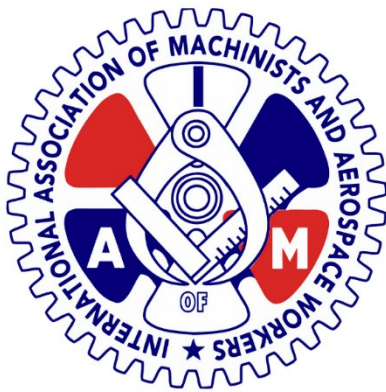


MENZIES AVIATION  
O'HARE Station 403



-and-

INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
District Lodge 142 AFL-  
CIO



**IAMAW**  
**DISTRICT**  
**142**

*DATED: January 15, 2023*  
*TERMINATION: January 14, 2026*

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## **AGREEMENT**

**THIS AGREEMENT** entered into this 12 day of March 2024, **in accordance with the provisions of the Railway Labor Act**, by and between **MENZIES AVIATION**, hereinafter referred to as the "Company" and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**, hereinafter referred to as the "Union."

1 **ARTICLE 1 -PURPOSE OF AGREEMENT**

2 A. The purpose of this Agreement is, in the mutual interest of the Company and of the employees,  
3 to provide for the operation of the services of the Company under methods which will further, to the fullest extent  
4 possible, the safety of air transportation, the efficiency and quality of customer service, and the continuation of  
5 employment under conditions of reasonable hours, proper compensation and reasonable working conditions, all  
6 in accordance with the provisions of this Agreement. It is recognized by this Agreement to be the duty of the  
7 Company and of the employees to cooperate fully, both individually and collectively, for the advancement of that  
8 purpose. To further these purposes, the Company or the Union Representative may request a conference or a  
9 meeting at any time to discuss and attempt to resolve any condition that may arise under the application of this  
10 Agreement.

11 B. No employee covered by this Agreement will be interfered with, restrained, coerced or  
12 discriminated against by the Company, its officers or agents, because of membership in, or lawful activity on  
13 behalf of the Union. Neither the Company nor the Union shall discriminate against any employee or applicant for  
14 employment because of race, creed, color, national origin, disability, age or sex.

15 C. It is understood wherever in this Agreement employees or jobs are referred to in the male  
16 gender, it should be recognized as referring to both male and female employees.

**ARTICLE 2 - SCOPE OF AGREEMENT**

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A. The Company agrees all work performed by employees in the collective bargaining unit hereinafter defined and generally recognized as mechanical inspection work, mechanic's work, performed in and about Company shops and other Company facilities, including, but not limited to, mechanical work involved in dismantling, overhauling, repairing, fabricating, assembling, welding, 8 painting and radio equipment, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith, and including the dismantling, repairing, assembling and erecting of all machinery and mechanical devices and automotive and building maintenance and repair work, the work of store clerks, line servicemen, the work involving the moving of aircraft, supplies, refueling of aircraft and automotive equipment, and janitorial work as coming under the jurisdiction of the International Association of Machinists and Aerospace Workers and is covered by this Agreement.

The parties agree that the Company shall have the right (1) to continue to contract out work heretofore customarily contracted out; and (2) contract out any work when the Company's facilities are inadequate or personnel are not sufficient or reasonably available, or where employees who are reasonably available do not have the experience and ability to satisfactorily perform the work required. The Company will inform the Union of its decision to subcontract work under number (3) above and will be willing to meet to give reasons for such action if the Union requests it. The Company shall give at least seven (7) calendar days' notice before commencing any planned project work.

B. The collective bargaining unit covered by this Agreement shall consist of all employees at the Chicago – O’Hare 403 location engaged in the maintenance, repair, and modification and servicing of aircraft and accessories, including automotive, stores and building maintenance employed by the Company.

C. It is recognized that the nature of the Company's operation is such as to require the employment of regular part-time employees to perform specific jobs which arise and to meet peak workloads which occur. It is not the intent of the Company to employ regular part-time employees for the sole purpose of avoiding the employment (or continued employment) of regular employees for whom full-time work requirements exist under regular work schedules, or avoiding other provisions of this Agreement as they apply to regular full-time employees.

1 Regular part-time employees will be scheduled to work for not less than two (2) hours nor more than eight  
2 (8) hours in any one day, nor more than twenty-five (25) hours per week. In addition to the twenty-five hours per  
3 week, for all part-timers in the Ground Handling Classification the Company may have three (3) part-timers work  
4 up to thirty (30) hours per week for every one (1) full time in the classification. The workday for part-time  
5 employees shall be the twenty-four (24) hour period commencing at midnight on any day. Part-time employees  
6 shall be subject to all provisions of this Agreement, including Schedule "A", except Article 5- Seniority, Article  
7 7- Hours of Service, except that Section D, paragraph 3, as it applies to a job bid shall be applicable; Article -  
8 Overtime and Holidays, except that paragraph D as it pertains to premium time shall be applicable; Article 10-  
9 Vacancies and Bidding, Article 15- Sick Leave, Article 16 Insurance Benefits, Article 17- Vacations, Article 20 -  
10 Leaves of Absence, and Article 23- Pension Plan. No regular full-time employee of the Company will be permitted  
11 to participate in part-time work as a part-time employee during any week in which such employee works his  
12 regular schedule or receives pay under any other provisions of this Agreement.

13 Regular full-time employees who are laid off for lack of work and who advise the Company in writing at  
14 the time of layoff of their desire for such part-time employment as may become available in the classification from  
15 which such employees were laid off, will be given preferential consideration for such part-time employment so  
16 long as such employees retain their seniority in accordance with the provisions of this Agreement. Regular full-  
17 time employees who elect to bid into a part-time position, seniority permitting, shall receive the wages, hours and  
18 working conditions of part-time employees. "Seniority permitting" means a full-time employee who voluntarily  
19 reduces himself or herself to part-time status will be placed in the part-time seniority list at the level earned based  
20 on Company date of hire and will not be eligible to bid for full-time status for twelve (12) months. However,  
21 should an employee decline to accept such part-time work when offered, the employee shall be given no further  
22 consideration for such employment unless and until the employee shall have once again expressed in writing his  
23 desire for part-time work.

24 Provided there are no full-time employees in a laid off status who are subject to recall provisions of this  
25 Agreement, part-time employees who meet the Company's qualifications will be given preferential consideration  
26 for full time jobs which may become available within their classification before so-called "outsiders" are hired.

1           D.     Employees covered by this Agreement shall be governed by all Company rules, Regulations and  
2 orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms  
3 and conditions of this Agreement. The rules in effect on the date of this Agreement are attached hereto. Copies of  
4 the rules established in the future will be distributed to employees prior to becoming effective.

5           E.     To facilitate flexibility in adapting to customer schedule changes when such changes affect  
6 regularly scheduled shifts, the Company will provide the affected employees with forty-eight (48) hours advance  
7 notice of all changes in regularly scheduled shifts of one (1) hour or less. Full bumping rights will apply if an  
8 employee so chooses.

9           F. To facilitate vacation and other ad hoc open shifts, the Company will be allowed to utilize GSE  
10 Mechanic(s) for periods of up to thirty days at normal hourly rates and all other benefits apply.

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1 **ARTICLE 3- STATUS OF AGREEMENT**

2 A. This Agreement supersedes any and all agreements existing or previously executed between the  
3 Company and any Union or individual, affecting the class of employees covered by this agreement.

4 B. All provisions of this Agreement shall be binding upon the successors or assigns of the Company.  
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1 **ARTICLE 4 - CLASSIFICATIONS OF WORK**

2 **A. Lead Mechanic**

3 The work of a Lead Mechanic shall consist of and include the leading and directing of the mechanic and  
4 lower classifications. The Lead Mechanic may also do the work of mechanic if it is required of him. He must hold  
5 valid federal and state licenses or certificates as may be required of his assignment. He may be required to sign  
6 for the work of others in his working group, but this shall not relieve that other member of his group of his  
7 responsibility for the work performed. The Lead Mechanic may be required to give "on the job" training and  
8 instruction to employees of any classification except inspectors. The Lead Mechanic shall not lead and direct more  
9 than ten (10) employees. A Lead Mechanic must possess a valid driver's license and is responsible to report to the  
10 Company whenever The Lead Mechanic does not hold a valid driver's license.

11 **B. Vehicle Mechanic**

12 The work of a vehicle mechanic shall consist of and include any and all work generally recognized as mechanic's  
13 work in and about Company shops, buildings or facilities. This includes all work contracted by owners or persons  
14 authorized by owners to contract the work to the Company, whether in Company shops, buildings or not.  
15 Mechanic's work includes, but is not limited to, the dismantling, repairing, painting, fabricating and erecting of  
16 machinery, mechanical devices, automotive equipment, and building maintenance (building maintenance shall  
17 include maintaining, repairing, altering and construction of building and equipment, including such work as  
18 carpentry painting, masonry, plumbing, electrical, maintain fire equipment and repair work. A mechanic may be  
19 required to give "on the job" instruction to an employee of the same classification, but shall not perform the work  
20 of a Lead Mechanic in leading and directing the work of other employees. A Vehicle Mechanic must possess a  
21 valid driver's license and is responsible to report to the Company whenever the Vehicle Mechanic does not hold a  
22 valid driver's license.

23 **C. Lead Fueler**

24 The work of a Lead Fueler shall consist of and include the leading and directing of other Fuelers. e shall  
25 be familiar with the duties of fuelers and shall be the working leader of his group. The Lead Fueler shall not lead  
26 or direct more than ten (10) other fuelers. There shall be no reductions in current leads. The Lead Fueler shall be  
27 responsible for reporting known delays, accidents and incidents to the appropriate management personnel. A lead

1 fueler must possess a valid driver's license and is responsible to report to the Company whenever The Lead Fueler  
2 does not hold a valid driver's license.

3 **D. Fueler**

4 The work of a Fueler shall include all cleaning, washing and polishing of aircraft, both interior and  
5 exterior; meeting, moving and giving fire guard to all aircraft arriving or leaving the Company flight line;  
6 operation of ground equipment on Company flight line and on airlines where no mechanic is required; assisting  
7 passengers and customers with luggage and personal belongings; the loading and unloading of baggage, mail,  
8 freight, etc., of the above mentioned aircraft and other contracted work; cleaning of ramp and automotive  
9 equipment and janitorial work such as cleaning inside and outside of building and customer areas, (including  
10 washing of windows, sweeping of sidewalks, shops, landscaping, grass cutting and snow removal). He shall keep  
11 his equipment, including vehicles, in a clean, safe condition, but shall not perform mechanical work or work of a  
12 higher classification. Drives all types of trucks, tractors, automotive equipment and vehicles as assigned; the  
13 servicing of aircraft and automotive equipment with fuel, oil, water and other related fluids; and the operation of  
14 bulk fuel and oil stations, which includes the inventory and checking for presence of water. The Fueler shall  
15 maintain his equipment in a clean, safe condition; however, he shall not perform any mechanical work whatsoever  
16 on that equipment. A Fueler must possess a valid driver's license and is responsible to report to the Company  
17 whenever the Fueler does not hold a valid driver's license. Fuelers must have the ability to drive a standard  
18 transmission.

