

Collective Bargaining Agreement
(Tentative Agreement)

Between

**Allied Aviation Fueling Co.,
Inc. of Houston (IAH)**



And

**International Association of Machinists
and Aerospace Workers
Air Transport District Lodge 142**



IAMAW
DISTRICT
142

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Parties to the Agreement:

Pursuant to the Voluntary Recognition Agreement dated December 20, 2019 between Allied Aviation Service Company and the International Association of Machinists and Aerospace Workers, AFL-CIO, this Agreement is entered into this **(Insert DOR)** by and between Allied Aviation Fueling Company of Houston, Inc (hereinafter referred to as the “Company”) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District 142 (hereinafter referred to as the “Union”) as representative of the employees in the Job Classifications listed herein.

WITNESSED:

Article 1
Recognition and Scope

- (A) Recognition and Scope in accordance with the provisions of the Railway Labor Act, the Union is recognized by the Company in the Job Classifications listed herein and for such other classifications as may hereafter be mutually agreed upon.
- (B) This Agreement shall cover all hourly employees engaged in the aircraft services for the Company, including but not limited to the operation and maintenance of the fueling facilities at George Bush Intercontinental Airport Houston, Texas.
- (C) The Company recognized that it is in the mutual interests of the employees and of the Company to maintain stable labor relations through collective bargaining between the parties and through Union security for the employees individually and collectively.

Article 2
Promotions

- (A) A Promotional Vacancy in any Job Classification listed herein shall be filled by the bidding procedure. The Company shall post a Promotional Vacancy Bid for such vacancies for a period of seven (7) calendar days and shall award the vacancy to the Senior Qualified bidder and notify the Local Union.
- (B) An employee filling a Promotional Vacancy shall be given a thirty (30)

workday Promotional Vacancy Probation Period to demonstrate that he can satisfactorily perform the work assignment involved.

- (C) In filling all Promotional Vacancy, the vacancy will be awarded to the Senior Most Qualified employee bidding the vacancy.
- (D) In the event that there are no Qualified bidders for a Promotional Vacancy, the Company shall fill such vacancy in the following order:
 - 1. Assign any qualified employee within that Job Classification desiring the vacancy.
 - 2. Promote the Senior Qualified employee from a lower Job Classification desiring such a promotion.
 - 3. Hire an employee from outside the Company to fill the still open vacancy.
 - 4. When upgrading in accordance with sub-paragraph (2) of this Paragraph, the Senior Qualified shall be that employee with the most Company Seniority.
- (E) The filling of all Promotional Vacancy except an original and second vacancy may be filled by the Company in the same manner as if no Qualified Employee's bid was received for the Promotional Vacancy.

Article 3
Hours of Work

- (A) The Workday shall consist of a twenty-four (24) hour period and a Regular Workday shall consist of eight (8) or ten (10) consecutive hours, inclusive of Meal Period.
- (B) All time worked in any continuous Tour of Duty, including Overtime, shall be considered as work performed in the Workday within which the Tour of Duty is started.
- (C) The Workweek (Pay Period) shall consist of seven (7) consecutive days, beginning at 12:01 AM on Monday and the regular weekly work schedule shall consist of four (4) or five (5) Workdays of eight (8) or ten (10) hours each within the Workweek.
- (D) Employees shall be given at least forty-eight (48) hours' notice of all

Shift Changes except in emergencies when twenty-four (24) hours' notice shall be required.

- (E) Each employee shall be scheduled two (2) consecutive Days-off when scheduled to work eight (8) hour Shifts, and three (3) Days-off with at least two (2) consecutive when scheduled to work ten (10) hour Shifts in the Workweek.
- (F) Employees hereunder may request to exchange Shift, Day or Days-off, a Day/Shift Trade with other employees within their Job Classification and within the same Workweek providing Company approval.
- (G) Shifts shall be established by the Company based on the needs of the operation.
- (H) The first Workweek each January, May and September employees covered by this Agreement will bid Shifts and Days-off within their respective Job Classification. Preference for Shifts and Days-Off will be awarded on the basis of Seniority within the Job Classification.

1. At least three (3) weeks prior to the effective date of the Tri-Annual Shift Bid, the Company will prepare a list of all Shifts and Days off available in each Job Classification, which will be posted on the Company Bulletin Boards. Once the Shift Bid has been posted, employees will be given an Assigned Bid Time, which assigns a date and a time in which they are to bid their Shift and Days-Off.
2. It is the employee's responsibility to bid his Shift and his Days-Off when scheduled. Employees failing to bid at his Assigned Bid Time, will be assigned a Shift as close to his present Shift as possible.
3. In the event an employee is Absent from Work because of Days-Off, Vacation, Absent from Work, or Leave of Absence, etc. during the Shift Bid, it is the employee's responsibility to bid at his Assigned Bid Time. If the employee cannot come to work to bid, then he may contact the Shop Steward at his Assigned Bid Time or leave his bid request in writing with the

Shop Steward before his departure.

4. The Chief Shop Steward or his Company Approved Designee will be responsible for administering the Shift Bid.
5. The Company will post with the Shift Bid, the telephone number of the Chief Shop Steward or the Company Approved Designee to administer the Shift Bid, so employees can call during bidding hours.
6. When a Shift and Days-Off is vacated between the Regular Shift Bid periods, employees within that Job Classification may bid on such vacancy by Seniority.
7. Such vacancies will be posted on the Company Bulletin Board for no less than five (5) calendar days.
8. In the case of airline schedule changes and other emergencies, it may become necessary for an interim change requiring an Emergency Shift Bid of Shifts and Days-Off before the regular January, May or September Shift Bids.

Article 4
Compensation

The following **Regular Rate(s) of Pay** was established, and they will become effective **DOR**, and they are in effect for the term of the Agreement. Employees shall be paid by their length of service except for employees hired above the **Minimum Start Rate**, who shall maintain their **Individual Rate**, until their length of service coincides with their **Regular Rate of Pay**.

(A) Regular Rate of Pay and Benefit Changes Effective DOR:

Mechanics

Minimum Starting: \$22.50	
1 Year	\$23.00
2 Years	\$23.50
3 Years	\$24.00
4 Years	\$24.50
5 Years	\$25.00

Paint and Body

Minimum Starting: \$19.00	
1 Year	\$19.50
2 Years	\$20.00
3 Years	\$20.50
4 Years	\$21.00
5 Years	\$21.50

UTILITY PERSONNEL

Minimum Starting: \$16.00	
1 Year	\$16.50
2 Years	\$17.00
3 Years	\$17.50
4 Years	\$18.00
5 Years	\$18.50

UNITED/UNITED EXPRESS FUEL

Minimum Starting: \$18.00	
1 Year	\$18.50
2 Years	\$19.00
3 Years	\$19.50
4 Years	\$20.00
5 Years	\$20.50

TICKET CLERKS

Minimum Starting: \$15.00	
1 Year	\$16.00
2 Years	\$16.50
3 Years	\$17.00
4 Years	\$17.50
5 Years	\$18.00

INTO-PLANE, MIDNIGHT & LEADS

Minimum Starting	\$18.50
1 Year	\$19.00
2 Years	\$19.50
3 Years	\$20.00
4 Years	\$20.50
5 Years	\$21.00

(B) Effective DOR employees in each Job Classification whose base rate is above the new fifth year top out rate established in their classification in this Agreement will receive a \$.50 per hour increase above their current hourly rate.

