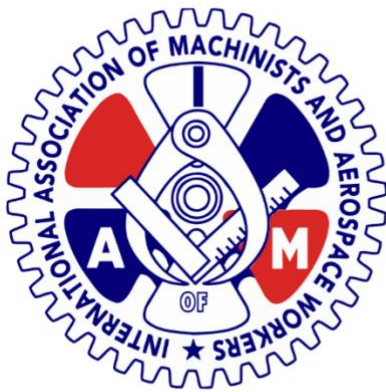


MENZIES AVIATION
O'HARE Station 403



-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 ~~19~~ day of August 2019, **DOR** 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

2 PURPOSE OF AGREEMENT

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

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

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

18
19 ARTICLE 2

20 SCOPE OF AGREEMENT

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

1 jurisdiction of the International Association of Machinists and Aerospace Workers and is covered by this
2 Agreement.

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

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

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

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

1 to participate in part-time work as a part-time employee during any week in which such employee works his
2 regular schedule or receives pay under any other provisions of this Agreement.

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

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

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

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

25
26 F. To facilitate vacation and other ad hoc open shifts, the Company will be allowed to utilize GSE
27 Mechanic(s) for periods of up to thirty days at normal hourly rates and all other benefits apply.

28
29

ARTICLE 3

1 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.
5

6 ARTICLE 4

7 CLASSIFICATIONS OF WORK

8 A. Lead Mechanic

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

17 B. Vehicle Mechanic

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

29 C. Lead Fueller

1 The work of a Lead Fueler shall consist of and include the leading and directing of other Fuelers. e shall
2 be familiar with the duties of fuelers and shall be the working leader of his group. ~~He~~ **The Lead Fueler** shall not
3 lead or direct more than ten (10) other fuelers. There shall be no reductions in current leads. ~~He~~ **The Lead Fueler**
4 shall be responsible for reporting known delays, accidents and incidents to the appropriate management personnel.
5 A lead fueler must possess a valid driver's license and is responsible to report to the Company whenever ~~He/she~~
6 **The Lead Fueler** does not hold a valid driver's license.

7 **D. Fueler**

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

23 **E. Fuel Quality Control Technician**

24 The Duties of the Fuel Quality Control Technician shall include the accepting of all fuel deliveries and
25 performing all necessary daily, monthly, quarterly and annual testing in accordance with the Menzies Aviation
26 Fuels Quality Control Manual, maintaining all associated records with the aforementioned tests, maintaining the
27 general condition of the fuel farm and refueling vehicles at the direction of management, performing all assorted
28 duties to ensure the delivery of contaminant free fuel into storage and into aircraft while maintaining accountability
29 through the process, reporting all irregularities to the lead mechanic or management as soon as practical, assisting

1 in training of relief quality control personnel and reviewing the records of relief quality control personnel to ensure
2 all items are correctly documented. The Fuel Quality Control Technician may be required to perform simple
3 repairs (i.e. replace ground clamps, repair and replace fuel nozzles, replacement and labeling of all placards, repair
4 dead-man hoses).

5 **F. Ramp Agent**

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

14 **G. Lead Ramp Agent**

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

24 **H. General**

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

27

28

29

ARTICLE 5

SENIORITY

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

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

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

24 Should the Company at its discretion establish a new job classification within the scope of this agreement
25 or make substantial changes to an existing classification within the scope of this agreement, a job description and
26 proposed rate will be submitted to the Union. Rates for such new classifications and/or descriptions shall be in
27 relation to and compatible with the existing rate structure. If the Company and the Union are unable to agree upon
28 any such proposed rate and/or description, the Company shall install the description and classification and apply

1 the rate proposed; provided however, the appropriateness of any such rate and/or description shall be subject to
2 review under the grievance procedure hereinafter set forth, including arbitration.

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

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

22 E. Employees who are promoted after the date hereof to supervisory positions outside the bargaining
23 unit covered under this Agreement shall continue to retain and accrue seniority for a maximum of one hundred
24 and eighty (180). In the event any such employee is returned to the bargaining unit by the Company or voluntarily
25 desires to return to the bargaining unit during such one hundred and eighty (180) period, he shall be entitled to
26 exercise both his retained and accrued seniority. If they are retained on the job after the one hundred and eighty
27 (180), their names shall be removed from the seniority lists. During this one hundred and eighty (180) period, the
28 employee shall maintain his good standing membership in the Union.

