

A G R E E M E N T

Between

Allied Aviation Fueling Company of National Airport Inc.

RONALD REAGAN

WASHINGTON NATIONAL AIRPORT

AND

International Association of Machinists

And Aerospace Workers

District 142

October 1, 2025 through September 30, 2028

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~~UNION CHECK-OFF
AUTHORIZATION~~

~~TO COMPANY _____~~

~~I, _____, do hereby authorize and direct you to deduct from my earned pay, including sick leave payments, beginning with the current month, initiation and/or reinstatement fees and my regular monthly dues or agency fees in Local Lodge No. 1759, International Association of Machinists and Aerospace Workers and to remit same to the Union.~~

~~I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date (if any) of the collective bargaining agreement.~~

~~This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any irrevocable period hereof. Such revocation shall be affected by written notice, sent Registered Mail, Return Receipt Requested, to the employer and the Union within such fifteen (15) day period.~~

~~“Contributions or gifts to Local Lodge 1759, International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code”~~

~~EMPLOYEE'S SIGNATURE~~

~~DATE _____~~

Agreement effective October 1, 2025 through September 30, 2028, by and between Allied Aviation Fueling Company of National Airport Inc. (hereinafter referred to as the Company), and District 142, International Association of Machinists and Aerospace Workers (hereinafter referred to as the Union).

ARTICLE 1

PURPOSE OF AGREEMENT

It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of the industrial and economic relations between the Company and its employees and to promote efficient and safe operations at Ronald Reagan Washington National Airport (DCA).

ARTICLE 2

SCOPE OF AGREEMENT

- (a) In accordance with the provisions of the **Railway Labor Act (“RLA”)**, the Union is recognized by the Company as the sole Collective Bargaining agent for the employees of the Company in the classifications listed herein and for such other classifications as the Company may employ in the future as may hereinafter be mutually agreed upon.
- (b) This collective bargaining agreement (“Agreement”) shall cover only those employees engaged in the Company's Fueling Operation, at DCA, but excluding all other employees, supervisory personnel and guards, as defined by the Railway Labor Act.
- (c) The Company recognizes that it is in the mutual interest 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.
- (d) The scope does not include the right to manage, direct and/or dispatch functions which will be handled by management or administrative personnel. It is understood and agreed that all employees in the classifications under Article 20 hereof, including part-time employees will perform such bargaining unit employee jobs with exception of supervisory personnel, which may conduct such bargaining unit employee jobs only on a limited basis.

~~The Company hereby recognizes the Union, in accordance with the provisions of the Railway Labor Act, as the sole and exclusive bargaining representative agent for the full-time and part-time employees of the Company engaged in the Company's Fueling Operation, at Ronald Reagan Washington National Airport, but excluding all other employees, supervisory personnel and guards, as defined by the Railway Labor Act.~~

~~No work involved in the Company's Fueling Operation, at Ronald Reagan Washington National Airport under this Agreement shall be contracted out unless it is impractical to perform such work because the Company does not have the manpower, facilities or skills to perform the work. No work shall be sub-contracted for the purpose of evading the terms of this Agreement.~~

~~This Agreement shall apply to work assigned by the Company to personnel employed under the terms of this Agreement.~~

ARTICLE 3

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 the employees agree that it will not cause or call strike, sit-down, stay-in or slow-down.

ARTICLE 4

EQUAL TREATMENT

- (a) 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 Virginia 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, and the Company, the Union and the employees covered by this Agreement shall not file suit or seek relief in any other forum. 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 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.
- (b) It is agreed that neither the Company nor the Union will interfere with, restrain, or coerce any

employees because of membership or non-membership in the Union, and shall not discriminate against any employee because of race, creed, color, religion, sex, age, national origin, disability or Veteran Status

- (c) It is understood that wherever in this Agreement it refers to employees, that this reference is recognized as referring to both male and female employees.

ARTICLE 5 **MANAGEMENT CLAUSE**

Subject to the provisions contained herein, the right to manage the Company and direct its operation is vested in and retained by the Company.