(C) The Company reserves the right to start a new employee at a rate higher than the Minimum Starting Rate commensurate with that new employee's previous fueling or mechanical experience.

(D) All Leads shall receive two dollars (\$2.00) per hour above the Regular Rate of Pay designated above.

Article 5
Job Classifications & Job Qualifications

(A) JOB CLASSIFICATIONS:

1. **Lead Mechanic** – The duties of a Lead Mechanic shall be the same as Mechanics, and in addition he shall assign work to, and lead and direct the other Mechanics.
2. **Mechanic** – The duties of a Mechanic shall be the repair, maintenance, and operation of all motorized equipment, all facility and system components in the Company’s fueling operation and the keeping of all records pertinent thereto.
3. **Paint & Body** – The duties of a Paint & Body man shall be the repair and painting of the equipment and other related duties.
4. **Lead Fueler** – The duties of the Lead Fueler shall be the same as a Fueler, in addition he shall assign, train, and direct the work of the Fuel Service Employees, and shall be in charge of the servicing of aircraft on his shift in a timely and efficient manner. The Lead Fueler will also ensure that the Fuelers on their shift perform their duties while following all Company Safety and Work Rules. When Management reassigns personnel who are working under a Lead Fueler, Management shall inform the working Lead Fueler of such changes in assignments.
5. **Fueller** – The duties of a Fueller will consist of servicing aircraft and other equipment with aviation and automotive fuels, and other duties related thereto such as lavatory and water service also including normal shop housekeeping duties.
6. **Ticket Clerk** – The duties of a Ticket Clerk will consist of ticket accountability and meter reconciliation. They include the dissemination and collection of relevant fueling/aircraft

information, and the relay of that information, from the Ticket Center to the line. All clerical duties related to the above.

7. **Tank Farm Operator** – The duties of a Tank Farm Operator will consist of operating all components, valves, etc. in the Facility.

All set-up and preparation required to receive all fuel products into the Facility. The dissemination, the collection, and the computations required for the receipt and dispensal of fuel product into and out of the Facility. The collection, dissemination, and testing for the purpose of quality control of fuel products into and out of the Facility. All clerical duties related to the above. In addition, the Operator shall perform mechanical work on hydrant valves, boxes, painting, and duties of similar skill levels. Tank Farm Operators will work under the guidance of the Lead Mechanic.

1. Mechanics will fill in for Tank Farm Operator on an “as needed” basis.

8. **Utility Personnel** – The duties of the Utility Personnel will be those that in addition to normal housekeeping, relate to the utility work involved with daily operations, and records pertinent thereto. Ramp Scrubbing is also included in this Job Classification.

(B) **JOB QUALIFICATIONS:**

1. **Fueler** – Must be eighteen (18) years of age and in possession of a valid Texas State Driver’s License; can read, write, and speak English. Do basic math; in addition to having the physical ability to perform the manual work involved in fueling aircraft and all other related duties.
2. **Mechanic** – In addition to the requirements of Fueler, the

Mechanic must have twenty-four (24) months experience and/or comparable schooling for maintenance and overhaul work on automotive type equipment both diesel and gasoline powered. Must be able to do basic welding, electrical work on motorized equipment, including reading basic schematic wiring drawings, must be able to trouble-shoot mechanical and electrical problems in motorized equipment.

3. **Paint & Body** – The Paint & Body man must have 24 months of vehicle paint and body experience.
4. **Tank Farm Operator** – In addition to the requirements of Fueler, the Tank Farm Operator must possess computer and math skills, basic mechanical skills, and have the ability to perform all fuel quality control testing.
5. **Utility Personnel** – The same qualifications as the Fueler shown above.
6. **Ticket Clerk** – Must possess 10 key, computer, clerical, and good verbal communication skills.

Article 6
Wage Rules

- (A) Accredited Service with the Company, for determining Longevity Pay increments, shall be defined as; active service on the Company's payroll in any capacity except such service prior to Resignation, Discharge or Lay-off when Recall Rights have expired. Leaves counting towards Accredited Service are the entire duration of Military Service Leave or Union Business Leave, On the Job Injury, and Leave of Absence up to a maximum of six (6) months.
- (B) An employee assigned to a Shift that begins at or after 17:00 and before 06:00 shall receive a Shift Differential of thirty cents (\$0.30) per hour. No Shift Differential shall be received by an employee assigned to a Shift which begins at or after 06:00 and before 17:00.
- (C) An employee shall receive the Shift Differential applicable to his Regular Shift Assignment for all work performed while he is so assigned, including

Overtime.

- (D) Employees required to rotate through shifts involving a day shift and night shift or vice versa shall receive a Shift Differential of twenty cents (\$0.20) per hour for all hours worked during the Workweek. Such rotating shifts shall be filled first by the Most Senior Qualified employees who volunteer for such shifts. In the event that an insufficient number of employees volunteer to fill the necessary rotating shifts, such unselected shifts shall be filled by assignment of the Junior Most Qualified employees.
- (E) If an employee voluntarily transfers from a higher Job Classification to a lower Job Classification, and if the Company agrees to such a transfer, the employee shall be paid the highest Regular Rate of Pay his Seniority will allow in the lower Job Classification.
- (F) An employee who is promoted to a higher Job Classification shall not be paid less than the Regular Rate of Pay he received at the time of promotion or less than the lowest Regular Rate of Pay of the higher Job Classification.

Article 7
Overtime Compensation

No employee shall work Overtime unless directed to do so by a Company Supervisor. Overtime rates will be paid for all overtime hours worked.

- 1) However, employees are required to obtain prior approval from the Company before actually working any overtime.
 - 2) Any employee who works overtime and fails to obtain prior approval before performing any overtime work may be subjected to the Company's disciplinary procedures up to and including termination.
- (A) An Overtime Rate of time and one-half (1 1/2) will be paid for all hours worked over forty (40) hours in the Workweek. Overtime Pay for hours worked as described above shall not be paid where such hours result from a change in an employee's Regular Shift Assignment.
 - (B) Overtime shall be distributed as equally as possible among all Qualified Employee's on duty in each Job Classification.

1. When Overtime is needed for less than eight (8) hours the employee with the least amount of Overtime Hours to his credit on duty will be asked to work. If Overtime is needed for more than eight (8) hours, the employee with the least amount of Overtime Hours to his credit on his Days-Off will be called in. If an employee on his Days-Off cannot be contacted, or refuses the Overtime, the employee with least amount of Overtime Hours to his credit on duty will be asked to work.
2. In the event all employees refuse the Overtime offered, the Full Time Employee on duty with the least amount of Overtime Hours to his credit will be required by the Company to work the Overtime, which is known as “Required Overtime”. Employees who leave work while on “Required Overtime” will be suspended immediately, and that employee will face Disciplinary Action up to and including Termination.
3. No employee will be placed on the Overtime List until after successfully completing is required Probationary Period.
4. Employees who do not want to work Overtime may request in writing that his name be removed from the Overtime List during the Shift Bid. His name will be removed from the Overtime List for the period of that Shift Bid. Removal of one’s name from the Overtime List does not disqualify him from “Required Overtime”.
5. An employee can be held on “Required Overtime” no more than 16 hours in the same Workweek/ Pay Period.
6. Effective August 1, 2002 Full Time Employees will no longer be eligible for “Work and/or School Exemption”. Only Part Time Fuelers will be eligible.
7. Anyone who is off work and/or off the work schedule due to an On-the-Job Injury, Temporarily Upgraded to Supervisor, or is

off on Union Business for thirty (30) days or more, will return to the Overtime List with no more than eight (8) hours less than the lowest employee on the Overtime List.

