Family**

Lead Lineperson  
Lineperson  
Fuel Administrator

**Building Maintenance Family**

Lead Building Maintenance Mechanic  
Building Maintenance Mechanic

**GSE Family**

Lead GSE Mechanic  
GSE Mechanic  
GSE Mechanic Helper

**Utility Family**

Lead Utility Worker  
Utility Worker

**Secretarial Family**

Secretary

**Customer Service Representative Family**

Lead Customer Service Representative  
Customer Service Representative

(a) Whenever the word "seniority" is used in this Agreement it shall mean only seniority within the respective classifications mentioned above except that an employee will continue to retain and accrue seniority within his own family of classifications. For

example: should a Fuel Administrator be promoted to a Lineperson to a Lead Lineperson, he would accrue and retain seniority through his family classifications. In order to establish such seniority, the employee must be in that classification for ninety (90) days in accordance with paragraph 11 of this Article.

(b) Should an employee work in one family and then transfer to another family he would retain seniority only in that family of classifications from which he transferred and only in those classifications from which he has established seniority. For example: should an employee who has established seniority as a lineman transfer upwards, downwards, or laterally, to another classification out of that family, he would continue to retain seniority in the Line classification. However, he will never be able to exercise that seniority unless he received lay-off notice from his present classification and then he must exercise this seniority within five (5) days from receipt of notice to lay-off.

(c) No employee covered by this agreement may exercise seniority for classifications without lay-off notice except a Lead's position. A Lead may at any time resign his Lead position upon giving Company and Union ten (10) working days' notice. He will also be ineligible to bid for Lead's classification for a period of one (1) year, and he shall retain only that seniority which he had accrued in the Lead classification.

(d) In the event an employee lay off status from any classification covered by this Agreement, and he or she is currently working in another classification covered by this Agreement, he or she shall continue to retain and accrue seniority in those classifications from which he or she has been laid off and he or she shall retain recall rights to those classifications.

(e) In the event of a vacancy, a letter of recall will be presented to those employees retaining recall rights with a copy to the Chairman of the Grievance Committee.

(f) The employee must complete the letter advising the Company of their decision and return to the Company within one workday of receipt of letter.

(g) An employee who refuses recall to a classification from which he is laid off shall lose seniority and future recall rights in that classification.

3. Except when a reduction in force is the result of a labor dispute in which any of the employees of the Company are involved, employees shall be laid off from the bargaining unit by seniority.

4. Seniority will apply in the restoration of forces i.e. "recall" in all classifications. The most senior employee in a reduced or in a lay-off status will be recalled first.

5. Seniority lists shall be furnished to the Union and Financial Secretary of Local Lodge 1776 on January 1 and July 1 of each year. Such lists shall be subject to correction upon protest for a period of thirty (30) days. If no complaint is made within

thirty (30) days after delivery of the lists to the Union, the lists will be assumed to be correct and no changes will be made except under extraordinary circumstances.

6. The name, classification and date of hire of each employee hired or terminated shall be given to the Labor Relations Chairman as soon as possible before employee starts his probationary period or when he is terminated, whichever is applicable. The Chairman shall also be advised when an employee is recalled to work.

7. In preparing 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 of two or more employees who entered the classification on the same date shall be listed in alphabetical order by surnames.

8. An employee shall cease to have seniority and his employment with the company shall be considered terminated for all purposes when:

(a) He voluntarily quits the Company's employ or resigns.

(b) He is discharged for just cause.

(c) He is absent from work for three (3) consecutive days without notifying the Company of the reasons for his absence, unless a satisfactory reason is given for not so notifying the Company.

(d) He, while on layoff, fails to notify the Company of his intention to return to work within seven (7) days after the receipt of a notice of recall mailed to his last known address. The Company shall give such notice of recall by certified or registered mail, return receipt requested, to the last known address of the employee filed with the Company, and the employee will be deemed to have received said notice as of the delivery date shown on the return receipt.

