

AGREEMENT

Between

ATLANTIC AVIATION CORPORATION
(Teterboro, New Jersey)

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

AFL-CIO

Maintenance and Service
And
Office and Clerical Employees

Effective: June 16, 2022

TABLE OF CONTENTS

ARTICLE 1	SOLE AGREEMENT	1
ARTICLE II	PURPOSE OF AGREEMENT	1
ARTICLE III	RECOGNITION AND SCOPE OF AGREEMENT	2
ARTICLE IV	UNION SECURITY	3
ARTICLE V	DUES CHECK OFF	4
ARTICLE VI	CLASSIFICATIONS	6
ARTICLE VII	HOURS OF WORK	11
ARTICLE VIII	WAGES	13
ARTICLE IX	OVERTIME	15
ARTICLE X	HOLIDAYS	17
ARTICLE XI	VACATIONS	18
ARTICLE XII	TRAVEL PAY EMERGENCY FIELD SERVICE	21
ARTICLE XIII	SICK PAY	22
ARTICLE XIV	OCCUPATIONAL INJURY LEAVE	23
ARTICLE XV	JURY DUTY	25
ARTICLE XVI	BEREAVEMENT	25
ARTICLE XVII	SEVERANCE PAY	26
ARTICLE XVIII	SENIORITY	27
ARTICLE XIX	LEAVES OF ABSENCE	31
ARTICLE XX	GRIEVANCE PROCEDURE	32
ARTICLE XXI	FUNCTIONS OF MANAGEMENT	35
ARTICLE XXII	STRIKES AND LOCK OUTS	35
ARTICLE XXIII	WORK CLOTHING, TOOLS AND EQUIPMENT	35
ARTICLE XXIV	SAFETY AND HEALTH	36
ARTICLE XXV	INSURANCE, HOSPITALIZATION & PENSION	37
ARTICLE XXVI	BULLETIN BOARDS	39
ARTICLE XXVII	COMPANY RULES	40
ARTICLE XXVIII	UNION BUSINESS	40

ARTICLE XXIX	SAVINGS CLAUSE	40
ARTICLE XXX	MISCELLANEOUS	40
ARTICLE XXXI	EFFECTIVE DATE AND DURATION	42
SCHEDULE A	WAGE SCALE	44

AGREEMENT

This Agreement, effective June 16, 2022, is made and entered into by and between Atlantic Aviation Corporation, at Teterboro, New Jersey, hereinafter sometimes designated as the "Company," and District Lodge No. 142 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter sometimes designated as the "Union."

WHEREAS, Atlantic Aviation Corporation (Teterboro) and District Lodge 142 of the International Association of Machinists and Aerospace Workers, AFL-CIO, have met to discuss certain changes to the Agreement effective June 16, 2022 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 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. It is further understood that, if any of the above conditions should occur, the Company will use its best efforts to secure employment for the affected employees.

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 continued operation and services of the Company under conditions which will further the safety of air transportation and the efficiency of the operations of the Company. 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.
2. There shall be no discrimination between employees covered by this Agreement because of age, sex, race, creed, color or national origin, veteran's status, disability, or other status protected by applicable law.
3. 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.

4. Whenever the masculine gender is used in this agreement, it shall be deemed to include the female gender.

ARTICLE III RECOGNITION AND SCOPE OF 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 Inspectors, Aircraft Mechanics - Fixed - Wing, Aircraft Mechanics - Helicopters, Sheetmetal Mechanics, Aircraft Avionics/Electrical Mechanics, GSE Mechanics, Fuelers, Linepersons, Line Service Technicians, Utility workers, and Stockpersons, Account Analyst, Accounting Clerk, Accounting Clerk A, Administrative Secretary, Receptionist/Typist, Clerk-Typist, Lead Customer Service Representative, Customer Service Representative and Janitor of the Company. All professional employees and Watchmen, Guards, Salespersons, Pilots, Departmental Secretary and all Supervisors are 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 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 material within the Company's facility commensurate with the capabilities of the Company's facilities and its employees, and including the accounting, secretarial, material, typing, receptionist and operations as described in Article VI, and all related clerical work within the Company's facility commensurate with the capabilities of the Company's facilities and its employees, and including the accounting, secretarial, material, typing, receptionist and operations as described in Article VI, and all related clerical work within the Company's facility commensurate with the capabilities of the Company's facilities and its employees, is recognized as coming within the jurisdiction of this Agreement.

3. The Union and the Company agree that in the event Atlantic aviation aircraft mechanics covered by this agreement are performing work on aircraft and additional aircraft mechanic work is needed on other aircraft the Company shall have the right to subcontract such work.

4. In the event the Company should obtain contracts or other business which may require special job classifications, the Union will meet with the Company for the purpose of determining the necessary special job classifications required to accomplish work.

**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 a ninety (90) day probation period of employment and on the ninetieth (90th) day following the beginning of such employment, become and remain members in good standing in the Union. The probation period may be extended by mutual agreement by the Company and 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 I of this Article as 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 this Agreement, they shall, as a condition of their continued employment subject to such Agreement, be required to become and remain members in good standing in the Union within thirty (30) days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any of the 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 employee 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 the 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 title(s) 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 OF UNION INITIATION AND
REINSTATEMENT FEES AND MONTHLY DUES**

TO: ATLANTIC AVIATION CORPORATION

I, _____, hereby authorize and direct Atlantic Aviation Corporation to deduct from my earnings, beginning with the current month, initiation and reinstatement fees and monthly Union dues. The initiation fee is to be deducted in three installments from my earnings during my probation period on account of membership in Lodge 1445, 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 hereof (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 1445 of the Union.

Signature of Employee _____
and Employee Number _____

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 addresses to Atlantic Aviation Corporation, Teterboro Airport, Teterboro, New Jersey, with a copy to the District and/or Local Lodge Secretary-Treasurer. "Check-Off" Forms and notices so received by 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 each month and in a 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 Secretary-Treasurer of Lodge 1445, 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 the 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

Aircraft Maintenance Department

1. The company agrees that in the event the Aircraft Maintenance Department is reinstated, the Company recognizes the IAMAW, District 142 as the sole bargaining agent for the employees in this department and will bargain in good faith with the Union over wages, benefits and other items related to this department. In the event, the Company desires to re-enter the Aircraft Maintenance business, good faith negotiations with the Union will be held to determine the wage scale for said employees prior to commencement.

Line Service Department

Lead GSE Mechanic

A Lead GSE Mechanic shall be a GSE who, as a working member of a group of GSE Mechanics, shall be responsible for leading and directing all employees of his group in the performance of their work and will be responsible for on-the-job training within the Company's prescribed training program. The Lead is not responsible for providing discipline, but must report deviations to work practice, policy or procedures to their immediate Supervisor in a timely fashion. All Lead vacancies will be bid and filled by the most qualified employee bidding for such position. If any employee bidding for such position is deemed unqualified by the Company, he shall have the right to grieve this action under the provisions of the Grievance Procedure. The work of a Lead GSE Mechanic will include the operation of forklifts.

