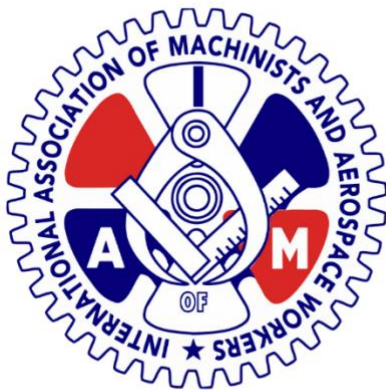


**MENZIES AVIATION**  
O'HARE Station 403



-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

1 of aircraft, supplies, refueling of aircraft and automotive equipment, and janitorial work as coming under the  
2 jurisdiction of the International Association of Machinists and Aerospace Workers and is covered by this  
3 Agreement.

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

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

14 C. It is recognized that the nature of the Company's operation is such as to require the 25 employment  
15 of regular part-time employees to perform specific jobs which arise and to meet peak workloads which occur. It  
16 is not the intent of the Company to employ regular part-time employees for the sole purpose of avoiding the  
17 employment (or continued employment) of regular employees for whom full-time work requirements exist under  
18 regular work schedules, or avoiding other provisions of this Agreement as they apply to regular full-time  
19 employees.

20 Regular part-time employees will be scheduled to work for not less than two (2) hours nor more than eight  
21 (8) hours in any one day, nor more than twenty-five (25) hours per week. In addition to the twenty-five hours per  
22 week, for all part-timers in the Ground Handling Classification the Company may have three (3) part-timers work  
23 up to thirty (30) hours per week for every one (1) full time in the classification. The workday for part-time  
24 employees shall be the twenty-four (24) hour period commencing at midnight on any day. Part-time employees  
25 shall be subject to all provisions of this Agreement, including Schedule "A", except Article 5- Seniority, Article  
26 7- Hours of Service, except that Section D, paragraph 3, as it applies to a job bid shall be applicable; Article -  
27 Overtime and Holidays, except that paragraph D as it pertains to premium time shall be applicable; Article 10-

1 Vacancies and Bidding, Article 15- Sick Leave, Article 16 Insurance Benefits, Article 17- Vacations, Article 20 -  
2 Leaves of Absence, and Article 23- Pension Plan. No regular full-time employee of the Company will be permitted  
3 to participate in part-time work as a part-time employee during any week in which such employee works his  
4 regular schedule or receives pay under any other provisions of this Agreement.

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

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

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

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

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

### 4 **ARTICLE 3**

#### 5 **STATUS OF AGREEMENT**

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

8 B. All provisions of this Agreement shall be binding upon the successors or assigns of the Company.

### 10 **ARTICLE 4**

#### 11 **CLASSIFICATIONS OF WORK**

##### 12 **A. Lead Mechanic**

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

##### 21 **B. Vehicle Mechanic**

22 The work of a vehicle mechanic shall consist of and include any and all work generally recognized as mechanic's  
23 work in and about Company shops, buildings or facilities. This includes all work contracted by owners or persons  
24 authorized by owners to contract the work to the Company, whether in Company shops, buildings or not.  
25 Mechanic's work includes, but is not limited to, the dismantling, repairing, painting, fabricating and erecting of  
26 machinery, mechanical devices, automotive equipment, and building maintenance (building maintenance shall  
27 include maintaining, repairing, altering and construction of building and equipment, including such work as



1     carpentry painting, masonry, plumbing, electrical, maintain fire equipment and repair work. A mechanic may be  
2     required to give "on the job" instruction to an employee of the same classification, but shall not perform the work  
3     of a Lead Mechanic in leading and directing the work of other employees. A Vehicle Mechanic must possess a  
4     valid driver's license and is responsible to report to the Company whenever he/she does not hold a valid driver's  
5     license.