(e) He, while on layoff, fails to return to work on or before a date specified in the notice of recall from the Company which date should not be prior to fifteen (15) days after the Company has mailed a notice of recall to his last known address filed by him with the Company.

(f) Subparagraphs (d) and (e) shall not apply to offers of temporary work of less than thirty (30) days.

(g) He is laid off from the active payroll for three (3) years without recall.

(h) He works at another job while on leave of absence.

(i) He transfers to another classification not covered by this Agreement.

(j) He does not return to active service prior to completion of medical leave.

9. (a) All management declared vacancies of thirty (30) days or longer, all new jobs and all premium jobs covered by this agreement shall be bulletined within five (5) work days for a period of five (5) work days and then again at the end of an additional thirty (30) days if job has not been filled for five (5) work days and then close out the bid. Such bulletin shall state whether the vacancy or vacancies or jobs are to be temporary or permanent, the number of jobs to be filled, the classification of each job and the location. All employees who are on vacation or on emergency field service or on assignment to a temporary job (for a period not exceeding forty-five (45) and thereby unable to bid, may bid upon return to duty, within three (3) working days, and displace the successful bidder if said bidder is junior to him. In filling all bulletined jobs, the senior qualified employee bidding within the family classification will be chosen. If the job is not filled within the Family, then the job will be rebid to all other employees and will be awarded to the most senior qualified employee using Company seniority as a basis. Bulletins for bidding jobs will be posted on all applicable bulletin boards.

(b) Employees laid off in classifications covered by the Agreement in which they have recall rights shall be offered employment in other classifications in which they have no recall rights if they are qualified after conditions in paragraph 9 have been fulfilled with no loss of recall to former classifications. The Company will send out notices by certified or registered mail, return receipt requested to the last known address of the employee filed with the Company, and the employee will be deemed to have received said notice as of the delivery date shown on the return receipt. These employees will have five (5) days from the date of receipt to notify the Company in writing of their acceptance. Employees thus notified who refuse the offer or fail to reply shall not be offered employment under this provision for a period of six (6) months.

10. In the event of a permanent layoff, employees to be laid off shall receive five (5) work days' notice or five work days in pay in lieu thereof, except in cases where the reduction in force is caused by:

(a) Acts of God, or

(b) Circumstances over which the Company has no control.

11. Employees who are awarded a vacancy bid or request shall be considered to be on a trial basis for a period of ninety (90) days. During this period they must successfully demonstrate their ability to perform the job and meet all qualifications. If they fail to so demonstrate by the end of the ninety (90) days, or the employee withdraws his bid within the ninety (90) days, then it shall be considered that no seniority has been established in this classification and they shall be returned to their former position and shift assignment and they shall not be allowed to bid for this position again for a period of twelve (12) months.

12. Employees transferring to a position outside of the classifications covered by this Agreement shall retain and continue to accrue seniority for ninety (90) days from the date

of entering the new position. During this ninety (90) day period, the employee shall remain in compliance with the Union Security provisions of this Agreement. Upon completion of this ninety (90) day period, the employee shall be considered to be transferred and his name will be removed from the seniority list. If the employee fails to complete the ninety (90) day period for any reason, this employee may return to the classification formerly held under this Agreement except that under these circumstances this employee may displace only the most junior employee active in that classification, thereafter, this employee may exercise seniority in accordance with this Article.

13. The Company and Union agree that Union employees recalled to work from a lay-off or returning to work from a leave of absence, will have their full benefits reinstated immediately and will not be subject to any waiting period.

## **ARTICLE XIX LEAVE OF ABSENCE**

1. When the requirements of the service will permit, any employee may, upon proper written application and approval of that application by the Company and the Union, be granted a leave of absence for a period not in excess of ninety (90) days. Employees who have been granted a leave of absence shall retain and continue to accrue seniority, but shall not receive any pay or any other benefits provided for in the Agreement during such leave of absence.