19 **E. Fuel Quality Control Technician**

20 The Duties of the Fuel Quality Control Technician shall include the accepting of all fuel deliveries and  
21 performing all necessary daily, monthly, quarterly and annual testing in accordance with the Menzies Aviation  
22 Fuels Quality Control Manual, maintaining all associated records with the aforementioned tests, maintaining the  
23 general condition of the fuel farm and refueling vehicles at the direction of management, performing all assorted  
24 duties to ensure the delivery of contaminant free fuel into storage and into aircraft while maintaining accountability  
25 through the process, reporting all irregularities to the lead mechanic or management as soon as practical, assisting  
26 in training of relief quality control personnel and reviewing the records of relief quality control personnel to ensure  
27 all items are correctly documented. The Fuel Quality Control Technician may be required to perform simple

1 repairs (i.e. replace ground clamps, repair and replace fuel nozzles, replacement and labeling of all placards, repair  
2 dead-man hoses).

3 **F. Ramp Agent**

4 The duties of a Ramp Agent shall consist of loading and unloading baggage, mail, freight, and interior  
5 cleaning of aircraft if required; chock aircraft. Connect electrical power unit to aircraft. Position passenger  
6 stairs/Jetway to aircraft; replenish water supply and service lavatories. Connect tow bar and tug for push back or  
7 towing aircraft; provide air start and air-conditioning. Operate headset/radio to provide communication between  
8 ground crew, flight crew, and tower, as well as all types of ramp equipment, trucks, tractors and other vehicles as  
9 assigned. Clean line equipment and ramp areas, provide additional service as required. Know and comply with all  
10 safety procedures; check-in baggage when required. A ramp agent must possess a valid driver's license and is  
11 responsible to report to the Company whenever The Ramp Agent does not hold a valid driver's license.

12 **G. Lead Ramp Agent**

13 The duties of the Lead Ramp Agent shall consist of leading and directing, loading and unloading baggage, mail,  
14 freight, and interior cleaning of aircraft if required, chock aircraft. Connect electrical power unit to aircraft.  
15 Position passenger stairs/Jetway to aircraft; replenish water supply and service lavatories. Connect tow bar and  
16 tug for push back or towing aircraft; provide air start and air-conditioning. Operate headset/radio to provide  
17 communication between ground crew, flight crew, and tower, as well as all types of ramp equipment, trucks,  
18 tractors and other vehicles as assigned. Clean line equipment and ramp areas, provide additional service as  
19 required. Know and comply with all safety procedures; check-in baggage when required. A lead ramp agent must  
20 possess a valid driver's license and is responsible to report to the Company whenever the Lead Ramp Agent does  
21 not hold a valid driver's license.

22 **H. General**

23 1) Leadmen shall not have the authority to hire, discharge, discipline or approve matters relating to wages  
24 or working conditions.

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**ARTICLE 5-SENIORITY**

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2           A.       Seniority as used throughout this Agreement shall be defined as the length of service for which  
3 an employee received credit in any classification covered by this Agreement with this Company. The definition  
4 shall include the ability to perform the required work on the job in a satisfactory manner, and shall accrue from  
5 the date of entering a classification as a regular assignment. Seniority shall be applicable to all classifications  
6 covered by this Agreement.

7           B.       The principle of seniority shall apply in the application of this Agreement in all reductions or  
8 increases of the work forces, preference of shift assignment when a vacancy occurs, vacation period selection, in  
9 bidding for vacancies or new jobs, and all promotions, demotions or transfers involving the classifications covered  
10 by this Agreement. All shifts, days off and work assignments shall be open for bidding for all classifications on  
11 April 15 with the change to take place the first pay period in May and September 15th with the change to take  
12 place the first pay period in October, except for the position of Fuel Quality Control Technician, which shall be  
13 bid once per year effective June 1. As business situations dictate, additional job bids may be required. A grid  
14 system bid sheet for shift preference for each classification shall be utilized to fill all vacancies which arise  
15 between the annual bid. No premium pay shall be paid to any employee as a result of his being awarded a change  
16 in the schedule for which the employee bid.

17           C.       Employees will be considered as probationary employees for the first ninety (90) calendar days  
18 of employment and there shall be no responsibility on the part of the Company for the re-employment of  
19 probationary employees if they are terminated for any reason, including lay-off, during this period. If retained  
20 after the probationary period, which may be extended an additional thirty (30) calendar days in individual cases  
21 by the giving of written notice to the Union before the end of the specified probationary period, the names of such  
22 employees shall then be placed on the appropriate seniority list as of his date of hire. In instances where the  
23 Company extends an individual's probationary period of an additional thirty (30) calendar days, the written  
24 notification to be provided to the Union will also include the reasons for the extension.

25           Should the Company at its discretion establish a new job classification within the scope of this agreement  
26 or make substantial changes to an existing classification within the scope of this agreement, a job description and  
27 proposed rate will be submitted to the Union. Rates for such new classifications and/or descriptions shall be in

1 relation to and compatible with the existing rate structure. If the Company and the Union are unable to agree upon  
2 any such proposed rate and/or description, the Company shall install the description and classification and apply  
3 the rate proposed; provided however, the appropriateness of any such rate and/or description shall be subject to  
4 review under the grievance procedure hereinafter set forth, including arbitration.

5 D. Seniority Lists- Seniority lists shall be corrected on November 1 of each year and posted on  
6 December 1 of each year. The employees shall be allowed thirty (30) calendar days after posting to correct any  
7 errors appearing thereon. A corrected list will be prepared within thirty (30) calendar days thereafter. Errors are  
8 to be given to the Company in writing and a copy of the posted seniority list and amended seniority list will be  
9 furnished to the Local Committee Chair and the General Chair twice a year, prior to the bid. Any dispute as to  
10 seniority listing shall be handled by the grievance procedure, except in cases of employees hired or entering a job  
11 classification on the same date where Company seniority shall govern. Where employees have the same start date  
12 with the Company, the last four (4) digits of the Social Security number will be used to determine the higher  
13 seniority.

14 Seniority lists shall show employee's last name, first name, original date of hire by job classification,  
15 present job classification, by title, time spent in covered classifications, including employees on Military Leave  
16 of Absence and employees promoted to supervisory positions. The word "hired" shall be defined as the first day  
17 worked for which pay was received. A separate part-time seniority list shall be maintained for part-time  
18 employees. Part-time employees may exercise their seniority only for purposes of bidding into full time jobs in  
19 their classification (which will be determined by most senior qualified), to higher rated jobs for which they are  
20 qualified, and to regular scheduled part-time positions, reduction in force and recall after layoff. Regular scheduled  
21 part-time employees shall be permitted to bid once per year by a grid system for regular scheduled part-time  
22 positions by seniority. Reasonable efforts will be made by the Company to distribute part-time work hours as  
23 evenly as possible among part-time employees.

24 E. Employees who are promoted after the date hereof to supervisory positions outside the bargaining  
25 unit covered under this Agreement shall continue to retain and accrue seniority for a maximum of one hundred  
26 and eighty (180). In the event any such employee is returned to the bargaining unit by the Company or voluntarily  
27 desires to return to the bargaining unit during such one hundred and eighty (180) period, he shall be entitled to

1 exercise both his retained and accrued seniority. If they are retained on the job after the one hundred and eighty  
2 (180), their names shall be removed from the seniority lists. During this one hundred and eighty (180) period, the  
3 employee shall maintain his good standing membership in the Union.

4 F. Loss of Seniority - An employee will lose his seniority status and his name shall be removed from the  
5 seniority list under the following conditions:

6 (1) The employee quits or resigns.

7 (2) Discharged for just cause.

8 (3) The employee does not inform the Company in writing ~~by registered mail or telegraph~~  
9 by email to the last known email address provided by the employee of his intention to return to service  
10 within three (3) working days after day of sending a notice offering to reemploy him after a layoff.

11 (4) The employee does not return to the service on or before a date specified in the notice  
12 from the Company after a layoff, which date shall not be prior to the (10) working days after receipt of  
13 such notice, provided that subdivisions (3) and (4) of paragraph F shall not apply to offers of temporary  
14 work. Any notice provided in this paragraph shall be by certified mail (return receipt requested) to the  
15 employee at his last address filed with the Company. A copy of notices of recall sent by the Company  
16 will be provided to the Local Committee Chair and General Chair.

17 (5) The employee fails to return to work after or at the end of an authorized leave of absence.

18 (6) The employee is laid off and does not return to work for a period of three (3) years. If  
19 hired after December 1, 1995, and is laid off and does not return to work for a period of one (1) year.

20 (7) Engages in gainful employment while on leave of absence, except when

21 (8) selected by the Union to perform full-time Union work.

22 (9) A full-time employee who voluntarily reduces himself to part-time status will be placed  
23 in the part-time seniority list at the level earned based on Company date of hire and will not be eligible to  
24 bid for full-time status for twelve (12) months. Paragraph F (1) will apply regarding full-time seniority.

25 (10) A part-time employee who is not carrying a bid line and is unable to meet the work  
26 schedule requirements will lose their active employment status. Minimum work schedule requirements  
27 are defined as the employee must be able to work at least twenty (20) hours per month.

1 (11) Any employee absent from work for any reason for eighteen (18) months or length of  
2 service whichever is less, will be separated subject to federal and state law. In the event the employee  
3 returns before the expiration of the two (2) year period, they must remain actively at work for a period of  
4 six (6) months before being eligible for another two (2) year period. Should the employee be off work  
5 again within the six (6) month period, time lost will continue to count towards the original two (2) year  
6 period.

7 (12) An employee who voluntarily reduces himself, including bidding for a lower  
8 classification job, except for employees who hold lead positions who by bidding give up such lead  
9 designation, shall have his name removed from the higher classified job and lose all seniority and pay  
10 credit in such classification.

