

**Collective Bargaining Agreement**

between

**Aircraft Service International,  
Inc. d/b/a Menzies Aviation  
Houston (IAH)**



And

**International Association of  
Machinists & Aerospace Workers  
District Lodge 142**



**March 01, 2024 – February 01, 202**

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1 **Parties to the Agreement:**

2  
3 Agreement entered into this **XX day of March 2026**, by and between Aircraft Service  
4 International, Inc. d/b/a Menzies Aviation (hereinafter referred to as the “Company”) and the  
5 International Association of Machinists and Aerospace Workers, AFL-CIO, District 142  
6 (hereinafter referred to as the “Union”) as representative of the employees in the Job  
7 Classifications listed herein.

8  
9 **WITNESSED:**

10  
11 **Article 1**

12 **Recognition and Scope**

13 Recognition and Scope in accordance with the provisions of the National Labor Relations Act,  
14 the Union is recognized by the Company in the Job Classifications listed herein and for such  
15 other classifications as may hereafter be mutually agreed upon.

16 This Agreement shall cover all hourly employees engaged in the aircraft services for the  
17 Company, including but not limited to the operation and maintenance of the fueling facilities at  
18 George Bush Intercontinental Airport Houston, Texas.

19 The Company recognized that it is in the mutual interests of the employees and of the Company  
20 to maintain stable labor relations through collective bargaining between the parties and through  
21 Union security for the employees individually and collectively.

22  
23 **Article 2**

24 **Promotions**

25 (A) A Promotional Vacancy in any Job Classification listed herein shall be filled by the  
26 bidding procedure. The Company shall post a Promotional Vacancy Bid for such  
27 vacancies for a period of seven (7) calendar days and shall award the vacancy to the  
28 Senior **Most** Qualified bidder and notify the Local Union.

- 1 (B) An employee filling a Promotional Vacancy shall be given a ~~thirty (30) workday~~ **ninety**  
2 **(90) calendar day** Promotional Vacancy Probation Period to demonstrate that ~~he~~ they can  
3 satisfactorily perform the work assignment involved.
- 4 (C) In filling all Promotional Vacancy, the vacancy will be awarded to the Senior Most  
5 Qualified employee bidding the vacancy.
- 6 (D) In the event that there are no Qualified bidders for a Promotional Vacancy, the Company  
7 shall fill such vacancy in the following order:
- 8 1. Assign any qualified employee within that Job Classification desiring the vacancy.  
9 2. Promote the Senior Qualified employee from a lower Job Classification desiring such  
10 a promotion.  
11 3. Hire an employee from outside the Company to fill the still open vacancy.  
12 4. When upgrading in accordance with sub-paragraph (2) of this Paragraph, the Senior  
13 Qualified shall be that employee with the most Company Seniority.
- 14 (E) The filling of all Promotional Vacancy except an original and second vacancy may be  
15 filled by the Company in the same manner as if no Qualified Employee's bid was  
16 received for the Promotional Vacancy.  
17
- 18 **(F) Employees with an EPD (Employee Performance Development) Final Warning will not**  
19 **be eligible for a promotion at that time.**  
20

## 21 Article 3

### 22 Hours of Work

- 23 (A) The Workday shall consist of a twenty-four (24) hour period **beginning at 6:00 a.m.** and  
24 a Regular Workday shall consist of eight (8) ~~or ten (10)~~ consecutive hours, inclusive of  
25 Meal Period.
- 26 (B) All time worked in any continuous Tour of Duty, including Overtime, shall be considered  
27 as work performed in the Workday within which the Tour of Duty is started.
- 28 (C) The Workweek (Pay Period) shall consist of seven (7) consecutive days, beginning at  
29 12:01 AM on Thursday and the regular weekly work schedule shall consist of ~~four (4) or~~  
30 five (5) Workdays of eight (8) ~~or ten (10)~~ hours ~~each~~ within the Workweek. Employees  
31 shall be given at least forty-eight (48) hours' notice of all Shift Changes except in  
32 emergencies when twenty-four (24) hours' notice shall be required.

1 (D) ~~Each employee shall be scheduled two (2) consecutive Days off when scheduled to work~~  
2 ~~eight (8) hour Shifts, and three (3) Days off with at least two (2) consecutive when~~  
3 ~~scheduled to work ten (10) hour Shifts in the Workweek.~~

4 **Each employee shall be scheduled two (2) consecutive days off during each work**  
5 **week.**

6 (E) Employees hereunder may request to exchange Shift, Day or Days-off, a Day/Shift Trade  
7 with other employees within their Job Classification and within the same Workweek  
8 providing Company approval.

9 (F) Shifts shall be established by the Company based on the needs of the operation.

10 (G) ~~The first Workweek each January, May and September employees covered by this~~  
11 ~~Agreement will bid Shifts and Days off within their respective Job Classification.~~  
12 ~~Preference for Shifts and Days Off will be awarded on the basis of Seniority within the~~  
13 ~~Job Classification.~~

14 **Work schedules will be rebid on the needs of service, approximately every one-hundred**  
15 **twenty (120) days, or a minimum of three (3) times per calendar year. The duration of a**  
16 **work schedule will not exceed five (5) months except by mutual agreement between the**  
17 **company and the Union General Chairperson. Preference for Shifts and Days-Off will be**  
18 **awarded on the basis of Seniority within the Job Classification.**

19 1. At least three (3) weeks prior to the effective date of the Tri-Annual Shift Bid, the  
20 Company will prepare a list of all Shifts and Days off available in each Job  
21 Classification, which will be posted on the Company Bulletin Boards. Once the Shift Bid  
22 has been posted, employees will be given an Assigned Bid Time, which assigns a date  
23 and a time in which they are to bid their Shift and Days-Off.

24 2. It is the employee's responsibility to bid ~~his~~ **their** Shift and ~~his~~ **their** Days-Off when  
25 scheduled. Employees failing to bid at ~~his~~ **their** Assigned Bid Time, will be assigned a  
26 Shift as close to ~~his~~ **their** present Shift as possible.

27 3. In the event an employee is Absent from Work because of Days-Off, Vacation, Absent  
28 from Work, or Leave of Absence, etc. during the Shift Bid, it is the employee's  
29 responsibility to bid at ~~his~~ **their** Assigned Bid Time. If the employee cannot come to work  
30 to bid, then ~~he~~ **they** may contact the Shop Steward at ~~his~~ **their** Assigned Bid Time or leave  
31 ~~his~~ **their** bid request in writing with the Shop Steward before ~~his~~ **their** departure. The  
32 Chief Shop Steward or ~~his~~ **their** Company Approved Designee will be responsible for  
33 administering the Shift Bid.

34 4. The Company will post with the Shift Bid, the telephone number of the Chief Shop  
35 Steward or the Company Approved Designee to administer the Shift Bid, so employees  
36 can call during bidding hours.