#### 6 7             **C. Lead Fueler**

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

#### 14            **D. Fueler**

15           The work of a Fueler shall include all cleaning, washing and polishing of aircraft, both interior and  
16    exterior; meeting, moving and giving fire guard to all aircraft arriving or leaving the Company flight line;  
17    operation of ground equipment on Company flight line and on airlines where no mechanic is required; assisting  
18    passengers and customers with luggage and personal belongings; the loading and unloading of baggage, mail,  
19    freight, etc., of the above mentioned aircraft and other contracted work; cleaning of ramp and automotive  
20    equipment and janitorial work such as cleaning inside and outside of building and customer areas, (including  
21    washing of windows, sweeping of sidewalks, shops, landscaping, grass cutting and snow removal). He shall keep  
22    his equipment, including vehicles, in a clean, safe condition, but shall not perform mechanical work or work of a  
23    higher classification. Drives all types of trucks, tractors, automotive equipment and vehicles as assigned; the  
24    servicing of aircraft and automotive equipment with fuel, oil, water and other related fluids; and the operation of  
25    bulk fuel and oil stations, which includes the inventory and checking for presence of water. He shall maintain his  
26    equipment in a clean, safe condition; however, he shall not perform any mechanical work whatsoever on that

1 equipment. A Fueler must possess a valid driver's license and is responsible to report to the Company whenever  
2 he/she does not hold a valid driver's license. Fuelers must have the ability to drive a standard transmission.

### 3 **E. Fuel Quality Control Technician**

4 The Duties of the Fuel Quality Control Technician shall include the accepting of all fuel deliveries and  
5 performing all necessary daily, monthly, quarterly and annual testing in accordance with the Menzies Aviation  
6 Fuels Quality Control Manual, maintaining all associated records with the aforementioned tests, maintaining the  
7 general condition of the fuel farm and refueling vehicles at the direction of management, performing all assorted  
8 duties to ensure the delivery of contaminant free fuel into storage and into aircraft while maintaining accountability  
9 through the process, reporting all irregularities to the lead mechanic or management as soon as practical, assisting  
10 in training of relief quality control personnel and reviewing the records of relief quality control personnel to ensure  
11 all items are correctly documented. The Fuel Quality Control Technician may be required to perform simple  
12 repairs (i.e. replace ground clamps, repair and replace fuel nozzles, replacement and labeling of all placards, repair  
13 dead-man hoses).

### 14 **F. Ramp Agent**

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

### 23 **G. Lead Ramp Agent**

24 The duties of the Lead Ramp Agent shall consist of leading and directing, loading and unloading baggage, mail,  
25 freight, and interior cleaning of aircraft if required; chock aircraft. Connect electrical power unit to aircraft.  
26 Position passenger stairs/Jetway to aircraft; replenish water supply and service lavatories. Connect tow bar and  
27 tug for push back or towing aircraft; provide air start and air-conditioning. Operate headset/radio to provide

1 communication between ground crew, flight crew, and tower, as well as all types of ramp equipment, trucks,  
2 tractors and other vehicles as assigned. Clean line equipment and ramp areas, provide additional service as  
3 required. Know and comply with all safety procedures; check-in baggage when required. A lead ramp agent must  
4 possess a valid driver's license and is responsible to report to the Company whenever he/she does not hold a valid  
5 driver's license.

#### 6 **H. General**

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

### 10 **ARTICLE 5**

#### 11 **SENIORITY**

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

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

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

9           Should the Company at its discretion establish a new job classification within the scope of this agreement  
10 or make substantial changes to an existing classification within the scope of this agreement, a job description and  
11 proposed rate will be submitted to the Union. Rates for such new classifications and/or descriptions shall be in  
12 relation to and compatible with the existing rate structure. If the Company and the Union are unable to agree upon  
13 any such proposed rate and/or description, the Company shall install the description and classification and apply  
14 the rate proposed; provided however, the appropriateness of any such rate and/or description shall be subject to  
15 review under the grievance procedure hereinafter set forth, including arbitration.

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

25          Seniority lists shall show employee's last name, first name, original date of hire by job classification,  
26 present job classification, by title, time spent in covered classifications, including employees on Military Leave  
27 of Absence and employees promoted to supervisory positions. The word "hired" shall be defined as the first day

1 worked for which pay was received. A separate part-time seniority list shall be maintained for part-time  
2 employees. Part-time employees may exercise their seniority only for purposes of bidding into full time jobs in  
3 their classification (which will be determined by most senior qualified), to higher rated jobs for which they are  
4 qualified, and to regular scheduled part-time positions, reduction in force and recall after layoff. Regular scheduled  
5 part-time employees shall be permitted to bid once per year by a grid system for regular scheduled part-time  
6 positions by seniority. Reasonable efforts will be made by the Company to distribute part-time work hours as  
7 evenly as possible among part-time employees.