GSE Mechanic

The work of a GSE Mechanic shall consist of all work generally recognized as that of a GSE Mechanic including the inspection, maintenance, service, repair, overhaul and operation of GSE equipment and forklifts. He shall monitor and perform routine inspection of boilers at the facility in accordance with the Company's prescribed boiler operations procedures. He shall complete all necessary records required in conjunction with his job. He shall possess proper licenses. He must possess a "black seal" Boiler Operator's License. He shall not perform any work which is outside the mechanic's or Company's capabilities by virtue of equipment or experience. He shall be paid a license premium of \$1500.00 per year for the "black seal" license. The Company will pay for the annual cost of license renewal and any training required in the renewal process for the Black Seal license.

Automotive Mechanic Helper:

An automotive Mechanic Helper shall be an employee whose duties shall consist of assisting an Automotive Mechanic in the performance of his duties and performing other general work assigned to the Automotive Department not requiring the qualifications, skill, responsibilities and judgment of an Automotive Mechanic.

Building Maintenance Technician:

The work of a Building Maintenance Technician shall consist of cleaning and minor maintenance to the building, hangars and fuel storage facility. He shall perform preventative maintenance inspections and corrective actions as required. He shall complete all necessary records in conjunction with his job. He shall operate equipment such as floor scrubber machine, forklift and other equipment to support his duties.

Lead Line Service Technician:

The work of a Lead Line Service Technical Lineperson/Fueler shall be to lead, direct and assign work to other Linemen/Fuelers and assist as required including the adhoc fueling of aircraft, and will be responsible for on-the-job training within the companies' prescribed training programs. He shall courteously assist all aircraft and passengers by providing services they may desire and shall aid in baggage, cargo, passenger check-in,

boarding and deplaning passengers, and clean windshields on Aircraft. He shall be responsible to monitor and assign Line Service Technicians to check inventory and cleanliness of HazMat storage areas, in accordance with the Company's HazMat Plan. He shall also be responsible for ensuring that the Company's rules and safety policies are adhered to by his crew and ensure that adequate forms and supplies are available. The Lead is not responsible for providing discipline, but must report deviations to work practice, policy or procedure to their immediate Supervisor in a timely fashion. All Lead vacancies will be bid and filled by the most senior qualified employee bidding for such position. Any employee bidding to a lead position will be on a ninety (90) day probation period. If deemed unqualified by the Company, the employee will return to his/her former position. If any employee bidding for such position is deemed unqualified by the Company, he shall have the right to grieve this action under the provisions of the Grievance Procedure. During the absence of a Lead Utility Worker, the Lead Line Service Technician shall lead, direct and assign work to other Utility Workers.

Line Service Technician

The work of a Line Service Technician (Lineperson/Fueler) shall consist of driving and servicing fuel trucks and ground support vehicles; servicing aircraft and ground support vehicles with fuel, oil and other supplies and materials which may be required by the aircraft or vehicle; will also be responsible for operating and filling of fuel trucks; the operation of forklifts; and 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 and passengers by providing services they may desire and shall aid in baggage, cargo, passenger check- in, boarding and deplaning passengers and clean windshields on Aircraft. He shall make Hotel Runs and/or miscellaneous crew and passenger transportation. He shall accomplish ice and snow removal on ramp areas and in and about hangars, shops, and auto parking areas of the Company. He shall remove trash on the customer aircraft. He shall maintain the cleanliness of the alert room. He shall police ramp. He shall monitor and maintain the inventory and cleanliness of the HazMat storage areas in accordance with Company's HazMat Plan. He shall receive all products at the appropriate storage facilities, when required, making the necessary records of such receipts. He shall complete necessary receipts, fuel tickets and records required in conjunction with the performance of his duties accurately and completely. He must hold such valid licenses as required by government and state and airport regulations to operate vehicular equipment and stationary radio equipment and may be assigned other duties as required by management. Employees who for medical reasons are unable to perform all the duties assigned to this classification will be eligible to bump back into other classifications where they have held seniority per the provisions of Article XVIII-Seniority.

Lineperson

The work of a Lineperson shall consist of servicing aircraft with all supplies and materials, including in-ground station fueling, which may be required by the aircraft.

He shall handle the parking 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 operate forklifts. He shall clean windshields and de-ice aircraft. He shall courteously assist all aircraft crews and passengers by providing services they may desire and shall aid in baggage, cargo, passenger check-in, boarding and deplaning passengers. He shall transport personnel to and from the airport as directed and perform such errands as may be necessary from time to time. He shall make Hotel Runs and/or miscellaneous crew and passenger transportation. He shall police and accomplish snow and ice removal on ramp areas and in and about hangars and shops of the Company. He shall operate vehicular and ground radio equipment and shall possess the proper licenses, therefore. Employees who for medical reasons are unable to perform all the duties assigned to this classification will be eligible to bump back into other classifications where they have held seniority per the provisions of Article XVIII-Seniority.

Lead Utility Worker

The work of a Lead Utility worker shall be to lead, direct and assign work to other Utility workers and assist as required and will be responsible for on the job training within the Company's prescribed training programs. The Lead is not responsible for providing discipline, but must report deviations to work practice, policy or procedures to their immediate Supervisor in a timely fashion. He shall also be responsible for ensuring that the Company's rules and safety polices are adhered to by his crew and ensure that adequate forms and supplies are available. All Lead vacancies will be bid and filled by the most senior qualified bidding for such position. If any employee bidding for such position is deemed unqualified by the Company, he shall have the right to grieve this action under the provisions of the Grievance Procedure.

Utility Worker

The work of a Utility worker shall consist of washing, polishing, waxing and cleaning the interior and exterior, including washing aircraft dishes, of Company based tenants and transient aircraft; cleanliness and maintenance of offices (other than tenants), hangar area in and about the Company's facilities including removal of trash containers to and from assigned areas; washing and cleaning of mobile equipment and running of local errands as assigned. He will operate forklifts. He shall make Hotel Runs and/or miscellaneous crew and passenger transportation. He will also perform other tasks relative to his classification.

Janitor

The work of a janitor shall consist of maintaining the cleanliness of the offices of the Company's facilities including hallways, bathrooms, commissary rooms, operations area, passenger and pilot lounges, hangar floors, and may be required to assist with washing aircraft and aircraft dishes. Janitors will also be responsible for maintaining the cleanliness of the parking lots and areas immediately surrounding the exterior of the hangars and A&D building including the removal of the trash, recycle from bins and ashtrays and the policing of litter from those areas. He shall also receive training in the use of materials and equipment necessary for the performance of his duties. He may also be called upon to use Company vehicles to run local errands, provided he possesses a valid license to operate such vehicles., and I make Hotel Runs and/or miscellaneous crew and passenger transportation. He will also perform other tasks relative to his classification.