ARTICLE 6 **HOURS OF SERVICE**

- (a) The standard work week shall consist of forty (40) hours, from midnight Sunday to midnight Sunday; and a regular work day shall consist of eight and one half (8 1/2) consecutive hours, including an un-paid lunch period of thirty (30) minutes, which shall be assigned and completed between the second and one-half and sixth- and one-half hours of service on each shift. In the event an employee is required to eat prior to the second and one-half hour, the employee will be paid for the lunch period at the rate of time and one-half; in the event an employee has not completed his lunch period by the sixth- and one-half hour, the employee will be put on lunch immediately upon the completion of his assignment and shall be paid for his lunch period at the rate of time and one-half. The Company will schedule each employee in its operations for two (2) consecutive regular days off in each work week. When it is contemplated that an employee is to work four (4) hours or more of overtime the employee he shall be permitted a meal period within the first three (3) hours of such overtime unless otherwise mutually agreed to by the employee and the supervisor.
- (b) There shall be a maximum of eight (8) start times in the fuel service department and a maximum of five start times in the Maintenance / Tank Farm department. The Company shall make every effort to keep the number of odd shifts and the number of people assigned to odd shifts to a minimum. Working shifts shall be scheduled and posted by the Company and except in cases of emergency, there shall be no change in the starting and stopping time without five (5) calendar days' notice from a Management Representative to all employees affected.
- (c) In the event of an airline strike, if the Company is aware of the anticipated strike five (5) days before the strike deadline, all changes of shifts, days off, layoffs, and related changes will be posted at least forty-eight (48) hours prior to the strike deadline, with the changes to be effective three (3) days after the strike has started. If the Company is not aware of the anticipated strike five (5) days before the strike deadline, it will post the changes of shifts, days off, layoffs, and

related changes as soon as is practicable, but no less than sixteen (16) hours after the strike has started, with the changes to be effective three (3) days after the strike has started. This paragraph will also apply if the federal government closes the airport due circumstances beyond the company's control.

- (d) When an employee is scheduled to work and reports at the specified time, he shall be given not less than the number of hours of work provided in his schedule for that particular day.
- (e) If an employee reports to work on either scheduled day off they will be assured of no less than four (4) hours work. If the employees are asked to stay for more than four (4) hours they will be paid for the additional hours worked at time and a half. If an employee works on the seventh day the employee will be paid for the additional time worked at double time.
- (f) It is agreed that under normal conditions, supervisory personnel will not perform the work of any classification covered hereunder except for training and instruction of employees. However, under abnormal conditions when it becomes necessary for supervisors to perform such work, any employee may file a claim with the award being paid to the eligible employee low on the overtime list with the minimum being one (1) hour pay. This paragraph will not apply if the company has offered overtime to all eligible and qualified employees at the location.

ARTICLE 7

OVERTIME AND HOLIDAYS

- (a) Overtime rate of time and one-half shall be paid for all hours worked in excess of eight (8) hours pay in any workday, or up to eight (8) hours worked on one of an employee's regularly scheduled days off. Overtime rate of double time shall be paid for all hours worked in excess of eight (8) hours worked on one of an employee's regularly scheduled days off, and for all hours worked on the other scheduled day off in that work week. When Sunday and Monday are days off and an employee works on a Sunday and then on a Monday, Sunday shall be considered the time and a half day under this Agreement, and Monday shall be considered the double time day. See Article 13(a) for the definition of "workday". Employees who work overtime will be allowed a 30-minute paid meal period as described in Article 5 (A).
- (b) The Company agrees to pay double time to employees required to work on the following holidays (which includes a holiday allowance at straight time rate for not less than eight (8) hours, and straight time for hours actually worked up to eight (8)). Double time shall be paid for all hours worked over eight (8) on a holiday.
- (c) PAYMENT OF OVERTIME
 - (I) Prior approval is required for all overtime and for punching in at the start of work or punching out after work and/or leaving work ~~outside of the 7-minute rule~~;

- (II) Employees are required to obtain prior approval from the Company before actually working any overtime;
- (III) Overtime will be paid for all overtime hours actually worked regardless of the employee having obtaining prior approval for working such overtime;
- (IV) Any employee who works overtime or punches in/out, starts and/or leaves work outside of the 7-minute rule and/or fails to obtain prior approval before “actually” performing any overtime work may be subject to the Company’s disciplinary procedures, up to and including termination, as may be permitted by the collective bargaining agreement in effect for the location where the work is performed.