1 **F. Loss of Seniority** - An employee will lose his seniority status and his name shall be removed from the

2 seniority list under the following conditions:

3 (1) ~~He~~ **The employee** quits or resigns.

4 (2) Discharged for just cause.

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

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

15 (5) ~~He~~ **The employee** fails to return to work after or at the end of an authorized leave of
16 absence.

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

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

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

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

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

27 (11) Any employee absent from work for any reason for eighteen (18) months or length of
28 service whichever is less, will be separated subject to federal and state law. In the event the employee
29 returns before the expiration of the two (2) year period, they must remain actively at work for a period of

1 six (6) months before being eligible for another two (2) year period. Should the employee be off work
2 again within the six (6) month period, time lost will continue to count towards the original two (2) year
3 period.

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

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

22 For purposes of layoff only, among employees in the classification of Line Service Technician, layoff will
23 be in the reverse order of seniority within the attested classification. Employees classified as "Lead" in this
24 classification will be credited with the cumulative seniority earned in that classification and the related Lead
25 classification. In the event such layoff in the above classification results in a lesser number of Leads than the
26 Company deems necessary and required, it shall have the right to appoint Leads from among remaining employees
27 in the classification for a period not to exceed twenty-nine (29) days without regard to seniority.

28 (1) Ten (10) workdays' notice or pay therefore, at the Company's option, will be given
29 employees to be reduced before such reduction in force is made, and a copy of such notice will be

1 furnished the employee and the designated Local Union representative. Where there is temporarily no
2 work because of an Act of God, circumstances over which the Company has no control, or work stoppages
3 and strikes by employees of companies which Menzies Aviation performs work for, it shall not be
4 considered a normal reduction in force and subject to this provision.

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

11 ARTICLE 6

12 UNION SHOP

13
14 A. As a condition of employment, all employees covered by this Agreement shall, within ninety (90)
15 days after their date of hire or the effective date of this Agreement, whichever is later, become members of the
16 Union and remain in good standing in the Union during the term of this Agreement.

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

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

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

27 E. Deductions provided for in paragraph B shall be remitted to the Financial Secretary of the Union
28 no later than the tenth (10th) day of the month following the deductions made in the previous month. The Company
29 shall furnish the Financial Secretary of the Union monthly, with a record for those for whom deductions have been

1 made **to include employee name, employee number, address, phone number** and the amount of the deductions.
2 In the event a deduction is not made on one (1) or more consecutive payroll deduction dates due to lack of earnings
3 or insufficient earnings by the employee, then on the next regular payroll deduction date that employee has
4 sufficient earnings, a double deduction shall be made and deductions each subsequent payroll period until such
5 employee is in good standing.

6 F. The Union agrees that it will indemnify and save the Company harmless against any and all
7 claims, demands, suits or any other form of liability that shall arise out of or by reason of action taken by the
8 Company in complying with the foregoing provisions of this Article. In consideration for this save harmless
9 and/or indemnification clause, the Company agrees that the Union shall maintain the exclusive right to defend,
10 settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a
11 person who sues the Company for claims for which the Company is entitled to indemnification by the Union,
12 through attorneys of its own choosing and at its own discretion, but in any event, if the Company unilaterally
13 determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not
14 at the cost of the Union. It is further agreed that the Company shall promptly notify the Union of any such action
15 when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances
16 above described.

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

18 **ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF UNION INITIATION OR**
19 **REINSTATEMENT FEES AND DUES**

20 **TO: Menzies Aviation,**

21

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

27 This authorization and assignment will be effective and irrevocable for a period of one (1) year from this
28 date, and up to the termination date of the current collective bargaining agreement, whichever occurs sooner. It
29 shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each

1 subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any
2 irrevocable period hereof. Such revocation shall be affected by written notice, sent by certified or registered mail,
3 return receipt requested to the Company and the Union within such fifteen (15) day period.