Fuel Farm Attendant

The work of the Fuel Farm Attendant shall be the same as a Line Service Technician

Classification. In order to be a Fuel Farm Attendant, the employee must have a CDL License with the Haz-Mat and Tanker endorsements. Employees without the requisite requirements wishing to be qualified for a Fuel Farm Attendant Premium position must be nominated by a Lead Line Service Technician. Atlantic Aviation will pay for one (1) truck driving class and road test. The school must be designated by Atlantic Aviation. Upon completion of the school and CDL License with all endorsements have been issued to the candidate, that person will receive the Fuel Farm Attendant Premium. The Fuel Farm Attendant will be responsible for the entire operation and upkeep of the Fuel Farm. Tasking will encompass doing daily, weekly and monthly inspections as outlined on the respective sign-off sheets. These documents must be retained on site and filed in their appropriate binders or logs. This position will also be responsible for the inventory and control of supplies. Sump all fuel tanks and filters, order fuel tank loads/communicate with Meridian, maintain fuel hose trays, check condition of hoses, nozzles and couplings, check bonding cable for frays and/or broken clamps, test tank alarms, check and clean drip pans, perform Millipore monthly checks, assist with fuel filter vessel maintenance, check pipes and valves for leaks, check fuel recovery units/drain off water, check oil/water separator panel for alarms, inspect all posted warning signs on fences/gates, maintain security of the facility, complete all daily, weekly and monthly sign-offs, perform weekly inspection of fire suppression system, assist transport drivers with deliveries, assist Port Authority and Airport Operators on visits and/or inspections, submit supply inventories, perform minor grounds keeping and snow removal.

Office and Clerical

Administrative Secretary

The work of the Administrative Secretary shall consist of, but not be limited to typing, filing, and other routine and assigned general clerical duties which may include completion and processing of such forms as Payroll forms, Seniority Rosters, Material Orders, Insurance Claims, Accident Forms, Work Orders and Employee Medical Records. The employee who performs in this capacity will be changed to the classification of Administrative Secretary with the ability to continue to perform current CSR duties on an "as needed" basis.

Lead Customer Service Representative

The work of a Lead Customer Service Representative shall be the same as that of a Customer Service Representative and who gives direction or assistance to other Customer Service Representatives and who monitors the overall activities at the operations desk. He/She shall courteously assist all aircraft crews and passengers by providing services they may desire and shall aid passenger check-in as needed. He/She shall be available to assist with training at the request of the CSR Supervisor. He/She shall also be responsible for ensuring that the Company's rules and safety policies are adhered to by his/her crew and ensure that adequate forms and supplies are available. The Lead Customer Service Representative shall receive, in addition to his/her base rate, a premium equal in amount to Lead Premium Pay.

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, receiving and recording all appropriate cash, credit and other transactions, operating the switchboard, PBX, Unicom or other communications devices in connection with normal activities of the operations area and maintaining appropriate continuous assistance to customers as necessary to ensure good customer relations. Such arrangements would include rental cars,

limousine service, hotels, dining reservations and other customer requests; accept deliveries upon request of the CSR Supervisor. The CSR shall be available to assist with Training at the request of the Customer Service Lead or the Customer Service Manager. He/She shall courteously assist all aircraft crews and passengers by providing services they may desire and shall aid passenger check-in as needed. He/She shall make Hotel Runs and/or miscellaneous crew and passenger transportation. CSR's will be responsible for maintaining supplies at the CSR counter as well as the crew kiosks and weather station computers.

Associates - (Employees on Probation as of June 16, 1999 or Hired after June 16, 1999)

Employees hired in the Associate Classification are defined as those individuals performing duties under close supervision and direction. They will receive formal training on their respective duties and will be closely monitored as to their progress in gaining the skills to perform all of the duties in such a classification. Associate Classifications include the following positions:

Associate Aircraft Mechanic Associate
GSE Mechanic
Associate Building Maintenance Technician
Associate Line Service Technician Associate
Utility Worker
Associate Customer Service Representative

**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 seven (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. Regular Shifts

First Shift

First shift will run from 6:00 a.m. to 2:00 p.m.

Second Shift

Second Shift will run from 2:00 p.m. to 10:00 p.m.

Third Shift

Third shift will run from 10:00 p.m. to 6:00 a.m.

GSE Mechanic

8:00 a.m. to 4:00 p.m.

Lunches are inclusive in the shifts and employee lunch break must be taken on site.

4. Irregular Shifts

The Company may schedule up to three (3) irregular shifts, the starting times of which will be from 9:00 a.m. and not later than 2:30 p.m. A third irregular shift may be scheduled from

4:00 a.m. to 12:30 p.m. These shifts shall normally consist of eight (8) consecutive hours inclusive of a thirty (30) minute lunch period. The Company may schedule employees in the Line Service Technician (Lineperson/Fueler) classification to a shift with a start time of 5:00 a.m. through 1:00 p.m. Such employee would be eligible for the third shift premium and for overtime purposes considered as a day shift employee. In the event a Line Service Technician is not available, a Lineperson may be utilized. In the event the company has a business requirement resulting in additional shift requirements outside the scope of this agreement, they will meet with the Union to discuss such requirement. Any shift may be scheduled to overlap a maximum of one-half (1/2) hour. The Company may schedule up to two (2) split shifts for Customer Service Representatives, 10:00 a.m. to 6:00 p.m. and 6:00 p.m. to 2:00 a.m.

5. Employees will be allowed a ten (10) minute rest period during the first four working 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 period in the locker room.

6. No employee will be called to work or required to report to work for a regularly scheduled work shift of less than eight (8) hours' 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.

9. (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 all shift assignments, by classification, showing 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 assignment desired. That is, the senior employee will sign first, the next senior second, and so on, until all have indicated their preferences. 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 shift to any employee affected by such change.

(c) No shift changes will be made except in connection with training, vacations and jury duty for individual shift assignments.

10. Employees who are unable to take a lunch period because of the needs of service, will be paid thirty (30) minutes of overtime in accordance with Article IX, Paragraph 1.

Swaps

11. The employees at Teterboro will be allowed to switch individual assigned workdays and days off within their classification by following the local procedures and rules agreed upon by the Company and Union for the location. It is further agreed that such switching or swapping of assigned workdays and days off shall be limited to a maximum of twelve (12) per year. The above shall not apply to probationary employees. Swaps will not be carried over year to year.

**ARTICLE VIII
WAGES**

1. (a) Effective June 16, 2022, Employees hired after June 15, 2022 will receive rate increases as illustrated on the Wage Scale Schedule and will progress accordingly through the scale.

(b) Effective June 16, 2022, all employees who have progressed past the longevity term in Wage Scale Schedule (Off-scale) will receive the following added to the current rates of pay (ROP) .

June 16, 2022 - ROP+\$1.00

June 16, 2023 - ROP+\$1.00

June 16, 2024 - ROP+\$1.00

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

(b) Any correction of a paycheck error which requires additional payment to the employee will be made in the form of a regular paycheck with the appropriate deductions or in a special check which provides all of the gross difference. It is understood by both parties that if the latter special check is used, all necessary deductions will be deducted from the employee's next regular pay.

(c) In the event that repayments may be necessary due to overpayments, the employee will be advised in writing prior to any deductions or repayments being taken with a copy to the Union Committee Chairman.