2. A leave of absence may be extended for additional periods of not more than ninety (90) days if the employee requests an extension in writing and such request is approved by the Company.

3. An employee returning from an authorized leave of absence or extension thereof will, so far as possible, be returned to the job that he held when the leave was granted. If the job no longer exists, the employee may exercise his seniority within classification if his skill and ability are substantially equal to the skill and ability of the employee he is replacing.

4. Any employee who is granted a leave of absence and who engages in competitive employment or gainful employment which is not necessitated for economic reasons in connection with the purpose and reason for which the leave of absence was approved shall be considered to have voluntarily terminated his service with the Company.

5. Any employee enlisting in, drafted or conscripted for military or naval service in defense of the United States during an actual period of war, or any employee drafted or conscripted by Act of Congress for military or naval training during the term of this Agreement, shall, on his separation from such service be entitled to re-employment in accordance with and subject to the provisions of any applicable federal law providing re-employment rights following military service.

6. Employees who are members of the Armed Forces Reserve or the National Guard and who are required to participate in annual periods of active duty will be granted a two-week leave of absence, without pay, for this purpose.

7. Employees accepting full time employment with the Union shall be granted an indefinite leave of absence without pay by the Employer while so employed. An employee on leave of absence for this purpose shall retain and continue to accumulate seniority and will be eligible to receive or continue all employee group benefits that can reasonably be continued in effect during such leaves of absence at the appropriate premium or other rates applicable during the leave. The Company shall advise the employee of the proper amounts due and the employee shall remit these amounts monthly.

8. Shop stewards will be allowed to attend regular monthly local union meetings without pay, based on no overtime being required to replace them.

9. Upon giving reasonable notice in writing, a Union member will be granted time off without pay to attend Union Business on behalf of the Local Lodge, District Lodge and Grand Lodge.

## **ARTICLE XX GRIEVANCE PROCEDURE**

1. Should differences arise between the Company and the Union as to the interpretation or application of the provisions of this Agreement, there shall be no suspension of work or slow down on account thereof, but an earnest effort shall be made to settle such differences immediately in the following manner:

(a) *Informal Discussion:* An aggrieved employee and/or his Shop Steward will discuss his grievance informally and orally with the employee's Foreman (or immediate supervisor other than the Department Head) as soon after the occurrence giving rise to the grievance as is practical and reasonable. If the grievance cannot be satisfied as a result of this informal discussion, the employee and/or his Shop Steward may present his grievance in writing in accordance with the Grievance Procedure Steps.

### **(b) GRIEVANCE PROCEDURE STEPS**

*First Step:* An aggrieved employee and/or his Shop Steward shall present his grievance in writing on a standard Grievance Form provided by the Company to his General Manager within fourteen (14) calendar days from the occurrence giving rise to the grievance. The General Manager shall render a decision in writing within seven (7) calendars days.

*Second Step:* In the event the first step grievance answer is not satisfactory, the employee and/or his Shop Steward or the District General Chairperson shall present the grievance to the Vice President of Operations within fourteen (14) calendar days after the

first step decision is rendered. Within seven (7) calendar days after the resubmission of the grievance, the Vice President of Operations will meet with the Labor Relations Committee or the District General Chairperson to discuss the grievance. The Vice President of Operations will render his decision in writing within seven (7) calendar days from the date of the meeting.

*Third Step:* If a grievance has not been settled after the above Grievance Steps procedure has been completed; either party may request the grievance be arbitrated. This request must be made in writing and received within fourteen (14) calendar days.

The time limits referred to in this article may be waived by mutual agreement between the Union and the Company.

2. (a) If a grievance has not been settled after the above Grievance Steps procedure has been completed; either party may request the grievance be arbitrated. This request must be made in writing and received within fourteen (14) calendar days after the Third Step grievance answer is rendered. If the request for arbitration is not received within the above time limit, the grievance shall be considered satisfactorily settled and waived unless the parties mutually consent to an extension of this time limit.