11 G. Reduction and Increase of Working Force - Whenever the number of employees in any classification  
12 is to be reduced, the reduction must be by classification, in the reverse order of seniority, in the jobs to be reduced.  
13 An employee who is given notice that they are to be reduced, or an employee who is being displaced by another  
14 employee, must displace the least senior employee in the classification who is in a job for which the displacing  
15 employee is qualified, seniority permitting. The employee's Company date of hire will be used as the criteria to  
16 place him in the part-time seniority list. The employee must notify the Company on the next workday that the  
17 employee wishes to displace another employee which he is qualified to displace. An employee not notifying the  
18 Company will be considered as electing to go on laid off status. The employee may not displace into a  
19 classification in which he does not hold seniority. An employee must displace in his highest classification before  
20 proceeding to the next lower classification. Any qualification disputes will be grounds for grievance procedure  
21 (Refer to Article 10, Section E). Reductions of force in the mechanical and technical classifications (Lead  
22 Mechanics and Vehicle Mechanics) shall occur as set forth above. However, employees reduced in the  
23 classification of Lead Mechanic shall have the right to bump into the classification they are leading, based upon  
24 their cumulative seniority in that classification and the related lead classification.

25 For purposes of layoff only, among employees in the classification of Line Service Technician, layoff will  
26 be in the reverse order of seniority within the attested classification. Employees classified as "Lead" in this  
27 classification will be credited with the cumulative seniority earned in that classification and the related Lead

1 classification. In the event such layoff in the above classification results in a lesser number of Leads than the  
2 Company deems necessary and required, it shall have the right to appoint Leads from among remaining employees  
3 in the classification for a period not to exceed twenty-nine (29) days without regard to seniority.

4 (1) Ten (10) workdays' notice or pay therefore, at the Company's option, will be given  
5 employees to be reduced before such reduction in force is made, and a copy of such notice will be  
6 furnished the employee and the designated Local Union representative. Where there is temporarily no  
7 work because of an Act of God, circumstances over which the Company has no control, or work stoppages  
8 and strikes by employees of companies which Menzies Aviation performs work for, it shall not be  
9 considered a normal reduction in force and subject to this provision.

10 (2) The restoration of forces for all classifications will be by seniority, the most senior  
11 employees reduced or laid off to be returned first. Any employee reduced from a classification due to a  
12 reduction in force and refusing to accept the first job in the highest classification for which the employee  
13 is qualified, shall have their name removed from the seniority list for that classification. All laid off  
14 employees with seniority status shall be recalled for available positions before the hiring of new  
15 employees, provided that the recalled employee has the qualifications for the required position.

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**ARTICLE 6- UNION SHOP**

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A. As a condition of employment, all employees covered by this Agreement shall, within ninety (90) days after their date of hire or the effective date of this Agreement, whichever is later, become members of the Union and remain in good standing in the Union during the term of this Agreement.

B. The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by paragraph A above. The term "good standing" shall not include more than the obligation to pay all periodic dues and initiation or reinstatement fees uniformly required.

C. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the initiation or reinstatement fees and dues payable by him to the Union during the period of said authorization.

D. Deductions shall be made on account of initiation or reinstatement fees from the first paycheck of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the first paycheck of the employee in each month.

E. Deductions provided for in paragraph B shall be remitted to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the deductions made in the previous month. The Company shall furnish the Financial Secretary of the Union monthly, with a record for those for whom deductions have been made to include employee name, employee number, address, phone number and the amount of the deductions. In the event a deduction is not made on one (1) or more consecutive payroll deduction dates due to lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date that employee has sufficient earnings, a double deduction shall be made and deductions each subsequent payroll period until such employee is in good standing.

F. The Union agrees that it will indemnify and save the Company harmless against any and all claims, demands, suits or any other form of liability that shall arise out of or by reason of action taken by the Company in complying with the foregoing provisions of this Article. In consideration for this save harmless and/or indemnification clause, the Company agrees that the Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a

1 person who sues the Company for claims for which the Company is entitled to indemnification by the Union,  
2 through attorneys of its own choosing and at its own discretion, but in any event, if the Company unilaterally  
3 determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not  
4 at the cost of the Union. It is further agreed that the Company shall promptly notify the Union of any such action  
5 when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances  
6 above described.

7 G. The parties agree that check-off authorization shall be electronic or in the following form:

8 ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF UNION INITIATION OR REINSTATEMENT  
9 FEES AND DUES

10 TO: Menzies Aviation,

11 I, (Please print Name, First, Middle Initial, Last) hereby assigns to the International Association of Machinists  
12 and Aerospace Workers the amounts required to pay my initiation or reinstatement fees and my regular monthly  
13 Union dues, on account of membership in District Lodge 142, International Association of Machinists and  
14 Aerospace Workers, and I hereby authorize and direct Menzies Aviation, to deduct such amounts from my earned  
15 pay, including sick leave payments, beginning with the current month.

16 This authorization and assignment will be effective and irrevocable for a period of one (1) year from this  
17 date, and up to the termination date of the current collective bargaining agreement, whichever occurs sooner. It  
18 shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each  
19 subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any  
20 irrevocable period hereof. Such revocation shall be affected by written notice, sent by certified or registered mail,  
21 return receipt requested to the Company and the Union within such fifteen (15) day period.

22 Job Title:

23 Signature of Employee:

24 Home Address:

25 Date:

26 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's  
27 paycheck the initiation or reinstatement fees and dues payable by the employee to the Union during the period of

1 said authorization. Deductions shall be remitted to Air Transport District Lodge 142. 9633 S 48<sup>th</sup> Street Phoenix  
2 Az 85044, Attn: DL 142 Secretary-Treasurer  
3

**ARTICLE 7- HOURS OF SERVICE**

A. Eight (8) consecutive hours, exclusive of a lunch period, shall constitute a normal day's work.

The work week begins on Friday and ends on Thursday consistent with Company's payroll schedule.

B. Forty (40) hours of work consisting of five (5) eight (8) hour days of work, or four (4) ten (10) hour days of work, scheduled consecutively within a seven (7) calendar day period, shall constitute a normal workweek. The work week begins on Friday and ends on Thursday consistent with Menzies payroll schedules. Scheduled days off shall be consecutive within each employee's workweek. It shall be the Company policy to prepare and post ten (10) days (or such lesser period as is practicable) in advance of the effective date, a work schedule which, to the extent practicable and consistent with the safe and efficient operations of the business, provides for the following:

(1) Regular days of work and regular days off each workweek for individual employees, consideration being given to senior employees in the assessment of regular days off, and;

(2) Regular shift assignments for individual employees, consideration being given to senior employees in originally making such assignments. It must be recognized that in order to meet airline schedule demands, some employees may regularly be scheduled on more than one (1) shift during a regular workweek. The practice will not be to rotate shift assignments.

The Company will make every effort to hold to a minimum (and will expect employees to do the same) changes in individual shifts and daily schedules due to absenteeism, employee turnover, flight diversions, flight cancellations, charter flights, etc.

C. Employees working on a three (3) eight (8) hour shift basis will receive a thirty (30) minute lunch period on each shift during working hours, with pay.

(1) Any shift starting at or after 5:00a.m. will be recognized as the first or day shift, and the one-half (1/2) hour lunch period will be regularly established during the fifth (5th) hour of the shift.

(2) Any shift starting after 12:00 p.m. will be known as the second shift, and the one-half (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working the second shift will be compensated with thirty-four cents (\$.34) per hour in addition to his base rate.

1           (3)     Any shift starting after 8:00 p.m. will be known as the third (3rd) shift, and the one-half  
2     (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working  
3     the third (3rd) shift will be compensated with thirty-nine cents (\$.39) per hour in addition to his base rate.

4           (4)     Any employee scheduled to work more than one (1) shift (inclusive of the third (3rd)  
5     shift), shall be compensated with forty-two (\$.42) per hour in addition to his base rate for all hours worked.

6     E.     Except on his regularly scheduled days off, no regular employee will be called to work or be  
7     required to report for work for a work shift less than eight (8) hours or pay therefore, except (1) where recalled  
8     after completing a regular shift of eight (8) hours or more, or (2) to complete a regular shift, the first portion of  
9     which was paid in accordance with the overtime procedure. Employees regularly in the service of the Company  
10    will be considered as required to report for eight (8) hours work on their regularly scheduled workdays, unless  
11    notified by the Company before the close of regular scheduled shift or sixteen (16) hours before the start of their  
12    regular shift, whichever is shorter. In instances where there will temporarily be no work because of an Act of God,  
13    or circumstances over which the Company has no control, an employee not so notified will receive four (4) hours  
14    work or pay at his regular hourly rate. In instances where there will temporarily be no work because of a work  
15    stoppage or strike, employees will be paid only for hours actually worked. In all other instances where no such  
16    notice is given, an employee will receive eight (8) hours work or pay; however, any employee called to or required  
17    to report to work on his scheduled day off will receive a minimum of four (4) hours' work or pay at the applicable  
18    rate.

19    F.     Every effort will be made to allow employees their lunch period on or about the fifth (5th) hour  
20    unless mutually agreed between an employee and a company representative.

21

22

**ARTICLE 8- OVERTIME AND HOLIDAYS**

If overtime is necessary, it will be filled with the most junior qualified person. Additionally, the Company will meet with the union to discuss methods for providing the needed employees for mandatory overtime situations. The Union and Company agree that mandatory overtime assignments are not in the best interest of either party. To maximize voluntary overtime utilization, the company must make overtime known to the employee with a minimum 90-minute notice where possible. It is also agreed that in the administration of this article the company will make good faith efforts to secure voluntary overtime before a mandatory assignment is issued. In the event mandatory overtime is necessary during irregular operations, or extreme weather events overtime will be called as deemed necessary. Mandatory Overtime Assignments will be kept on a list and rotated from junior employee to senior employee. An employee cannot be given a mandatory assignment on two (2) consecutive days.

A. Overtime rate of time and one-half will be paid for all work performed in excess of eight (8) hours in any one day if scheduled to work eight (8) hours or in excess of ten (10) hours if scheduled to work ten (10) hours, for all work performed either in advance of or after regularly scheduled hours and for the first eight (8) hours worked on one of two (2) regularly scheduled days off each workweek. Overtime work must always be approved by a supervisor before it is performed.

B. FOR NON-PROBATIONARY EMPLOYEES: Overtime rate of double (2X) time shall be paid for all hours in excess of the first eight (8) hours worked on one of the two (2) regularly scheduled days off in each workweek, for all time worked on the second regularly scheduled day off in a workweek if the first regularly scheduled day off has been worked, and for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period. For overtime purposes, the twenty-four (24) hour period shall begin with the starting time of the employees' regularly assigned shift and shall continue for twenty-four (24) hours thereafter or until the employee has been off duty at least eight (8) consecutive hours (whichever occurs later). When such off-duty hours result in loss of his regularly scheduled hours of work, the employee shall be reimbursed at his regular straight time rate of pay for such loss. Relief from duty under this paragraph shall not be considered as absorption of overtime under paragraph G of this Article.

Employees scheduled to work five (5) eight (8) hour shifts, shall receive time and one half for the first eight hours worked and double time thereafter on the sixth consecutive day worked. Employees scheduled to work five (5) eight (8) hour shifts shall receive double time for all hours worked on his or her seventh consecutive day worked.