8. The employee involved in a Day /Shift Trade that actually requested said Day /Shift Trade will not be eligible for Overtime that Day/Shift.
- (D) Any employee called back to work by the Company after completing his Regular Shift Assignment shall be paid for not less than four (4) hours at the Overtime Rate.
 - (E) When an employee is off work due to Illness, On the Job Injury, Union Business, Leave of Absence, Jury Duty, Bereavement Leave, suspension, etc. he will not be considered for Overtime, and shall not be charged for Overtime, until he has again reported for work and completed his first Regular Shift Assignment.
 - (F) After an employee has been released from an Overtime Assignment the Company will not recall him for Overtime until he has been off work for seven and one- half (7 1/2) hours.
 - (G) An employee shall not be considered for Overtime the day preceding his Paid Vacation Time, and shall not be considered for Overtime until completing his first Regular Shift Assignment following his Paid Vacation Time.
 - (H) It is agreed that the Company will keep and maintain the Overtime Records and Overtime Lists.
 - (I) The Company will be responsible to ensure that the employees are called and scheduled for Overtime.
 - (J) The Company shall make a reasonable effort to give advanced notice of all Overtime.
 - (K) Employees required (“Required Overtime”) to work sixteen (16) hours or more including their Regular Shift Assignment will be given a Rest Period of at least eight (8) hours before being required to report to work again. In the event that this Rest Period extends into a Regular Shift Assignment, the employee will be paid for such time lost at his Regular Rate of Pay. In the

event his Rest Period extends into his Regular Shift Assignment, which is a Paid Holiday, the employee will be paid for such time lost at his Holiday Rate of Pay provided he reports to work after receiving the required Rest Period. Nothing herein shall require the Company to utilize a low employee for Overtime when he would not have the proper rest as provided in the Agreement. When an employee who has been on Required Overtime is required to work with less than (8) hours rest, and Article 7, Paragraph (C) 1, and 3 are adhered to, and the employee will be paid at the rate of time and one-half (1 1/2) for those hours needed to make up the eight (8) hour Rest Period.

- (L) If an employee who feels he has been By-Passed for Overtime, he must file a Grievance with the Union, and then if the grievance is found to have merit, the Company will make arrangements for that employee who was By-Passed for Overtime to work an Open Shift or as an Additional Coverage Shift, on as close as possible to the same Shift as the original Overtime and as close as possible to the same day of the week as the original Overtime.

Article 8
Holidays

- (A) The following Holidays are recognized in this Agreement as Paid Holidays, and only employees actually scheduled and/or who actually work the Holiday will be eligible to receive Holiday Pay. Those Paid Holidays are as follow:

New Year's Day	Labor Day
Independence Day	Memorial Day
Thanksgiving Day	Martin Luther King, Jr.
Christmas Day	

- (B) Only employees, who work on any of the above Holidays, shall receive Holiday Pay, and shall receive the Holiday Pay Rate of, Double Time (Two Times his Regular Rate of Pay) for all hours worked on that Holiday.
- (C) Each January employees with ten (10) full years or more of Accredited Service shall be entitled to two (2) Personal Days each calendar year, and employees with five (5) full years or more of Accredited Service shall be

entitled to one (1) Personal Day each calendar year.

The Company must be informed of the employee's intent to use such Personal Days, at least seven days in advance of their use, and may not be taken without prior Company approval.

Article 9
Vacation

(A) All Full Time Employees hired prior to DOR shall accrue, **Paid Vacation Time** on the following basis:

1. Employees who have completed one (1) full year of service will receive one (1) week of Paid Vacation Time.
2. Employees who have completed two (2) full years of service will receive two (2) weeks of Paid Vacation Time.
3. Employees who have completed five (5) full years of service will receive three (3) weeks of Paid Vacation Time.
4. Employees who have completed ten (10) full years of service, by January 1, 2020, will receive four (4) weeks of Paid Vacation Time.

(B) At the time of the Vacation Bid, only one (1) employee in each Job Classification will be allowed to bid Paid Vacation Time off in a given Vacation Week unless approved by the Company. Employees may, during the course of the year, submit a request for a Vacation Week already occupied. If sufficient manpower is available, the Company will not unduly deny the request.

1. Employees with ten (10) full years of Accredited Service will be permitted to split one Vacation Week (5-days) of Paid Vacation Time into separate Paid Vacation Days on the following basis: At the time of the Vacation Bid, the employee must also indicate that he wishes to take five (5) days of his Paid Vacation Time entitlement and convert them into Paid Vacation Days. Paid Vacation Days selected May Not fall on any Holiday listed in this Agreement.
2. These five (5) Paid Vacation Days may be taken singularly or up to three (3) consecutive days.
3. An employee may, with the Company's approval, take a Paid Vacation

Day, provided he gives five (5) calendar days advance notice. The Company shall answer, in writing, the request within forty-eight (48) hours of receipt of that request at the Main Office.

4. The employee must have made all of his Paid Vacation Day choices by August 1st of the Vacation Year. If the employee has not made his selection(s) by August 1st, the Company will assign dates to him in the period August 1st through December 31st.

- (C) Paid Vacation Time taken by the Vacation Week shall begin on the Monday of the Vacation Week selected on the Vacation Bid.
- (D) In the first Pay Period of December of each year, the Company will post the Vacation Bid showing the Vacation Weeks available for the coming year. Vacation preference will be awarded in accordance with an employee's Seniority and Job Classification. The Vacation Bid for the upcoming year will be posted no later than December 15th each year. After the Vacation Bid is posted, the employees will be able to bid on any open Vacation Week(s) available during their Assigned Bid Time posted with Vacation Bid.
- (E) If the employee fails to bid his Paid Vacation Time at his Assigned Bid Time, he will be by-passed. If the employee fails to bid his Paid Vacation Time before the end of the Vacation Bid, the Company will assign that employee Paid Vacation Time.
- (F) Paid Vacation Time pay will include Shift Differential if the employee would be normally entitled to Shift Differential during the period his Paid Vacation Time.
- (G) Paid Vacation Time pay will be taxed separately when Paid Vacation Time pay is paid a week in advance of the employee's bid Paid Vacation Time.
- (H) An employee who's Paid Vacation Time entitlement is two (2) Vacation Weeks may, at the employee's option, Sell-Back Paid Vacation Time to the Company at his Regular Rate of Pay, all his Paid Vacation Time in excess of one (1) Vacation Week. If an employee decides to Sell-Back Paid Vacation Time in lieu of taking Paid Vacation Time off, he

must inform the Company of that decision at the time of the Vacation Bid.