(b) Only grievances having to do with the interpretation of this Agreement, disciplinary suspensions, or discharges may be arbitrated.

(c) Noncompliance with the time limitations set forth in this grievance procedure shall result in the following:

(1) If the noncompliance is by the Company – granting of the grievance.

(2) If the noncompliance is by the Union – denial of grievance.

(d) The time limits set forth in any step of the grievance procedure may be extended by mutual agreement of the parties in writing.

(e) It is hereby mutually agreed by the parties that the grievance decision rendered in the First Step of the Grievance Procedure shall not be considered as precedent setting.

3. If Arbitration has been properly requested, the parties shall by mutual agreement select an Arbitrator. In the event that the Union and the Company cannot agree on an arbitrator within ten (10) days, the Federal Mediation & Conciliation Service shall be requested by both parties to submit a list of arbitrators from which the arbitrator shall be selected by mutual agreement of the Union and the Company. In the event of failure to agree on such arbitrator, the Union and the Company shall strike off the names on the list who are not acceptable and shall indicate the order of preference of those remaining. If none of the arbitrators are acceptable to both parties, a second panel shall be submitted.

The same procedure to select the arbitrator shall be followed, but if the Union and the Company still disagree, the Federal Mediation & Conciliation service shall then be requested to appoint an arbitrator from the names remaining on the list with due consideration given as to the preferences of the parties and the availability of the person to be selected. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement and his decision shall be final and binding upon the parties hereto. It is mutually agreed that the compensation and expenses shall be paid by the party ordering the same. The decision of the arbitrator shall be complied with within five (5) working days after the decision is received.

4. The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:

(a) The Union will be represented by properly designated Shop Stewards in each department or shop.

(b) The Union will be further represented by a Labor Relations Committee consisting of two (2) members from any classification. One of who will be Committee Chairman and the other alternate Committee chairman.

(c) Office and Clerical Employees shall elect a member from the Office and Clerical Group who will act as their representative in all matters pertaining to grievance procedures and negotiations of this Agreement.

(d) The Company will be represented by an authorized representative at each step who will be empowered to settle all local grievances not involving changes in the Company policies or the intent and purpose of this Agreement.

(e) The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

(f) The accredited representatives of the Union shall be permitted at any time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes after first reporting to the General Manager of the Company or his designated representative.

5. (a) Members of the Union's Labor Relations Committee shall be allowed up to one (1) hour per week per member with pay to adjust grievances. The Company may grant in its discretion additional time off with pay. Employees who are required as witnesses at arbitration hearings shall be compensated by the Company for all time lost at basic straight time rates.

(b) Any problems arising under the provisions of this paragraph may be referred to the Senior Vice President.

6. If an occasion arises which may result in the suspension or discharge of any employee, the Company will advise the employee and the Committeeman of the precise charge or charges with seven (7) calendar days after the date the Company is aware of the incident subjecting the employee to possible suspension or discharge, and copies will be furnished the accredited Union representative. The Committeeman will be allowed forty-eight (48) hours to investigate the charges after which time the Committeeman may request, and shall be granted, an opportunity to discuss the charges with the General Manager. If the Company becomes aware of a situation so egregious that suspension is immediately warranted, Management has the right to suspend immediately without pay. The Company has the obligation to immediately notify the Committee Chairman. If the Committee Chairman is not available, the General Chairperson will be immediately notified.

7. No employee may be discharged until an investigation review hearing is held with the General Manager or his designee. This hearing will normally be held within five (5) business days of the incident that resulted in the employee being possibly discharged. At this hearing the employee will be entitled to union representation and he and his union representative will be presented with copies of the precise charge or charges against him and he will be given an opportunity to defend himself against these charges.