4 **Job Title:**

5 **Signature of Employee:**

6 **Home Address:**

7 **Date:**

8 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's
9 paycheck the initiation or reinstatement fees and dues payable by ~~him/her~~ **the employee** to the Union during the
10 period of said authorization. Deductions shall be remitted to Air Transport District Lodge 142. **9633 S 48th Street**
11 **Phoenix Az 85044** ~~400 NE 32nd Street, Kansas City, MO 64116.~~ Attn: DL 142 Secretary-Treasurer.

12
13
14 **ARTICLE 7**

15 **HOURS OF SERVICE**

16 A. Eight (8) consecutive hours, exclusive of a lunch period, shall constitute a normal day's work.
17 The work week begins on Friday and ends on Thursday consistent with Company's payroll schedule.

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

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

27 (2) Regular shift assignments for individual employees, consideration being given to senior
28 employees in originally making such assignments. It must be recognized that in order to meet airline

1 schedule demands, some employees may regularly be scheduled on more than one (1) shift during a
2 regular workweek. The practice will not be to rotate shift assignments.

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

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

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

10 (2) Any shift starting after 12:00 p.m. will be known as the second shift, and the one-half
11 (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working
12 the second shift will be compensated with thirty-four cents (\$.34) per hour in addition to his base rate.

13 (3) Any shift starting after 8:00 p.m. will be known as the third (3rd) shift, and the one-half
14 (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working
15 the third (3rd) shift will be compensated with thirty-nine cents (\$.39) per hour in addition to his base rate.

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

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

1 to report to work on his scheduled day off will receive a minimum of four (4) hours' work or pay at the applicable
2 rate.

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

5

6

ARTICLE 8

7

OVERTIME AND HOLIDAYS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9
WAGES

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

- 1 B. No employee shall suffer any reduction in hourly rate of classification, including rates in excess
2 of those specified in the Agreement, as a result of this Agreement and nothing in this Agreement shall be construed
3 to prevent increases in individual rates of classifications over and above minimums specified.
- 4 C. Should the regular payday fall on a holiday, the employees will be paid on the preceding day.
- 5 D. Where there is a shortage equal to one or less of a day's pay, the employee will be reimbursed for
6 such shortages in ~~his/her~~ **their** next regular paycheck. Should there be a shortage in excess of one (1) day's pay,
7 the employee will be reimbursed within the second business day, after notification, as long as the shortage is due
8 to the miscalculation or omission by the Company. The employee will be responsible for ~~his/her~~ **their** work time
9 calculation.
- 10 E. Paychecks will include a statement of all hours, wages, adjustments and deductions for the pay
11 period.
- 12 F. Employees will be paid bi-weekly, on Friday. Employees whose regular day off is on a payday,
13 shall be given their paychecks before the end of their shift on the day before payday, if such paychecks have been
14 received. Providing the Company changes the payroll system, the Company will consider the possibility of a
15 weekly payroll system.
- 16 G. Employees leaving the service of the Company will be paid for all time due on the next regular
17 schedule payday (Friday). The employees agree to sign a payroll deduction authorization form, authorizing the
18 company to make deductions for company equipment not returned.
- 19 H. Any employee covered by this agreement who is required to travel by airplane for company
20 business shall be covered with a death benefit of \$17,500.00, which shall be awarded to the beneficiary stated on
21 the employee's insurance form.
- 22 I. Automatic changes in pay rates will be effective the day they occur and will be paid retro in the
23 following paid period.
- 24 J. The Company will not require employees to use their personal automobiles in the conduct of
25 Company business.
- 26 K. The Company will not require employees to perform bargaining unit work during an FAA
27 designated bomb scare.

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

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

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

19
20 **ARTICLE 10**

21 **VACANCIES AND BIDDING**

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

25 B. A temporary job shall be filled in accordance with seniority within the respective group insofar
26 as practical. In the event temporary assignment of work is necessary within a classification to fill a temporary
27 vacancy not involving a temporary promotion from a lower to a higher classification, the assignment will be
28 made in the reverse order of seniority insofar as practical and after such assignment, the employee so assigned
29 shall be returned to former job and status. When employees are temporarily transferred from their regular work to

1 work of another classification, they shall receive their regular rate or the proper rate of the classification,
2 whichever is higher, with a minimum of two (2) hours. It is recognized that this provision shall not be applied to
3 create regular appointments of temporary leads or inspectors.