(d) A schedule of repayments will be worked out in advance and the deduction or repayment will not be taken until the paycheck of the next full pay period after notification. No repayment or deduction will be for more than seventy-five (\$75.00) dollars per paycheck unless agreed upon by the employee and the Company.

(e) The Company will review timecards and other records prior to their input to the Payroll Department in order to minimize overpayments which could result from input errors.

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 practicable.

Shift Differentials

4. Second shift shall receive \$.75 per hour differential

Third shift shall receive \$1.50 per hour differential.

Fuel Farm Attendant will receive an hourly differential of \$2.50.

Shift differentials in all cases shall become a part of an employee's base pay for purpose of computing overtime.

5 (a) Employees on irregular shifts, as defined in Article VII, whose shifts start before noon shall receive seventy-five cents (.75) per hour differential for all hours worked.

(b) Employees on irregular shifts, as defined in Article VII, whose shifts start after 12 noon shall receive seventy-five cents (.75) per hour differential for all hours worked. These shift differentials shall become a part of an employee's base pay for the purposes of computing overtime.

Lead Premium Pay

6 (a) Effective June 16, 2022, the permanent and acting lead persons pay shall be as follows:

June 16, 2022 - \$3.50

June 16, 2023 - \$3.50

June 16, 2024- \$3.50

(b) An employee who is upgraded or who transfers from one classification to a higher classification will receive a minimum pay rate of the scale for the higher classification or his present base rate of pay, which 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.

(c) 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. The Company agrees that no employee, as a result of making this Agreement effective, will suffer any reduction in classification, wages and/or any other benefit granted by Company policy as described in the present "Employee Handbook", and nothing in this Agreement shall be considered as preventing the Company from making increases in individual rates or classifications over and above the minimum established.

8. When a new employee is hired at a higher starting rate in any classification under this Agreement, he will begin his annual rate progression at the point in scale in which he is originally placed and will progress accordingly.

9. Employees recalled to work from a 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. In the absence of the Lead in any classification covered by this Agreement for eight (8) hours or more, provided that there are two 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. (a) 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 nearest quarter (1/4) of an hour and a minimum of one (1) hour shall be paid if any overtime is payable.

(b) No overtime payment or premium payment will be paid to an employee as a result of working another employee's day/shift under shift swap provisions afforded by Company Policy.

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 (6th) consecutive day worked, and for all time worked on the seventh (7th) consecutive day worked.

3. To be entitled to receive double the hourly rate for overtime, an employee shall have clocked in for his assigned shift immediately preceding and also for the assigned shift immediately following the overtime, unless he can submit written proof of illness or other reasonable excuse for his absence.

(a) An employee shall not 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 as follows:

(1). Employees normally scheduled to work the shift the overtime is needed, who are on their regular day off (RDO), will be called and offered the overtime. If two or more employees are on their scheduled RDO on the shift requiring overtime, the employee with the least amount of overtime will be offered the hours first, and so on.

(2). If overtime has not been filled by step 1, above, employees normally scheduled to work other shifts who are on their RDO will be called and offered the overtime in the same manner.

(3). If the overtime has not been filled by steps 1 and 2, above, all permanent employees within the required classification will be offered the overtime in order of the least amount of overtime and so on until the overtime is filled.

(4). In the event all permanent employees within the required classification refuses the overtime, the junior qualified employee in that classification will be required to work that overtime. The Junior qualified employee can only be assigned overtime against his wishes one shift per month until all qualified employees have been assigned overtime against their wishes, in reverse seniority, in the month.

(5). In the event the Company has last minute operational needs that don't allow for

time to utilize the above steps, the Company will ask the employees currently clocked in, with the least amount of overtime, to work the last-minute need.

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. An accounting of all employees' hours will be posted in each department according to classification. 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 contracting the offsite department supervisor. The shift lead shall have the authority after consultation with the offsite department supervisor to implement and complete the drafting procedures.

(b) If an employee signs up for Overtime, that Overtime shift becomes part of the Employee's regular work schedule and is subject to all the Company's work rules.

(c) In the event the Overtime request occurs during the employee's scheduled shift and subsequent to that request, the need for overtime ceases, unless the employee voluntarily wishes to leave, the Company shall allow the employee to work the requested number of hours.

4. (a) Employees who have completed their workday 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 regularly scheduled shift may be recalled out of equalization on the overtime list. They shall be guaranteed a minimum of two (2) hours' pay 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 four (4) or more hours of overtime will be allowed thirty (30) minutes to eat without loss of time or pay in lieu thereof.

6. An employee will be given at least eight (8) hours rest after the completion of his previous work period, including overtime. If this rest period extends into his next regularly scheduled shift, he shall be paid for such time lost at his regular straight time rate.

7. All overtime must be authorized by a department supervisor.

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.

**ARTICLE X
HOLIDAYS**

1. (a) All employees who are on a non-probationary status 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 on the holiday. Provided, should the holiday fall on an employee's day off, the employee's next regularly scheduled workday will be considered as his holiday. To be entitled to receive holiday pay, an employee 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-certificated sick leave days may not be used for this purpose):

New Year's Day
Memorial Day
Independence Day
Labor Day
4 Floating Holidays

Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day

(b) During the first calendar year of employment, eligibility for the floating holidays will be prorated based on the employee's start date.

(c) All floating holidays will be scheduled in the same manner as vacation days and must be approved in advance of the day being taken off.

(d) An employee who does not use their floating holidays during the calendar year has the option to sell the unused days back to the Company at the current hourly rate or have this equivalent amount of pay transferred to their 401 (k) account. The election for this payment would be made in December of each year. Floating holidays cannot carryover from one calendar to the next calendar year.

(e) 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 24th 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 and 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 holiday 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.

4. An employee may opt to work a holiday at straight time and receive an additional vacation day to be added in conjunction with a scheduled vacation. This option may be utilized for any or all holidays listed in the agreement.

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:

Length of Service as of <u>Company Anniversary Date</u>	<u>Earned Vacation</u>
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One year but less than 2 years	5 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 10 years	15 days
Ten years but less than 15 years	18 days
Fifteen years but less than 20 years	20 days
Twenty years and over	25 days

2. Earned and accrued vacation pay shall be paid to an 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 regularly 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 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. Vacation bidding will be provided for from February 1st to March 1st of each year. Preference as to dates for Vacation leave will be granted on the basis of seniority during this vacation bid. The employee will indicate in order of seniority on the vacation bidding, his/her preference of vacation date elected on the first bid, this bidding process will continue until the junior person makes his/her election. Once the last person (Junior) in seniority makes his/her election, the vacation bidding will resume again (rotating) in order of seniority. This bidding will go on until the closing date of March 1st of each year. All vacations selected during this bidding process will be awarded based on seniority and posted at the end of the vacation bid. If the employee voluntarily moves to another shift, the vacation will be awarded to him/her if the week is available.

Anyone submitting a vacation request after the bidding process is closed will be granted on a rotating basis. Vacation requests can be submitted at any time after the closing of the vacation bidding. Vacation time will be approved **20** days in advance of the vacation with a minimum approval of 10 days in advance of the vacation request.