Article 10
Seniority

- (A) New Employees shall be considered on Probation for a Probation Period of ninety (90) working days of Accredited Service with the Company. Accredited Service with the Company, for determining the New Employee's Probation Period shall be defined as; length of active service performed (actual days worked) by the New Employee. This Accredited Service starts on the New Employee's Date of Hire (first day of work), and ends after actually working ninety (90) days. Under this Agreement, Company Seniority shall be defined as length of continuous service performed for the Company by an employee in any Job Classification. Accredited Service with the Company, for determining Company Seniority shall be defined as active service on the Company's payroll in any capacity and in any Job Classification beginning on the employee's Date of Hire.
- (B) Classification Seniority shall be defined as length of continuous service performed (worked) by an employee in a given Job Classification. Accredited Service with the Company, for determining Classification Seniority shall be defined as; active service on the Company's payroll by an employee in a given Job Classification. These Classifications will be defined as follows: Tentative Agreement
1. Maintenance Classification – All Lead Mechanics and Mechanics
 2. Paint & Body Classification – All Paint and Body Men
 3. Fueling Classification – All Lead Fuelers and all Fuelers
 4. Utility Classification – All Utility Personnel
 5. Ticket Clerk Classification – All Ticket Clerks
 6. Tank Farm Operator Classification – All Tank Farm Operators
- (C) When a vacancy occurs in a specific Job Classification, and no one within that

same Job Classification bids on the vacancy, then the most Senior Qualified employee from any Job Classification who bids the vacancy will be awarded that vacancy. The successful bidder shall be given a thirty (30) day Probation Period. Once successfully completing the Probation Period in his new Job Classification, the successful bidder will begin accumulating Classification Seniority in his new Job Classification effective back to the start of his Probation Period. Classification Seniority will be used to determine the Shift Bid order in that given Job Classification. Company Seniority will be used to determine Vacation Bid order in all Job Classifications.

- (D) Employees in a Lead Position will be considered in the same Job Classification as the personnel they are directing. *(Example: A Lead Fueler will be in the Fueling Classification; a Lead Mechanic will be in the Maintenance Classification.)*
1. An employee holding a Lead Position at the time of a Shift Bid cannot be bumped from his Lead Position during the Shift Bid. *(Example: A Fueler with more Seniority than a Lead Fueler cannot bump the Lead Fueler during the Shift Bid)*
 2. When a vacancy becomes available for a Lead Position, Lead Men may bid the open Lead Position first, if no Lead Men bid, then Full Time Fuelers may bid on the open Lead Position. If no Lead or Fueler bids the open Lead Position the Company, based on qualifications set forth by the Company, shall assign an employee to the open Lead Position.
 3. After the employee awarded the open Lead Position has completed his Probation Period in the Lead Position, he will then be eligible to bid on any Lead Position during the next Shift Bid according to his Company Seniority, provided such Shift Bid has not already been posted. In such an event, he shall be eligible to bid the any Lead Position the next Shift Bid.
- (E) If a Reduction in Force is necessary, the least Senior Qualified employee in

the Job Classification affected shall have the option of being Laid-off or displacing the least Senior Qualified Employee in a former or lower Job Classification in which he has qualified.

- (F) Employees Laid-off due to a Reduction in Force shall retain Recall Rights for a period of twelve (12) months.
- (G) Recalls after a Reduction in Force shall be on a Seniority basis. Credit shall be given for an employee's length of Accredited Service prior to the Reduction in Force in determining the Regular Rate of Pay applicable when the employee is re- employed in the same or another Job Classification. The Company shall send a Notice of Recall by registered mail to the last address on file, and if the employee fails to report to work within seven (7) calendar days after the mailing of a Notice of Recall, he shall lose all Seniority Rights. The Union shall receive a copy of each Notice of Recall.
- (H) A vacant Lead Position (non-lead personnel bidding into an open Lead Position at Shift Bid) shall be filled by the Senior Most Qualified bidder from within that Job Classification and he will have a thirty (30) day Probation Period to qualify. If there are no bidders, the Company may assign the most Junior Most Qualified Employee from within that Job Classification.
- (I) Seniority shall only govern choice of Shifts, Days off and Vacations within each Job Classification of employees.
- (J) A Seniority List giving the name, Date of Hire, and Job Classification shall be furnished the Union one (1) month after the signing of the Agreement and quarterly thereafter.
- (K) An employee who is Terminated for Cause, or who Resigns from the service of the Company shall lose all Seniority Rights.
- (L) If a dispute arises between employees having the same Date of Hire, Seniority shall be established alphabetically between the last names of the concerned employees (A through Z), "A" being the most senior.
- (M) An hourly employee promoted to a Supervisor Position who remains in the position for less than one hundred twenty (120) continuous calendar days, shall continue to retain and accrue Seniority under this Agreement. If at the end of

that period he remains in the Supervisory Position, he shall forfeit all Seniority rights under this Agreement.

- (N) When a vacancy occurs in the Into-Plane Operation, as constituted at the date of this Agreement, the Company shall post an Into-Plane Operation Bid. The Company shall evaluate the candidate(s) for the vacancy. Qualifications, fitness, and ability being equal, Seniority shall prevail. The successful bidder shall be given a thirty (30) calendar day Probation Period. This Probation Period may be extended up to additional thirty (30) calendar days if mutually agreed upon by the Union and the Company. At the time of the following Shift Bid, the employee who has completed the thirty (30) calendar day Probation Period shall exercise his Company Seniority in bidding Shifts and Days-off in the Into-Plane Operation.

Article 11
Leave of Absence

- (A) The Company agrees to abide by the Family and Medical Leave Act (FLMA), as it may be amended from time to time, for all eligible employees covered by this Agreement. All Family and Medical Leave Act (FLMA) leave will be unpaid leave.
- (B) Upon approval by the Company, a Leave of Absence of up to twelve (12) weeks during any rolling twelve (12) month period may be granted an employee. During a Leave of Absence, the employee's Seniority shall accumulate.
- (C) If any such Leave of Absence is extended by the Company it must be approved by the Union, and the employee will accrue and retain Seniority. An employee accepting gainful employment while on Leave of Absence, except as specifically approved in writing by the Company, automatically terminates his employment with the Company.
- (D) Employees who, have a bona fide, verifiable reason that may require time off, may be granted an appropriate Leave of Absence by the Company. An Employee's Seniority will continue to accrue during a Leave of Absence.

However, in no event will Seniority accrue to more than one (1) year.

- (E) An employee not returning from a Leave of Absence within one (1) year automatically terminates his employment with the Company, with the exception of FLMA and Military Leave. Seniority will be retained when a Leave of Absence exceeds one (1) year for Military Leave.
- (F) All leaves shall run concurrently and all leaves shall run in a rolling twelve (12) month period.

Article 12

Military Leave – Retention of Seniority

- (A) The re-employment and Seniority status of any employee hereunder, who while in the active service of the Company entered into the Armed Services of the United States shall be governed by the provisions of the Selective Service and Training Act of 1948, as amended, or other applicable law.
- (B) Employees on Leave of Absence, on Reserve or National Guard Annual Training Period shall accrue Seniority and length of Accredited Service credit for pay purposes for time spent on such leave.

Article 13

Termination of Employment

Upon an employee's termination, retirement or reduction in force, any unused or accrued vacation time will be paid at the employee's current regular hourly rate of pay. In the case of resignation from the Company, any unused or accrued vacation time will be paid at the employee's current regular hourly rate of pay provided the employee gives two (2) weeks' notice. In case of the death of an employee, the amount due shall be paid to his legal heir or representative.