1 (B) All present employees working for Allied will receive \$4.00 per hour initially (or what  
2 was offered) on 3-1-2024 and then \$0.50 on 08/01/2024 and \$0.50 on 03/01/2025. All  
3 current employees will receive \$2.00 per hour above their current rate of pay on  
4 DOR and \$1.50 per hour each year on the first pay period following the DOR  
5 anniversary to include (Expiration Date)

6 DOR XX-XX-2026 \$2.00 per hour

7 DOR XX-XX-2027 \$1.50 per hour

8 DOR XX-XX-2028 \$1.50 per hour

9 DOR XX-XX-2029 \$1.50 per hour

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

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

## 16 Article 5

### 17 Job Classifications & Job Qualifications

18 (A) JOB CLASSIFICATIONS:

- 19 1. Lead Fuel Farm Mechanic – The duties of a Lead Mechanic shall be the  
20 same as Mechanics, and in addition he shall assign work to, and lead and  
21 direct the other Mechanics. The duties of a Lead Fuel Farm Mechanic  
22 include all responsibilities assigned to Fuel Farm Mechanic. In addition,  
23 Lead Fuel Farm Mechanics are responsible for assigning work, following  
24 up on tasks, and reporting progress to management throughout the shift.  
25 If assigned work is not completed, the Lead Fuel Farm Mechanic shall  
26 report accordingly to the on-duty Supervisor. Lead Fuel Farm  
27 Mechanics and Fuel Farm Mechanics will fill in for Lead Fuel Farm  
28 Operator on an “as needed” basis.
- 29
- 30 2. Fuel Farm Mechanic – The duties of a Mechanic shall be the repair,  
31 maintenance, and operation of all motorized equipment, all facility and system  
32 components in the Company's fueling operation and the keeping of all records  
33 pertinent thereto. The duties of a Fuel Farm Mechanic shall include

1 performing periodic maintenance and inspections on filters, pumps,  
2 valves, tanks, pressure controls, hydrant pits, metering and gauging  
3 equipment, and company vehicles. This role also requires performing  
4 basic preventative and corrective maintenance on facilities, equipment,  
5 and systems.

6  
7 **3. Lead Fuel Farm Operator** – The duties of a Lead Operator will consist of  
8 operating all components, valves, etc. in the Facility. All set up and  
9 preparation required to receive all fuel products into the Facility. The  
10 dissemination, the collection, and the computations required for the receipt  
11 and dispensal of fuel product into and out of the Facility. The collection,  
12 dissemination, and testing for the purpose of quality control of fuel products  
13 into and out of the Facility. All clerical duties related to the above. In addition,  
14 the Operator shall perform mechanical work on hydrant valves, boxes,  
15 painting, and duties of similar skill levels. The duties of a Lead Fuel Farm  
16 Operator shall be the same as Fuel Farm Operator and in addition, they  
17 shall assign work and be responsible to follow up and report progress  
18 through the shift to management. In the event that assigned work is  
19 not completed the Lead Fuel Farm Operator shall report accordingly to  
20 the on duty Supervisor. The Lead Fuel Farm Operator will also be  
21 responsible for training Fuel Farm operators and performing other duties  
22 as assigned. The Lead Fuel Farm Operator falls under the direction of  
23 management. Lead Fuel Farm Operator is a classification and they will be  
24 classified as a full time lead. They will only be able to bid on Lead Fuel  
25 Farm Operator or relief lead positions during the shift bid. If an  
26 employee wishes to resign from a Lead Fuel Farm Operator position back  
27 to Fuel Farm Operator, they must submit a request in writing and the  
28 company will accommodate the request within 14 days. Fuel Farm  
29 Mechanics will fill in for Lead Fuel Farm Operator on an “as needed” basis.

30  
31 **4. Fuel Farm Operators** – The duties of the Operators will be those that  
32 include, but are not limited to sumping of tanks, hydrant pit daily inspections,  
33 vault inspections, quality control of fuel, painting (as required) and all  
34 paperwork associated with their duties. Additionally, normal housekeeping,  
35 relate to the Operators work involved with daily operations, and records  
36 pertinent thereto. Will work under a minimum of  
37 guidance, direction and instruction from the Lead Fuel Farm  
38 Operator. Work performed shall consist of, but not limited to operate field  
39 equipment as needed to receive, store, transfer and dispense product in

1 accordance with established procedures; perform basic preventative and  
2 corrective maintenance on facilities, equipment, and systems; and  
3 as required any other facility maintenance activities. Perform all quality  
4 checks and inventory measurement checks as needed. Prepare and  
5 process required documentation as required by company policies and  
6 procedures to ensure regulatory compliance. Fuel Farm Operators  
7 will assist management as needed to maintain the facility. Perform  
8 necessary duties as directed for facility housekeeping and safety  
9 requirements such as, but not limited to, cutting weeds and  
10 painting. Once a Fuel Farm Operator has been signed off on a task they  
11 shall be required to train Fuel Farm Operators on those tasks as assigned  
12 by Management.

13 (B) **JOB QUALIFICATIONS:**

- 14 1. **Fuel Farm Mechanic**-Mechanic must have twenty-four (24) months  
15 experience and/or comparable schooling for maintenance and overhaul  
16 work on automotive type equipment both diesel and gasoline powered.  
17 Must be able to do basic welding, electrical work on motorized equipment,  
18 including reading basic schematic wiring drawings, must be able to  
19 trouble-shoot mechanical and electrical problems in motorized equipment  
20 and able to perform a wide range of calculations, including  
21 conversions, measurements, and computations related to flow,  
22 pressure, electricity, and volume in both standard and metric units.
- 23 2. **Lead Fuel Farm Operator**-Lead Operator must possess computer and  
24 math skills, basic mechanical skills, and have the ability to perform all fuel  
25 quality control testing. The Lead Operator must also be able to  
26 perform a wide range of calculations, including conversions,  
27 measurements, and computations related to flow, pressure, electricity,  
28 and volume in both standard and metric units.
- 29 3. **Fuel Farm Operator** – The same qualifications as the Lead **Fuel Farm**  
30 Operator shown above.

31  
32 (C) The Company will have the right to demote a Lead for poor or inadequate work  
33 performance after progressive discipline has been issued at Level 2 or higher, or in  
34 lieu of termination. In the event a Lead is demoted, that employee will be restricted  
35 from bidding a Lead position for (1) year.

36

1 **Article 6**

2 **Wage Rules**

- 3 (A) Accredited Service with the Company, for determining Longevity Pay increments, shall  
4 be defined as; active service on the Company's payroll in any capacity except such  
5 service prior to Resignation, Discharge or Lay-off when Recall Rights have expired.  
6 Leaves counting towards Accredited Service are the entire duration of Military Service  
7 Leave or Union Business Leave, On the Job Injury, and Leave of Absence up to a  
8 maximum of six (6) months.
- 9 (B) An employee assigned to a Shift that begins at or after 17:00 and before 06:00 shall  
10 receive a Shift Differential of thirty cents (0.30¢) per hour. No Shift Differential shall be  
11 received by an employee assigned to a Shift which begins at or after 06:00 and before  
12 17:00.
- 13 (C) An employee shall receive the Shift Differential applicable to ~~his~~ **their** Regular Shift  
14 Assignment for all work performed while ~~he is~~ **they are** so assigned, including Overtime.
- 15 (D) Employees required to rotate through shifts involving a day shift and night shift or vice  
16 versa shall receive a Shift Differential of twenty cents (0.20¢) per hour for all hours  
17 worked during the Workweek. Such rotating shifts shall be filled first by the Most Senior  
18 Qualified employees who volunteer for such shifts. In the event that an insufficient  
19 number of employees volunteer to fill the necessary rotating shifts, such unselected shifts  
20 shall be filled by assignment of the Junior Most Qualified employees.
- 21 (E) If an employee voluntarily transfers from a higher Job Classification to a lower Job  
22 Classification, and if the Company agrees to such a transfer, the employee shall be paid  
23 the highest Regular Rate of Pay ~~his~~ **their** Seniority will allow in the lower Job  
24 Classification.
- 25 (F) An employee who is promoted to a higher Job Classification shall not be paid less than  
26 the Regular Rate of Pay ~~he~~ **they** received at the time of promotion or less than the lowest  
27 Regular Rate of Pay of the higher Job Classification.
- 28 (G) **The Company will establish designated trainers to be paid a differential of one**  
29 **dollar (\$1.00) per hour while providing instruction to trainees. Designated trainers**  
30 **will perform all duties of their regular job classification in addition to providing on-**  
31 **the-job instruction to their assigned trainees. The premium shall only be paid to the**  
32 **designated trainers during the hours for which instruction was provided. The**  
33 **company shall distribute the training differential as equally as possible among**  
34 **volunteers. Designated trainers shall meet the requirements outlined in the**  
35 **Company's Learning and Development Policy. Revisions to the Learning and**

1 Development Policy shall be communicated to the Union as soon as the revision is  
2 available.

3  
4  
5 **Article 7**

6 **Overtime Compensation**

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

- 9 1. However, employees are required to obtain prior approval from the Company  
10 before actually working any overtime.
- 11 2. Any employee who works overtime and fails to obtain prior approval before  
12 performing any overtime work may be subjected to the Company's  
13 disciplinary procedures up to and including termination.  
14

15 (A) An Overtime Rate of time and one-half (1 1/2) will be paid for all hours worked over  
16 forty (40) hours in the Workweek. Overtime Pay for hours worked as described above  
17 shall not be paid where such hours result from a change in an employee's Regular Shift  
18 Assignment.