It shall be the responsibility of the Committee member(s) to contact members senior to the employee requesting vacation, if said vacation is disapproved

Floating holidays will need to be submitted five (5) days in advance of the requested day off.

Individual Vacation Days or Floating Holidays are not be used on Holidays.

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 two (2) weeks prior to starting their vacation.

7. Vacation time shall not be cumulative, and all accrued vacation time shall be forfeited if not taken within the vacation year, unless the Company has, in writing, requested an employee to postpone his vacation. An employee, who is absent due to any injury or illness and who returns to work within thirty (30) days or less of the end of his annual vacation period and sufficient time is unavailable to take his earned vacation, will reschedule the unused portion in his following vacation year or will be paid upon request of the employee at the discretion of the Company.

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

9. Employees may take vacation in one (1) day increments (Day at a time, or DAT), up to a total of ten (10) days.

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. (a) Effective with the signing of the Agreement, IAM covered employees with three (3) or more weeks of vacation may elect to receive pay in lieu of taking such vacation, provided that his/her accrued limits are not less than two (2) weeks after making such selection. The employee may elect such option during his/her respective vacation selection period, as outlined in Article XI, paragraph 11 (b). Payment will take place in the first pay period of June, during the year the vacation would have been taken.

(b) Effective with the signing of the Agreement, IAM covered employees with three (3) or more weeks of vacation will be allowed to bank up to two (2) weeks off accrued vacation per year. Vacation Buy out payments will take place in the current pay period and will be contributed to the employee's 401(k) account or to another retirement account designated by the IAM, as permitted by applicable law.

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 required to work, and travel shall be paid at the overtime rate applicable for all hours in excess of eight (8) hours of 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 base station. Within five (5) days after returning to this 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.

TRAVEL PAY-GENERAL

6. When an employee is scheduled to attend training classes pertaining to his work or to fulfill other special assignments not constituting emergency field service or the filling of temporary vacations, 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 any paid sick leave.
2. Employees will be entitled to accrue sick leave at the rate of one (1) day per calendar month, in which they are paid a minimum of eighty-five (85) hours. Employees at 719 hours of accrued sick time on June 16, 2010 and below will cap at 720 hours. Employees at 720 hours and above on June 16, 2010 will cap at 960 hours. As employees use their sick time and fall below their cap, they will only be allowed to accrue additional sick time up to the limit in their specific category. During the first year of employment, the 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.
3. (a) The Company provides a Temporary Disability Insurance plan as required by the State of New Jersey. An employee on sick leave can file for temporary disability benefits through this plan and benefits are paid in accordance with the Temporary Disability Benefits law of the State of New Jersey. If the employee's illness extends beyond 180 days (six months) they will be eligible for Long Term Disability (LTD) benefits under the Company's Plan.

(b) The Company will continue to pay benefit premium(s) while Employee is out for leave until the Employee is approved for Long Term Disability benefits, at which time the Employee will no longer be eligible to participate in the Company's voluntary benefit plans, such as medical, dental, vision, etc.

(c) Upon return from leave, the Employee will reimburse the Company for unpaid premiums based on an agreed payment schedule between Employee and Company not to exceed 90 days Non-payment of premiums could result in loss of coverage. Employee also has the option to make premium payments during their leave either through payroll deduction or personal payment.
4. 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 three (3) hours prior to the starting time of his shift in order to be eligible for sick leave benefits. If a call is made less than three (3) hours prior to starting time, anyone available will be asked to cover the Overtime.
5. The Company's medical advisor will review situations involving an employee's frequent or extended absences due to illness. The employees covered by this Agreement and the Union recognize their obligation to be truthful and honest in preventing unnecessary absences or other abuses of sick leave benefits.
6. Employees must use up to 30 days of sick time at the start of a non-work related injury or illness exceeding 3 days. Employees will be granted a medical leave of absence without pay for a period not exceeding three (3) years from the first date of absence due to illness or injury. If the employee does not return to active service upon completion of this medical leave, he will be terminated from the Company.
7. An employee(s) on a layoff or leave of absence will not be entitled to accrue

additional sick leave.

8. Sick leave will be eligible to carry over from one year to another.
9. Sick leave shall be computed on the basis of the employee's date of employment.
10. (a) Medical Arbitration - If any dispute arises between the Company and the Union under the provisions of the Article as to the 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 the history and records of the case. An earnest effort shall be made to settle the dispute and to determine the 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.

11. Perfect Attendance - Any employee with perfect attendance in a year will receive a \$1200 perfect attendance bonus annually through the term of the Contract. Eligibility for such bonus will include four (4) tardy per year, employee anniversary to anniversary. The perfect attendance bonus 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 re-compensable under the Workmen's Compensation Laws of New Jersey, 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 for use (at the employee's option). If there were 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. An employee that is disabled due to an occupational injury or illness will be placed on a leave of absence not to exceed three (3) years from the first date of absence. If the employee does not return to active service upon completion of this medical leave, he will be terminated from the Company.

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 the provisions of this Article as to the 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 the history and records of the case. An earnest effort shall be made to settle the dispute and to determine a 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.

6. If there is a gap of ten (10) days or more in the payments to the employee, the Company will advance to the employee at their request the amount of the scheduled payment. The employee shall reimburse the Company such advance upon receipt of payment from the insurance carrier or the State.

7. Employees who are out sick or injured with restrictions, may be assigned to work a limited duty assignment in their classification. This assignment will be for a maximum of ninety (90) days which can be extended by thirty (30) day periods, by mutual agreement between the Company and the Union. Those employees who are assigned to a light or limited duty assignment will not be permitted to work overtime or work on holidays.

8. The Company will continue to pay benefit premium(s) while Employee is out on Worker's Compensation leave. Upon return from leave, the Employee will reimburse the Company for unpaid

premiums based on an agreed payment schedule between Employee and Company not to exceed 90 days. Non-payment of premiums could result in loss of coverage. Employee also has the option to make premium payments during their leave either through payroll deduction or personal payment.

ARTICLE XV JURY DUTY

1. (a) When an employee, other than a probationary employee, is called for service as a juror, he will be paid 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 juror will be assigned Saturday and Sunday off for the term of the jury service of five (5) days or more.

(b) The junior qualified employee may be assigned 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 as 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 day 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 prospective shift.

ARTICLE XVI BEREAVEMENT

1. When a death occurs in the immediate family of an employee who has been in the continuous employment of the Company for one or more years which requires the employee to be absent from work in order to attend related matters, such employee shall be granted a paid leave of absence as follows:

(a) Wife or Husband; Son or Daughter; Stepchildren; Mother or Father, Stepmother or Stepfather; Brother, Sister, Father/Mother-in-law - five (5) working days

(b) Grandparent, Spouse's Grandparent, Stepbrother, Stepsister, three (3) working days.

(c) Brother-in-law, Sister-in-law, Aunt and Uncle - two (2) working days.

2. A paid leave of absence will not be granted for this purpose unless the employee first notifies his supervisor when such a death occurs. This paid absence will be considered time worked when computing overtime.