1 Employees scheduled to work four (4) ten (10) hour shifts, shall receive time and a half for the first ten  
2 (10) hours worked and double time thereafter on the fifth and sixth consecutive day worked. Employees scheduled  
3 to work four (4) ten (10) hour shifts shall receive double time for all hours worked on his or her seventh  
4 consecutive day worked.

5 C. Notwithstanding anything to the contrary in any other provision, an employee who works only  
6 seven (7) hours as a result of a time change from standard time to daylight savings time will be given the option  
7 of going home after seven (7) hours or working another hour at straight time pay. An employee whose timecard  
8 reflects nine (9) hours work as the result of a time change from daylight savings time to standard time will be paid  
9 for eight (8) hours straight time pay and one (1) hour at the overtime rate.

10 D. Employees who have completed their probationary period will observe the following scheduled  
11 holidays to include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas  
12 Eve, Christmas Day and Juneteenth and will be eligible to take an additional three (3) personal days. Personal  
13 days are earned at the rate of one (1) for each four (4) months of service. i.e.: four (4) months – one (1) day, eight  
14 (8) months – two (2) days; twelve (12) months – Three (3) days. Upon completion of one (1) year of employment,  
15 personal days are available as of 1/1 of the following year. Employees will be allowed to use a personal day  
16 provided the employee gives three (3) days' notice, provided the request is in writing and using the Company  
17 form, of his intent to use the personal day and there are no other scheduling conflicts or emergency situations. A  
18 personal day may be used by an employee, if such use of a personal day is approved by the Company. Should any  
19 of the foregoing scheduled holidays fall on a Sunday, the day observed by the Station shall be considered as the  
20 scheduled holiday. A non-probationary employee who is required to work on any of the foregoing scheduled  
21 holidays, as observed, shall receive two and one-half (2 1/2) times his regular straight time rate (including all  
22 premium pay) for all hours worked and shall receive no additional time off. Notwithstanding any other provision  
23 hereof, the Company may schedule or call-in employees to work a shift of less than eight (8) hours on any of the  
24 foregoing scheduled holidays and in such cases the employees will receive as a minimum, four (4) hours work or  
25 pay at the applicable rate.

26

1 E. The Company will make every reasonable effort to avoid requiring employees to work on a  
2 holiday, to the extent that such holiday observances do not interfere with the service which the Company believes  
3 is required. Employees not required to work on the above-mentioned holidays will be compensated for the day at  
4 eight (8) hours at straight time rate provided:

5 The employee who works his last scheduled workday preceding the holiday, and his first scheduled workday  
6 following the holiday, except that an employee off on an excused absence for reasons beyond the employee's  
7 control, shall be excused from complying with this requirement. An illness that does not require hospitalization is  
8 not an excused absence. An employee scheduled and required to work on a holiday who does not report for work  
9 shall not receive any pay for that day.

10 F. The Company will develop and enforce local overtime procedures. When overtime is  
11 contemplated, the Company and the Union will cooperate to the fullest extent possible to ensure their  
12 effectiveness. The supervisor on duty will determine the amount of overtime required to work, and the number of  
13 employees required.

14 G. The right of the Company to require overtime work is recognized, but the Company agrees to the  
15 extent practicable, to give consideration to the desires of an employee not to work overtime.

16 H. When an employee covered by this Agreement has been relieved for the day and is recalled to  
17 work, the employee will be paid not less than three (3) hours at the overtime rate applicable for each call.

18 I. For continuous service before or after regular working hours, employees will not be required to  
19 go to work more than two (2) hours without being permitted a meal, and employees will be allowed a thirty (30)  
20 minute period in which to eat without loss of time.

21 J. There shall be no pyramiding of the overtime rates provided for in this Agreement and no  
22 employee shall receive more than double time and one-half (2-1/2) the straight time rate for any hours worked.

23 K. It is the intent of the Company to provide as much notice of overtime availability as is practical.  
24  
25



**ARTICLE 9-WAGES**

1  
2           A.     The wage rates set forth in Schedule "A" attached hereto and made a part hereof shall prevail  
3 during the term hereof, as indicated.

4           B.     No employee shall suffer any reduction in hourly rate of classification, including rates in excess  
5 of those specified in the Agreement, as a result of this Agreement and nothing in this Agreement shall be construed  
6 to prevent increases in individual rates of classifications over and above minimums specified.

7           C.     Should the regular payday fall on a holiday, the employees will be paid on the preceding day.

8           D.     Where there is a shortage equal to one or less of a day's pay, the employee will be reimbursed for  
9 such shortages in their next regular paycheck. Should there be a shortage in excess of one (1) day's pay, the  
10 employee will be reimbursed within the second business day, after notification, as long as the shortage is due to  
11 the miscalculation or omission by the Company. The employee will be responsible for their work time calculation.

12          E.     Paychecks will include a statement of all hours, wages, adjustments and deductions for the pay  
13 period.

14          F.     Employees will be paid bi-weekly, on Friday. Employees whose regular day off is on a payday,  
15 shall be given their paychecks before the end of their shift on the day before payday, if such paychecks have been  
16 received. Providing the Company changes the payroll system, the Company will consider the possibility of a  
17 weekly payroll system.

18          G.     Employees leaving the service of the Company will be paid for all time due on the next regular  
19 schedule payday (Friday). The employees agree to sign a payroll deduction authorization form, authorizing the  
20 company to make deductions for company equipment not returned.

21          H.     Any employee covered by this agreement who is required to travel by airplane for company  
22 business shall be covered with a death benefit of \$17,500.00, which shall be awarded to the beneficiary stated on  
23 the employee's insurance form.

24          I.     Automatic changes in pay rates will be effective the day they occur and will be paid retro in the  
25 following paid period.

26          J.     The Company will not require employees to use their personal automobiles in the conduct of  
27 Company business.

1           K.       The Company will not require employees to perform bargaining unit work during an FAA  
2 designated bomb scare.

3           L.       The Company shall notify the Union, in writing, the name, old rate, new rate, and amount of  
4 increase of all employees that receive a rate of pay in excess of the maximum rate of their job within five (5) days  
5 after such rate becomes effective.

6           M.       The Company agrees to inform the Local Committee Chairman and General Chair promptly of  
7 all new hires and terminations, through use of present forms, including the rate of pay. New employees will be  
8 introduced by supervision to the Local Committee Chairman promptly. The Company will notify the Union, in  
9 writing, of all employees on extended sick or injury leave and of the employee status change.

10          N.       The Company is responsible for providing a designated area for storage of toolboxes as well as  
11 providing reasonable security. Employees are expected to store their toolboxes in the designated area. The  
12 Company will make available at no cost to mechanics and technicians, insurance coverage against loss by fire or  
13 theft by break and entry of tool box and contents owned by the employee while such is on Company's premises in  
14 the designated secured area, for use in connection with employee's work, and while in transit to or while being  
15 used in connection with a field service assignment. The maximum coverage provided under such policy shall be  
16 \$6,000 per tool box and contents with a fifty-dollar (\$50.00) deductible provision, subject to a maximum of three  
17 (3) tool boxes provided the employee has completed an annual inventory and has notified the Company of any  
18 changes. Losses under the policy will be settled by the insurance Company directly with the employee, with the  
19 employee bearing the fifty-dollar (\$50.00) deductible amount. Each employee must provide the Company with an  
20 inventory of tools on an annual basis and notify the Company of any addition to or deletions from the inventory.

21

22

**ARTICLE 10-VACANCIES AND BIDDING**

1  
2           A.       A vacancy shall be any job (permanent or temporary) which cannot be filled through an  
3 application of the seniority provision of this Agreement providing for the restoration of forces. A temporary  
4 vacancy will be defined as less than thirty (30) days in duration.

5           B.       A temporary job shall be filled in accordance with seniority within the respective group insofar  
6 as practical. In the event temporary assignment of work is necessary within a classification to fill a temporary  
7 vacancy not involving a temporary promotion from a lower to a higher classification, the assignment will be  
8 made in the reverse order of seniority insofar as practical and after such assignment, the employee so assigned  
9 shall be returned to former job and status. When employees are temporarily transferred from their regular work to  
10 work of another classification, they shall receive their regular rate or the proper rate of the classification,  
11 whichever is higher, with a minimum of two (2) hours. It is recognized that this provision shall not be applied to  
12 create regular appointments of temporary leads or inspectors.

13           C.       Vacancies of more than thirty (30) days duration shall be bulletined through the company's  
14 internal application system for a period of five (5) days, provided, however, that the Company shall have the right  
15 to temporarily fill any such vacancies during such five (5) day period. Each bulletin shall state the approximate  
16 duration of job, number of jobs to be filled, type and class of each job, the department, the basic rate of pay and/or  
17 premium rate for the job, and the date the successful bidder is to report. An employee bidding more than one  
18 vacancy shall list his order of preference. The selection of the successful bidder shall be by seniority plus ability  
19 to do the essential functions of the job, satisfactorily perform the work and meet attendance standards. A  
20 successful bidder shall hold the job to which assigned for a period of ninety (90) days as a trial period. This training  
21 period will involve flexible scheduling through multiple shifts and is not subject to the bid process. In the event  
22 the job is not as described or the employee did not demonstrate his ability to hold the job, he may be returned to  
23 his former job and status. Notices indicating successful bidders must be posted within three (3) days after the  
24 closing date of bid. An employee who revokes a bid after having been awarded the job, shall not be eligible to bid  
25 on an opening in the same job for a period of six (6) months.

26           D.       In the event a vacancy in the classification covered by this Agreement exists in any department  
27 and no qualified employee bids, the Company may hire a new employee into the classification or department or

1 shall have the right to select to fill such position with any qualified employee willing to accept such transfer. In  
2 the event no qualified employee is willing to accept the transfer, the Company may assign the least senior qualified  
3 employee.

4 E. In the event an employee is not selected as a successful bidder for a permanent job as bulletined  
5 because the Company has determined that the employee is unable to perform the required work of the job in a  
6 satisfactory manner, such employee may request a review of his qualifications. Such reviews shall be made by a  
7 committee of four (4), two (2) selected by the Company and two (2) selected by the Union. This committee may  
8 establish rules governing their procedure consistent with the provisions of this Agreement. The employee will  
9 make his request known, in writing, not more than three (3) days after the successful bidders are announced. The  
10 committee will have (5) days in which to complete and issue its findings of their review, after receiving the  
11 employee's written request, and so inform the Company and the Union whether or not the employee is qualified  
12 for the job the employee is seeking. If the employee is found qualified, the Company will be obligated to place  
13 the employee on the job with seniority as of the date specified. If the committee finds the employee not qualified,  
14 the determination is final and binding. If the committee cannot reach a majority decision, a grievance may be filed  
15 omitting the verbal discussion steps of the grievance procedure.