19 (B) Overtime shall be distributed as equally as possible among all Qualified Employee's on  
20 duty in each Job Classification.

- 21 1. When Overtime is needed for less than eight (8) hours the employee with  
22 the least amount of Overtime Hours to ~~his~~ **their** credit on duty will be  
23 asked to work. If Overtime is needed for more than eight (8) hours, the  
24 employee with the least amount of Overtime Hours to ~~his~~ **their** credit on  
25 ~~his~~ **their** Days-Off will be called in. If an employee on ~~his~~ **their** Days-Off  
26 cannot be contacted, or refuses the Overtime, the employee with least  
27 amount of Overtime Hours to ~~his~~ **their** credit on duty will be asked to  
28 work.

- 29 2. In the event all employees refuse the Overtime offered, the Full Time  
30 Employee on duty with the least amount of Overtime Hours to ~~his~~ **their**  
31 credit will be required by the Company to work the Overtime, which is  
32 known as "Required Overtime". Employees who leave work while on  
33 "Required Overtime" will be suspended immediately, and that employee  
34 will face Disciplinary Action up to and including Termination.

- 1 3. No employee will be placed on the Overtime List until after successfully  
2 completing ~~his~~ **their** required Probationary Period.
- 3 4. Employees who do not want to work Overtime may request in writing that  
4 ~~his~~ **their** name be removed from the Overtime List during the Shift Bid.  
5 ~~His~~ **Their** name will be removed from the Overtime List for the period of  
6 that Shift Bid. Removal of one's name from the Overtime List does not  
7 disqualify ~~him~~ **them** from "Required Overtime".
- 8 5. An employee can be held on "Required Overtime" no more than 16 hours  
9 in the same Workweek/Pay Period.
- 10 6. Anyone who is off work and/or off the work schedule due to an On-the-  
11 Job Injury, Temporarily Upgraded to Supervisor, or is off on Union  
12 Business for thirty (30) days or more, will return to the Overtime List with  
13 no more than eight (8) hours less than the lowest employee on the  
14 Overtime List.
- 15 7. The employee involved in a Day/Shift Trade that actually requested said  
16 Day/Shift Trade will not be eligible for Overtime that Day/Shift.
- 17 (C) Any employee called back to work by the Company after completing ~~his~~ **their** Regular  
18 Shift Assignment shall be paid for not less than four (4) hours at the Overtime Rate.
- 19 (D) When an employee is off work due to Illness, On the Job Injury, Union Business, Leave  
20 of Absence, Jury Duty, Bereavement Leave, suspension, etc. ~~he~~ **they** will not be  
21 considered for Overtime, and shall not be charged for Overtime, until ~~he~~ **has they have**  
22 again reported for work and completed ~~his~~ **their** first Regular Shift Assignment.
- 23 (E) After an employee has been released from an Overtime Assignment the Company will  
24 not recall ~~him~~ **them** for Overtime until ~~he~~ **they** has been off work for seven and one-half  
25 (7 1/2) hours.
- 26 (F) An employee shall not be considered for Overtime the day preceding ~~his~~ **their** Paid  
27 Vacation Time and shall not be considered for Overtime until completing ~~his~~ **their** first  
28 Regular Shift Assignment following ~~his~~ **their** Paid Vacation Time.
- 29 (G) It is agreed that the Company will keep and maintain the Overtime Records and Overtime  
30 Lists.
- 31 (H) The Company will be responsible to ensure that the employees are called and scheduled  
32 for Overtime.
- 33 (I) The Company shall make a reasonable effort to give advanced notice of all Overtime.

- 1 (J) Employees required (“Required Overtime”) to work sixteen (16) hours or more including  
2 their Regular Shift Assignment will be given a Rest Period of at least eight (8) hours  
3 before being required to report to work again. In the event that this Rest Period extends  
4 into a Regular Shift Assignment, the employee will be paid for such time lost at ~~his~~ **their**  
5 Regular Rate of Pay. In the event ~~his~~ **their** Rest Period extends into ~~his~~ **their** hRegular  
6 Shift Assignment, which is a Paid Holiday, the employee will be paid for such time lost at  
7 ~~his~~ **their** Holiday Rate of Pay provided ~~he~~ **they** reports-to work after receiving the  
8 required Rest Period. Nothing herein shall require the Company to utilize a low employee  
9 for Overtime when ~~he~~ **they** would not have the proper rest as provided in the Agreement.  
10 When an employee who has been on Required Overtime is required to work with less  
11 than (8) hours rest, and Article 7, Paragraph (C) 1, and 3 are adhered to, and the  
12 employee will be paid at the rate of time and one-half (1 1/2) for those hours needed to  
13 make up the eight (8) hour Rest Period.
- 14 (K) If an employee who feels ~~he~~ **they** has ~~have~~ been By-Passed for Overtime, ~~he~~ **they** must  
15 file a Grievance with the Union, and then if the grievance is found to have merit, the  
16 Company will make arrangements for that employee who was By-Passed for Overtime to  
17 work an Open Shift or as an Additional Coverage Shift, on as close as possible to the  
18 same Shift as the original Overtime and as close as possible to the same day of the week  
19 as the original Overtime.

## 20

## 21 Article 8

### 22 Holidays

- 23 (A) The following Holidays are recognized in this Agreement as Paid Holidays, and only  
24 employees actually scheduled and/or who actually work the Holiday will be eligible to  
25 receive Holiday Pay. Those Paid Holidays are as follow:
- |    |                  |                                 |
|----|------------------|---------------------------------|
| 26 | New Year’s Day   | Labor Day                       |
| 27 | Independence Day | Memorial Day                    |
| 28 | Thanksgiving Day | Martin Luther King Day          |
| 29 | Christmas Day    | <b><u>Christmas Eve Day</u></b> |
- 30 (B) Only employees who work on any of the above Holidays, shall receive Holiday Pay, and  
31 shall receive the Holiday Pay Rate of, Double Time (Two Times ~~his~~ **their** Regular Rate of  
32 Pay) for all hours worked on that Holiday.
- 33 (C) ~~Each January employees with ten (10) full years or more of Accredited Service shall be~~  
34 ~~entitled to two (2) Personal Days each calendar year, and employees with five (5) full~~

1 years or more of Accredited Service shall be entitled to one (1) Personal Day each  
2 calendar year.

3 a. ~~— All employees hired prior to DOR will receive one personal day effective~~  
4 ~~January 1, 2020 in addition to the existing personal days as outlined in~~  
5 ~~Article 8-C~~

6 **Effective January 1st of each calendar year, personal days will be granted to employees**  
7 **based on completed years of continuous service as follows:**

- 8  
9
- 10 • **Employees who have completed their initial probationary period will receive one (1)**  
11 **personal day per calendar year.**
  - 12 • **Employees who have completed three (3) years or more of Accredited Service will**  
13 **receive two (2) personal days per calendar year.**
  - 14 • **Employees who have completed seven (7) years or more of Accredited Service will**  
15 **receive three (3) personal days per calendar year.**

16 (D) **On DOR all eligible employees will have their Personal Day bank adjusted to reflect**  
17 **the new balances above. Personal day eligibility is determined based on completed service**  
18 **as of January 1st of the applicable year. Personal days are non-cumulative and must be**  
19 **used within the calendar year.**

20  
21 (E) The Company must be informed of the employee's intent to use such Personal Days, at  
22 least seven days in advance of their use, and may not be taken without prior Company approval.