3. Where abuse of this Article is suspected, the Company may require verification of the reason for absences.

**ARTICLE XVII
SEVERANCE PAY**

1. (a) All employees who are 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>Period of Employment</u>	<u>Severance pay Due</u>
0-12 Months	None
1 year, but less than 2	5 days or 1 week
2 years, but less than 3	10 days or 2 weeks
3 years, but less than 4	15 days or 3 weeks
4 years, but less than 5	20 days or 4 weeks
5 years, but less than 6	25 days or 5 weeks
6 years, but less than 7	30 days or 6 weeks
7 years, but less than 8	35 days or 7 weeks
8 years, but less than 9	40 days or 8 weeks
9 years, but less than 10	45 days or 9 weeks
10 years, but less than 11	50 days or 10 weeks
years, but less than 12	55 days or 11 weeks
12 years or more	60 days or 12 weeks

(b) Any Union employees that are laid off will continue to receive their paid medical and dental insurance for a period of thirty (30) 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**

Section A: Line Service Department and Office and Clerical

1. (a) For the purpose of seniority, the employees will be divided into the following family of classifications and further subdivided into classifications as listed below:

LINE SERVICE

GSE Family

Lead GSE Mechanic
GSE/Mechanic
Building Maintenance Technician
Automotive Mechanic Helper

Line Crew Family

Lead Line Service Technician
Line Service Technician
Lineperson

Utility Family Lead

Utility Worker
Utility Worker
Janitor

OFFICE AND CLERICAL

Customer Service Representative Family

Lead Customer Service Representative
Customer Service Representative

Secretarial Family

Administrative Secretary

(b) 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 Lineperson be promoted to a Line Service Technician, 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 Section C-7.

(c) 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

(d) transferred and only in those classifications from which he has established seniority. For example: should an employee who has established seniority as a lineperson 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 layoff notice from his present classification and then he must exercise this seniority within five (5) days from the receipt of notice of layoff.

(e) No employee covered by this agreement may exercise seniority for classifications without a layoff notice except a Lead's position. A Lead may at any time resign his Lead's position upon giving the 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 the seniority which he had accrued in the Lead classification.

(f) In the event an employee is on layoff 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 seniority in those classifications from which he or she has been laid off and he or she shall retain recall rights to those classifications.

(g) 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 Labor Relations Committee.

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

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

(j) 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.

(k) When there is an increase in the work force, employees will be returned to work in accordance with their seniority.

(1) All management declared vacancies of thirty (30) days or longer, all new jobs and 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 the 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) days and are 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.

Section B: General Provisions

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, said employee may be discharged for any reason. This probationary period may be extended thirty (30) days, by mutual agreement between the Company and the Union, provided the Company's request for this extension is made by the employee's ninetieth (90th) 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 on the seniority list for his respective classification and shall rank in seniority from the date of his original hiring.

2. Seniority lists shall be furnished to the Union 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.

3. 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 the 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.

4. 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.

5. 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 a leave of absence.
- (i) He does not return to active service upon completion of medical leave.

6. In the event of a permanent layoff, employees to be laid off shall receive five (5) workdays' notice or five (5) workdays 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.

7. 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.

8. Any employee transferring out of or promoted to any position outside of the classifications covered by this Agreement shall retain and continue to accrue seniority for three (3) months from the date of entering the new position, unless the probation period is extended by both parties. Probation period may be extended by mutual agreement by the Company and the Union. During this three (3) month period he shall remain in compliance with the Union Security provision of this Agreement. Upon completion of this three (3) month period his name will be removed from the seniority list.

ARTICLE XIX LEAVES OF ABSENCES

1. When the requirements of the service will permit, any employee may, upon proper written application and approval of that application by the Company, be granted a leave of absence for a period not in excess of ninety (90) days. The Company will then notify the Union of the approved leave and the duration of such leave. 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 this 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 his 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 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 of 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. Insofar as possible, the employee will give the Company two weeks' notice.

7. Employees accepting fulltime 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 the 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 to 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:

GRIEVANCE PROCEDURE STEPS:

Step 1: Informal Discussions -An aggrieved employee and/or his Shop Steward will discuss the grievance informally and orally with the individual's supervisor as soon as possible after the occurrence giving rise to the grievance. If the grievance cannot be satisfied as a result of such discussions, the employee and/or Shop Steward may present the grievance in writing on standard grievance form supplied by the Company. Upon putting the grievance in writing, the grievance then would advance to Step 2 in this process.

Step 2: General Manager Review - In the event the grievance was not resolved

in Step 1, the employee and the Shop Steward shall present the grievance in writing to the General Manager of the facility within fourteen (14) calendar days from the occurrence giving rise to the grievance. Within seven (7) calendar days after submission, the General Manager will meet with the employee and the Shop Steward to discuss the grievance. The General Manager will render a decision in writing within seven (7) calendar days from the date of the meeting.

Step 3: Corporate Review - In the event the grievance is not resolved, the employee and the Union shall present the grievance to the Company's Corporate Human Resources Department within seven (7) calendar days after Step 2's decision is rendered. Within seven (7) calendar days, a meeting will be established with Corporate Human Resources and appropriate Union representation to discuss the grievance. Corporate Human Resources will render a decision in writing within ten (10) calendar days from the date of the meeting.

2. If the grievance has not been settled after the above Grievance Step procedure has been completed, either party may request the grievance to 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.

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

(b) Non-compliance with the time limitations set forth in this grievance procedure shall result in the following:

(1) If the non-compliance is by the Company - granting of the grievance.

(2) If the non-compliance is by the Union-denial of the grievance.

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

(d) It is hereby mutually agreed by the parties that the grievance decision rendered in the First or Second 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 of the arbitrator shall be divided equally among the parties. The cost of stenographic 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 between the parties under this Agreement shall be:

(a) The Union will be represented by properly designated Shop Stewards in each department of shop, one of who will be known as Chairman of said group.

(b) The Union will be further represented by a Labor Relations Committee of three (3) members of the Union, one from the Line, one from the shop, one of whom will be Chairman of the Committee.

(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 the first reporting to the general manager of the Company or his designated representatives.

5. (a) Members of the Union's Labor Relations Committee shall be granted with no loss of pay, time to conduct Union business to adjust grievances, operational requirements permitting. 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 Corporate Human Resources.

(c) 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 within 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. During these forty-eight (48) hours, the employee may not be suspended unless, in the judgment of the Company, suspension is warranted because of the seriousness of the offense involved.

7. No employee may be discharged until the discussion with the General Manager is held or the forty-eight (48) hours elapses, or if the Committeeman indicates he intends to file a grievance within three (3) calendar days after the discussion or the forty-eight (48) hour period.

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. 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 action notices and critical letters which relate to Attendance and Disciplinary issues that are fifteen (15) or more months old. Action notices and critical letters that relate to Safety Violations deemed to be the fault of the Employee which results in physical damage and/or personal injury, and substantiated acts of Harassment will remain in the Employees' file for five (5) years.

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 LOCK- OUTS

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. The 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 employee or group of employees represented by the Union should violate the intent of this section, the Union will take steps to affect a prompt resumption of work.