16 F. All bids will be made in two (2) written copies, one (1) each to be furnished to the Company and  
17 one (1) to the Local Chairman.

18

19

**ARTICLE 11-GRIEVANCE PROCEDURE**

A. For the purpose of this Agreement, the term "Grievance" means any dispute between the Company and the Union, or between the Company and any employee, concerning the effect, interpretation, application, claim of breach or violation of this Agreement.

B. Representation.

(1) Representation for presentation and adjustment of disputes or grievances that may arise under this Agreement shall be:

(a) The Union will be represented by properly designated stewards, one for each department or section thereof. In addition, the Union will be represented by a Local Union Committee of not more than three (3) members, one (1) of whom will be designated as Local Committee Chair. Where there is more than one (1) location in a defined area, separate stewards may be designated.

(b) The Union will be further represented by an accredited representative of the International Union for dealing with the Vice President of the Company, or his designee.

(c) The Company will be represented at Chicago-O'Hare International Airport by authorized officials who will be empowered to settle grievances or disputes.

(d) Accredited representatives of the Union will have access to the premises and the offices of the Company during working hours by appointment.

(e) It is agreed that the Company and Union will make every effort to keep to a minimum the actual time spent in disposing of disputes or grievances.

(f) When the stewards or committeemen are required to leave their work for the purpose of investigating, presenting and adjusting grievances, they will first notify their immediate supervisor or other responsible supervisor, before leaving their work and will again report to him upon their return. It is understood that grievances will not be processed in the presence of customers.

C. Individual grievances must be filed promptly after cause giving rise to the grievance is evident, and no individual grievance will be valid if not filed within ten (10) workdays of the date the employee knew, or

1 could reasonably be expected to have known, of the grievance. The procedure for presentation and adjustment of  
2 disputes, complaints or grievances that may arise between the Company and the Union with reference to  
3 interpretation or application of any provisions of this Agreement shall be:

4 **Step 1:** The grievance shall be taken up by the Shop Steward, or, in the case of a department or  
5 section thereof for which there is no steward, a committeeman, the aggrieved party and the supervisor of  
6 the department involved. The foreman shall give his answer to the grievance to the Shop Steward and/or  
7 Committeeman within three (3) days following its discussion in this Step.

8 **Step 2:** If the grievance is not satisfactorily settled in Step I, the grievance shall be entered using  
9 the District 142 electronic GMP (Grievance Management Program) or reduced in writing on a form  
10 identical to Schedule "B", signed by the aggrieved employee(s), and may be referred by the Local Union  
11 Committee to the Department Manager or his designated representative. The appeal must be made in  
12 writing within five (5) workdays after the Step I decision and the actual appeal must be presented at a  
13 hearing within seven (7) workdays from the date of appeal to Step 2. A written decision will be rendered  
14 by the Company within four (4) workdays after adjournment of the hearing.

15 **Step 3:** If the grievance is not satisfactorily settled in the preceding steps, the Union's President-  
16 General Chair, or his General Chair, or his designee, may refer the matter to the Company's Vice President  
17 or his designee. The notice of intent to appeal the matter to Step 3 must be made in writing within ten (10)  
18 workdays after the Step 2 decision. The Vice President or his designee will meet with the Union's  
19 President--General Chair, or his designee, at the earliest possible time, but not later than ten (10) workdays  
20 after receipt by the Vice President, and endeavor to reach a settlement of the issues involved in the matter  
21 appealed. If unable to resolve the issue, the Company shall issue a written decision setting forth its position  
22 on the issue(s). In no event shall such a written decision be issued later than five (5) workdays from the  
23 date of the meeting.

24 **Step 4:** In the event the grievance is not satisfactorily settled in the preceding steps of the  
25 procedure, the Union shall notify the Company in writing within ten (10) days following the date of the  
26 Company's answer in Step 3, of its desire to process the grievance to arbitration in accordance with the  
27 provisions of this Agreement. Notwithstanding the provisions set forth in the preceding portion of this

1 paragraph C, it is agreed that grievances involving a discharge or disciplinary suspension shall be  
2 presented, in writing, in Step 2 of the grievance procedure within ten (10) days following the occurrence  
3 of the event giving rise to the grievance. Grievances which are not presented within the applicable time  
4 limit shall be considered withdrawn. In the event the Company fails to give an answer within the  
5 applicable time, the grievance will automatically progress to the next step of the grievance procedure. It  
6 is understood and agreed that any of the time limits set forth in the grievance procedure may be extended  
7 by written agreement between the Company and the Union.

8 D. Either party to this Agreement shall be permitted to call employee witnesses at each and every  
9 step of the grievance procedure. The Company, upon demand, will produce payroll and other records of the  
10 specific employee for the purpose of substantiating the contentions or claims of the parties, well in advance of the  
11 formal proceedings of the grievance procedure.

12 E. Necessary hearings and investigations shall, insofar as possible, be conducted during regular  
13 business hours and all stewards, local committeemen and witnesses necessary for a proper hearing or investigation,  
14 will be compensated at straight time rate for time spent attending such hearing or investigation. No employee shall  
15 suffer any loss of regularly scheduled time for attendance at any hearing or investigation.

16 F. Probationary employees shall not have recourse to the grievance procedure in the event of  
17 discharge or suspension within the probationary period. No employee who has completed his probationary period  
18 shall be discharged or placed on disciplinary layoff nor disciplined without a fair hearing before a designated  
19 representative of the Company, other than the one bringing the complaint against the employee. Suspension from  
20 the service of the Company pending the hearing, which shall be prompt, shall not be deemed a violation of this  
21 rule. At a reasonable time prior to the hearing, such employee and his duly authorized representative will be  
22 apprised, in writing, of the precise charge and give a reasonable opportunity to secure the presence of necessary  
23 witnesses. A written decision will be issued within five (5) workdays after the close of such hearing. If the decision  
24 is not satisfactory, then appeal may be made in accordance with Step 3 of the grievance procedure.

25 The Local Committee Chair or his designee will be notified immediately of such discharge or disciplinary  
26 layoff. If no one has been designated for a shift on which such should occur, such notification will be made when  
27 the Chair or designee is available.

1           G.       If it is found that an employee has been unjustly suspended or dismissed from the service, such  
2 employee will be reinstated with his seniority rights unimpaired, and his service record cleared.

3           H.       The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive  
4 method of determination, decision, adjustment or settlement between the parties of any and all grievances  
5 as herein described, and the grievance procedure and arbitration provided herein shall constitute the sole  
6 and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or  
7 settlement of any and all grievances as herein defined.

8           I.       It is agreed and understood that arbitration is a continuation and a part of the grievance procedure.  
9  
10



**ARTICLE 12-ARBITRATION**

1  
2           A.       In the event the Union or the Company submits a grievance to arbitration, in accordance with the  
3 arbitration provisions of Article 11, the Arbitration Board shall be selected according to, and shall be governed by,  
4 the following procedure. The Board of Arbitration shall consist of three (3) members; one (1) appointed by the  
5 Union, one (1) appointed by the Company and (1) selected by the parties from a standing panel of three (3)  
6 impartial referees. The parties shall meet within fifteen (15) days after the Company's Step 3 decision, and each  
7 side (Union and Company) shall then strike one (1) name each; the remaining name shall be the third member and  
8 Chairman of the Arbitration Board. The dispute or grievance shall be presented to the Board of Arbitration, and  
9 the decision of the majority of such members shall be final and binding upon the parties to this Agreement, and  
10 shall be complied with within five (5) working days after decision is rendered.

11           It is understood and agreed that the Board of Arbitration shall have jurisdiction and authority only to  
12 interpret, apply or determine compliance with the provisions of this Agreement. The Board shall have no power  
13 to add to, detract from or to alter in any way the provisions of this Agreement. Notwithstanding any other  
14 provisions of this Article, and only in cases of grievances involving Article XIII, either party may invoke the  
15 arbitration procedure upon twenty-four (24) hours written notice. The parties shall waive the tripartite Board of  
16 Arbitration and meet within three (3) hours to select an impartial arbitrator from the list of permanent arbitrators.  
17 The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than twenty-four  
18 (24) hours after receipt of notice. The arbitrator shall render a decision within three (3) hours of the close of the  
19 hearing. No continuance of the hearing may be allowed without the consent of both parties. Failure of a party to  
20 appear shall not prevent the issuance of an award. The sole issue shall be whether the no strike, no lockout  
21 provisions have been violated. In the event the arbitrator finds that the activities of either employees, the Union  
22 or the Company, or any or all of them, are in violation of the no- strike/no-lockout provisions of this Agreement,  
23 or threaten violations thereof, he shall, as part of his decision, specifically order that all normal operations be  
24 resumed at once and that any offender cease and desist from any then current, continued or prospective violations  
25 of the no-strike/no-lockout provisions of this Agreement. The award shall be final and binding upon the parties to  
26 this Agreement and shall be complied with at once.



**ARTICLE 14-GENERAL AND MISCELLANEOUS**

1  
2           A.       Should there be any change during the life of this Agreement in license requirements, all  
3 employees affected shall be given the length of time required by the governmental body demanding the license to  
4 obtain such license without change in status or pay. Any qualified employee, upon request, shall be furnished with  
5 a certificate of eligibility by the Company for presentation to the proper government agency for procuring FAA  
6 or FCC license.

7           B.       Any employee leaving the service of the Company will, upon written request from the employee  
8 to the Company, be furnished with a letter setting forth the individual qualifications (date of hire, classification,  
9 length of service and rate of pay.

10          C.       If new equipment is put into service by the Company, affected employees shall be given every  
11 opportunity to become familiar with the new equipment without change of classification or rate.

12          D.       Except in the servicing of flights, no work shall be performed out of doors during inclement  
13 weather when shelter is reasonably available.

14          E.       All orders or notices to an employee under this Agreement involving a change in assignment,  
15 promotion, demotion, furlough and leave of absence, schedule changes, discharge or disciplinary action,  
16 shall be given in writing, a copy of which shall be given to the Local Committee Chairman.

17          F.       Non-bargaining unit employees, including supervisory employees not covered by this Agreement,  
18 shall not perform bargaining unit work which will result in a covered employee losing regular or overtime pay,  
19 except when training or instructing covered employees, or in case of an emergency. It is agreed that the protection  
20 of Company and customer property against the elements may be considered an emergency.

21          G.       Locked bulletin boards will be provided by the Company at locations mutually agreed upon,  
22 marked "International Association of Machinists and Aerospace Workers," for posting of notices.

23          H.       New employees shall be introduced to the Shop Steward on the first day of work.

24          I.       Each employee covered by this Agreement will be furnished with a copy of this Agreement,  
25 printed by Menzies no later than sixty (60) days after ratification.