8. Within three (3) calendar days after the discussion with the General Manager has been held, or the forty-eight (48) hours elapses, the Committeeman may file a grievance at the Second Step of the Grievance Procedure, and the grievance will be processed in accordance with that procedure.

9. If it is mutually agreed between the parties that a suspension or discharge was not justified, the employee will be reinstated in accordance with that agreement, and his records corrected.

10. Each year, the Company will review the personnel file of each employee and remove any disciplinary action notices and critical letters which are fifteen (15) months or more old excluding attendance, safety violations and harassment complaints in any form. The employee may be present and have the actual copies if he so desires. Copies of such disciplinary action notices and critical letters will be given to the employees and the Union representative at the time they are issued and placed in the employee's file.

## **ARTICLE XXI**

### **FUNCTIONS OF MANAGEMENT**

1. Subject only to such limitations as may be specifically imposed by this Agreement, the entire management of the operation of the Company and the establishment and enforcement of reasonable rules and regulations is vested exclusively in the Company.

## **ARTICLE XXII STRIKES OR LOCKOUTS**

1. The Union agrees that during the term of this Agreement, it will not authorize, encourage or participate in any strike, slow down, or work stoppage. This company agrees that during said term there shall be no lockout. Neither the Union, its agents, nor its' officers will condone or ratify or lend support to any strike, slow down or work stoppage. If any employees or group of employees represented by the Union should violate the intent of this section, the Union will take steps to effect a prompt resumption of work.

## **ARTICLE XXIII WORK CLOTHING, TOOLS AND EQUIPMENT**

1. Uniforms will be furnished at no cost to the employees whose duties normally require such protective clothing and those employees must wear the garments at all times on duty.
2. In the event that the Company uniforms are labeled "Dry Clean Only", Atlantic will reimburse up to sixty (\$60.00) per month for employees whose classification is CSR, or CSR Lead. The Company will replace or repair uniforms and/or company issued parkas at its discretion.
3. Company issued items will remain the property of the Company and must be returned to the Company upon termination of employment.
4. Suitable, fresh and clean raingear will be made available at Company expense to all linepersons and those employees when they are assigned outside duties in inclement weather.
5. Employees who lose Company issued items shall be requested to replace the same at their own expense.
6. The Company will, with a fifty dollar (\$50.00) deductible, insure against theft of tools and equipment owned by the employee that are used in his work on the job.
7. Special tools will be supplied at the expense of the Company for facility or automotive work that is outside the realm of everyday maintenance. The purchase of such tools is at the discretion of the Company. Tools to be considered "special" are to be determined by frequency of use, value and customized application for the FBO industry.

## **ARTICLE XXIV SAFETY AND HEALTH**

1. The Union agrees to cooperate with the Company in encouraging employees to observe all safety regulations prescribed by the Company and to work in a safe manner.

2. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all buildings and working areas, and to maintain at all times an emergency first aid station to take care of its employees in case of accident or illness; provided that nothing in this Agreement shall compel the Company to maintain a doctor or nurse at its said facilities. The Company agrees to furnish good drinking water and sanitary fountains will be provided. The floor of the toilets and washrooms will be kept in good repair and in clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions. Shops and washrooms will be lighted, ventilated and heated in the best manner possible, consistent with the source of heat, ventilation and light available. Individual lockers will be provided for employees. In order to eliminate as far as possible accidents and illness, a Safety Committee will be established and composed of two (2) Union representatives and one (1) or two (2) Company representatives.

3. The duty of the Safety Committee will be to see that all reasonable safety and sanitary regulations are complied with as well as to make recommendations for the maintenance of proper standards. The Committee will meet once a month and when emergencies arise. An emergency is defined as a situation that might cause irreparable harm to the Company or an employee, unless immediate action is taken.