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

17 D. In the event a vacancy in the classification covered by this Agreement exists in any department
18 and no qualified employee bids, the Company may hire a new employee into the classification or department or
19 shall have the right to select to fill such position with any qualified employee willing to accept such transfer. In
20 the event no qualified employee is willing to accept the transfer, the Company may assign the least senior qualified
21 employee.

22 E. In the event an employee is not selected as a successful bidder for a permanent job as bulletined
23 because the Company has determined that ~~he~~ **the employee** is unable to perform the required work of the job in
24 a satisfactory manner, such employee may request a review of his qualifications. Such reviews shall be made by
25 a committee of four (4), two (2) selected by the Company and two (2) selected by the Union. This committee may
26 establish rules governing their procedure consistent with the provisions of this Agreement. The employee will
27 make his request known, in writing, not more than three (3) days after the successful bidders are announced. The
28 committee will have (5) days in which to complete and issue its findings of their review, after receiving the
29 employee's written request, and so inform the Company and the Union whether or not the employee is qualified

1 for the job ~~he~~ **the employee** is seeking. If ~~he~~ **the employee** is found qualified, the Company will be obligated to
2 place the employee on the job with seniority as of the date specified. If the committee finds the employee not
3 qualified, the determination is final and binding. If the committee cannot reach a majority decision, a grievance
4 may be filed omitting the verbal discussion steps of the grievance procedure.

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

7
8 **ARTICLE 11**

9 **GRIEVANCE PROCEDURE**

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

13 B. Representation.

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

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

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

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

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

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

28 (f) When the stewards or committeemen are required to leave their work for the purpose of
29 investigating, presenting and adjusting grievances, they will first notify their immediate supervisor or

1 other responsible supervisor, before leaving their work and will again report to him upon their return. It
2 is understood that grievances will not be processed in the presence of customers.

3 C. Individual grievances must be filed promptly after cause giving rise to the grievance is evident,
4 and no individual grievance will be valid if not filed within ten (10) workdays of the date the employee knew, or
5 could reasonably be expected to have known, of the grievance. The procedure for presentation and adjustment of
6 disputes, complaints or grievances that may arise between the Company and the Union with reference to
7 interpretation or application of any provisions of this Agreement shall be:

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

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

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

28 **Step 4:** In the event the grievance is not satisfactorily settled in the preceding steps of the
29 procedure, the Union shall notify the Company in writing within ten (10) days following the date

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

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

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

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

27 The Local Committee Chair or his designee will be notified immediately of such discharge or disciplinary
28 layoff. If no one has been designated for a shift on which such should occur, such notification will be made when
29 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 as herein
5 described, and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive
6 remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and
7 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**

11 **ARBITRATION**

12
13 A. In the event the Union or the Company submits a grievance to arbitration, in accordance with the
14 arbitration provisions of Article 11, the Arbitration Board shall be selected according to, and shall be governed by,
15 the following procedure. The Board of Arbitration shall consist of three (3) members; one (1) appointed by the
16 Union, one (1) appointed by the Company and (1) selected by the parties from a standing panel of three (3)
17 impartial referees. The parties shall meet within fifteen (15) days after the Company's Step 3 decision, and each
18 side (Union and Company) shall then strike one (1) name each; the remaining name shall be the third member and
19 Chairman of the Arbitration Board. The dispute or grievance shall be presented to the Board of Arbitration, and
20 the decision of the majority of such members shall be final and binding upon the parties to this Agreement, and
21 shall be complied with within five (5) working days after decision is rendered.

22 It is understood and agreed that the Board of Arbitration shall have jurisdiction and authority only to
23 interpret, apply or determine compliance with the provisions of this Agreement. The Board shall have no power
24 to add to, detract from or to alter in any way the provisions of this Agreement. Notwithstanding any other
25 provisions of this Article, and only in cases of grievances involving Article XIII, either party may invoke the
26 arbitration procedure upon twenty-four (24) hours written notice. The parties shall waive the tripartite Board of
27 Arbitration and meet within three (3) hours to select an impartial arbitrator from the list of permanent arbitrators.
28 The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than twenty-four
29 (24) hours after receipt of notice. The arbitrator shall render a decision within three (3) hours of the close of the

1 hearing. No continuance of the hearing may be allowed without the consent of both parties. Failure of a party to
2 appear shall not prevent the issuance of an award. The sole issue shall be whether the no strike, no lockout
3 provisions have been violated. In the event the arbitrator finds that the activities of either employees, the Union
4 or the Company, or any or all of them, are in violation of the no- strike/no-lockout provisions of this Agreement,
5 or threaten violations thereof, he shall, as part of his decision, specifically order that all normal operations be
6 resumed at once and that any offender cease and desist from any then current, continued or prospective violations
7 of the no-strike/no-lockout provisions of this Agreement. The award shall be final and binding upon the parties to
8 this Agreement and shall be complied with at once.