26          J.       In the event of a death in his immediate family (parents, sister, brother, spouse, child, mother-in-  
27 law, father-in-law and grandparents) a covered employee will be allowed up to four (4) days absence from work

1 without loss of straight time pay. Satisfactory proof of eligibility for time off will be furnished upon request by  
2 the Company. Use of bereavement time is reserved for preparation of and or attendance to funeral or burial  
3 proceedings. Additional necessary time off without pay may be granted by request of the employee. Such  
4 permission will not be unreasonable withheld, but in no event shall a request for this purpose exceed an additional  
5 five (5) working days. Reasonable advance notice of such absences must be given and satisfactory confirmation  
6 provided when requested by the Employer.

7 K. In the event a covered employee is called for and serves as a juror, the employee will be paid the  
8 difference between his straight time earnings at the ~~time the employee was called~~ and the amount he receives for  
9 such service for each day he is absent from work as a result of his call, up to a maximum of five (5) days forty (40  
10 hours), in any calendar week. Payment by the Company shall be conditioned upon the employee providing a  
11 certified court document setting forth the dates of service as a juror.

12 L. Except in situations involving harassment, employees who do not receive a disciplinary warning  
13 for twelve (12) months from the date of their last disciplinary offense, shall not have prior discipline considered  
14 should they commit any other disciplinary offense.

15 M. The Company will provide free parking to all employees.

16 N. Employee members of the Union negotiating committee, up to a maximum of three (3), shall be  
17 reimbursed for straight time hours of working opportunity lost as a result of attending contract negotiating sessions  
18 with the Company.

19 O. Each employee shall be responsible for maintaining his assigned vehicle and report any damage  
20 to such vehicle upon starting his normal shift.

21 P. If a CDL license becomes a requirement of your position, the Company will pay for the training  
22 necessary to obtain the licensing and an additional \$1.00 per hour for such license.

23 Q. A safety shoe program will be offered to all non-probationary employees one (1) time per year at  
24 a shared cost of fifty percent (50%) by the Company and fifty percent (50%) by the employee whereas the  
25 employee portion will be handled through payroll deduction.

26 R. Ask a Nurse Program for on-the-job injuries – Any and all on the job injuries that are not an  
27 emergency, or which do not require eminent medical attention, the affected employee will participate in the

1 Company's "Priority Care 365/Ask A Nurse Program." The Union and the Company agree that this program  
2 evaluates the emergency situation, provides immediate treatment information, provides self-care information for  
3 the affected worker, provides follow up care and aid if needed and increase worker satisfaction. Once an employee  
4 reports an injury that is not an emergency or which does not require eminent medical attention to their  
5 Manager/Supervisor and the employee requires first aid as defined by OSHA 29 of CFR 1904.7 and then no further  
6 care is requested, there is no requirement to call the PC 354 Nurse. The Employee will then need to utilize the  
7 Medical Refusal Form. If the employee needs or requests medical care, their Manager/Supervisor will contact Ask  
8 a Nurse at 1-800-665-0836. The Employee is required to speak with the Nurse. The Nurse will complete an initial  
9 medical assessment and derive at a disposition, self-care, or medical care for the employee.

10 S. Both Union and Company agree to comply with Menzies Aviation Equal Employment Opportunity  
11 (EEO) and Affirmative Action Policy.

12 T. Grooming Standards. When the Company provides uniforms and personal protective equipment (PPE)  
13 for use during the scheduled work shift, they must be worn in their entirety, without substitution of personal  
14 clothing or articles and in accordance with the Company's uniform policy. All uniforms and personal protective  
15 equipment will remain the property of the Company. It is the employee's responsibility to see that they are kept  
16 neat, clean and in good condition. Employees will be expected to reimburse the Company for their loss or abuse  
17 and agree to allow the Company to make payroll deductions.

18 U. Both Union and Company agree to comply with the Company's social media policy. Employees are  
19 prohibited from posting videos made at any Menzies Aviation location or airport on sites such as YouTube.  
20 Employees are prohibited from posting photographs which include the Menzies Aviation logo or Menzies Aviation  
21 uniforms; unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf  
22 of Menzies Aviation; Employees may not publicly discuss clients, passengers, products, whether confidential or  
23 not, outside company-authorized communications. Employees are expected to protect the privacy of Menzies  
24 Aviation and its employees and clients and are prohibited from disclosing personal employee and nonemployee  
25 information and any other proprietary and nonpublic information to which employees have access. Such  
26 information includes but is not limited to traveler or customer information, trade secrets, financial information  
27 and strategic business plans.

- 1           V. DAY TRADES: The Employer agrees during the full term of this Agreement to offer shift trading to  
2 eligible employees after ninety (90) days of employment and in good standing provided request is made with at  
3 least seven (7) days' notice (notice requirement may be waived in emergency situations where prior notice of need  
4 for shift trade is not known). Shift trading shall be administered in accordance with the following guidelines:
- 5 a. Trade must take place in the same pay week only (Friday – Thursday).
  - 6 b. Individuals who traded for the day off are not to work during the day of the trade.
  - 7 c. No trade will be approved that would create overtime.
  - 8 d. Trades will only be approved by the supervisor and manager working the day and time of trade.
  - 9 e. Both employees must have a proper uniform, keys, etc. needed to work that position.
  - 10 f. Both parties must agree to the trade prior to approval by the Employer.
  - 11 g. Once trade has been approved, the shift becomes assigned for the purpose of the Attendance Policy.

12           Employees who fail to meet the aforementioned requirements will be subject to disciplinary action up to  
13 and including revocation of shift trading privileges.

14           W. The Union acknowledges the Company as a federal contractor or subcontractor subject to the  
15 requirements of the Executive Order 11246, as amended, the Vietnam Era Veterans Readjustment Assistance Act  
16 (VEVRAA) of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended. As part of the  
17 Company's affirmative action obligations, the Company is bound by the terms of the Executive Order, VEVRAA  
18 and Section 503 and shall not discriminate against persons as to their race, color, religion, national origin, sex,  
19 sexual orientation, gender identity, veteran status, nor individuals with disabilities.

20           X. The Company will endeavor to receive travel passes from there Airline Partners for all Employees  
21  
22

**ARTICLE 15-SICK LEAVE**

A. Employees will be credited with one-half (1/2) day of sick leave for each month worked during their first six (6) months of employment and one (1) full day for each month worked during their second six (6) months of employment. After the completion of one (1) year of work, an employee will have a total of nine (9) full days of sick leave credit and will continue to accrue one (1) day of sick leave credit for each month worked, up to a maximum of one hundred thirty (130) days. For this purpose, time on vacation shall be considered as time worked.

B. After one (1) year of employment, non-occupational sick leave with pay in case of actual sickness will be granted on the basis specified below, up to a number of days to the credit of the employee at the time.

1. In cases where the employee's absence from work is due to an injury or hospitalization, sick leave pay will commence on the first (1st) day of such absence.

2. In cases where the employee's absence from work is due to sickness which does not result in hospitalization, sick leave pay will not commence until after the second (2nd) day of such absence.

3. In cases where an employee has accumulated thirty (30) days sick leave, where the employee's absence from work is due to sickness, or industrial illness or injury, such sick leave pay will commence on the first (1st) day of such absence.

Once an employee accrues one hundred thirty (130) days of sick leave which the employee shall be able to use as heretofore, the employee shall no longer accrue any sick leave but shall earn an attendance bonus under the below plan herewith adopted in lieu of sick days.

Such employee shall have the opportunity to earn an attendance bonus of three (3) days pay (each quarter - 13-week period) based on his individual work attendance record. At the discretion of the Company, if requested by the employee, one (1) bonus day may be taken as time off; otherwise, the three (3) bonus days will be paid out. To qualify, each employee must report for work and complete his normally scheduled work shift every day during each calendar quarter. No excuses for absence shall be accepted other than absence due to:

- a. Jury duty.
- b. Bereavement leave.

1 c. Hospitalization for more than twenty-four (24) hours.

2 d. Union business.

3 The Union agrees that the Employer has the right to investigate any of the above conditions. Any false  
4 claims shall be considered just cause for discharge.

5 More than two (2) instances of lateness in any quarter shall disqualify an employee from the attendance  
6 bonus herein for the quarter, unless prohibited by state or federal law. An excused absence by the Employer shall  
7 not affect this eligibility. The attendance bonus is for the sole purpose of rewarding and encouraging employees  
8 to meet their work schedule and is not to be construed as condoning unexcused or excessive absences.

9 Employees hired prior to January 15, 1999 must accrue one hundred (100) sick days prior to becoming  
10 eligible to participate in the attendance bonus program, however, once the employee has reached one hundred  
11 thirty (130) days, the one hundred thirty (130) day minimum will apply.

12 4. When such sick leave is granted, the number of days paid will be charged against the  
13 number of days credited to an employee, and thereafter one (1) day for each month of continuous service  
14 shall again be credited to the employee until the total credit again reaches one hundred and thirty (130)  
15 days.

16 C. Employees will be required to request payment for non-occupational sick leave in writing not  
17 later than the pay period following their return to service, on a form to be provided by the Company. Such sick  
18 leave with pay will be granted only in cases of actual sickness. The Company may require a doctor's certificate  
19 before paying any request for sick leave.

20 D. All credit for non-occupational sick leave will be canceled if employment ceases for any purpose,  
21 and no payment for accumulated sick leave credit will be made at any time. No credit will be given for non-  
22 occupational sick leave purposes while an employee is on leave of absence.

23 E. When it is necessary for an employee to be absent from work because of occupational injury he  
24 will be covered by the State laws of Illinois in regard to being compensated for those days off due to such  
25 occupational injury. In the event the employee needs an advance until such payments have been processed by the  
26 Company's insurance carrier, the Company will advance the employee an amount equal to the eligible weekly  
27 benefit. An advance will be approved upon proper doctor's certification and will be granted up to a maximum of



1 four (4) weekly payments and to cease once payments are being made by the carrier. It is the responsibility of the  
2 employee to pay back such advances once payments start and failure to do so will result in either vacation or sick  
3 leave being reduced by the advanced amount at separation of employment. If an employee has no vacation or sick  
4 leave available, the advanced amount will be deducted from his regular earnings upon his return to work.

5 F. An employee who suffers an injury arising out of and in the course of his employment shall not  
6 lose pay for his regularly scheduled hours on the day of such injury by reason of taking time off to receive medical  
7 attention or being ordered not to return to work by the doctor in attendance.

8 G. An employee who has twenty (20) years of service with the Company and retires or resigns will  
9 receive payment for sixty percent (60%) of his accumulated sick leave.