In the event of a failure of the parties to reach an agreement and the Agreement is reopened in accordance with Article XXXI, the Union shall have the right to strike and the Company shall have the right to lockout upon either party giving the other five (5) days written notice.

ARTICLE XXIII WORK CLOTHING, TOOLS AND EQUIPMENT

1. Uniforms will be issued at no cost to employees and such employees must wear the garments at all times when on duty.

2. Company-issued parkas will be cleaned and repaired at no cost to employees.

3. Company-issued items will remain the property of the Company and must be returned to the Company upon termination of employment. The employee will be responsible for the cleanliness and workability of all company issued material while in their care, including but not limited to uniforms, rainwear, and other assigned equipment.

4. Suitable, fresh and clean raingear will be made available at Company expense to all linemen and those other employees when they are assigned outside duties in inclement weather. One set of rainwear will be issued to each employee per year. Should such rainwear become damaged or no longer functional, the company will provide a replacement set of rainwear.

5. Employees who lose Company issued items shall be required to replace the same at their own expense.

6. The Company will, with a \$50.00 deductible, insure against theft of tools generally recognized as mechanic's tools including special tools and equipment owned by the employee that are used in his work on the job. The employee will be responsible to provide the Company a tool inventory once a year. Failure to provide such list may result in the denial of any claim of loss. The Company will provide a \$500.00 Tool Allowance per year per Mechanics

7. For CSR Uniforms that require Professional Dry Cleaning, Atlantic will cover the cost of Dry Cleaning. Line Department Uniforms will be replaced and/or repaired at the Company's discretion. Line Department employees maintain their own uniforms.

8. The Company agrees to pay for the costs associated with the replacement of a lost or misplaced airport issued ID one (1) time during the employee's tenure.

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 much as possible, accidents and illnesses, a Safety Committee will be established and composed of two (2) elected 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. Safety committee members will be given whatever time is necessary to perform the Company's specific safety checks.

4. The 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

may be subject to disciplinary action for 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 may be required to take and pass a physical examination given by a physician designated by the Company as a condition of employment. All new employees will be required to successfully pass a drug and alcohol test per the Company's Drug and Alcohol Workplace policy.

7. Protective eye and ear gear will be made available at no cost to the employees whose duties normally require such protection. Failure to comply with the proper wearing of hearing and eye protection may result in disciplinary action. Rubber gloves and face shields will be made available at no cost to the employee as needed.

8. The Company will supply a Water Cooler in the Line Shack.

ARTICLE XXV INSURANCE, HOSPITALIZATION & PENSION PLANS

1. As of June 16, 2022, the employees of the bargaining unit, desirous of health coverages, will be covered under the Company's health and welfare plan(s).

There is a Wellness Plan that allows for a Wellness Credit of \$50.00 per month or \$600.00 per year as reduction to the Medical premiums. Completion of specific requirements as outlined in the Wellness Incentive Program must be met by the Employee in order to qualify for the Wellness Credit. If the employee covers his/her spouse, the spouse can also qualify for the same Wellness Credit by meeting the same specific requirements.

Employees who neglect to participate in the Wellness Program will pay the following contributory percentages starting on January 1st of the respective years:

January 2022 -	29%
January 2023 -	29%
January 2024 -	29%

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).

2. In the event that during the term of this agreement the health care provider declines to renew coverage or imposes unreasonable changes in the form or cost of coverage, the Company may notify the Union and the parties will meet within (15) days thereafter to negotiate such matters. In the event the parties fail to agree upon changes to the health care coverages within sixty (60) days from the date of the notice, the Union reserves the right to strike after giving five (5) days written notice, and the Company reserves the right to initiate a lockout upon similar notice.

3. The Company further agrees to a maximum premium increase of 12% per year.

4. Effective June 1, 2001, the Company will provide term life insurance in the amount of forty thousand dollars (\$40,000) at no cost to the employee.

5. 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.

6. The Union and the Company agree that the Company may withdraw from the IAM National Pension Plan in 2022 subject to the company complying with the IAM National Pension Plan rules and policies for withdrawal. If the Company completes the withdrawal process in 2022, they will replace future accruals from the IAM National Pension Fund with supplemental contributions made to IAMAW Local 142 members' accounts in the Atlantic Aviation FBO Inc. 401(k) Plan that are designed to provide benefits at an equivalent or greater level versus the current IAM Plan as described in the following table. Effective as of the withdrawal date in 2022, Company contributions to the IAM National Pension Fund shall cease and Company supplemental contributions to members' accounts in the Atlantic Aviation FBO Inc. 401(k) Plan shall commence.

Atlantic Aviation FBO Inc. 401(k) Plan

<p>Employer Match (no change)</p> <p>Amount</p> <p>Vesting</p> <p>Timing</p>	<p>100% on 1st 3% of pay + 50% on next 2% of pay</p> <p>Immediate</p> <p>Per-pay-period</p>																		
<p>Employer Supplemental Contributions</p> <p>Amount (% of pay)</p> <p>Current members vested in their IAM Plan benefit as of the withdrawal date</p>	<table border="1"> <thead> <tr> <th data-bbox="824 1587 1019 1696"><i>Age</i></th> <th data-bbox="1019 1587 1214 1696"><i>Hired on or before June 16, 1999</i></th> <th data-bbox="1214 1587 1409 1696"><i>Hired after June 16, 1999</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="824 1696 1019 1738">20-29</td> <td data-bbox="1019 1696 1214 1738">n/a</td> <td data-bbox="1214 1696 1409 1738">2%</td> </tr> <tr> <td data-bbox="824 1738 1019 1780">30-39</td> <td data-bbox="1019 1738 1214 1780">n/a</td> <td data-bbox="1214 1738 1409 1780">4%</td> </tr> <tr> <td data-bbox="824 1780 1019 1822">40-49</td> <td data-bbox="1019 1780 1214 1822">6%</td> <td data-bbox="1214 1780 1409 1822">6%</td> </tr> <tr> <td data-bbox="824 1822 1019 1864">50-59</td> <td data-bbox="1019 1822 1214 1864">26%</td> <td data-bbox="1214 1822 1409 1864">17.5%</td> </tr> <tr> <td data-bbox="824 1864 1019 1892">60+</td> <td data-bbox="1019 1864 1214 1892">36%</td> <td data-bbox="1214 1864 1409 1892">27.5%</td> </tr> </tbody> </table>	<i>Age</i>	<i>Hired on or before June 16, 1999</i>	<i>Hired after June 16, 1999</i>	20-29	n/a	2%	30-39	n/a	4%	40-49	6%	6%	50-59	26%	17.5%	60+	36%	27.5%
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<p>Current members not vested in their IAM Plan benefit as of the withdrawal date</p> <p>Future members and rehired members</p> <p>Vesting</p> <p>Timing</p> <p>Employer One-Time Retroactive Supplemental Contribution (all current members)</p> <p>Amount</p> <p>Timing</p> <p>Pay Definition for Supplemental Contributions</p>	<table border="1" data-bbox="824 277 1219 506"> <tr> <th>Age</th> <th></th> </tr> <tr> <td>20-29</td> <td>2%</td> </tr> <tr> <td>30-39</td> <td>4%</td> </tr> <tr> <td>40-49</td> <td>9%</td> </tr> <tr> <td>50-59</td> <td>23%</td> </tr> <tr> <td>60+</td> <td>28%</td> </tr> </table> <p>Fixed 2% at all ages</p> <p>100% at 3 Years of Service</p> <p>Annually (must be employed on December 31st)</p> <p>Pay from January 1, 2022 to withdrawal date (x) member percentage from applicable chart above</p> <p>Deposited to member account as soon as administratively possible following the withdrawal date in 2022</p> <p>The same as defined for the Employer Match</p>	Age		20-29	2%	30-39	4%	40-49	9%	50-59	23%	60+	28%
Age													
20-29	2%												
30-39	4%												
40-49	9%												
50-59	23%												
60+	28%												