## 24 Article 9

### 25 Vacation

26 (A) ~~On and after January 1st of each year, all Full Time Employees shall accrue, Paid~~  
27 ~~Vacation Time on the following basis:~~

28 1. ~~— Employees who have completed one (1) full year of service will receive one (1)~~  
29 ~~week of Paid Vacation Time.~~

30 2. ~~— Employees who have completed two (2) full years of service will receive two (2)~~  
31 ~~weeks of Paid Vacation Time.~~

1 3. — Employees who have completed five (5) full years of service will receive three (3)  
2 weeks of Paid Vacation Time.

3 4. — Employees who have completed ten (10) full years of service will receive four (4)  
4 weeks of Paid Vacation Time.

5 Employees who have completed less than one full (1) year of service as of  
6 January 1st, will receive Paid Vacation Time as follows:

7  
8 ~~Years of Accredited Service: Paid Vacation Time:~~

9 ~~1 to 3 Full Months — 0 Vacation Days~~

10 ~~4 to 5 Full Months — 1 Vacation Days~~

11 ~~6 to 7 Full Months — 2 Vacation Days~~

12 ~~8 to 9 Full Months — 3 Vacation Days~~

13 ~~10 to 11 Full Months — 4 Vacation Days~~

14  
15 **All employees will fall under Menzies vacation policy as defined by the policy, but at no**  
16 **time will employees suffer a reduction as a result of a policy change.**

17 **Employees will be eligible to receive a pro-rated vacation entitlement during their first year**  
18 **of service after completing the probationary period. The amount allocated will be pro-rated**  
19 **from your starting date to December 31st in that year based on your job title and**  
20 **entitlement. This amount will need to be taken before December 31st of that year. All**  
21 **vacation entitlement for each calendar year will then be given on January 1st of each year**  
22 **based on the table above. No vacation time may be carried over from one year to the next**  
23 **unless required by state law. Upon termination of employment, any unused amount will be**  
24 **pro-rated based on that year's entitlement and the number of pay periods worked and will**  
25 **be paid out to the employee. In no other circumstances will payment in lieu of vacation be**  
26 **permitted.**

27

<b><u>Position</u></b>	<b><u>0 to 1 Years</u></b>	<b><u>2 to 4 Years</u></b>	<b><u>5 to 9 Years</u></b>	<b><u>10+ Years</u></b>
<b><u>Hourly paid employees</u></b>	<b><u>80 hrs</u></b>	<b><u>96 hrs</u></b>	<b><u>120 hrs</u></b>	<b><u>160 hrs</u></b>

28  
29  
30

31 **(B)** At the time of the Vacation Bid, only one (1) employee in each Job Classification will be  
32 allowed to bid Paid Vacation Time off in a given Vacation Week unless approved by the

1 Company. Employees may, during the course of the year, submit a request for a Vacation  
2 Week already occupied. If sufficient Manpower is available, the Company will not  
3 unduly deny the request.

- 4 1. ~~Employees with ten (10) full years of Accredited Service will be permitted to~~  
5 ~~split one Vacation Week (5 days) of Paid Vacation Time into separate Paid~~  
6 ~~Vacation Days on the following basis: At the time of the Vacation Bid, the~~  
7 ~~employee must also indicate that he wishes to take five (5) days of his Paid~~  
8 ~~Vacation Time entitlement and convert them into Paid Vacation Days. Paid~~  
9 ~~Vacation Days selected May Not fall on any Holiday listed in this Agreement.~~
- 10 2. ~~These five (5) Paid Vacation Days may be taken singularly or up to three (3)~~  
11 ~~consecutive days.~~
- 12 3. An employee may, with the Company's approval, take a Paid Vacation Day,  
13 provided ~~he~~ **they** gives five (5) calendar days advance notice. The Company  
14 shall answer, in writing, the request within forty-eight (48) hours of receipt of  
15 that request at the Main Office.
- 16 4. The employee must have made all of ~~his~~ **their** Paid Vacation Day choices by  
17 August 1st of the Vacation Year. If the employee has not made ~~his~~ **their**  
18 selection(s) by August 1st, the Company ~~will~~ **may** assign dates to ~~him~~ **them** in  
19 the period August 1st through December 31st.

20 (C) ~~Paid Vacation Time taken by the Vacation Week shall begin on the Monday of the~~  
21 ~~Vacation Week selected on the Vacation Bid.~~

22 (D) In the first Pay Period of December of each year, the Company will post the Vacation Bid  
23 showing the Vacation Weeks available for the coming year. Vacation preference will be  
24 awarded in accordance with an employee's Seniority and Job Classification. The Vacation  
25 Bid for the upcoming year will be posted no later than December 15th each year. After  
26 the Vacation Bid is posted, the employees will be able to bid on any open Vacation  
27 Week(s) available during their Assigned Bid Time posted with Vacation Bid.

28 (E) If the employee fails to bid ~~his~~ **their** Paid Vacation Time at ~~his~~ **their**- Assigned Bid  
29 Time, ~~he~~ **they** will be bypassed. If the employee fails to bid ~~his~~ **their** Paid Vacation Time  
30 before the end of the Vacation Bid, the Company will ~~may~~ assign that employee Paid  
31 Vacation Time.

32 (F) Paid Vacation Time pay will include Shift Differential if the employee would be normally  
33 entitled to Shift Differential during the period ~~of his~~ **their** Paid Vacation Time.

34 (G) Paid Vacation Time pay will be taxed separately when Paid Vacation Time pay is paid a  
35 week in advance of the employee's bid Paid Vacation Time.

1 (H) ~~An employee who's Paid Vacation Time entitlement is two (2) Vacation Weeks may, at~~  
2 ~~the employee's option, Sell Back Paid Vacation Time to the Company at his Regular Rate~~  
3 ~~of Pay, all his Paid Vacation Time in excess of one (1) Vacation Week. If an employee~~  
4 ~~decides to Sell Back Paid Vacation Time in lieu of taking Paid Vacation Time off, he must~~  
5 ~~inform the Company of that decision at the time of the Vacation Bid.~~

## 7 Article 10

### 8 Seniority

9 (A) New Employees shall be considered on Probation for a Probation Period of ninety (90)  
10 ~~working~~ **calendar** days of Accredited Service with the Company. Accredited Service with  
11 the Company, for determining the New Employee's Probation Period shall be defined as;  
12 length of active service performed (actual days worked) by the New Employee. This  
13 Accredited Service starts on the New

14 Employee's Date of Hire (first day of work), and ends after actually working ninety (90)  
15 days. Under this Agreement, Company Seniority shall be defined as length of continuous  
16 service performed for the Company by an employee in any Job Classification. Accredited  
17 Service with the Company, for determining Company Seniority shall be defined as active  
18 service on the Company's payroll in any capacity and in any Job Classification beginning  
19 on the employee's Date of Hire.

20 (B) Classification Seniority shall be defined as length of continuous service performed  
21 (worked) by an employee in a given Job Classification. Accredited Service with the  
22 Company, for determining Classification Seniority shall be defined as; active service on  
23 the Company's payroll by an employee in a given Job Classification. These  
24 Classifications will be defined as follows:

- 25 1. **Lead Fuel Farm Mechanic** ~~Maintenance Classification~~—All Lead  
26 ~~Mechanics and Mechanics~~
- 27 2. **Fuel Farm Mechanic** ~~Operators Classification~~—All Operators Personnel
- 28 3. **Lead Fuel Farm Operator** ~~Lead Operator Classification~~—All Lead  
29 ~~Operators~~
- 30 4. **Fuel Farm Operator**

31 (C) When a vacancy occurs in a specific Job Classification, and no one within that same Job  
32 Classification bids on the vacancy, then the most Senior Qualified employee from any  
33 Job Classification who bids the vacancy will be awarded that vacancy. The successful  
34 bidder shall be given a ~~thirty (30)~~ **ninety (90)** calendar day Probation Period. Once

1 successfully completing the Probation Period in ~~his~~ **their** new Job Classification, the  
2 successful bidder will begin accumulating Classification Seniority in ~~his~~ **their** new Job  
3 Classification effective back to the start of ~~his~~ **their** Probation Period. Classification  
4 Seniority will be used to determine the Shift Bid order in that given Job Classification.  
5 Company Seniority will be used to determine Vacation Bid order in all Job  
6 Classifications.