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

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

- 17 (1) He quits or resigns.
- 18 (2) Discharged for just cause.
- 19 (3) He does not inform the Company in writing by registered mail or telegraph of his  
20 intention to return to service within three (3) working days after day of sending a notice offering to  
21 reemploy him after a layoff.
- 22 (4) He does not return to the service on or before a date specified in the notice from the  
23 Company after a layoff, which date shall not be prior to the (10) working days after receipt of such notice,  
24 provided that subdivisions (3) and (4) of paragraph F shall not apply to offers of temporary work. Any  
25 notice provided in this paragraph shall be by certified mail (return receipt requested) to the employee at  
26 his last address filed with the Company. A copy of notices of recall sent by the Company will be provided  
27 to the Local Committee Chair and General Chair.

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

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

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

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

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

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

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

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

**G. Reduction and Increase of Working Force** - Whenever the number of employees in any classification is to be reduced, the reduction must be by classification, in the reverse order of seniority, in the jobs to be reduced. An employee who is given notice that he is to be reduced, or an employee who is being displaced by another employee, must displace the least senior employee in the classification who is in a job for which the displacing employee is qualified, seniority permitting. The employee's Company date of hire will be used as the criteria to place him in the part-time seniority list. The employee must notify the Company on the next workday

1 that he wishes to displace another employee which he is qualified to displace. An employee not notifying the  
2 Company will be considered as electing to go on laid off status. He may not displace into a classification in which  
3 he does not hold seniority. An employee must displace in his highest classification before proceeding to the next  
4 lower classification. Any qualification disputes will be grounds for grievance procedure (Refer to Article 10,  
5 Section E). Reductions of force in the mechanical and technical classifications (Lead Mechanics and Vehicle  
6 Mechanics) shall occur as set forth above. However, employees reduced in the classification of Lead Mechanic  
7 shall have the right to bump into the classification they are leading, based upon their cumulative seniority in that  
8 classification and the related lead classification.

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

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

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

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

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

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

10 **TO: Menzies Aviation,**  
11

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

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

23 **Job Title:**

24 **Signature of Employee:**

25 **Home Address:**

26 **Date:**

1 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's  
2 paycheck the initiation or reinstatement fees and dues payable by him/her to the Union during the period of said  
3 authorization. Deductions shall be remitted to Air Transport District Lodge 142. 400 NE 32nd Street, Kansas City,  
4 MO 64116. Attn: DL 142 Secretary-Treasurer.

## 5 6 7 ARTICLE 7

### 8 HOURS OF SERVICE

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

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

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

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

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

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

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

5 (2) Any shift starting after 12:00 p.m. will be known as the second shift, and the one-half  
6 (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working  
7 the second shift will be compensated with thirty-four cents (\$.34) per hour in addition to his base rate.

8 (3) Any shift starting after 8:00 p.m. will be known as the third (3rd) shift, and the one-half  
9 (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working  
10 the third (3rd) shift will be compensated with thirty-nine cents (\$.39) per hour in addition to his base rate.

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

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

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

## 3 4 **ARTICLE 8**

### 5 **OVERTIME AND HOLIDAYS**

6 If overtime is necessary it will be filled with the most junior qualified person. Additionally, the Company will  
7 meet with the union to discuss methods for providing the needed employees for mandatory overtime situations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **ARTICLE 9**

26 **WAGES**

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

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

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

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

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

21  
22 **ARTICLE 10**

23 **VACANCIES AND BIDDING**

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



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

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

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

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

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

## ARTICLE 11

## GRIEVANCE PROCEDURE

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

### B. Representation.

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

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

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

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

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

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

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

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

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

22 **Step 2:** If the grievance is not satisfactorily settled in Step I, the grievance shall be reduced in  
23 writing on a form identical to Schedule "B", signed by the aggrieved employee(s), and may be referred  
24 by the Local Union Committee to the Department Manager or his designated representative. The appeal  
25 must be made in writing within five (5) workdays after the Step I decision and the actual appeal must be  
26 presented at a hearing within seven (7) workdays from the date of appeal to Step 2. A written decision  
27 will be rendered by the Company within four (4) workdays after adjournment of the hearing.