Article 14

Work Clothes and Tools

- (A) All employees will be required to wear Only Company Issued Uniforms while on duty. The Company will furnish each employee with Company approved uniforms. The Company Uniform Issue will consist of:
 - I. Company Shirts – Shirts must be worn correctly with buttons neatly buttoned and shirttails must be tucked in at

all times.

2. Company Pants – Pants must be worn correctly on the waist and a belt is required.
 3. Company Caps – Caps must be worn with the bill straight and forward, not to either side or the backwards. Caps must be Company issue; no other caps will be worn while on duty.
- (B) The maintenance and laundering of Company Uniforms shall be the responsibility of the Company. Employees who fail to report to work in a clean Company Uniform and/or fail to maintain a professional appearance while on duty will face Disciplinary Action up to and including Termination.
- (C) Damage to Company Uniforms that is Unrelated to Work (the cutting off of shirtsleeves, pant legs, etc.) is strictly prohibited. The full cost of repair or replacement of Company Uniform items suffering such damage will be the employees to bear.
- (D) Upon Termination from the Company, the employee will return all Company Uniforms issued by the Company immediately. The employee will reimburse the Company at the time of Termination for any Company Uniforms lost or damaged. All other Company items issued in the last six (6) months, including his heavy jacket, foul weather gear, goggles, hearing protection, and flashlight must be returned to the Company.
- (E) Employees will be issued one (1) pair neoprene gloves on a Monthly basis. Interim replacement may be made on a conditional basis and damaged gloves must be returned to the Company before a replacement pair will be made available.
- (F) Employees covered by this Agreement are required to report to work in neat and clean Company Issued Uniform at all times. Employees are required to wear Only Company Issued Uniforms, including Company Issued Jackets and Caps.
- (G) Employees are required to wear approved work shoes or work boots while on duty. Effective November 1, 2008 and each November thereafter, the

Company will select and provide approved work shoes or boots to all hourly employees that have successfully completed their probationary period. All employees on probation as of November 1st, and all employees starting their employment after November 1st will be required to purchase a pair of the Company approved work shoes or boots as a condition of their employment. Any employee that has received a pair of Company provided work shoes or boots that terminates his employment between November 1st and April 1st will be required to return those boots with his uniform issue at the time of his termination. It is the employee's responsibility to replace worn, damaged, or lost work shoes or boots after November each year.

- (H) The Company will provide Foul Weather Gear, which will consist of boots, raingear, light jacket, and cap. The Company on a conditional basis will replace this gear. Any damaged gear must be returned to the Company before a replacement gear will be made available.
- (I) Every three (3) years the Company will provide employees with a heavy jacket. The company will provide hearing protection, safety goggles/eye protection, and all replacement parts for same and additional safety equipment as deemed necessary. Replacements will be on condition basis. The Company will furnish flashlights, batteries and bulbs for employees required to use such flashlights. Replacement will be on condition basis and any damaged flashlights, batteries and bulbs, must be returned to the Company before a replacement will be made available.
- (J) The Company shall provide Mechanics with Tool Box Insurance up to the amount of \$5,000 with \$100.00 deductible per claim annually. All Mechanics are required and they must furnish the Company with an itemized list of the tools to be insured. Insurance levels for each (Mechanics) will reflect the actual tools left at work on a regular basis. The Company reserves the right to compare the Mechanics itemized tools list to his actual tools left at work at any time.
- (K) Employees are responsible for the maintenance and safe-keeping of all Company issued safety items, work articles, and tools. Employees will

reimburse the Company for items not returned for replacement on a condition basis. Employees will not be permitted to work unless they are in possession of and utilizing all necessary and required Company Issued Equipment.

Article 15

Bulletin Board

The Company will provide a lockable glass covered bulletin board (48" X 36") for use by the Union. All notices placed on such boards shall solely relate to official Union Business and shall have the official signature of the Union.

Article 16

Equal Treatment

The Company and the Union agree that there shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership or any other characteristic protected by law, including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. § 1981, the Family and Medical Leave Act, the Human Rights Law, or any other similar federal, state or municipal statutes, laws, rules or regulations. All claims alleging illegal discrimination under any of the above or similar authorities shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations under the terms of the Collective Bargaining Agreement. The Company and the Union further agree that there shall be no discrimination against any present or future employment applicant in hiring or by any referral system or hiring hall because of the applicant's union membership, or lack thereof and that there shall be no discrimination against any employee as a result of engaging in any activity in support of the Union that is not unlawful or in violation of this Agreement. The Company and the Union further agree that all claims shall be arbitrated on an individual basis. Consequently, neither the Company, the Union or the employees covered by this Agreement may submit any individual discrimination claim as a class action, collective action or other representative action for resolution under this Agreement or otherwise. This provision shall apply to allegations arising out of events occurring before and/or after the effective date of this Agreement. Arbitrators shall apply applicable law as it would be applied by the appropriate court

in rendering decisions on discrimination claims.

Article 17

Pay Days

All compensation payable to employees herein shall be paid weekly by direct deposit unless instructed otherwise by the employee at which time the employee will be paid by check. Checks will be made available at the main office during Regular Office Hours (08:00 to 16:00).

Article 18

Meal Periods

- (A) Employees will be afforded a thirty (30) minute meal period.
- (B) Meal Periods shall be provided not earlier than two (2) hours after commencement of a Regular Shift Assignment and not later than six (6) hours after commencement of a Regular Shift Assignment.

Article 19

No Strike – No Lockout

As this Agreement provides for the amicable adjustment of any and all disputes and grievances, the Company agrees not to Lockout any employee or group of employees while this Agreement is in effect, and the Union and employees agree that it will not cause or call any Strike, Sit-Down, Sickout, Stay-In or Slowdown.

Article 20

Management Clause

The management of the Company and the direction of its employees, including the establishment of working conditions, the hiring, promoting, demoting, and rehiring of employees, the suspending, discharging or otherwise disciplining of employees and the reduction or increase in working forces are the exclusive functions of management, to the extent that any of such matters are not otherwise covered or provided for in this Agreement; and provided that in the exercise of such functions, the management shall not violate any provision of this Agreement or discriminate against any employee because of his membership in, or lawful activity on behalf of the Union.

Article 21
Absence from Work

- (A) Employees hereunder shall not be unreasonably or excessively Absent from Work. It is the responsibility of the employee Absent from Work, to report any Absence and the reason, to the Company (a Company Supervisor or Manpower Control) at least two (2) hours prior to the start time of his Regular Shift Assignment. Such notice will not be considered if the employee does not comply with the two (2) hour call-in prior to his Regular Shift Assignment's start time. It is also the employee's responsibility to keep the Company (a Company Supervisor or Manpower Control) advised daily, or at a regular interval agreed to by the employee's Department Manager as to the status related to the Absence.
- (B) The employee must submit written statements of these circumstances to the Company immediately upon their return to employment if requested by the Company.
- (C) In Absent from Work cases of three (3) continuous Workdays or more, the employee must provide the Company a written excuse from a medical doctor or qualified professional immediately upon returning to work. An excuse from a medical doctor or qualified professional does not strike the Absence from Work from the employee's Attendance Record, and it will be considered an Attendance Incident.
- (D) Employees Absent from Work without notifying the Company two (2) hours prior to their Regular Shift Assignment's start time, known as "No Call No Show", will forfeit his right to work that day and will face Disciplinary Action in accordance with the company's Progressive Disciplinary Policy. Employees who have a "No Call No Show" may not return to work until they have had a hearing with Management.
- (E) Effective August 1, 2011, employees can accrue eight (8) hours of Sick Time for everyone (1) full month of service without an Incident of Absent from Work or Tardiness in that same one (1) month period. Employees can accrue up to sixty (60) days or four hundred eighty (480) hours of Sick Time. Any

days earned after the accrual of sixty (60) days or four hundred eighty (480) hours of Sick Time will be paid to that employee at his Regular Rate of Pay.