7 **(D)** Employees in a Lead Position will be considered in the same Job Classification as the  
8 personnel they are directing. *(Example: A Lead Fuel Farm Operator will be in the*  
9 *Operator Classification; a Lead Mechanic will be in the Maintenance Classification.)*

10 1. An employee holding a Lead Position at the time of a Shift Bid cannot be  
11 bumped from ~~his~~ **their** Lead Position during the Shift Bid. *(Example: An*  
12 *Operator with more Seniority than a Lead Operator cannot bump the Lead*  
13 *Operator during the Shift Bid)*

14 2. When a vacancy becomes available for a Lead Position, Leads ~~Men~~ may bid  
15 the open Lead Position first, if no Leads ~~Men~~ bid, then Full Time Operator  
16 may bid on the open Lead Position. If no Lead or Operator bids the open Lead  
17 Position the Company, based on qualifications set forth by the Company, shall  
18 assign an employee to the open Lead Position. After the employee awarded  
19 the open Lead Position has completed ~~his~~ **their** Probation Period in the Lead  
20 Position, ~~he~~ **they** will then be eligible to bid on any Lead Position during the  
21 next Shift Bid according to ~~his~~ **their** Company Seniority, provided such Shift  
22 Bid has not already been posted. In such an event, ~~he~~ **they** shall be eligible to  
23 bid the any Lead Position the next Shift Bid.

24 **(E)** If a Reduction in Force is necessary, the least Senior Qualified employee in the Job  
25 Classification affected shall have the option of being Laid-off or displacing the least  
26 Senior Qualified Employee in a former or lower Job Classification in which ~~he~~ **has they**  
27 **are** qualified.

28 **(F)** Employees Laid-off due to a Reduction in Force shall retain Recall Rights for a period of  
29 twelve (12) months.

30 **(G)** Recalls after a Reduction in Force shall be on a Seniority basis. Credit shall be given for  
31 an employee's length of Accredited Service prior to the Reduction in Force in  
32 determining the Regular Rate of Pay applicable when the employee is reemployed in the  
33 same or another Job Classification. The Company shall send a Notice of Recall by  
34 registered mail to the last address on file, and if the employee fails to report to work  
35 within seven (7) calendar days after the **delivery** ~~mailing~~ of a Notice of Recall, ~~he~~ **they**  
36 shall lose all Seniority Rights. The Union shall receive a copy of each Notice of Recall.

- 1 (H) A vacant Lead Position (non-Lead personnel bidding into an open Lead Position at Shift  
2 Bid) shall be filled by the Senior Most Qualified bidder from within that Job  
3 Classification per Article 2 and ~~he~~ they will have a ~~thirty~~ ninety (30 90) calendar day  
4 Probation Period to qualify. If there are no bidders, the Company may assign the most  
5 Junior Most Qualified Employee from within that Job Classification.
- 6 (I) Seniority shall only govern choice of Shifts, Days off and Vacations within each Job  
7 Classification of employees.
- 8 (J) A Seniority List giving the name, Date of Hire, and Job Classification shall be furnished  
9 the Union one (1) month after the signing of the Agreement and quarterly thereafter.
- 10 (K) An employee who is Terminated for Cause, or who Resigns from the service of the  
11 Company shall lose all Seniority Rights.
- 12 (L) If a dispute arises between employees having the same Date of Hire, Seniority shall be  
13 established alphabetically between the last names of the concerned employees (A through  
14 Z), "A" being the most senior.
- 15 (M) An hourly employee promoted to a Supervisor Position who remains in the position for  
16 less than one hundred twenty (120) continuous calendar days, shall continue to retain and  
17 accrue Seniority under this Agreement. If at the end of that period ~~he~~ they remains in the  
18 Supervisory Position, ~~he~~ they shall forfeit all Seniority rights under this Agreement.

## 20 Article 11

### 21 Leave of Absence

- 22 (A) The Company agrees to abide by the Family and Medical Leave Act (FLMA), as it may  
23 be amended from time to time, for all eligible employees covered by this Agreement.  
24 Employees with a balance must use any form of time off (Vacation, Personal Days,  
25 Sick) before taking unpaid time for approved FMLA. All Family and Medical Leave  
26 Act (FLMA) leave will be unpaid leave if PTO is not available to the employee.
- 27 (B) Upon approval by the Company, a Leave of Absence of up to twelve (12) weeks during  
28 any rolling twelve (12) month period may be granted an employee. During a Leave of  
29 Absence, the employee's Seniority shall accumulate.
- 30
- 31 (C) If any such Leave of Absence is extended by the Company it must be approved by the  
32 Union, and the employee will accrue and retain Seniority. An employee accepting gainful  
33 employment while on Leave of Absence, except as specifically approved in writing by  
34 the Company, automatically terminates ~~his~~ their employment with the Company.

1 (D) Employees who have a bona fide, verifiable reason that may require time off, may be  
2 granted an appropriate Leave of Absence by the Company. An Employee's Seniority will  
3 continue to accrue during a Leave of Absence. However, in no event will Seniority accrue  
4 to more than one (1) year.

5 (E) An employee not returning from a Leave of Absence within one (1) year automatically  
6 terminates ~~his~~ **their** employment with the Company, with the exception of FLMA and  
7 Military Leave. Seniority will be retained when a Leave of Absence exceeds one (1) year  
8 for Military Leave.

9 (F) All leaves shall run concurrently, and all leaves shall run in a rolling twelve (12) month  
10 period.

11

12

## Article 12

13

### Military Leave – Retention of Seniority

14 (A) The re-employment and Seniority status of any employee hereunder, who while in the  
15 active service of the Company entered into the Armed Services of the United States shall  
16 be governed by the provisions of the Selective Service and Training Act of 1948, as  
17 amended, or other applicable law.

18 (B) Employees on Leave of Absence, on Reserve or National Guard Annual Training Period  
19 shall accrue Seniority and length of Accredited Service credit for pay purposes for time  
20 spent on such leave.

21

22

## Article 13

23

### Termination of Employment

24 Employees covered by this Agreement shall give the Company two (2) weeks' notice of  
25 resignation in writing.

26

27

## Article 14

28

### Work Clothes and Tools

29 (A) All employees will be required to wear Only Company Issued Uniforms while on duty.  
30 The Company will furnish each employee with Company approved uniforms. The  
31 Company Uniform Issue will consist of:

- 1           1. Company Shirts – Shirts must be worn correctly with buttons neatly buttoned,  
2           and shirttails must be tucked in at all times.
- 3           2. Company Pants – Pants must be worn correctly on the waist and a belt is  
4           required.
- 5           3. Company Caps – Caps must be worn with the bill straight and forward, not to  
6           either side or the backwards. Caps must be Company issue; no other caps will  
7           be worn while on duty.

8   **(B)**    The maintenance and laundering of Company Uniforms shall be the responsibility of the  
9           Company. Employees who fail to report to work in a clean Company Uniform and/or fail  
10          to maintain a professional appearance while on duty will face Disciplinary Action up to  
11          and including Termination.