1  
2           **Step 3:** If the grievance is not satisfactorily settled in the preceding steps, the Union's President-  
3 General Chair, or his General Chair, or his designee, may refer the matter to the Company's Vice President  
4 or his designee. The notice of intent to appeal the matter to Step 3 must be made in writing within ten (10)  
5 workdays after the Step 2 decision. The Vice President or his designee will meet with the Union's  
6 President--General Chair, or his designee, at the earliest possible time, but not later than ten (10) workdays  
7 after receipt by the Vice President, and endeavor to reach a settlement of the issues involved in the matter  
8 appealed. If unable to resolve the issue, the Company shall issue a written decision setting forth its position  
9 on the issue(s). In no event shall such written decision be issued later than five (5) workdays from the date  
10 of the meeting.

11           **Step 4:** In the event the grievance is not satisfactorily settled in the preceding steps of the  
12 procedure, the Union shall notify the Company in writing within ten (10) days following the date  
13 of the Company's answer in Step 3, of its desire to process the grievance to arbitration in accordance with  
14 the provisions of this Agreement. Notwithstanding the provisions set forth in the preceding portion of this  
15 paragraph C, it is agreed that grievances involving a discharge or disciplinary suspension shall be  
16 presented, in writing, in Step 2 of the grievance procedure within ten (10) days following the occurrence  
17 of the event giving rise to the grievance. Grievances which are not presented within the applicable time  
18 limit shall be considered withdrawn. In the event the Company fails to give an answer within the  
19 applicable time, the grievance will automatically progress to the next step of the grievance procedure. It  
20 is understood and agreed that any of the time limits set forth in the grievance procedure may be extended  
21 by written agreement between the Company and the Union.

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

26           E.       Necessary hearings and investigations shall, insofar as possible, be conducted during regular  
27 business hours and all stewards, local committeemen and witnesses necessary for a proper hearing or investigation,

1 will be compensated at straight time rate for time spent attending such hearing or investigation. No employee shall  
2 suffer any loss of regularly scheduled time for attendance at any hearing or investigation.

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

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

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

17 H. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive  
18 method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein  
19 described and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive  
20 remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and  
21 all grievances as herein defined.

22 I. It is agreed and understood that arbitration is a continuation and a part of the grievance procedure.  
23

## 24 **ARTICLE 12**

## 25 **ARBITRATION**

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

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

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

## **ARTICLE 13**

## STRIKE AND LOCKOUT

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

## ARTICLE 14

## GENERAL AND MISCELLANEOUS

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

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

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

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

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

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

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

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

18          I.       Each employee covered by this Agreement will be furnished with a copy of this Agreement.

19          J.       In the event of a death in his immediate family (parents, sister, brother, spouse, child, mother-in-  
20 law, father-in-law and grandparents) a covered employee will be allowed up to four (4) days absence from work  
21 without loss of straight time pay. Satisfactory proof of eligibility for time off will be furnished upon request by  
22 the Company. Additional necessary time off without pay may be granted by request of the employee. Such  
23 permission will not be unreasonable withheld, but in no event shall a request for this purpose exceed an additional  
24 five (5) working days. Reasonable advance notice of such absences must be given and satisfactory confirmation  
25 provided when requested by the Employer.

26          K.       In the event a covered employee is called for and serves as a juror, he will be paid the difference  
27 between his straight time earnings at the time he was called and the amount he receives for such service for each



1 day he is absent from work as a result of his call, up to a maximum of five (5) days forty (40 hours), in any calendar  
2 week. Payment by the Company shall be conditioned upon the employee providing a certified court document  
3 setting forth the dates of service as a juror.

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

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

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

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

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

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

18 R. Ask a Nurse Program for on the job injuries – Any and all on the job injuries that are not an  
19 emergency or which do not require eminent medical attention, the affected employee will participate in the  
20 Company's "Priority Care 365/Ask A Nurse Program." The Union and the Company agree that this program  
21 evaluates the emergency situation, provides immediate treatment information, provides self-care information for  
22 the affected worker, provides follow up care and aid if needed and increase worker satisfaction. Once an employee  
23 reports an injury that is not an emergency or which does not require eminent medical attention to his/her  
24 Manager/Supervisor and the employee requires first aid as defined by OSHA 29 of CFR 1904.7 and then no further  
25 care is requested, there is no requirement to call the PC 354 Nurse. The Employee will then need to utilize the  
26 Medical Refusal Form. If the employee needs or requests medical care, his/her Manager/Supervisor will contact