10 H. All employees calling off from work will do so one (1) hour in advance of their start time, if  
11 reasonably possible. The Company shall not grant any pay to employees who reports off less than Two (2) hours  
12 in advance of their start time. Documentation on extenuating circumstances may be considered. Bring over from  
13 other book

14 I. Employees covered under this agreement explicitly waive their rights under  
15 the Cook County Paid Lead Ordinance and Illinois Paid Leave for All Workers Act. The current CBA will  
16 supersede the Cook County Paid Lead Ordinance and Illinois Paid Leave for All Workers Act. Employees will be  
17 able to utilize sick time in cases where they are (receiving medical care, or the victim of domestic violence or  
18 stalking, or a public health emergency closes work, school or daycare). The employer may request that the  
19 employee provide supporting documentation.

20

21

**ARTICLE 16-INSURANCE BENEFITS**

1  
2           A. During the term of this agreement and in accordance with the Summary Plan Description, the Company  
3 will provide a medical/dental plan for all full-time employees and their dependents who have met the eligibility  
4 requirements as defined by the plan provided all necessary paperwork has been submitted with the applicable time  
5 frame. Participants will be required to contribute to the cost of benefits at the same level as corporate wide  
6 participants with the following exceptions noted below. Contributions are subject to change as company rates  
7 change. All employees will contribute to the cost of benefits at the same level as corporate wide participants.

8           B. Life insurance and Accidental Death & Dismemberment shall be \$39,000.

9           C. The Company will offer the Company Standard Vision and Dental Programs.

10           D. Educational Assistance Package The Company shall make available the Company educational  
11 reimbursement package in accordance with the Company's Educational Assistance Policy. This program may be  
12 modified or discontinued by the Company at any time and shall not be subject to the Grievance procedure.

13           E. Short Term Disability

14 In accordance with the Summary Plan Description, all active FT employees who have met the eligibility  
15 requirements as defined by the Plan may be eligible under the short term disability program for compensation for  
16 absences resulting from non-occupational injury or illness. The maximum weekly benefit of two hundred-fifty  
17 dollars (\$250.00) after meeting the fourteen (14) day waiting period. Employees may elect to use sick time as a  
18 supplement while receiving short term disability compensation. Payments may not exceed twenty-six (26) weeks  
19 of combined sick and short-term disability or exceed overall length of employment. If sick time remains after the  
20 twenty-six (26) week period, the employee continues to use their sick time. This benefit will cease upon separation  
21 from the Company.

22           F. All active Full-Time employees who have met the eligibility requirements defined in the  
23 Summary Plan Description will be considered eligible for additional employee paid optional benefits.

24           G. Should eligibility changes be mandated by the Health Care Reform Law, aka, the Affordable Care  
25 Act, or state law relative to eligibility requirements, levels of coverage or premiums; the law will govern. The  
26 Company and the union agree to automatic changes in the eligibility definition unless said changes result in a  
27 change in the premiums or cost to comply with the Affordable Care Act's requirements.

**ARTICLE 17-VACATIONS**

A. Employees will be eligible for annual paid vacation in accordance with the chart below.

Completed years of service Vacation allowance in hours

Completed years of service	Vacation allowance in hours	
0		Prorated based on start date
1	40 hours	From the date of ratification of this CBA, current employees retain 80 hours vacation
0	Prorated	Based on start date
1	40 Hours	From the date of ratification of this CBA, current employees retain 80 hours vacation
2	80 hours	
6	88 hours	
7	120 hours	
12	160 hours	
15	200 hours	
23	240 hours	

B. Holidays recognized by this Agreement at the beginning or end of a vacation period will not be considered as part of the vacation. Holidays falling within a vacation period will be taken by extending the vacation period one (1) day for each such holiday. Current year vacations extended into the following year by a holiday will be paid as the current year, finishing out the bid vacation period.

C. The calendar year (January 1 through December 31) will be used in computing vacation eligibility.

Full-time employees starting work prior to the 16th day of the month will accrue vacation time from the first day of the month in which they were employed. Employees starting on the 16th day of the month or later will begin to accrue vacation time from the first of the following month. Employee separating from the company prior to the 16th day of a month who meet the criterion for receiving vacation, will not accrue said month. Employees separating on the 16th day of the month or later, who qualify for receiving vacation will accrue for said month.

Employees shall earn vacation from their first date of employment. After successfully passing their probationary period, an employee will be eligible to use a prorated amount of vacation based on their start date. The

1 calculation will be based on the date of hire through 12/31/ of the year of hire. For example: date of hire  
2 7/1/2023, 10/1/2023 the employee will have 20 hours available to request to use for vacation. As of January 1st,  
3 of the year following the date of hire employees will be eligible to use 40 hours of vacation throughout the year.

4 Employees reaching the next tier in the vacation schedule will be awarded that tier as of 1/1 and will not  
5 have to wait until their anniversary date to receive it.

6 D. Compensation for the vacation period shall be computed at the employee's base rate (including  
7 shift differential and longevity pay) in effect at the time the vacation is taken.

8 E. Leave of absence of thirty (30) days or less, sickness or injury on the job, shall not be considered  
9 as interruption of continuous service.

10 F. A regular full time employee who has acquired one (1) full year or more of continuous service  
11 and who is thereafter separated from the Company's employ for any reason other than confiscation of Company  
12 property or funds or who quits without giving at least ten (10) workdays notice unless extenuating circumstances  
13 prevail, and working as scheduled during such period, shall be entitled, upon such separation, to receive payment  
14 for all vacation credit fully earned but not taken. Should an employee be re-employed after receiving vacation pay  
15 in accordance with the foregoing when separated from the Company, he will become eligible for his next vacation  
16 after the employee-has accrued another year of continuous service from the date of his re-employment. A regular  
17 full-time employee who has acquired one (1) full year or more of continuous service and who is thereafter laid off,  
18 shall be entitled at the time of such layoff, to receive payment for all vacation credit fully earned but not taken if  
19 the employee-so requests.

20 G. Each year on or before the second Monday in November the Company shall make available to  
21 the Union the vacation bid scheduled for the following year. At minimum one (1) person will be allowed off on  
22 vacation each week, subject to the operational needs. At the time of the bid, the employee will receive written  
23 approval of the time off and will not be cancelled by the Company once approved.

24 H. Vacation time is not cumulative except when an employee has been specifically requested by the  
25 Company in writing to postpone their vacation. Otherwise, if not taken within the calendar year after vacation is  
26 earned, the vacation is forfeited.

1           I.       Vacation relief positions of the day and afternoon shift will be posted as part of the normal bidding  
2 process. Employees who bid such position will work all vacation shifts during that period once their days off will  
3 be those day assigned to the individual, they are replacing for that vacation period.

4

**ARTICLE 18-SAFETY AND HEALTH**

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2           A.       The Company shall furnish and maintain safe and healthful sanitary conditions, including proper  
3 first aid kits, off premises medical attention as may be necessary, clean and adequate locker accommodations,  
4 washing facilities, lunchrooms and toilets. All employees using these facilities will be expected to cooperate in  
5 keeping them in a neat and orderly condition.

6           B.       Any unsafe or unsanitary working conditions will be reported to the Safety Committee member,  
7 the employee's Supervisor or the General Manager. In cases where the situation is severe and/or imminent, the  
8 General Manager must be notified immediately. Prompt investigative action will be taken.

9           C.       Proper and modern safety devices shall be provided for all employees working on hazardous or  
10 unsanitary work; such devices shall be supplied by the Company. When available, the employee will be expected  
11 to use them.

12          D.       The Company will furnish, at no cost to the employees, rain suits, parka, and spring jackets,  
13 including liners. The laundering of the above to be furnished and paid for by the Company.

14          E.       The Company will furnish rubber boots and rubber gloves where required by the work involved  
15 and will also furnish sound suppressors as required by the work involved.

16          F.       Whenever the Company shall require a standard overall or work uniform, it will be furnished and  
17 maintained by the Company.

18          G.       No employee will be discharged or suspended for refusing to work on a job that is not reasonably  
19 safe and sanitary, or which might endanger his health.

20          H.       A Safety Committee composed of two (2) employees and two (2) Company representatives will  
21 meet regularly once each month for the purpose of reviewing the Safety Program and to consider recommendations  
22 for improving the Safety Program, which it may submit to the General Manager. Monthly meetings are to be held  
23 unless it is mutually agreed to cancel them.

24               By mutual agreement, the committee may be called together to investigate specific safety conditions.  
25 Employee representatives will not suffer a loss of regular straight time hourly earnings by reason of attendance at  
26 Safety Committee meetings.

1           The Safety Committee shall encourage the observations and enforcement of safety rules and the  
2 furtherance of the safety program. The Union representative assigned to service the Agreement as well as the  
3 General Manager of the Company, may participate in the Safety Committee meetings and inspections.

4           The Safety Committee shall make an inspection at least once a month of all equipment and facilities to  
5 observe safety and sanitary conditions.

6           The Company will designate one (1) of the Company members of the Safety Committee as Safety  
7 Supervisor. His responsibility will include investigating questions regarding safety brought to his attention by  
8 Union members of the Safety Committee and to advise such Union members of his findings and action taken.  
9 Safety rules will be established by the Company and reviewed with the Safety Committee prior to posting or  
10 distributing to employees.

11           I.       The Company and the Union agree to follow the Company's Drug and Alcohol policy in  
12 accordance with Federal and State law.

13

14

1 **ARTICLE 19-RIGHTS OF MANAGEMENT**

2 A. The management of the shop and direction of the working force, including the right to hire,  
3 promote, suspend or discharge for just cause, to assign jobs, to transfer employees within the shop, to increase and  
4 to decrease the working force, to determine craft and products to be handled, produced or manufactured, to create  
5 new departments and close existing departments, to establish schedules of production and the methods, processes  
6 and means of production or handling, and to promulgate reasonable safety rules is vested exclusively in the  
7 Company, provided this will not be used for the purposes of discrimination against any employee or to avoid any  
8 of the provisions of this Agreement.

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**ARTICLE 20-LEAVES OF ABSENCE**

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2           A.       Where a justifiable reason exists and subject to the needs of the business, an employee may be  
3 granted a thirty (30) day leave of absence for personal reasons. Employees must submit requests in writing and  
4 will need to notify the Company of the request with as much notice as possible.

5           B.       Employees accepting full time employment with the Union as representatives of the employees  
6 covered by this Agreement shall be granted an indefinite leave of absence by the Company. An employee on leave  
7 of absence for this purpose shall retain and continue to accrue seniority.

8           C.       Employees covered under this Agreement shall be granted time off without pay to attend to Union  
9 business, Union conferences and international conventions or other legitimate Union function, but to include no  
10 more than five (5) employees. Such request shall be made in writing, by the accredited full-time IAM  
11 representative assigned to service the Agreement, or from the Recording Secretary of the Local Lodge.