(d) The Company agrees to pay double time to full-time employees required to work on the following holidays (which includes a holiday allowance at straight time rate for not less than eight (8) hours, and straight time for hours actually worked up to eight (8)). Double time shall be paid for all hours worked over eight (8) on a holiday.

- 1. New Year's Day
- 2. President Day
- 3. Memorial Day
- 3.4. Juneteenth
- 4.5. Independence Day
- 5.6. Labor Day
- 6.7. Martin Luther King
- 7.8. Thanksgiving Day
- 8.9. Christmas Day

If a holiday falls on ~~an~~ full-time employee's day off, he shall receive a holiday allowance of eight (8) hours pay at straight time rates. ~~Full-time~~ employees scheduled to work on a holiday who do not work shall not receive holiday pay for that day unless they are excused from work by the Company or have a good and sufficient reason for not working.

Full-time employees ~~Employees~~ shall be entitled to holiday pay providing the employee works the day prior to and the day after the holiday. In the event that an employee is out on paid sick leave for the full week in which a holiday falls, he shall be paid five (5) full day’s pay, including holiday pay, and shall have four (4) days deducted from his sick leave account. Vacation, Occupational Injury Leave, Regular Scheduled Day Off and Union Business will be included as days worked for the purpose of this paragraph.

- (e) There shall be no pyramiding of overtime or holiday pay, it being understood that any payments made as a holiday allowance pursuant to paragraph (b) above, shall not be counted in the computation of overtime, which shall be computed only upon actual time worked.
- (f) If an full-time employee ~~employee~~ works on his first or second regularly scheduled day off in a

work week, and if a holiday falls on the same day, an employee shall be entitled to two and one-half (2 1/2) times the straight time rate for all work performed on such sixth day worked in a work week. This pay includes 8 hours straight time pay for holiday.

If ~~a full-time employee an employee~~ must work his first and second regularly scheduled day off in a work week, and if a holiday falls on the seventh work day, an employee shall be entitled to three (3) times the straight rate for all work performed on such seventh day worked in a work week. This pay includes 8 hours straight time pay for holiday.

- (g) When employees work overtime, they shall not be laid off during regular working hours to equalize the time, and all overtime will be distributed as equally as possible, and in accordance with established overtime rules. Overtime shall not be offered to probationary employees until the list of full-time employees has been exhausted based on seniority and thereafter the list of part-time workers have been exhausted.

An employee who is due and eligible for overtime in accordance with the established rules, and who is not asked to work the overtime offered (is by-passed), shall be offered the opportunity to work another period of overtime and shall be paid at the same rate of pay he would have received if not by-passed with a minimum of double time (2x). Such offer shall be made to the employee within a reasonable period of time, and the period to be worked shall be mutually agreed upon in advance. Overtime so worked shall be without regard to the disposition of the employees regularly scheduled to work on the day chosen. If the employee refuses the overtime offer, he will be charged for a refusal (R), and if he accepts, he will be charged (A).

- (h) When an employee covered by this Agreement has been relieved for the day, and is recalled to work from his home, he shall be paid not less than four (4) hours pay.
- (i) If an employee is asked to report prior to his regular reporting time for his shift, the Company agrees to pay such employee at the applicable rate of overtime pay up to the time he normally would report for his regular shift, except as provided for in paragraph (a) above.
- (j) Time spent by an employee hereunder covered by this Agreement on Union business at the request of the Union shall be counted as time worked in the computation of overtime.
- (k) Shift differentials shall be added to the base rate for the purpose of computing overtime at the rate for full-time employees as of 2/1/15, and the new hires employed after 2/1/15.
- (l) If Federal Law designates a date other than the calendar date of one of the above listed holidays for the observance of the holiday, the date designated by law shall be considered the holiday.
- (m) No employee will be required to work overtime against his wishes unless the Company has exhausted all eligible and qualified employees on the overtime sign up list, employees on duty

and all employees who have their name listed on the alternate call sheet. An employee on duty may be required to work mandatory overtime until his relief arrives.