1 Ask a Nurse at 1-800-665-0836. The Employee is required to speak with the Nurse. The Nurse will complete an  
2 initial medical assessment and derive at a disposition, self care or medical care for the employee;

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

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

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

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

- 25 a. Trade must take place in the same pay week only (Friday – Thursday).
- 26 b. Individuals who traded for the day off are not to work during the day of the trade.
- 27 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26          H.       All employees calling off from work will do so one (1) hour in advance of their start time, if  
27      reasonably possible. The Company shall not grant any pay to employees who reports off less than Two (2) hours

1 in advance of their start time. Documentation on extenuating circumstances may be considered. Bring over from  
2 other book

3 I. Employees covered under this agreement explicitly waive their rights under the Cook County sick  
4 leave ordinance and the current CBA will supersede the Cook County sick leave ordinance with the following  
5 exceptions (receiving medical care, or the victim of domestic violence or stalking, or a public health emergency  
6 closes work, school or daycare). The employer may request that employee provide supporting documentation.  
7

## 8 **ARTICLE 16**

### 9 **INSURANCE BENEFITS**

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

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

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

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

21 E. Short Term Disability

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

1 twenty-six (26) week period, the employee continues to use their sick time. This benefit will cease upon separation  
2 from the Company.

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

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

9

## 10 ARTICLE 17

### 11 VACATIONS

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

13 Completed years of service	Vacation allowance in hours
14 40 hours	From the date of ratification of this CBA, current employees retain 80 hours vacation
15 80 hours	
16 88 hours	
17 120 hours	
18 160 hours	
19 200 hours	
20 240 hours	

21 B. Holidays recognized by this Agreement at the beginning or end of a vacation period will not be  
22 considered as part of the vacation. Holidays falling within a vacation period will be taken by extending the  
23 vacation period one (1) day for each such holiday.

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

26 Full-time employees starting work prior to the 16th day of the month will accrue vacation time from the  
27 first day of the month in which they were employed. Employees starting on the 16th day of the month or later

1 will begin to accrue vacation time from the first of the following month. Employee separating from the company  
2 prior to the 16th day of a month who meet the criterion for receiving vacation, will not accrue said month.  
3 Employees separating on the 16th day of the month or later, who qualify for receiving vacation will accrue for said  
4 month.

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

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

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

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

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



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

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

7  
8 **ARTICLE 18**

9 **SAFETY AND HEALTH**

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 19

## RIGHTS OF MANAGEMENT

A. The management of the shop and direction of the working force, including the right to hire, promote, suspend or discharge for just cause, to assign jobs, to transfer employees within the shop, to increase and to decrease the working force, to determine craft and products to be handled, produced or manufactured, to create 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.

1  
2 **ARTICLE 21**

3 **ALTERATION OF AGREEMENT**

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

8 B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent  
9 in the future enforcement of all the terms and conditions herein.  
10  
11

1 **ARTICLE 22**

2 **SAVINGS CLAUSE**

3  
4 A. In the event any federal or state legislation, governmental regulations or court decisions cause  
5 invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall  
6 remain in full force and effect for the term thereof.  
7

8 **ARTICLE 23**

9 **PENSION PLAN**

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

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

14 (2) For all service from December 1, 1982 through November 30, 1984 -twelve dollars  
15 (\$12.00) per month per year of service.

16 (3) For all service after December I, 1987 through November 20, 1987 -fourteen dollars  
17 (\$14.00) per month per year of service.

18 (4) For all service after December I, 1987 through November 30, 1988 - fifteen dollars  
19 (\$15.00) per month per year of service.

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

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

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

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

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

3  
4 **ARTICLE 24**

5 **MACHINISTS NON-PARTISAN POLITICAL LEAGUE**

6  
7 The Company hereby agrees to honor contribution deduction authorization from its employees who are  
8 Union members, in the following form:

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

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

19 DATE: \_\_\_\_\_

20 Employee Signature

**SCHEDULE "A"**

**Wage Rate Scales**

Fuelers- Start \$20.50

All employees received a \$5.50 per hour increase on September 3rd, 2021

Fueler wages will be capped at \$29.00

Lead Differential - \$1.20 per hour

Quality Control Technician Differential - \$1.70 per hour

Designated Trainers - \$0.50 per hour

The Company will establish designated trainers to be paid an additional fifty cents (\$.50) per hour. Designated trainers will perform all duties of their regular classification in addition to satisfactorily handling all facets of the training program. If additional trainers are needed, the premium will be paid only while training. The respective operating companies will establish trainers as needed.