- (F) Effective (DOR), employees with accrued sick may sell those accrued hours back to the Company at their Regular Rate of Pay.

Article 22
General

- (A) Any employee hereunder who is assigned by the Company to perform the duties and accepts the responsibility of a higher Job Classification shall be paid not less than the lowest Regular Rate of Pay for said highest Job Classification for time so worked with a minimum of one (1) hour.
- (B) The Company agrees to furnish each employee covered by this Agreement with a copy of this Agreement.
- (C) Employees shall not receive scheduled break periods, but they shall be allowed coffee and eating privileges in the Ready Room between assignments.
- (D) Any pertinent rule changes required by the airlines or by the Company will not be held valid until they are posted on all Company Bulletin Boards and a copy furnished to the Chief Shop Steward and/or the General Chairman.
- (E) The Company shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of the Agreement.
- (F) In the event a Lead Fueler is Absent from Work (Days-off, Vacation, Sick Leave, etc.), the vacancy shall be filled by the Seniority Qualified employee on the crew with the Company's approval. Any other Lead vacancy will be covered in the same manner when two (2) or more employees on Regularly Shift Assignment are on duty.
- (G) Supervisors shall not perform work normally assigned to employees cover under this Agreement except for required training and emergency situations.
- (H) The Company shall have the right to conduct Post-Accident Drug and Alcohol Testing. Employees cover under this Agreement that refuse or fail a Post- Accident Drug and Alcohol testing are subject to immediate

Termination.

- (I) The Company shall have the right to conduct Drug and Alcohol Testing based on reasonable suspicion and just cause. Employees cover under this Agreement that refuse or fail a reasonable suspicion/just cause Drug and Alcohol testing are subject to immediate Termination.

Article 23
Bereavement

- (A) Employees will be given a Bereavement Leave of three (3) consecutive days-off with pay in case of the death in the employee’s immediate family member including; Parent, Legal Spouse, Child, Brother, Sister, Grandparent, Parent-In-Law, Legal Stepparents, or Stepchildren.
- (B) Additional time off without pay up to a maximum of four (4) consecutive Days off may be granted by the Company when necessary with respect to handling family affairs and arrangements.
- (C) Employees are required to provide the Company with documentation verifying the relative’s death for Bereavement Leave to be authorized.

Article 24
Jury Duty

An employee who is called for Jury Service will be excused from work for the days on which he is required to serve, and will receive for each day of Jury Service on which he would have been regularly scheduled to work the difference between their Regular Rate Pay and the actual payment received for Jury Service. Employees must present proof of Jury Service and amount of pay received therefore.

Article 25
Hospitalization and Insurance

The Company shall provide the **Medical Benefits and Life Insurance** as set forth in the **Annual Open Enrollment Booklet** published each year.

Employee Only		Employee +1		Family	
Current	20%	Current	23%	Current	25%
DOR for Term	20%	DOR for Term	23%	DOR for Term	25%

The Company agrees that the above contribution percentages will be fixed for the life of the agreement and the Company will assume all future increases. If for some reason the medical benefit plan is not renewed, the Company will seek to provide a similar plan with comparable annual premium and an employee contribution that will not exceed the contribution percentages stated above.

(A) Starting with the open enrolment in August 2023, any employee who elects not to take medical insurance coverage offered by the Company will receive forty dollars (\$40.00) per week for waiving coverage. The first weekly payment begins in the month of August 2023. Employees who elect this option will not be eligible for coverage again until the next open enrollment period.

Article 26 **Compliance and Enforcement**

Any decisions and/or agreements relating to the interpretation or applicability of this Agreement that are mutually agreed upon in writing by the Company and by the General Chairperson, shall be binding on every individual employee claiming or entitled to the benefits within this Agreement.

(1) Discipline and Enforcement

- (A) The Company may terminate or discipline an employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, or for such other (upon request), with a copy of all complaints which may be placed in the employee's personnel file. During the ninety (90) workday probationary period an employee may be discharged at the Company's option without recourse to the grievance procedure.
- (B) An employee who is terminated, suspended or otherwise disciplined, shall be advised in writing of the alleged charge or charges preferred against him, with a copy of the charge or charges to the Local Union President or Chief Steward (upon request), and the employee may request a hearing at which time he shall have the right to Union Representation.
- (C) No Letter of Discipline will be placed in an Employee's Personnel File without the signed acknowledgement of that employee. Refusal to sign a Letter of Discipline, in the space provided for acknowledgement of the

receipt of the Letter of Discipline, shall be just cause for termination. At the end of eighteen (18) months all “Letters” (including Coaching and Counseling) will become non-referrable in all future disciplinary proceedings but remain in an employee’s personnel file.

- (D) No employee who has completed his Probation Period will be disciplined to the extent of loss of pay or Termination without being advised in writing of the charge, or charges, preferred against him leading to such action and without the benefit of a fair and impartial hearing. Such notice shall be presented to the employee not later than ten (10) days from the time the Company has knowledge of the incident upon which such charge or charges are based. This ten (10) day notice does not apply to Absenteeism or Tardiness.
- (E) The employee and Chief Steward shall receive forty-eight (48) hours’ notice in writing of a fair and impartial hearing and the hearing will be held within not more than ten (10) business days following the termination, suspension or other discipline of the employee and the Company will not schedule hearings on an employee's scheduled day off. However, the employee may be held out of service on suspension for charges involving a hazard to the job.
- (F) The Union may select and designate Shop Stewards that are on duty or immediately available for the purpose of representing the employees covered under the terms of this Agreement.
- (G) During the Probation Period, an employee may be terminated or disciplined at the Company’s option without recourse to the Grievance Procedure.

(2) **Grievance Process**

- (A) A grievance is defined as a dispute or difference of opinion raised by one or more employees against the Company, involving the meaning, interpretation, or application of the express provisions of this Agreement, or for dealing with perceived unjust discipline or discharge.
- (B) Any decisions or agreements, relating to the interpretations or applicability of this Agreement mutually agreed by the Company and the Union, shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.

- (C) The Company will be represented by an authorized person who will be empowered to settle all local grievances not involving changes in Company policy or the intent or purpose of this Agreement.
- (D) The Company and the Union are the only parties to this collective bargaining agreement, and they and only they have the right of representation and/or counsel with respect to any and all matters, direct or indirect, having to do with the grievance and arbitration provision of this Agreement. No grievant will be represented by anyone who is not an official representative and/or counsel of the Union or is certified by the Union to the Company to represent them prior to the occurrence giving rise to the grievance. In the event that this Section is violated in any way, directly or indirectly, the grievance will be forfeited and barred absolutely, and evidence of such forfeiture can be used by the Company in a civil action to stay arbitration on such grievance.
- (E) No grievance shall be entertained or processed unless it is submitted to the Company within seven (7) calendar days after the event giving rise to the grievance or within seven (7) calendar days of the knowledge thereof.
- (F) Written extensions by either party may be granted at any step(s) in the procedure by mutual agreement of the parties.
- (G) Any employee or group of employees having a grievance may take the matter up verbally with their supervisor and has the right to have a Steward of their choosing present. The supervisor shall use his best efforts to make a satisfactory settlement. If not settled verbally, the grievance shall be reduced to writing.
- (H) The Union will work through a designated Shop Steward for the purpose of representing the terms of this Agreement. The past practice of grievance investigation by authorized Shop Stewards shall continue. Should any abuse of this procedure occur both parties will meet to discuss it.