ARTICLE 8
PROCEDURES FOR CALLING OVERTIME

Listed below is the procedure that has been developed for the calling of overtime. This has been developed by the Company, in consultation with the Union, and the objective is to provide the most simple, logical system possible for the distribution of overtime. Basically, the idea is to reach the employee who wants overtime, with a minimum of effort by the Company, and without involving an employee who may not want overtime. These procedures have tried to cover every possible situation, but if something not anticipated should show up, then the principles to be followed are surely made clear by the procedure itself. With the intelligent cooperation of all concerned, this procedure should work with a minimum of friction and irregularity.

1. There will be an Overtime Availability List for each classification for each day. Employees may sign up only in their own classifications. These records will be maintained for ninety (90) days.
2. Employees must enter their names on the Overtime Availability List for each date and shift for which they want to be called for overtime. For this purpose, the "DAY SHIFT" will include any work period starting at any time between 5 a.m. and 11:59 a.m., inclusive, and the "EVENING SHIFT" will include any work period starting at any time between 12 noon and 5:59 p.m. and "Midnight Shift" will include any work period starting at any time between 6pm and 04:59 am, inclusive.
3. If an employee does not wish to designate a general designation as provided in paragraph 2, he may designate an exact work period. For example, an employee entering his name in the "EVENING SHIFT" column may specify "Start 2 p.m. only". In such cases, employees will not be called for any period other than the one they have specified; in the event it is necessary to call him for any shift other than the one he has specified, he will not be charged if he rejects the overtime offered. This designation is only to establish the time period for which overtime is desired, and may not be used to designate the number of hours of overtime that is acceptable.
4. Names may be entered on the Overtime Availability Lists no earlier than one week in advance of the date on which overtime is wanted, and no later than 16 hours before the start of the shift for which overtime is desired. At the end of each shift, the Shift Supervisor (or Lead, if there is no Supervisor) will close the same shift for the following day by writing the word "CLOSED", followed by his initials, under the last name listed for that shift on the following day. For example, the Day Shift Supervisor will, at 3 p.m., close the Day Shift for the following day. Any names entered below this will be ignored.
5. Names may be removed from the Overtime Availability Lists up to four hours before the start of the shift, but this may be done only by the Duty Supervisor or Lead, who must indicate on the list the date and time a name, was removed, and must initial the alteration. Once a man has removed his name from the list, he will make himself ineligible to work on that shift and will not be called until the overtime has been offered to every other qualified employee.

6. Record of Overtime Offered will be maintained for each employee. This will provide a record of all pertinent information regarding overtime offered, including a cumulative total of the number of hours charged. Once an employee has been offered overtime, his record will be charged with the proper amount. Each offering of overtime is a separate transaction and the charge will not be changed or deleted unless there is an arithmetical error, or the entry is in violation of the Overtime Rules. Any changes in the Overtime Record will be brought to the attention of the Fueling Manager by the Supervisor concerned.

7. When overtime is needed for any work period, employees who have placed their names on the Overtime Availability List for that work period will be asked or called, the man with the lowest cumulative total being called first, etc. When two or more employees have cumulated totals that are equal, they will be called in order of seniority. No employee will be offered overtime more than once on the same shift unless there is a change in circumstances which creates a change in the amount of overtime being made available to an individual employee; in this case, a second offer may be made to the same employee if his then current overtime hours so justify.