4. This Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided for all employees furnished by the Company. Employees will not be required to use unsafe tools or equipment. However, employees will be expected to report unsafe tools or equipment to the Foreman before refusing to use such defective tools or equipment. Employees will be required to use all tools and equipment in a proper and safe manner and will be responsible for any loss or willful damage thereto. The Company will furnish protective apparel, equipment and devices approved by the Safety Committee to all employees required to work with acids or chemicals that are injurious to clothing or employees. Any employee who fails to use such apparel, equipment or devices, or uses known defective tools or equipment without reporting the same shall forfeit his right to claim sick leave pay for any absence occasioned by such neglect. Employees will be subject to disciplinary action for repeated violation of safety rules.

5. 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 compensation. Such injured employees who are able to work will be allowed to obtain medical attention without loss of time. It is the responsibility of the injured employee to report the injury to his immediate supervisor as soon as it occurs.

6. Employees entering the service of the Company will be required to take and pass a physical examination given by a physician designated by the Company as a condition of employment.

7. All employees may be required to take annual physical examinations given by a physician designated by the Company. The results of each examination will not be reported to the Company except where the employee's health would be endangered by his continuing in his position or if the examining physician determines the employee is no longer fit to perform his duties. In the latter two cases, the Company will endeavor to provide work for the employee, but reserves the right to terminate his employment upon exhaustion of his leave eligibility under either the Sick Leave or Occupational Injury Leave provisions.

8. Protective eye and ear gear will be furnished at no cost to employees whose duties normally require such protection. The Company will make available face shields, rubber aprons and gloves as required. If in the future, it is required by Law, the Company will reimburse out of pocket expenses for Hepatitis shots.

9. The Company will conduct an annual hearing test at no cost to the employee.

#### **ARTICLE XXV INSURANCE, HOSPITALIZATION & PENSION PLANS**

1. As of June 16, 2008, the employees of the bargaining unit, desirous of health coverage's, will be covered under the Company's health and welfare plan(s).

2. There is a Wellness Plan that allows for a Wellness Credit resulting in a net impact of a Contributory Rate of:

January 2016 – 17%

January 2017 – 18%

January 2018 – 19%

Employees who neglect to participate in the Wellness Program will pay the following contributory percentages starting on January 1<sup>st</sup> of the respective years will pay 22%, 23% and 24% respectively.

During the term of this agreement, the employees of the bargaining unit will pay the premium rates should they elect to participate in the Dental and/or Vision plan(s).

3. The Company will provide term life insurance at 1.5 times the employees' base hourly salary at no cost to the employee.

4. Effective April 1, 2004, the Long Term Disability benefit paid by the Company will be sixty percent (60%) of the employee's straight time wage up to a maximum of \$10,000 per month.

5. Effective January 1, 1975 employees under this Agreement will be covered by the International Association of Machinists and Aerospace Workers Labor-Management Pension Plan and their participation in the Atlantic Aviation Pension Plan shall cease as of that date.

- (a) The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

**Non Associates – AB73:**

\$ 20.40 per day effective June 16, 2015 which equates to \$ .05 per hour increase.

\$ 20.80 per day effective June 16, 2016 which equates to \$ .05 per hour increase.

\$ 20.80 per day effective June 16, 2017 which equates to \$ .00 per hour increase.

**Associates - A45A:**

\$ 14.40 per day effective June 16, 2015 which equates to \$ .05 per hour increase.

\$ 14.80 per day effective June 16, 2016 which equates to \$ .05 per hour increase.

\$ 14.80 per day effective June 16, 2017 which equates to \$ .00 per hour increase.

- (b) The Employer shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays.
- (c) Contributions for a new, temporary, probationary, part-time and full-time employees are payable from the first day of employment.
- (d) The I.A.M. Lodge and the Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- (e) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduced the Contribute Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- (f) The Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

**ARTICLE XXVI  
BULLETIN BOARDS**

1. One bulletin board may be placed inside of each locker room. The Union may post such notices thereon as are authorized by the Chairman of the Shops Stewards. The bulletin board shall not be used by the Union nor its members, for disseminating propaganda of any kind whatever, and, among other things, shall not be used by the Union or its members, for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

**ARTICLE XXVII  
COMPANY RULES**

1. The Company will publish and issue to all employees the applicable rules and regulations of the Company and send a copy of same to the Union.