**ARTICLE XXVI
BULLETIN BOARDS**

1. One bulletin board may be placed inside of each locker room or such other location as the Company and the Union may find suitable. The Union may post such notices thereon as are authorized by the Chairman of the Shop 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. Company rules and regulations, whether in writing or not, will be followed by all employees so long as they are not in conflict with any provisions of this Agreement. New rules will be posted and issued to all employees as they are developed, and the Union will be copied.

**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 Union Committee Chairman of the Union has first requested and received permission from the supervisor on duty of the Company for the employee to leave. IAM Shop stewards and committeeperson will be paid by the Company for all time spent on official Company/Union business.

2. The Union's Labor Relations Chairman shall be assigned a Monday through Friday shift with Saturday and Sunday as his regular days off. (Agreed to in the 1981 Negotiations.)

**ARTICLE
XXIX SAVING
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 or the Company 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 will provide a copy of the Agreement to each employee.

2. The Company shall provide automobile parking space at no cost to the employee. Employees will park in designated areas only.

3. Employees selected for training will be required to attend and complete the training course as scheduled by the Company. Such training courses will be paid for by the Company.

4. Aircraft Maintenance personnel covered by this Agreement may be required to issue parts, materials or tools from the Company Stockroom.

5. The Company and the Union acknowledge that from time to time certain Memorandum(s) of Understanding between both parties may have or may be agreed upon to modify certain clauses of the agreement. Any such Memorandum(s) of Understanding shall be kept on file at the local base and corporate office of the Company and the shop steward and local Business Agent of the Union and not be attached hereto.

**ARTICLE XXXI
EFFECTIVE DATE AND
DURATION**

1. This Agreement, except as otherwise provided herein, shall become effective June 16, 2022, and shall remain in full force until and including June 15, 2025, 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, 2025, 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, 2025, 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 Corporation, 233 Industrial Avenue, Teterboro, New Jersey 07608 for service upon the Company, and when similarly mailed to the International Association of Machinists and Aerospace Workers, District 142, 400 Northeast 32nd 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 office mailing date shown on the registered or certified letters shall be the controlling date for all purposes under the Agreement.

The Company and the Union agree that the enclosed package represents all of the changes in the new Teterboro Agreement. The Union and the Company agree to withdraw all other outstanding proposals.

IN WITNESS WHEREOF, the parties have hereunder affixed their signatures this 24th day of June 2022.

Agreed:

International Association of
Machinists and Aerospace
Workers

Atlantic Aviation

Bill Wise
General Chair – District 142

Kurt Schmidt
Regional Vice President of Operations

Alan Mazza
Committee Member

Joe Fazio
Regional Manager

Chris Nagy
Committee Member

Laura Vines
Vice President – Human Resources

Jose Lugo
Committee Member

Gary Drapala
Committee Member

**NEW HIRE
HOURLY WAGE SCALE
FOR EMPLOYEES HIRED AFTER JUNE 16, 2019**

Line Service Technician	Wages on 6/16/22	Wages on 6/16/23	Wages on 6/16/24
Start	<u>\$20.00</u>	\$20.50	\$21.00
90 Days	<u>\$21.00</u>	\$21.50	\$22.00
Year 1	<u>\$22.00</u>	\$22.50	\$23.00
Year 2	<u>\$23.00</u>	\$23.50	\$24.00
Year 3	<u>\$24.00</u>	\$24.50	\$25.00
Year 4	<u>\$25.00</u>	\$25.50	\$26.00
Year 5	<u>\$26.00</u>	\$26.50	\$27.00
Off-Scale	<u>\$1.00</u>	<u>\$1.00</u>	\$1.00

Off-Scale employees making less than Year 5 will move to Year five rate + Off-Scale rate.

CDL Premium = \$1.00 per hour

Tow Certification Premium = \$1.00 per hour.

Tank Farm Premium = \$2.50 per hour

Customer Service Representative	Wages on 6/16/22	Wages on 6/16/23	Wages on 6/16/24
Start	\$19.00	<u>\$19.50</u>	<u>\$20.00</u>
End Probation	<u>\$20.00</u>	<u>\$20.50</u>	<u>\$21.00</u>
Year 1	<u>\$21.00</u>	<u>\$21.50</u>	<u>\$22.00</u>
Year 2	<u>\$22.00</u>	<u>\$22.50</u>	<u>\$23.00</u>
Year 3	<u>\$23.00</u>	<u>\$23.50</u>	<u>\$24.00</u>
Year 4	<u>\$24.00</u>	<u>\$24.50</u>	<u>\$25.00</u>
Year 5	<u>\$25.00</u>	<u>\$25.50</u>	<u>\$26.00</u>
Off-Scale	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>

Utility Worker / Janitor	Wages on 6/16/22	Wages on 6/16/23	Wages on 6/16/24
Start	<u>\$18.00</u>	<u>\$18.50</u>	<u>\$19.00</u>
End Probation	<u>\$19.00</u>	<u>\$19.50</u>	<u>\$20.00</u>
Year 1	<u>\$20.00</u>	<u>\$20.50</u>	<u>\$21.00</u>
Year 2	<u>\$21.00</u>	<u>\$21.50</u>	<u>\$22.00</u>
Year 3	<u>\$22.00</u>	<u>\$22.50</u>	<u>\$23.00</u>
Year 4	<u>\$23.00</u>	<u>\$23.50</u>	<u>\$24.00</u>
Year 5	<u>\$24.00</u>	<u>\$24.50</u>	<u>\$25.00</u>
Off-Scale	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>

GSE Mechanic	Wages on 6/16/22	Wages on 6/16/23	Wages on 6/16/24
Start	\$23.00	\$23.50	\$24.00
End Probation	\$24.00	\$24.50	\$25.00
Year 1	\$25.00	\$25.50	\$26.00
Year 2	\$26.00	\$26.50	\$27.00
Year 3	\$27.00	\$27.50	\$28.00
Year 4	\$28.00	\$28.50	\$29.00
Year 5	\$29.00	\$29.50	\$30.00
Off-Scale	\$1.00	\$1.00	\$1.00

Note: When a person has progressed through 5 years' employment, for purposes of future wage increases their hourly rate will be adjusted by the "off-scale" hourly rate.