8. An employee who accepts overtime will be charged with the number of hours of overtime for which he will be paid. An employee whose name is on the Overtime Availability List and who refuses overtime will be charged with the number of hours for which he would have been paid (converted to straight time hours) plus an additional penalty to be computed as follows:

- a. Half of the overtime hours offered.
- b. If the penalty thus computed is a fraction, it will become the next highest whole number.
- c. In any event, the penalty shall not be less than two hours.

9. If a man's name is on the Overtime Availability List and he cannot be contacted, he will be marked as follows:

- a. If anyone answers the phone, the man will be marked as having refused overtime and the penalty will be applied.
- b. If there is no answer to a call made within two hours before and half an hour after the start of the basic shift for which the man made himself available, the man will be marked as having refused the overtime and the penalty will be applied.
- c. If a man has specified the shift for which he is making himself available in accordance with paragraph 3 above, and there is no answer to a call made within two hours before and half an hour after the start of that specific shift, the man will be marked as having refused the overtime and the penalty will be applied.
- d. If there is no answer to a call made earlier than two hours before the start of the basic shift, as, for example when trying to get someone to work overtime on the 2 p.m. - 10 p.m. shift, the man will not be marked, and then if overtime is also needed for the basic

shift, he will be called again in his proper turn. This does not apply to a man who has specified the shift for which he is making himself available for overtime in accordance with paragraph 3.

- e. If a man has signed up for overtime on a shift immediately following his regular shift on a regular workday, and if he has worked that shift that day, the requirement that the man be available for half an hour after the start of the shift shall not apply.

10. An employee who does not have a telephone, or whose telephone number is not known to the Company, may not put his name on the Overtime Availability List except for shifts immediately following his regular work shifts.

11. An employee who, on his day off, marks himself available for overtime on more than one shift shall be charged for overtime in the following manner:

- a. He shall be charged for all overtime accepted;
- b. He shall be charged for only one refusal;
- c. If, after having worked overtime on one shift he subsequently refuses overtime on a later shift, he shall not be charged for such refusal.
- d. If, after having refused overtime on one shift he subsequently accepts overtime on a later shift, he will be charged with hours refused (plus penalty) and with hours accepted.

12. Leads will sign up on the Overtime Availability List separately from the classification being led. A Lead may work overtime in the classification led (The Basic Classification), or under certain circumstances a man from the Basic Classification may work overtime as the result of a Lead Being absent. These circumstances are outlined in the following "TABLE 1".

13. Probationary employees may not place their names on the Overtime Availability Lists.

14. Overtime requirements shall be fulfilled in accordance with TABLE 1 for full-time employees. If the needed overtime is not obtained in this manner, the Duty Supervisor may ask the part-time employees to work the overtime and thereafter the qualified probationary employees to work the required overtime. Employees in any classification who are signed up for overtime and who accept overtime in any classification will be charged and marked in the usual manner.

15. Cumulative totals on the Record of Overtime Offered Forms will all revert to zero at the beginning of each month.

16. Under no circumstances will an employee be allowed to work more than 16 hours in any 24-hour period excluding any unpaid meal period.

17. An employee who calls in sick for a regular shift has the responsibility of asking that his name be removed from the Overtime Availability List for any later shift or days for which he will not be available to work overtime because of his illness. If he does not do this he will be called and charged for overtime in the usual manner.