12   **(C)**    Damage to Company Uniforms that is Unrelated to Work (the cutting off of shirtsleeves,  
13          pant legs, etc.) is strictly prohibited. The full cost of repair or replacement of Company  
14          Uniform items suffering such damage will be the employees to bear.

15   **(D)**    Upon Termination from the Company, the employee will return all Company Uniforms  
16          issued by the Company immediately. The employee will reimburse the Company at the  
17          time of Termination for any Company Uniforms lost or damaged. All other Company  
18          items issued in the last six (6) months, including ~~his~~ **their** heavy jacket, foul weather gear,  
19          goggles, hearing protection, and flashlight must be returned to the Company.

20   **(E)**    Employees will be issued one (1) pair neoprene gloves on a Monthly basis. Interim  
21          replacement may be made on a conditional basis and damaged gloves must be returned to  
22          the Company before a replacement pair will be made available.

23   **(F)**    Employees covered by this Agreement are required to report to work in neat and clean  
24          Company Issued Uniform at all times. Employees are required to wear Only Company  
25          Issued Uniforms, including Company Issued Jackets and Caps.

26   **(G)**    ~~Employees are required to wear approved work shoes or work boots while on duty.  
27          The Company will select and provide approved work shoes or boots to all hourly employees that  
28          have successfully completed their probationary period. All employees on probation as of  
29          November 1st, and all employees starting their employment after November 1st will be required  
30          to purchase a pair of the Company approved work shoes or boots as a condition of their  
31          employment. Any employee that has received a pair of Company provided work shoes or boots  
32          that terminates his employment between November 1st and April 1st will be required to return  
33          those boots with his uniform issue at the time of his termination. It is the employee's  
34          responsibility to replace worn, damaged, or lost work shoes or boots after November each year.~~

35   **Employees are required to wear approved work shoes or work boots while on duty. The**  
36   **Company will provide at least a (ninety) \$90.00 dollar allowance yearly to select boots from**  
37   **a Company approved vendor to all hourly employees that have successfully completed their**

1 probationary period. All employees will be required to purchase a pair of the Company  
2 approved work shoes or boots as a condition of their employment. It is the employee's  
3 responsibility to replace worn, damaged, or lost work shoes or boots. If an employee  
4 needs boots replaced before the yearly allowance, the company will  
5 consider condition and replace on a case-by-case basis.  
6

7  
8 (H) The Company will provide Foul Weather Gear, which will consist of boots, raingear, light  
9 jacket, and cap. The Company on a conditional basis will replace this gear. Any damaged  
10 gear must be returned to the Company before replacement gear will be made available.

11 (I) Every three (3) years the Company will provide employees with a heavy jacket. The  
12 company will provide hearing protection, safety goggles/eye protection, and all  
13 replacement parts for same and additional safety equipment as deemed necessary.  
14 Replacements will be on a condition basis. The Company will furnish flashlights,  
15 batteries and bulbs for employees required to use such flashlights. Replacement will be  
16 on a condition basis and any damaged flashlights, batteries and bulbs, must be returned to  
17 the Company before a replacement will be made available.

18 (J) The Company shall provide Mechanics with Toolbox Insurance up to the amount of  
19 \$5,000 with \$100.00 deductible per claim annually. All Mechanics are required, and they  
20 must furnish the Company with an itemized list of the tools to be insured, verified by the  
21 Company annually. Insurance levels for each (Mechanics) will reflect the actual tools  
22 left at work on a regular basis. The Company reserves the right to compare the Mechanics  
23 itemized tools list to ~~his~~ **their** actual tools left at work at any time.

24 (K) Employees are responsible for the maintenance and safekeeping of all Company issued  
25 safety items, work articles, and tools. Employees will reimburse the Company for items  
26 not returned for replacement on a condition basis. Employees will not be permitted to  
27 work unless they are in possession of, and utilizing all necessary and required Company  
28 Issued Equipment.

## 30 Article 15

### 31 Bulletin Board

32 The Company will provide a lockable glass covered bulletin board (~~48" X 36"~~ 30" x 36") for  
33 use by the Union. All notices placed on such boards shall solely relate to official Union Business  
34 and shall have the official signature of the Union.

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**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.

**Article 18**

**Meal Periods**

(A) Employees will be afforded a thirty (30) minute meal period.

1 (B) Meal Periods shall be provided not earlier than two (2) hours after commencement of a  
2 Regular Shift Assignment and not later than six (6) hours after commencement of a  
3 Regular Shift Assignment.  
4

5 **Article 19**

6 **No Strike – No Lockout**

7 As this Agreement provides for the amicable adjustment of any and all disputes and grievances,  
8 the Company agrees not to Lockout any employee or group of employees while this Agreement  
9 is in effect, and the Union and employees agree that it will not cause or call any Strike, Sit-  
10 Down, Sickout, Stay-In or Slowdown.  
11

12 **Article 20**

13 **Management Clause**

14 The management of the Company and the direction of its employees, including the establishment  
15 of working conditions, the hiring, promoting, demoting, and rehiring of employees, the  
16 suspending, discharging or otherwise disciplining of employees and the reduction or increase in  
17 working forces are the exclusive functions of management, to the extent that any of such matters  
18 are not otherwise covered or provided for in this Agreement; and provided that in the exercise of  
19 such functions, the management shall not violate any provision of this Agreement or discriminate  
20 against any employee because of his their membership in, or lawful activity on behalf of the  
21 Union.  
22

23 **Article 21**

24 **Absence from Work**

25 (A) Employees hereunder shall not be unreasonably or excessively Absent from Work. It is  
26 the responsibility of the employee Absent from Work, to report any Absence and the  
27 reason, to the Company (a Company Supervisor or Manpower Control) at least two (2)  
28 hours prior to the start time of his their Regular Shift Assignment. Such notice will not be  
29 considered if the employee does not comply with the two (2) hour call in prior to his their  
30 Regular Shift Assignment's start time. It is also the employee's responsibility to keep the  
31 Company (a Company Supervisor or Manpower Control) advised daily, or at a regular  
32 interval agreed to by the employee's Department Manager as to the status related to the  
33 Absence.

- 1 (B) The employee must submit written statements of these circumstances to the Company  
2 immediately upon their return to employment if requested by the Company.
- 3 (C) In Absent from Work cases of three (3) continuous Workdays or more, the employee must  
4 provide the Company **with** a written excuse from a medical doctor or qualified  
5 professional immediately upon returning to work. An excuse from a medical doctor or  
6 qualified professional does not strike the Absence from Work from the employee's  
7 Attendance Record, and it will be considered an Attendance Incident.
- 8 (D) Employees Absent from Work without notifying the Company two (2) hours prior to their  
9 Regular Shift Assignment's start time, known as "No Call No Show", will forfeit ~~his~~ **their**  
10 right to work that day and will face Disciplinary Action in accordance with the  
11 company's Progressive Disciplinary Policy. Employees who have a "No Call No Show"  
12 may not return to work until they have had a hearing with Management.
- 13 (E) ~~Effective August 1, 2011, employees can accrue eight (8) of Sick Time for every one (1)~~  
14 ~~full month of service without an Incident of Absent from Work or Tardiness in that same~~  
15 ~~one (1) month period. Employees can accrue up to sixty (60) days or four hundred eighty~~  
16 ~~(480) hours of Sick Time. Any days earned after the accrual of sixty (60) days or four~~  
17 ~~hundred eighty (480) hours of Sick Time will be paid to that employee at his Regular~~  
18 ~~Rate of Pay.~~ **Employees shall receive forty (40) hours five (5) days of Sick Time**  
19 **annually.**
- 20 **Employees may accrue Sick Time up to a maximum of three hundred sixty (360)**  
21 **hours (forty-five (45) days).**
- 22 **Once an employee reaches the maximum accrual cap of three hundred sixty (360)**  
23 **hours (forty-five (45) days), no additional Sick Time shall accrue. If an employee**  
24 **uses Sick Time after reaching the accrual cap and their balance falls below the**  
25 **maximum, Sick Time accrual shall resume at the beginning of the next calendar**  
26 **year.**
- 27 (F) ~~Effective DOR, employees with accrued sick may sell those accrued hours back to the~~  
28 ~~Company at their Regular Rate of Pay.~~
- 29 • **All sick leave will be issued on January 1st of each year.**
- 30 • **On DOR all employees will be given forty (40) hours (5 days) of sick time**  
31 **added to their banks.**
- 32 • **An employee will not be paid sick time unless the employee notifies his**  
33 **their supervisor and inputs in the UKG App, prior to the start of their**  
34 **scheduled work shift.**