(I) In the event a grievance is reduced to writing, the parties shall attempt to resolve the dispute in the following manner:

STEP 1: A written grievance stating the nature of the grievance, the contract provision involved, the act(s) complained of, when it occurred, and the remedy sought, shall be presented to grieved employee's supervisor (or his designee) by the grieving employee's Steward within seven (7) calendar days after the event giving rise to the grievance or within seven (7) calendar days of knowledge thereof. Upon delivery of the grievance, it shall be initialed and dated by the grieving employees' supervisor and Steward. The grieved employee's supervisor may return, on the grieved employee's written request, a written response of either denied or accepted with a remedy to the grieved employee's Steward within fourteen (14) calendar days of the written grievance.

STEP 2: The Step 1 answer shall settle the grievance unless it is appealed in writing within seven (7) calendar days after the receipt of the Step 1 answer. If the grievance is not answered within fourteen (14) calendar days, or if the grieved employee determines the grievance is still not satisfactorily resolved, the grievance may be appealed in writing to the second step by providing the Operation/General Manager with a copy of the written grievance and describing in writing the basis for the for the appeal and the Operation/General Manager, or his designee, may deny the appeal or may schedule a grievance meeting within fourteen (14) calendar days of receipt of the written appeal with the grieved employee's Supervisor in an effort to resolve the grievance. The Operation/General Manager may then provide a written answer to the Steward, or their designee, within fourteen (14) calendar days of the scheduled grievance meeting. If the grievance appeal is denied or if the Steward, or their designee, determines the grievance is still not satisfactorily resolved then within thirty (30) calendar days from the filing of the appeal then the Steward, or their designee, may determine to submit the grievance to the third step of the grievance procedure.

STEP 3: The Step 2 answer shall settle the grievance or if there is no resolution withing the time limits set forth in the second step and the Steward, or their designee,

determines there remains a dispute then, within ten (10) calendar days of receipt of the Step 2 answer but no more than twenty (20) calendar days from the date of the timely appeal to Step 2, the Union may determine to proceed to Step 3 by providing a copy of the written grievance and appeal to the VP of Operations, or his designee. If the grievance is appealed to the third step, a designee of the Union with authority to resolve such issue and the VP of Operations, or his designee, shall meet in person or by telephone within ten (10) calendar days of receiving such written appeal and the VP of Operations, or his designee, may deliver a written answer to the Union designee within ten (10) calendar days of such meeting.

STEP 4: In the event that the grievance is still not satisfactorily resolved at Step 3, the grievance may be appealed to Arbitration within twenty (20) calendar days after submission to Step 3 of the grievance procedure.

- (J) In the case of suspension with loss of pay or discharge of any employee, Step 1 and Step 2 of the above procedure may be bypassed and an appeal may be submitted directly to Step 3. The time limits to proceed directly to Step 3 shall be seven (7) calendar days from the date of suspension or discharge. If a satisfactory answer is not received within the time frame set forth in Step 3 it may then be processed to Arbitration as per Step 4 above.
- (K) The IAM President and Directing General Chairperson (PDGC), or his designee, shall have the right to determine whether or not the grievance complaint is qualified to be submitted for arbitration by the Union.
- (L) In case it is found that the suspension or discharge is unjust, the employee's remedy shall be limited to reinstatement with full seniority.
- (M) Failure to observe a stated time limit within Step 1 through Step 4 of the grievance procedure shall render the grievance untimely.
- (N) The time limits in Steps 1 through 4 may be extended in writing by mutual consent

of the Company and the Union.

(3) **System Board of Adjustment – Arbitration Process**

- (A) In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment/Arbitration (“System Board”) for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement and which are properly submitted to it after exhausting the grievance procedure for settling disputes as set forth under this Article. However, by mutual Agreement, any cases properly referable to the System Board may be submitted to it in the first instance.
- (B) The Company and the Union are the only parties to this collective bargaining agreement, and they and only they have the right of representation and/or counsel with respect to any and all matters, direct or indirect, having to do with the grievance and arbitration provision of this Agreement. No grievant will be represented by anyone who is not an official representative and/or counsel of the Union or is certified by the Union to the Company to represent them prior to the occurrence giving rise to the grievance. Employees having a grievance being heard by the System Board may elect not to have Union representation, but the employee may not have any other person and/or entity represent the employee before the System Board. In the event that this Section is violated in any way, directly or indirectly, the grievance will be forfeited and barred absolutely, and evidence of such forfeiture can be used by the Company in a civil action to stay arbitration on such grievance.
- (C) It is expressly agreed that any question concerning any liability or obligation of the Company which requires the construction or interpretation of any statute or law for example, but not by way of limitation, the Fair Labor Standards Act, Workers Compensation and Social Security laws while subject to the grievance procedure shall not be subject to Arbitration under this Agreement.
- (D) The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union, and one (1) selected for each dispute from a panel of eight (8) Arbitrators established by mutual agreement between the Union

and the Company (four (4) chosen by each party). After a Panel Member has served for a period of two (2) years, either the Union or Company may request that such member be removed from the Panel. However, a member of the Panel may be removed during the term of this Agreement by mutual Agreement between the Union and the Company. When a change is made, either the Union or Company will select the new Panel member by the same method used to select the original Panel Member.

- (E) The System Board will meet at the Company's offices located at George Bush Intercontinental Airport, unless otherwise mutually agreed between parties.
- (F) The System Board will have jurisdiction over disputes between any employee covered by this Agreement that has completed a ninety (90) workday probationary period, the Union and the Company arising out of timely grievances under this Agreement and/or the interpretation or application of any of the terms of this Agreement. The jurisdiction of the System Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any of its amendments.
- (G) The System Board shall consider any dispute within the System Board's jurisdiction timely submitted to it by the General Chairperson or by an Officer of the Company or other authorized Representative, when such grievance has not been waived or previously settled in accordance with the terms of this Agreement.
- (H) Each case submitted to the System Board for consideration shall show:
 - (i) Question or questions at issue;
 - (ii) Statement of facts;
 - (iii) Position of Employee or Employees; and
 - (iv) Position of Company.

When possible, joint submissions will be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the System Board. No matter shall be considered by the System Board, which has not

first been handled in accordance with the appeal provisions set forth in Step 1 through Step 4 of the grievance procedure contained in this Agreement.