TABLE 1
OVERTIME PROCEDURES TO BE FOLLOWED

	<u>If Overtime is needed in the Basic Classification</u>	<u>If Overtime is needed as a Lead</u>
If both Leads and Basic Classification are signed up:	<ol style="list-style-type: none"> 1. Call BC as signed up. 2. If OT still needed, call Leads as signed up. 3. If OT still needed, call BC as possible. 4. If OT still needed, use best judgment. 	<ol style="list-style-type: none"> 1. Call Leads as signed up. 2. If OT still needed, call BC as signed up: upgrade senior BC then on duty. 3. If OT still needed, call Leads as possible. 4. If OT still needed, call BC as possible, upgrade senior BC then on duty. 5. If OT still needed, use best judgment.
If Basic Classifications are signed up, but no Leads are signed up:	<ol style="list-style-type: none"> 1. Call BC as signed up. 2. If OT still needed, call BC as possible. 3. If OT still needed, call Leads as possible. 4. If OT still needed, use best judgment. 	<ol style="list-style-type: none"> 1. Call BC as signed up; upgrade senior BC then on duty. 2. If OT still needed, call Leads as possible. 3. If OT still needed, call BC as possible; upgrade senior BC then on duty. 4. If OT still needed, use best judgment.
If Leads are signed up, but no Basic Classifications are signed up:	<ol style="list-style-type: none"> 1. Call Leads as signed up. 2. If OT still needed, call BC as possible. 3. If OT still needed, call Leads as possible. 4. If OT still needed, use best judgment. 	<ol style="list-style-type: none"> 1. Call Leads as signed up. 2. If OT still needed, call Leads as possible. 3. If OT still needed, call BC as possible. 4. If OT still needed, use best judgment.
If neither Leads or BC are signed up:	<ol style="list-style-type: none"> 1. Call BC as possible. 2. If OT still needed, call Leads as possible. 3. If OT still needed, use best judgment. 	<ol style="list-style-type: none"> 1. Call Leads as possible. 2. If OT still needed, call BC as possible. 3. If OT still needed, use best judgment.

ARTICLE 9
PROMOTIONS

It shall be the policy of the Company to promote the employees covered by this Agreement in accordance with seniority, provided the employee meets the basic requirements for the job. In furtherance of this policy, the Company agrees to post on the bulletin board available openings at ~~Ronald Reagan Washington National Airport~~DCA.

When the Company posts a bid the effective date and pay rate of the bid award will be posted with the successful bidder receiving the rate of pay and classification seniority. Employees awarded a promotion will be required to serve a ninety (90) workday probation. Employees who fail probation will be placed back in the job held prior to the promotion and will not be allowed to bid another promotion in the same department for two (2) years.

ARTICLE 10
SENIORITY

(a) Seniority under this Agreement shall be defined as length of continuous service by work classification, from the date of entering a classification or as provided in Article 8(c), except that employees who work vacation relief shifts in a different or higher classification shall not accrue seniority in the different or higher classification. Employees who are promoted to a higher classification shall continue to retain and accrue seniority in any classification from which promoted. In the event of a layoff in the higher classification, such employees shall be entitled to displace any junior employee in the classification from which previously promoted. Such employees shall have the right to exercise their seniority to select shifts and days off.

THE CLASSIFICATIONS TO BE RECOGNIZED FOR SENIORITY PURPOSES UNDER THIS AGREEMENT ARE AS FOLLOWS:

1. Lead Mechanic/Lead Painter
2. Mechanic/Painter
- ~~3. Lead Plant Operator~~
- ~~4. Plant Operator~~
- ~~5.3.~~Lead Fuel Service Person
- ~~6.4.~~Fuel Service Person
- ~~7.5.~~Airport Service Person

If an employee elects to give up the higher or equal classification, or is disqualified, he shall lose all seniority in that classification and shall return to the classification, from which he bid,

b) Seniority by work classification shall rule in the selection of work shifts, days off, vacation, and reduction and restoration of the working force, except for the selection of vacation periods by lead men. The Company shall establish available work shifts, days off, vacation periods, and the reduction or restoration of the working force. Lead men shall be considered part of the classification led for the

purpose of selecting vacation periods and reductions that will result in an employee being laid off.

(c) All new jobs and vacancies will be bid for a period of five (5) calendar days, and the senior qualified bidder will be awarded the job in question. No employee will be allowed to bid on, nor be awarded, a vacancy or position that was created by the employee's own action(s), i.e., bidding on and being awarded a vacancy at the airport, then bidding on the vacancy created by this move. The seniority of the successful bidder shall date from the day following the closing date of the bid. Employees absent sixty calendar days or less due to illness or vacation shall be allowed to bid on all jobs posted during his absence, provided he makes such request within five calendar days after returning to work.