9 B. Each party shall bear its own expenses in connection with the arbitration proceedings and shall
10 equally share the fee and expenses of the third member of the Arbitration Board and such other expenses as may
11 be incurred by mutual agreement between the parties.

12
13 **ARTICLE 13**

14 **STRIKE AND LOCKOUT**

15 A. During the life of this Agreement, and in accordance with the Railway Labor Act, there shall be
16 no strike, slowdown, sit-down, stay in, boycott, sympathy strike, picketing, work stoppage or any other type of
17 interference of any kind, coercive or otherwise, with the Employer's business by the Union, any of its officers or
18 representatives, or any individual employee; and further, the Union shall do everything in its power to prevent its
19 members, officers, representatives and employees, either individually or collectively, from participating in any
20 unauthorized strike, including, but not limited to, publicly disavowing such action and ordering all such officers,
21 representatives, employees or members who participate in such unauthorized activity, to cease and desist from
22 same immediately and to return to work, along with such other steps as may be necessary under the circumstances
23 to bring about compliance with its order. In cases of unauthorized activity described herein, the Employer may
24 impose disciplinary measure or discharge the employees directly or indirectly involved. In consideration of the
25 foregoing, the Employer agrees not to lock-out or cause to be locked out any employees covered under the
26 provision of this Agreement.

27
28 **ARTICLE 14**

29 **GENERAL AND MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

25 J. In the event of a death in his immediate family (parents, sister, brother, spouse, child, mother-in-
26 law, father-in-law and grandparents) a covered employee will be allowed up to four (4) days absence from work
27 without loss of straight time pay. Satisfactory proof of eligibility for time off will be furnished upon request by
28 the Company. **Use of bereavement time is reserved for preparation of and or attendance to funeral or burial**
29 **proceedings.** Additional necessary time off without pay may be granted by request of the employee. Such

1 permission will not be unreasonable withheld, but in no event shall a request for this purpose exceed an additional
2 five (5) working days. Reasonable advance notice of such absences must be given and satisfactory confirmation
3 provided when requested by the Employer.

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

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

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

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

16 O. Each employee shall be responsible to maintain his assigned vehicle and report any damage to
17 such vehicle upon starting his normal shift.

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

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

23 R. Ask a Nurse Program for on the job injuries – Any and all on the job injuries that are not an
24 emergency or which do not require eminent medical attention, the affected employee will participate in the
25 Company’s “Priority Care 365/Ask A Nurse Program.” The Union and the Company agree that this program
26 evaluates the emergency situation, provides immediate treatment information, provides self-care information for
27 the affected worker, provides follow up care and aid if needed and increase worker satisfaction. Once an employee
28 reports an injury that is not an emergency or which does not require eminent medical attention to ~~his/her~~ **their**
29 Manager/Supervisor and the employee requires first aid as defined by OSHA 29 of CFR 1904.7 and then no further

1 care is requested, there is no requirement to call the PC 354 Nurse. The Employee will then need to utilize the
2 Medical Refusal Form. If the employee needs or requests medical care, ~~his/her~~ **their** Manager/Supervisor will
3 contact Ask a Nurse at 1-800-665-0836. The Employee is required to speak with the Nurse. The Nurse will
4 complete an initial medical assessment and derive at a disposition, self care or medical care for the employee;

5 S. Both Union and Company agrees to comply with Menzies Aviation Equal Employment Opportunity
6 (EEO) and Affirmative Action Policy.