Article 27
Union Security

(A) Each Employee, now or hereafter covered by the Labor Agreement between the parties, as it may have been supplemented or amended, shall, as a condition of continued employment, within sixty (60) work days following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of the Union or pay the Union a monthly service fee which shall be equal to the Union's regular dues, initiation fees and assessments uniformly required of regular Union members, and thereafter maintains membership in good standing or remit the service fee (as herein defined) to the Union, provided that such condition shall not apply with respect to any Employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member covered by this Agreement, or with respect to whom membership is denied or whose membership is terminated for any reason other than the failure of the Employee to tender the initiation fees and monthly dues or service fees uniformly required of other Employees as a condition of acquiring or retaining membership in the Union or employment with the Company.

(B) For the purpose of this Agreement, "membership in good standing in the Union" shall mean that the Employee is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation or reinstatement fees or membership dues or assessments uniformly required of other Employees in the same Union. The Employee electing not to become a member in the Union must maintain the service fee payments as provided above and not be more than sixty (60) calendar days in arrears in the payment of the service fee.

(C) When an Employee becomes delinquent, or not in "good standing" within the meaning of Paragraph B above, the employee shall be subject to discharge within sixty (60) calendar days of receipt by the Company of written notice of the delinquency.

- (D) A discharge under the terms of this Article shall be based solely upon the failure of the Employee to pay or tender payment of initiation fees and membership dues, service fees or assessments as specified herein and not because of denial or termination of membership in the Union for any other reason.
- (E) An Employee discharged by the Company under the provisions herein shall be deemed to have been “discharged for cause” within the meaning of the terms and provisions of this Agreement. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of this Article. The Company shall promptly notify the Union of any such claims of liability made against the Company.

Article 28
Safety

- (A) The Company agrees to provide a safe working environment for its employees. A Joint Safety Committee shall be established comprised of at least two (2) representatives selected by the Union, and at least one representative of the Company. It shall be the duty of this Joint Safety Committee to investigate all incidents of hazardous working conditions and unsafe acts. The Joint Safety Committee shall meet once a month and shall keep a record of its meetings, the claims submitted, recommend corrective actions, and the corrective actions.
- (B) The Chief Shop Steward may appeal any decision of the Joint Safety Committee to the General Manager.
- (C) If the Chief Shop Steward is unsatisfied at this step, the General Chairman may appeal the Joint Safety Committees decision in writing to the Director of Human Resources. If the Union is not satisfied at this step, the matter shall be submitted to Arbitration. Reasonable time off will be allowed to Joint Safety Committee Members to attend Joint Safety Committee meetings, provided such time off does not interfere with the Company’s operation. The Company shall make every effort to reschedule meetings to ensure that Joint Safety Committee Members or their alternates are available to attend. Whenever

possible such meetings will be held the same week of each month.

- (D) The policy of Allied Aviation is to provide employees who are temporarily restricted from performing some or all their regular job due to a work-related injury, an opportunity to return to the workplace and contribute whenever practicable.

The Company is required to provide a safe workplace and has the right and reserves the right to conduct a physical capacity evaluation (PCE) examination on all employees who are returning to work from work related injury resulting in a loss of time injury.

The Company agrees to provide a prompt notice to doctors related to both the completion on the ability to work in a Transitional Work Program and in the requirement of the PCE testing prior to returning to work.

Article 29
Training Program

If the Company puts new equipment into service, employees affected shall be given every opportunity to become familiar with the new equipment without change of Job Classification or Regular Rate of Pay. For the purpose of training, employees shall be selected based on minimum interruption of the operation. If training class times require such, an employee's Regular Shift Assignment hours on the class date(s) may be changed to accommodate training. The Company will explore the possibility of employee training where possible to minimize third party work. Employees scheduled for training on their Day off will be paid time and one-half (1 1/2) of their Regular Rate of Pay.

Article 30
Part-Time Fuelers

- (A) Part-Time Fuelers may be hired within the Fueler Job Classification, but their numbers shall not exceed thirty-five (35%) percent of the total number of Full-Time Fuelers in that Job Classification.
- (B) Part Time Fuelers shall be paid the Regular Rate of Pay as set forth in Article 4, Compensation.

- (C) Part Time Fuelers shall receive Holiday Pay per Article 8 (A) prorated based upon hours worked.
- (D) Part Time Fuelers may be scheduled to work up to thirty (30) hours per week, six (6) hours per day and may be scheduled five (5) consecutive days of work with two (2) consecutive Days off in each week, or an Alternative Part Time Schedule of three (3) ten (10) hour days.
- (E) Part Time Fuelers shall be paid time and one-half (1 1/2) their Regular Rate of Pay for hours worked in excess of forty (40) hours in a Workweek.
- (F) Part Time Fuelers shall accrue Seniority at the same rate of that accrued by Full Time Fuelers.
- (G) Overtime will be offered to Part Time Fuelers only after all eligible Full-Time Fuelers have been offered that same Overtime.
- (H) Part Time Fuelers are eligible for “Work and/or School Exemption” from Overtime.
- (I) Part Time Fuelers will have the first right to bid for Full Time Fueler vacancy and will meld into the operation, all Seniority rules shall apply.
- (J) In the event of Lay-off in the operation, all Seniority Rights shall apply. In Reduction of Force any Full Time Fuelers will have the option of exercising his Seniority into Part Time Fuelers position or he may accept furlough.
- (K) Any Full Time Fueler may be recalled from furlough to a Part Time Fueler position if his Seniority warrants, however, no Full Time Fueler will lose his Seniority status if he does not accept recall to a Part Time Fueler position.
- (L) Part Time Fuelers shall receive no other economic benefits other than those spelled out in this Article but shall be covered by all of the rules covering scheduling, notices, and all other work rules.

Article 31
401k Plan

For full-time employees hired prior to Date of Ratification (DOR), a 401K Plan will be offered in place of the Allied Aviation Employee Security Fund.

The full-time employees hired prior to Date of Ratification (DOR) and with twelve consecutive months of employment will be eligible to enroll in the Company 401K Plan. This Plan is very similar to the Allied Security Fund. This Plan will have a 3% Company match, for those employees enrolled in the Plan and making contributions. The Company will make the necessary arrangements to provide this Plan, if one doesn't already exist, as soon as possible after the Date of Ratification (DOR).

The employee will can choose from a long list of investment choices including mutual funds and target funds.

Article 32
Duration of Agreement

Effective (Insert DOR) through (TBD), this Agreement shall constitute the full and complete understanding and agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior agreements and/or understandings whether oral, written or implied, between the parties hereto with respect to the subject matter hereof and may only be modified by the parties in writing which shall be agreed upon and signed by both parties.

Except as otherwise specifically stated herein, this Agreement shall become effective on (Insert DOR) and shall continue in full force and effect through (TBD) and shall renew itself without change through each succeeding (Insert DOR month/day) thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended by either party hereto at least thirty (30) calendar days but not more than sixty (60) calendar days prior to (Insert DOR) or (Insert DOR month/day) in any year thereafter. The parties agree to commence bargaining for a new Collective Bargaining Agreement no later than six (6) months before the amendable date referred to above.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ALLIED AVIATION FUELING COMPANY OF HOUSTON, INC

By: _____
Edward Rose
AVP, Allied Aviation Services

By: _____
Harold W. Loy-AVP-GM
Allied Aviation Fueling Company of Houston, Inc.

By: _____
Brian Xavier AVP
Allied Aviation Services

**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, District 142**

By: _____
John M Coveny Jr
President Directing General Chair
IAM District 142

By: _____
Ken Coley General Chair
IAM District 142

By: _____
Senior Shop Steward, IAM-1