**ARTICLE XXVIII  
UNION BUSINESS**

1. Except as provided in Article XX, no Union member will leave his Department during working hours to collect Union dues, attend a Union meeting or for any other purpose pertaining to Union business unless the Chairman of the Shop Stewards of the Union has first requested and received permission from a designated representative of the Company for the employee to leave.

2. The Labor Relations Committee Chairman shall be allowed up to a minimum of two (2) hours per day to investigate and discuss grievances. This time will also be used for discipline hearings and meetings with Management. This two (2) hour period will be scheduled in the last two (2) hours of his regular shift. It is understood by both parties that every effort will be made to minimize the time spent on the investigation of grievances. The alternate Committee Chairman shall replace the Committee Chairman whenever the Committee Chairman is absent for eight (8) hours or more.

3. The Labor Relations Committee Chairman shall be assigned to the day shift with Saturday and Sunday as his regular day off.

**ARTICLE XXIX  
SAVINGS CLAUSE**

1. In the event of any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

2. In the event of any invalidation, the Union may, upon thirty (30) days' notice, request negotiations for modifications or amendments of this Agreement specifically relating to that provision that has been invalidated.

### **ARTICLE XXX MISCELLANEOUS**

1. The Company shall provide each employee covered by this agreement with a copy of the agreement printed in a Union shop and bound in a convenient booklet.

2. The Company shall provide on its premises at its facilities automobile parking space at no cost to the employee.

3. The Company agrees to provide recurrent training for mechanics as appropriate and practical.

4. The Memorandum of Understanding dated June 19, 1999 is removed from the body of the Union Contract, but shall stand in full force as an independent agreement.

5. Snow removal language to be added to all job descriptions except CSR dept. MOU to be developed to define scope of work expected of Union personal in street side areas.

### **ARTICLE XXXI EFFECTIVE DATE AND DURATION**

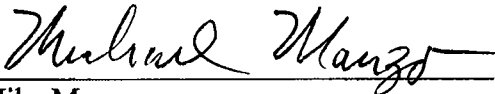
1. This Agreement, except as otherwise provided herein, shall become effective June 16, 2015, and shall remain in full force until and including June 15, 2018, and thereafter for further terms of one (1) year unless the Company or Union gives the other notice in writing not more than seventy (70) days nor less than sixty (60) days prior to June 16, 2007 or to any subsequent anniversary date of this Agreement either terminating this Agreement upon such anniversary date or proposing modifications or amendments to the Agreement. Any modifications or amendments, if proposed, shall be included in said notice. The parties agree to commence negotiations concerning such proposed modifications or amendments within fifteen (15) days after the giving of said notice. In the event of failure of the parties to reach an agreement upon such proposed modifications or amendments by an anniversary date of this Agreement, or at the reopening date of June 16, 2011, either party, at any time thereafter, may terminate this Agreement upon five (5) days written notice to the other, and the provision of Article XXII will be null and void.

2. Any notices given under this provision shall be deemed to be served when mailed, postage prepaid, registered or certified mail, return receipt requested to Atlantic Aviation PHL, Inc., 6652 Pinecrest Drive, Suite 300, Plano, TX 75024, for service upon the Company, and when similarly mailed to the International Association of Machinists and Aerospace Workers, District 142, 400 Northeast 32<sup>nd</sup> Street, Kansas City, Missouri,

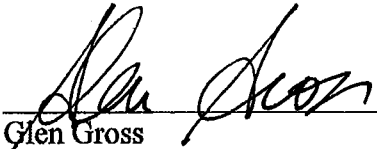
64116, or at some other addresses as may be designated in writing by the Company or the Union. The day following the post offices mailing date shown on the registered or certified letters shall be the controlling date for all purposes under this Agreement.