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

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

23 V. DAY TRADES: The Employer agrees during the full term of this Agreement to offer shift trading to
24 eligible employees after ninety (90) days of employment and in good standing provided request is made with at
25 least seven (7) days' notice (notice requirement may be waived in emergency situations where prior notice of need
26 for shift trade is not known). Shift trading shall be administered in accordance with the following guidelines:

- 27 a. Trade must take place in the same pay week only (Friday – Thursday).
- 28 b. Individuals who traded for the day off are not to work during the day of the trade.
- 29 c. No trade will be approved that would create overtime.

- 1 d. Trades will only be approved by the supervisor and manager working the day and time of trade.
- 2 e. Both employees must have proper uniform, keys, etc. needed to work that position.
- 3 f. Both parties must agree to the trade prior to approval by the Employer.
- 4 g. Once trade has been approved, the shift becomes assigned for the purpose of the Attendance Policy.

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

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

13 X. The Company will endeavor to receive travel passes from there Airline Partners for all Employees
14

15 **ARTICLE 15**

16 **SICK LEAVE**

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

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

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

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

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

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

7 Such employee shall have the opportunity to earn an attendance bonus of three (3) days pay (each quarter
8 - 13-week period) based on his individual work attendance record. At the discretion of the Company, if requested
9 by the employee, one (1) bonus day may be taken as time off; otherwise the three (3) bonus days will be paid out.
10 To qualify, each employee must report for work and complete his normally scheduled work shift every day during
11 each calendar quarter. No excuses for absence shall be accepted other than absence due to:

- 12 a. Jury duty.
- 13 b. Bereavement leave.
- 14 c. Hospitalization for more than twenty-four (24) hours.
- 15 d. Union business.

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

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

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

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

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

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

8 E. When it is necessary for an employee to be absent from work because of occupational injury he
9 will be covered by the State laws of Illinois in regard to being compensated for those days off due to such
10 occupational injury. In the event the employee needs an advance until such payments have been processed by the
11 Company's insurance carrier, the Company will advance the employee an amount equal to the eligible weekly
12 benefit. An advance will be approved upon proper doctor's certification and will be granted up to a maximum of
13 four (4) weekly payments and to cease once payments are being made by the carrier. It is the responsibility of the
14 employee to pay back such advances once payments start and failure to do so will result in either vacation or sick
15 leave being reduced by the advanced amount at separation of employment. If an employee has no vacation or sick
16 leave available, the advanced amount will be deducted from his regular earnings upon his return to work.

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

20 G. An employee who has twenty (20) years of service with the Company and retires or resigns will
21 receive payment for ~~fifty percent (50%)~~ **sixty percent (60%)** of his accumulated sick leave.

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

26 I. Employees covered under this agreement explicitly waive their rights under
27 the ~~Cook County sick leave ordinance~~ **Cook County Paid Lead Ordinance and Illinois Paid Leave for All**
28 **Workers Act.** and The current CBA will supersede the ~~Cook County sick leave ordinance~~ **Cook County Paid**
29 **Lead Ordinance and Illinois Paid Leave for All Workers Act. Employees will be able to utilize sick time in**

1 **cases where they are** ~~with the following exceptions~~ (receiving medical care, or the victim of domestic violence
2 or stalking, or a public health emergency closes work, school or daycare). The employer may request that
3 employee provide supporting documentation.
4

5 ARTICLE 16

6 INSURANCE BENEFITS

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

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

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

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

18 E. Short Term Disability

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

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

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

5
6 **ARTICLE 17**

7 **VACATIONS**

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

9 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	

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

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

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

1 Employees separating on the 16th day of the month or later, who qualify for receiving vacation will accrue for said
2 month.

3 **Employees shall earn vacation from their first date of employment. After successfully passing their**
4 **probationary period, an employee will be eligible to use a prorated amount of vacation based on their**
5 **start date. The calculation will be based on the date of hire through 12/31/ of the year of hire. For**
6 **example: date of hire 7/1/2023, 10/1/2023 the employee will have 20 hours available to request to use for**
7 **vacation. As of January 1st, of the year following the date of hire employees will be eligible to use 40 hours**
8 **of vacation throughout the year**

9 ~~For the 1st year of employment vacation will be calculated on a pro-rated basis. The calculation will~~
10 ~~be based on the date of hire through 12/31 of the year of hire and will be eligible for use as of 1/1 of the~~
11 ~~following year. For example: Date of hire 7/13/05, as of 1/1/06 the employee would have 20 hours to take.~~
12 Employees reaching the next tier in the vacation schedule will be awarded that tier as of 1/1 and will not have to
13 wait until their anniversary date to receive it.