- 1 • When an employee's sickness is for three (3) days, a doctor's certificate
- 2 covering the duration of the sickness must be presented to their
- 3 supervisor upon returning to work
- 4 • For absences lasting more than three (3) days, employees may be referred
- 5 to the Company's Leave of Absence Department, at which time, they will
- 6 not be permitted to return to work until the LOA team has evaluated and
- 7 cleared the employee verified the employee is cleared to return to work
- 8 with or without restrictions and/or modifications to their job duties.
- 9 • In so far as possible employees are required to call in at least two
- 10 hours before the start of their shift in accordance with the Departmental
- 11 Notification Procedure.

## 12

### 13 Article 22

#### 14 General

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

- 1 (H) The Company shall have the right to conduct Post-Accident Drug and Alcohol Testing.  
2 Employees cover under this Agreement that refuse or fail a Post-Accident Drug and  
3 Alcohol testing are subject to immediate Termination.
- 4 (I) The Company shall have the right to conduct Drug and Alcohol Testing based on  
5 reasonable suspicion and just cause. Employees covered under this Agreement that refuse  
6 or fail a reasonable suspicion/just cause Drug and Alcohol testing are subject to  
7 immediate Termination.
- 8 **(J) The Company and the Union agree to work jointly in coordinating the services of**  
9 **their respective Employee Assistance Programs (EAPs). The Company and the Union EAP**  
10 **programs will maintain a cooperative relationship in assisting employees. The Union as**  
11 **well as Company EAP will be offered to employees upon request who have continuing**  
12 **personal issues which may adversely affect their work performance. An employee's**  
13 **employment will not be affected if they choose to self-disclose prior to any company policy**  
14 **violation. The Company is committed to providing resources to assist the employees.**

15  
16 **Article 23**

17 **Bereavement**

- 18 (A) Employees will be given a Bereavement Leave of three (3) consecutive Days-off with  
19 pay in case of the death in the employee's immediate family member ~~including Parent,~~  
20 ~~Legal Spouse, Child, Brother, Sister, Grandparent, Parent-In-Law, Legal Stepparents, or~~  
21 ~~Stepchildren.~~ **For purpose of bereavement leave, immediate family member refers to**  
22 **a parent, spouse, domestic partner, grandparent, child, sibling, mother-in-law or**  
23 **father-in-law to include step-relations.**
- 24
- 25 (B) Additional time off without pay up to a maximum of four (4) consecutive Days off may  
26 be granted by the Company when necessary, with respect to handling family affairs and  
27 arrangements.
- 28 (C) Employees are required to provide the Company with documentation verifying the  
29 relative's death for Bereavement Leave to be authorized.

30  
31 **Article 24**

32 **Jury Duty**

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

6

7

## Article 25

8

### Hospitalization and Insurance

9 The Company shall provide the Medical Benefits and Life Insurance as set forth in the Annual  
10 Open Enrollment Booklet published each year, per the Company benefits program.

11	Employee Only	Employee + 1	Family
12	20%	20%	20%

13 Starting with the open enrollment for each calendar year ~~January 2025~~, any employee who  
14 elects not to take medical insurance coverage offered by the Company will receive forty dollars  
15 (\$40.00) per week for waiving Employee Only Coverage, fifty dollars (\$50.00) per week for  
16 waiving Employee Plus One Coverage, or sixty dollars (\$60.00) per week for waiving Family  
17 Coverage. The Menzies Corporate Human Resource Department must verify the coverage  
18 reimbursement level and the employee must complete an Opt-Out Form and provide proof of  
19 coverage. The first weekly payment begins in the month of January 2025. ~~All present employees~~  
20 ~~from Allied will be able to opt out of benefits during the first 30 days of employment with~~  
21 ~~Menzies Aviation and the first weekly payments will begin the pay period following the receipt~~  
22 ~~of the completed Opt-Out Form and proof of coverage. Employees who elect this option will not~~  
23 ~~be eligible for coverage again until the next open enrollment period.~~

24

25 The company and the union agree to proceed in good faith concerning the employee's medical  
26 care coverage. The union has the option to propose a new plan for the employees, and the  
27 company will meet in good faith to negotiate. Upon Union request, the company will seek  
28 additional medical plans to best benefit the company and the employees. The union must make  
29 the request and assist in the gathering of information such as census data as much as reasonably  
30 possible, so the company has adequate time to get pricing on options. The company will share  
31 the gathered info with the Union and meet in good faith to see if a plan or plans are available to  
32 better suit both the company and the union. If a better medical package is identified, then both  
33 parties will negotiate in good faith in efforts to implement the plan for the following year. All  
34 switchovers to a company plan must occur during the company's open enrollment period to line  
35 up with January 1st of the following year.

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## Article 26

### Compliance and Enforcement

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

(A) The Company may Terminate or Discipline any employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, or cause. The Company will furnish the employee concerned, and the Union, with a copy of all complaints or commendations, which may be placed in the Employee's Personnel File.

(B) An employee who is Suspended or otherwise Disciplined, shall at his/her request, have the opportunity to be heard by the General Manager, and at the employee's request, a Union Representative will be present. During the New Employee(s) Probation Period, a New Employee may be Terminated or Disciplined at the Company's option without recourse.

(C) No Letter of Discipline will be placed in an Employee's Personnel File without the signed acknowledgement of that employee **unless signed by a witness acknowledging the employee refused to sign. At** the end of eighteen (18) months all "Letters" **excluding Coaching** (~~including Coaching and Counseling~~) will expire. **Level 1 EPD expires after six months, Level 2 EPD expires after 12 months, and Final EPD expires after eighteen months.**

(D) No employee who has completed his **their** 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 **them** leading to such action. 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 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.

(F) During the Probation Period, an employee may be Terminated or Disciplined at the Company's option without recourse to the Grievance Procedure.

(G) Any employee who has a Grievance, complaint, or feels that he **they** has **have** been unjustly dealt with, may in seven (7) business days submit his **their** Grievance through the Shop Steward using the electronic GMP (grievance manager program) or in writing to

1 the Company's Department Manager. Who shall thereupon either hear the same or  
2 designate a representative to hear the same within seven (7) business days after receipt by  
3 the Company of such submission in writing, and a Hearing shall be held, notice of which  
4 shall be given to the employee involved and to the Union. Additional time can be  
5 requested and extended by mutual agreement by both parties.

6 (H) If the Union is not satisfied with the disposition of such Union complaint, it may be  
7 appealed by the Union to the General Manager in Houston. The Company shall answer  
8 such Grievances within seven (7) business days or a mutually agreed upon period of time,  
9 after receipt at the Main Office.

10 (I) If the Union is not satisfied with the disposition of such Grievance or complaint made as  
11 provided in paragraph (G) above, or in case there is any dispute between the parties  
12 hereto arising out of this Agreement or contract, it will be appealed to the Director of  
13 Human Resources or his **their** designate. If the Union is not satisfied with the disposition  
14 of such Grievance or complaint made as provided in paragraph (G) above, or in case  
15 there is any dispute between the parties hereto arising out of this Agreement or contract,  
16 then in any such case, at the written request of the party hereto desiring arbitration as  
17 herein provided, given to the other party hereto within thirty (30) days or a mutually  
18 agreed upon period of time, after such disposition of such Grievance or complaint as  
19 provided in paragraph (G) above, the matter shall be submitted for decision to an  
20 arbitrator designated by the Federal Conciliation and Mediation Service. The decision of  
21 said Arbitrator shall be final and binding upon both Company and the Union. The  
22 expense of the arbitrator shall be borne equally by the Union and the Company.