IN WITNESS WHEREOF, the parties have hereunder affixed their signatures this  
16 day of June, 2015.

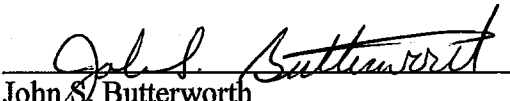
**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS**


  
Mike Manzo  
General Chairman, District 142


**ATLANTIC AVIATION PHL, INC.**

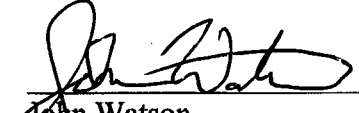
  
Glen Gross  
Vice President of Regional Operations

  
Ann Marie Flynn  
Committee Member

  
John S. Butterworth  
Regional Manager, PHL Operations

  
Chris Beurket  
Committee Member

  
Carole A. Moore  
Vice President of Human Resources

  
John Watson.  
Committee Member

**ATLANTIC AVIATION – PHILADELPHIA  
HOURLY WAGE SCALE  
2015 - 2018**

<b>Line, CSR, Fuel Admin, GSE Mechanic Helper</b>	<b>Pay Scale 6/16/2014</b>	<b>Wages on 6/15/2015</b>	<b>Wages on 6/15/2016</b>	<b>Wages on 6/15/2017</b>
Start	\$12.78	\$13.04	\$13.30	\$13.56
End Probation	\$13.42	\$13.69	\$13.96	\$14.24
Year 1	\$13.87	\$14.15	\$14.43	\$14.72
Year 2	\$14.61	\$14.90	\$15.20	\$15.50
Year 3	\$15.83	\$16.15	\$16.47	\$16.80
Year 4	\$17.11	\$17.45	\$17.80	\$18.16
Year 5	\$18.36	\$18.73	\$19.10	\$19.48
Off Scale		\$0.80	\$0.80	\$0.80

<b>Utility Worker</b>	<b>Pay Scale 6/15/2014</b>	<b>Wages on 6/15/2015</b>	<b>Wages on 6/15/2016</b>	<b>Wages on 6/15/2017</b>
Start	\$11.58	\$11.81	\$12.05	\$12.29
End Probation	\$12.18	\$12.42	\$12.67	\$12.93
Year 1	\$12.59	\$12.84	\$13.10	\$13.36
Year 2	\$13.19	\$13.45	\$13.72	\$14.00
Year 3	\$14.50	\$14.79	\$15.09	\$15.39
Year 4	\$15.69	\$16.00	\$16.32	\$16.65
Year 5	\$16.89	\$17.23	\$17.57	\$17.92
Off Scale		\$0.80	\$0.80	\$0.80

<b>GSE Mechanic</b>	<b>Pay Scale 6/15/2014</b>	<b>Wages on 6/15/2015</b>	<b>Wages on 6/15/2016</b>	<b>Wages on 6/15/2017</b>
Start	\$17.56	\$17.91	\$18.27	\$18.63
End Probation	\$17.96	\$18.32	\$18.69	\$19.06
Year 1	\$18.07	\$18.43	\$18.80	\$19.18
Year 2	\$19.28	\$19.67	\$20.06	\$20.46
Year 3	\$20.46	\$20.87	\$21.29	\$21.71
Year 4	\$20.61	\$21.02	\$21.44	\$21.87
Year 5	\$20.75	\$21.17	\$21.59	\$22.02
Off Scale		\$0.80	\$0.80	\$0.80

Lead Premium	\$1.65	\$1.65	\$1.65	\$1.70
--------------	--------	--------	--------	--------

1. Annual increases in the Hourly Wage Scale are set forth above.
2. Each current union member is to receive a one-time lump sum bonus of \$1,000 in the first full payroll period after the effective date of the Contract.