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

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

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

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

5 H. Vacation time is not cumulative except when an employee has been specifically requested by the
6 Company in writing to postpone ~~his/her~~ **their** vacation. Otherwise, if not taken within the calendar year after
7 vacation is earned, the vacation is forfeited.

8 I. Vacation relief positions of the day and afternoon shift will be posted as part of the normal bidding
9 process. Employees who bid such position will work all vacation shifts during that period once ~~his/her~~ **their** days
10 off will be those day assigned to the individual they are replacing for that vacation period.

11
12 **ARTICLE 18**

13 **SAFETY AND HEALTH**

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

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

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

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

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

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

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

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

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

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

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

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

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

22

23

ARTICLE 19

24

RIGHTS OF MANAGEMENT

25

26 A. The management of the shop and direction of the working force, including the right to hire,
27 promote, suspend or discharge for just cause, to assign jobs, to transfer employees within the shop, to increase and
28 to decrease the working force, to determine craft and products to be handled, produced or manufactured, to create
29 new departments and close existing departments, to establish schedules of production and the methods, processes

1 and means of production or handling, and to promulgate reasonable safety rules is vested exclusively in the
2 Company, provided this will not be used for the purposes of discrimination against any employee or to avoid any
3 of the provisions of this Agreement.

4
5 **ARTICLE 20**

6 **LEAVES OF ABSENCE**

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

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

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

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

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

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

28
29 **ARTICLE 21**

1 ALTERATION OF AGREEMENT

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

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

8
9 ARTICLE 22

10 SAVINGS CLAUSE

11
12
13 A. In the event any federal or state legislation, governmental regulations or court decisions cause
14 invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall
15 remain in full force and effect for the term thereof.

16
17 ARTICLE 23

18 PENSION PLAN

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

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

23 (2) For all service from December 1, 1982 through November 30, 1984 -twelve dollars
24 (\$12.00) per month per year of service.

25 (3) For all service after December I, 1987 through November 20, 1987 -fourteen dollars
26 (\$14.00) per month per year of service.

27 (4) For all service after December I, 1987 through November 30, 1988 - fifteen dollars
28 (\$15.00) per month per year of service.

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

- 1 (6) For all service after December I, 1990- eighteen dollars (\$18.00) per month per year of
2 service.
- 3 (7) For all service after December 1, 1991 -twenty dollars (\$20.00) per month per year of
4 service.
- 5 (8) For all service after December 1, 1993 -twenty-four dollars (\$24.00) per month per year
6 of service.
- 7 B. Effective July I, 1996, the Company will provide the standard employer 40l(K) Plan and freeze
8 the current pension plan as of the date of the implementation of the 40 I (K).
- 9

1 ARTICLE 24

2 MACHINISTS NON-PARTISAN POLITICAL LEAGUE

3

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

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

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

16 DATE: _____

17 Employee Signature

18
19

ARTICLE 25
DURATION

This Agreement shall become effective January 1, 2024 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 1, 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/~~19~~ **2023**.
- ~~Employees with four (4) or more years of service earning less than \$20.00/hr. will have wages adjusted to \$20.00/hr. effective 1/15/19~~
- Employees currently earning above the scale will receive a ~~3%~~ **\$0.50** increase effective January 15, ~~2019~~ **2023**.
- Employees earning above the scale will receive a ~~3%~~ **\$1.00** increase effective January 15, ~~2020~~ **2024**.
- Employees earning above the scale will receive a ~~3%~~ **\$1.00** increase effective January 15, ~~2020~~ **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 15th of 2023 and then \$1.00 for both January 15th, 2024 and January 15th, 2025.

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

Lead Differential - ~~\$1.20~~ **\$1.50 per your**

Quality Control Technician Differential - ~~\$1.70~~ **\$2.00 per hour**

Designated Trainers - ~~\$0.50~~ **\$1.00 per hour**

The Company will establish designated trainers to be paid an additional ~~fifty cents (\$.50)~~ **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 ~~\$18.00~~ **\$23.50** per hour, ~~after one year the wage rate will increase to \$20.00. For any existing employees at the time of contract signing the wage rate will increase to \$20.00 as of January 1, 2020.~~

Any Mechanic below schedule will move to the next higher rate on the schedule. Any Mechanic above schedule will receive a \$1.00 increase from their current rate, and then \$2.00 as of January 1, 2020.