## 23 24 **Article 27**

### 25 **Union Check-Off**

26 ~~The Company shall deduct Union Dues from the employees on proper authorization provided by~~  
27 ~~the employee and shall forward such monies to the IAM District 142. The Company will provide~~  
28 ~~District 142 with a dues report to include employee name, employee number, address, and phone~~  
29 ~~number monthly.~~

30 (A) **During the life of this Agreement, the Company agrees to deduct from the**  
31 **pay of any employee hereunder who is a member of the Union, the standard**  
32 **initiation and reinstatement fees and monthly dues uniformly levied in**  
33 **accordance with the Constitution and by-Laws of the IAM Union.**

34 (B) **Each monthly remittance shall be accompanied by an electronic dues**  
35 **deduction report submitted directly to District 142. The report shall include a**

1 detailed breakdown of dues or fees deducted for each employee, and shall  
2 include, at a minimum, the following information:

- 3
- 4 • Employee full name
- 5 • Employee identification number
- 6 • Total amount of dues/fees deducted
- 7 • Pay period(s) covered
- 8 • Station code or location
- 9 • Job classification or title
- 10

11 The report shall be transmitted in an editable electronic format (such as  
12 Excel or CSV) to a designated representative of the Union.

13 Monthly Employee Roster

14 (C) In addition to the dues deduction report, the Company shall furnish to the  
15 Union a complete roster of all employees covered under this Agreement, regardless  
16 of Union membership status. This roster shall be provided once per month,  
17 concurrently with the dues report, and shall be submitted in a secure electronic  
18 format.

19 The roster shall include the following information for each employee:

- 20 • Full name
- 21 • Employee identification number
- 22 • Date of birth
- 23 • Date of hire
- 24 • Current wage rate or classification pay scale
- 25 • Station code or base location
- 26 • Job title or classification
- 27 • Full mailing address
- 28 • Personal phone number
- 29 • Company email address (if applicable)

- 1 • Employment status (e.g., full-time, part-time, leave of absence, terminated)

- 2  
3 (D) The Union agrees to maintain the confidentiality of this data and use it solely  
4 for the purpose of representing bargaining unit employees, administering the  
5 collective bargaining agreement, and fulfilling its duties as the exclusive  
6 bargaining representative.

7 Correction and Compliance

- 8 (E) If either the dues deduction report or the employee roster is not provided in  
9 accordance with this Article, or is incomplete, the Company shall provide the  
10 missing or corrected data within ten (10) business days of written notice from  
11 the Union. Repeated non-compliance may be subject to the grievance and  
12 arbitration provisions of this Agreement.

13 Union Business

- 14 (F) The Union agrees that Union business will, insofar as possible, be conducted  
15 during nonworking hours. An Employee who has a grievance may meet with  
16 his their steward to discuss his their grievance on scheduled working time,  
17 provided the operations of the Company are not disrupted and with prior  
18 management approval. The Company will not unreasonably withhold such  
19 approval. It is mutually agreed and understood that the intent of this  
20 paragraph is that there be a spirit of cooperation in facilitating timely  
21 grievance investigation without disruption of Company operations.

- 22 (G) Employee covered by this Agreement will be interfered with, restrained,  
23 coerced, or discriminated against because of Union membership or lawful  
24 Union activity.

- 25 (H) After proper notification and coordination with the designated Company  
26 official, members of the Negotiating Committee shall be permitted to attend  
27 all negotiation training, negotiation preparations, and negotiation sessions.

28  
29 **Article 28**

30 Safety

- 31 (A) The Company agrees to provide a safe working environment for its employees. A Joint  
32 Safety Committee shall be established comprised of at least two (2) representatives  
33 selected by the Union, and at least one representative of the Company. It shall be the duty  
34 of this Joint Safety Committee to investigate all incidents of hazardous working

1 conditions and unsafe acts. The Joint Safety Committee shall meet once a month and  
2 shall keep a record of its meetings, the claims submitted, recommend corrective actions,  
3 and the corrective actions.

4 **(B)** The Chief Shop Steward may appeal against any decision of the Joint Safety Committee  
5 to the General Manager.

6 **(C)** If the Chief Shop Steward is unsatisfied at this step, the General Chairman may appeal  
7 the Joint Safety Committees decision in writing to the Director of Human Resources. If  
8 the Union is not satisfied at this step, the matter shall be submitted to Arbitration.  
9 Reasonable time off will be allowed to Joint Safety Committee Members to attend Joint  
10 Safety Committee meetings, provided such time off does not interfere with the  
11 Company's operation. The Company shall make every effort to reschedule meetings to  
12 ensure that Joint Safety Committee Members or their alternates are available to attend.  
13 Whenever possible such meetings will be held the same week of each month.

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

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

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

## 24 **Article 29**

### 25 **Training Program**

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

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**Article 30**

**401k Plan**

Employees with ninety (90) days consecutive employment will be eligible to enroll in the Company 401K Plan. For those employees enrolled in the Company 401K plan and making contributions, the Company will match 100% of the first 3% and 50% of the next 2%, meaning a maximum of 4% when the employee contributes 5%. The Company will make the necessary arrangements to provide this Plan, as soon as possible after the Date of Ratification (DOR).

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

**Article 31**

**Duration of Agreement**

Except as otherwise specifically provided herein, the Agreement shall become effective DOR and shall remain in full force and in effect until XX-XX, 2029, and shall renew itself without change from year to year thereafter unless written notice of intended change is provided by either party hereto at least sixty (60) days prior to such date.

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

d/b/a/Menzies Aviation

International Association of Machinist  
and Aerospace Workers, AFL-CIO

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Todd Kilgor  
SVP Finance Americas

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John M Coveny Jr  
District Lodge 142  
President/Directing General Chair

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**LOA 1 Classification Preservation**

d/b/a Menzies Aviation /IAM – Representing former Allied Employees

**March 1, 2024**, Between d/b/a Menzies Aviation And International Association of Machinists and Aerospace Workers District Lodge 142, AFL-CIO Representing the

- 1. Paint & Body Classification
- 2. Fueling Classification,
- 3. Ticket Clerk Classification

This Letter of Agreement (LOA) is made and entered into by and between d/b/a Menzies Aviation (the “Company”) and District Lodge 142 of the International Association of Machinists and Aerospace Workers, AFL-CIO, (the “Union) representing the above classification employee groups.

The Company and the Union hereby agree to the following provisions contained in this LOA. **WHEREAS** d/b/a Menzies Aviation acquired the Allied contract in IAH, and. **WHEREAS**

1 Menzies recognized the IAM as the bargaining unit, and. **WHEREAS** not all groups were  
2 acquired, and **WHEREAS**, if d/b/a Menzies Aviation enters back into into-plane fueling. NOW  
3 THEREFORE, the Company and Union agree as follows:

- 4       1. The Company agrees to open discussions on recognizing the classifications stated above  
5           as coming under the current Allied/IAM IAH agreement.
- 6       2. The scope of any such negotiations occurring as the result of re-entering the above  
7           classification shall be based off current language contained in the current Allied/IAM  
8           CBA. as of the date of signing of this LOA.

9       d/b/a Menzies Aviation /IAM – Representing the above classifications Effective (Date)  
10       Agreed to this 1st day of March 2024 by

d/b/a/Menzies Aviation

International Association of Machinist  
and Aerospace Workers, AFL-CIO

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Randall Davies  
SVP Fuel Americas

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John M Coveny Jr  
District Lodge 142  
President/Directing General Chair

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