GSE Mechanics

Start \$23.50 per hour,

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

Only those employees hired prior to 1/15/03 will be eligible for a monthly cleaning allowance of \$15.00 for full time and \$13.00 for part-time.

For employees hired prior to January 15, 1999 only, for each year of continuous service from and after December 1, 1963, a covered employee will receive longevity pay in addition to his applicable hourly rate of pay under the following schedule, up to a maximum of thirty cents (\$0.30) per hour.

1) One cent (\$0.01) per hour for all years of service commencing with his first year and ending with his tenth year

2) Two cents (\$.02) per hour for all years of service, commencing with his eleventh (11th) year and ending with his twentieth (20th) year.

Auto Mechanics hired after 12/1/90 must have proper tools to meet the requirements of the classification.

1 **SCHEDULE "C"**

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

3 **COMPANY RULES**

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

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

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

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

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

17 Violations of rules in Group IV will result in the progressive disciplinary action as shown.  
18

19 **GROUP I**

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

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

- 26 6. Defacing or tampering with bulletin boards, posting or removal of notices without authority.  
27 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.
2. Leaving the job or visiting other departments during working hours without the permission of a supervisor.
3. Unauthorized tampering with or operating equipment to which employee is not assigned.
4. Horseplay or practical jokes on other employees of a serious nature, or in vicinity of customer or in view of traveling public.
5. Failure to carry out the instructions of supervisors.
6. Disregard of Company operating procedures.
7. Driving equipment at excessive speeds.
8. Using personal devices while performing duties without permission of a Supervisor or Manager

### GROUP III

1. Theft or unlawful taking of Company property or the property of other employees or customers, including another employee's timecard.
2. Bringing intoxicants, or narcotics, or controlled substances without a prescription onto Company property.
3. Reporting for work or working under the influence of alcohol, narcotics or controlled substances.
4. Willful damage of machinery, equipment or material or defacing of Company property or that of employees or customers.
5. Gross carelessness resulting in damage to customer's aircraft.
6. Possession of deadly weapons on Company property.
7. Sabotage.

- 1           8.     Misrepresentation of material facts in obtaining employment.
- 2           9.     Fighting or deliberately injuring another employee.
- 3           10.    Intentional falsification of records relating to work performed and timecards.
- 4           11.    Advocating or being a member of, or affiliated with any organization which advocates the  
5    overthrow of the U.S. Government.
- 6           12.    Engaging in any activity in violation of Article XIII of the Union agreement or refusing to cross  
7    a picket line in violation of this Agreement.
- 8           13.    Intimidating, coercing or threatening of other employees.
- 9           14.    Insubordination-- refusal to perform or carry out orders.
- 10          15.    Consuming intoxicating liquor on Company property, or use of narcotics or controlled substances  
11    without prescription.
- 12          16.    Refusal to submit to a physical examination by a physician of the Company's designation at any  
13    time during periods when an employee is on sick leave.
- 14          17.    Conviction of any crime of a serious nature.
- 15          18.    Gambling on Company property.
- 16          19.    Signing another employee's name on a job bid.
- 17          20.    Solicitation of tips or gratuities from customers.
- 18          21.    Gross carelessness or recklessness or flagrant violations of safety rules.
- 19          22.    Failure to report an accident in which an employee is involved.
- 20          23.    Sleeping during working hours.
- 21          24.    Failure to disclose a change in driver's license status; suspension, revocation or other change  
22    resulting in loss of driving privileges.
- 23          25.    Providing false documentation or information during investigations or other employment  
24    related situations.
- 25          26.    Violations of established Airport, Dept of Homeland Security and/or FAA rules and regulations.
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**GROUP IV**

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

1 **SCHEDULE D CASUAL PART -TIME**

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

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

10 There will be a minimum 4 hours paid per call in. Casual part-time workers will be required to respond  
11 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  
12 assisting other classifications.

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

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

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

**Schedule E**  
**Signing Bonus**

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