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

SCHEDULE "C"
MENZIES AVIATION-O'HARE, INC. (Station 403)
COMPANY RULES

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

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

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

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

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

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

GROUP I

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

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

6. Defacing or tampering with bulletin boards, posting or removal of notices without authority.
7. Minor violations of established safety rules.
8. Lining up or congregating around time clocks before lunch or quitting time.
9. Failure to wear ear protective devices when exposed to high noise levels in the regular

performance of the job.

GROUP II

1. Interfering with other employees in the discharge of their duties.

- 1 2. Leaving the job or visiting other departments during working hours without the permission of a
- 2 supervisor.
- 3 3. Unauthorized tampering with or operating equipment to which employee is not assigned.
- 4 4. Horseplay or practical jokes on other employees of a serious nature, or in vicinity of customer
- 5 aircraft or in view of traveling public.
- 6 5. Failure to carry out the instructions of supervisors.
- 7 6. Disregard of Company operating procedures.
- 8 7. Driving equipment at excessive speeds.
- 9 8. Using personal devices while performing duties without permission of a Supervisor or Manager

GROUP III

- 11 1. Theft or unlawful taking of Company property or the property of other employees or customers,
- 12 or punching another employee's timecard.
- 13 2. Bringing intoxicants, narcotics, or controlled substances without a prescription onto Company
- 14 property.
- 15 3. Reporting for work or working under the influence of alcohol, narcotics or controlled substances.
- 16 4. Willful damage of machinery, equipment or material or defacing of Company property or that of
- 17 other employees or customers.
- 18 5. Gross carelessness resulting in damage to customer's aircraft.
- 19 6. Possession of deadly weapons on Company property.
- 20 7. Sabotage.
- 21 8. Misrepresentation of material facts in obtaining employment.
- 22 9. Fighting or deliberately injuring another employee.
- 23 10. Intentional falsification of records relating to work performed and timecards.
- 24 11. Advocating or being a member of or affiliated with any organization which advocates the
- 25 overthrow of the U.S. Government.
- 26 12. Engaging in any activity in violation of Article XIII of the Union agreement or refusing to cross
- 27 a picket line in violation of this Agreement.
- 28 13. Intimidating, coercing, or threatening other employees.
- 29 14. Insubordination-- refusal to perform or carry out orders.

- 1 15. Consuming intoxicating liquor on Company property, or use of narcotics or controlled substances
- 2 without prescription.
- 3 16. Refusal to submit to a physical examination by a physician of the Company's designation at any
- 4 time during periods when an employee is on sick leave.
- 5 17. Conviction of any crime of a serious nature.
- 6 18. Gambling on Company property.
- 7 19. Signing another employee's name on a job bid.
- 8 20. Solicitation of tips or gratuities from customers.
- 9 21. Gross carelessness or recklessness or flagrant violations of safety rules.
- 10 22. Failure to report an accident in which an employee is involved.
- 11 23. Sleeping during working hours.
- 12 24. Failure to disclose a change in driver's license status; suspension, revocation or other change
- 13 resulting in loss of driving privileges.
- 14 25. Providing false documentation or information during investigations or other employment
- 15 related situations.
- 16 26. Violations of established Airport, Dept of Homeland Security and/or FAA rules and regulations.

17 **GROUP IV**

- 18 1. Garnishments and Wage Assignments- Discipline will comply with law.

SCHEDULE D CASUAL PART -TIME

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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 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	TITLE	SIGNATURE/DATE	TITLE

ACTION TAKEN _____

STEP TWO DECISION

Date Received _____

Date Discussion Held _____

ANSWER _____

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

ACTION TAKEN _____

DISTRIBUTION: 1 - FORWARD FOR PROCESSING 52 3 - 1ST STEP SUPERVISOR
 2 - FORWARD FOR PROCESSING 4 - GRIEVANT

NOTE: All information must be typed or printed

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