12           D.       The re-employment and seniority status of any covered employee who, while in the active service  
13 of the Company, enters the Armed Services of the United States, shall be governed by the provisions of the  
14 Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, or other applicable  
15 legislative enactment.

16           E.       The Company and the Union agree to follow the Company's Family and Medical Leave Act  
17 policy in accordance with Federal and State law.

18           F.       The Company and Union agree to follow the Company's USERRA policy in accordance with  
19 Federal and State law. The Re-employment and seniority status of any covered employee who, while in the active  
20 service of the Company, enters the Armed Services of the United States, shall be governed by the provisions of  
21 the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended, or other applicable  
22 legislative entitlement.

**ARTICLE 21-ALTERATION OF AGREEMENT**

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A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 22-SAVINGS CLAUSE**

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A. In the event any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect for the term thereof.

**ARTICLE 23-PENSION PLAN**

A. The Pension Plan covering the employees covered by this Agreement shall provide the following benefit levels for all employees who meet the eligibility requirements of the Plan:

(1) For all service from date of hire through November 30, 1987 - ten dollars (\$10.00) per month per year of service.

(2) For all service from December 1, 1982 through November 30, 1984 -twelve dollars (\$12.00) per month per year of service.

(3) For all service after December I, 1987 through November 20, 1987 -fourteen dollars (\$14.00) per month per year of service.

(4) For all service after December I, 1987 through November 30, 1988 - fifteen dollars (\$15.00) per month per year of service.

(5) For all service after December I, 1988- sixteen dollars (\$16.00) per month per year of service.

(6) For all service after December I, 1990- eighteen dollars (\$18.00) per month per year of service.

(7) For all service after December 1, 1991 -twenty dollars (\$20.00) per month per year of service.

(8) For all service after December 1, 1993 -twenty-four dollars (\$24.00) per month per year of service.

B. Effective July I, 1996, the Company will provide the standard employer 401(K) Plan and freeze the current pension plan as of the date of the implementation of the 40 I (K).

1 **ARTICLE 24-MACHINISTS NON-PARTISAN POLITICAL LEAGUE**

2  
3 The Company hereby agrees to honor contribution deduction authorization from its employees who are  
4 Union members, in the following form:

5 I, \_\_\_\_\_, Social Security No. \_\_\_\_\_ hereby authorize and  
6 direct MENZIES AVIATION to deduct monthly from my wages the sum of \$ \_\_\_\_\_, and forward this  
7 amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 1300 Connecticut Avenue,  
8 N.W., Washington, D.C., 20036. I hereby authorize that the above amount be deducted each month from my  
9 second paycheck for the month.

10 I have executed this wage deduction authorization voluntarily, without any coercion, duress or  
11 intimidation, and none of the monies deducted are a part of my dues or membership fees to the Local Union. This  
12 authorization and the making of payments to the MNPL are not conditions of membership in the Union or  
13 employment with the Company, and I understand that the money will be used by MNPL to make contributions  
14 and expenditures in connection with federal elections.

15 DATE: \_\_\_\_\_

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

**ARTICLE 25-DURATION**

This Agreement shall become effective January 15, 2023 and shall remain in effect through January 14, 2026, and thereafter until either party serves a sixty (60) day written notice specifying a desire to modify or terminate this Agreement.

Within fifteen (15) days of the receipt of such notice to modify or terminate, the Union and Company shall commence negotiations, unless it is mutually agreed to extend the number of such days beyond fifteen (15).

If at the end of the sixty (60) day period, an agreement has not been reached, this Agreement shall continue in effect unless a notice to terminate was served at the beginning of the sixty (60) day period. If the original notice was to modify, this Agreement may be terminated upon five (5) days' notice on or after the fifty-fifth (55th) day. During the five-day period, negotiations shall continue at the request of either party.

The parties shall exchange contract proposals on all items to be negotiated no later than the first negotiating meeting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the January 15, 2024

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO

\_\_\_\_\_  
John M Coveny Jr.,  
President/Directing General Chair  
IAM District 142

\_\_\_\_\_  
Kenneth Coley  
General Chair  
IAM District 142

\_\_\_\_\_  
Edward Dahlin

\_\_\_\_\_  
Michael Moore

\_\_\_\_\_  
Paul Mauldin

\_\_\_\_\_  
Ronald Robinson

MENZIES AVIATION:

\_\_\_\_\_  
Dakota W Butler  
Area Human Resources Manager

\_\_\_\_\_  
Enrique Perez Jr

**SCHEDULE "A"**

**Wage Rate Scales**

**Wage Rate Scales**

Fuelers- Start	\$20.50
1 Year	\$21.00
2 Year	\$21.50
3 Year	\$22.50

Employees will be placed in scale based on seniority effective 1/15/2023.
Employees currently earning above the scale will receive a \$0.50 increase effective January 15, 2023
Employees earning above the scale will receive a \$1.00 increase effective January 15, 2024.
Employees earning above the scale will receive a \$1.00 increase effective January 15, 2025
Fueler wages will be capped at \$29.00 per hour

Any Employee earning more than the wage cap at the time of ratification of this contract will be given an increase of \$0.50 effective January 15<sup>th</sup> of 2023 and then \$1.00 for both January 15<sup>th</sup>, 2024 and January 15<sup>th</sup>, 2025.

All retroactive pay will be for one (1) year , January 15<sup>th</sup> 2023 to January 15<sup>th</sup> 2024

Lead Differential \$1.50 per your

Quality Control Technician Differential \$2.00 per hour

Designated Trainers \$1.00 per hour

The Company will establish designated trainers to be paid an additional one dollar (\$1.00) per hour. Designated trainers will perform all duties of their regular classification in addition to satisfactorily handling all facets of the training program. If additional trainers are needed, the premium will be paid only while training. The respective operating companies will establish trainers as needed.

GSE Mechanics

Start \$23.50 per hour.

GSE Mechanic wages will be capped at \$32.00 per hour.

1 **SCHEDULE "C"**

2 **MENZIES AVIATION-O'HARE, INC. (Station 403)**

3 **COMPANY RULES**

4  
5 The policy of MENZIES AVIATION-O'HARE, INC. is to have as few fixed rules as possible regarding  
6 the personal conduct of employees, since it endeavors to employ only persons of good character and judgment  
7 whose normal behavior will promote efficiency and mutually satisfactory working relations.

8 To take care of exceptional situations, however, the management has found it desirable to list certain acts  
9 which, among others, are to be considered proper cause for disciplinary action or discharge, unless this involves  
10 a situation which conflicts with the current union agreement – in which case, the union agreement shall prevail.

11 An initial violation of rules in Group 1 will result in a verbal reprimand, a second violation will result in  
12 a written reprimand, and a third violation will result in suspension, and a fourth violation will result in discharge.

13 An initial violation of rules in Group II will result in a suspension, and a second violation will result in  
14 discharge.

15 Any violations of rules in Group III will result in immediate discharge, except in cases where unusual  
16 circumstances exist.

17 Violations of rules in Group IV will result in the progressive disciplinary action as shown.

18 **GROUP I**

- 19 1. Carelessness or negligence resulting in excessive scrap, damage, waste, loss or inferior work.
- 20 2. Loafing or failure to perform work in accordance with Company standards.
- 21 3. Being on Company property without authority.
- 22 4. Disregard of good housekeeping practice or contributing to unsanitary conditions.
- 23 5. All solicitations of any type, and the distribution of literature are prohibited during working time.

24 The distribution of literature by employees is prohibited at all times in work areas.

- 25 6. Defacing or tampering with bulletin boards, posting or removal of notices without authority.
- 26 7. Minor violations of established safety rules.
- 27 8. Lining up or congregating around time clocks before lunch or quitting time.







**SCHEDULE D CASUAL PART -TIME**

As the Company becomes aware of necessary de-icing, it will first allow the present de-icing qualified staff on their off days to fill the required hours. The casual part-time staff will then be contacted to fill in the remaining hours required for the de-icing operation. Outside classifications will not be called for de-icing until casual part-time line service employees have been contacted.

During training, the new job description will be paid at \$8.75/hour. After training and during de-icing events or assistance with other classifications, the casual part-time workers will be paid at \$12.00/hour. Overtime will be paid after 40 hours per week. Double time and holiday pay will not apply to casual part-timers. At this time, there will be no scheduled increases for the casual part-time lines.

There will be a minimum 4 hours paid per call in. Casual part-time workers will be required to respond to de-icing events at a minimum of 4 hours, and may be required to work up to 8 hours or more at any single event assisting other classifications.

Casual part-time staff will be supplied with coveralls and necessary PPE. There will be a \$25.00 uniform deposit removed from the first paycheck.

With regards to union dues and fees, after 60 days of employment, casual part-time employees will pay the initiation fee and monthly dues thereafter. Casual employees will have the option to pay a reduced monthly fee during months where there is a lack of business, i.e., the employee does not work more than 24 hours in any given week.

At the end of the season, should the Company wish to retain a casual part-time line service technician, they will be placed into the regular employment category. Seniority will be adjusted to first day of employment, benefits will be effective after the applicable waiting period has been met (if FT), and wages will be slotted into the appropriate line service scale based on time with the Company.

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**SCHEDULE E-SIGNING BONUS**

Employees in scale on date of ratification will receive a two hundred and fifty dollars (250.00) signing bonus.  
Employees out of scale on the date of ratification will receive a three hundred and fifty dollars (350.00) signing bonus.

**Official Grievance Form**

\_\_\_\_\_ **YEAR**

**Grievance # 00001**

**District 142 International Association of Machinists and Aerospace Workers / Menzies Aviation**

Employee Name	Employee No.	Dept. No.	Grievance Occurred at (Time) AM PM	Date Filed
	Employee Classification	Station No.	On (Date)	

Statement of Grievance Presented for Settlement (Indicate provisions of contract or company policy, if known)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby authorize the IAMAW, District 142, with full power of attorney, to represent me in all stages of grievance procedure in representing and settling this grievance.

Signed \_\_\_\_\_ Signed \_\_\_\_\_

WITNESS EMPLOYEE

**STEP ONE DECISION**

Date and Time Received by Company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Representative _____	Local Committee Representative _____
SIGNATURE/DATE	SIGNATURE/ DATE
TITLE	TITLE

ACTION TAKEN \_\_\_\_\_

**STEP TWO DECISION**

Date Received \_\_\_\_\_

Date Discussion Held \_\_\_\_\_

ANSWER \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Representative _____	Local Committee Representative _____
SIGNATURE/DATE	SIGNATURE/DATE
TITLE	TITLE

ACTION TAKEN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DISTRIBUTION: 1 - FORWARD FOR PROCESSING 3 - 1ST STEP SUPERVISOR

2 - FORWARD FOR PROCESSING 52 4 - GRIEVANT

NOTE: All information must be typed or printed

UNDoc1  
Order# 142