Vacancies occurring as a result of an employee illness, injury, or leave of absence will be filled by the Company, based on the needs of the operation, for a period of thirty (30) days. Should the vacancy still exist at this time, the Company will attempt to determine the employee's estimated return to work date, and in conjunction with the Union, evaluate whether or not the job should be posted for bid. If the employee's return to work date justifies the posting of a job bid, it shall be done immediately. The successful bidder(s) will remain in the job(s) until the absent employee returns, and will then be returned to his former classification and station, given as much notice (maximum five days) as the Company receives, as far as practicable. The successful bidder shall have the opportunity to bid a vacancy that occurs during the period of time that he is replacing the absent employee, in accordance with Article 8 of the Agreement.

(d) All shift assignments shall be re-bid a minimum three (3) times per year, the time to be established by mutual agreement. Changes in shift assignments during interim periods shall be posted for a period of five (5) calendar days and the senior employee working in the classification affected, who submits a bid, shall be awarded the shift.

(e) Probationary employees may be assigned to any shift during their training period. As part of its training program, the Company shall provide a check list to check out employees in their classification prior to their first regular assignment in that classification. The Company will make every reasonable effort to give probationary employees sufficient training during the training period that should normally enable the employees to adequately perform the duties of their classification.

(f) The Local Union President shall have top seniority for the purpose of selecting days off, shifts, and layoffs.

(g) Except as otherwise provided in this Agreement, new employees shall be regarded as probationary employees for the first ninety (90) workday period of their employment, and there shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are discharged or laid off during this period. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list of the respective classification in order of the date of entering such classification. Discharge of a probationary employee shall be considered to be the exercising of Employer discretion and shall not be reviewed on the grounds that the discharge was arbitrary, discriminatory, in bad faith, or unreasonable.

(h) Seniority lists, prepared by the Company, shall be furnished to the Local Union President and the Local Union Secretary-Treasurer. The list shall be corrected and posted January 1st of each year, and shall be revised each three (3) months thereafter. Such lists will be subject to correction upon protest, but if no complaint is made within thirty (30) days of posting, the list as published will be assumed to be correct. Any employee on leave at the time of posting of the list shall have a period of at least fifteen (15) days from the date of his return to service to file a protest.

(i) When it becomes necessary to reduce the working force, seniority as per paragraph (b) above will govern, and it is agreed that the Company will give to the affected employees two (2) weeks advance notice, or pay in lieu thereof, except in the case of probationary employees, who will receive no notice, and when there is a stoppage of work due to an action by an airline or its employees. In the latter event, the Company will give affected employees three (3) days' notice to be effective after the stoppage has occurred. The Company will also give to the Local Union President a list of any such employees laid off. After the work stoppage has ended, the Company will give all employees who were not laid off five (5) days' notice of return to their former shifts and days off, and during this period, recalled employees may be assigned to shifts and days off as required by the needs of the operation.

Employees being laid off because of a work stoppage or labor dispute on an airline who is a customer of the Company shall have the option of taking a station layoff, subject to recall only at the station from which laid off when an opening again occurs at that station in his classification commensurate with the employee's seniority status.

Employees on lay-off status who are offered, and who accept a job in a classification lower than their own, shall accrue seniority in the lower classification from the date of entering that classification, providing that they have worked in the classification for as much as thirty (30) calendar days.

(j) Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority list under the following conditions:

1. The employee quits or resigns.
2. The employee is discharged for cause.
3. The employee is laid off and not re-employed within two (2) years.
4. The employee has been laid off for less than two (2) years and the employee does not return to the service on or before a date specified in a registered mail letter from the Company, mailed to the employee's last known address, offering such employee re-employment, which date shall not be prior to fifteen (15) days after mailing such notice, provided however, that this paragraph shall not apply to offers of temporary work.
5. The employee does not return to work within two (2) years after being placed on medical leave.
6. The employee accepts employment during the period of a leave of absence or sickness, unless the employee ~~had~~ obtained prior written approval from both the Company and the Union.

(k) Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If, at the end of this period the employee has not returned to work within the classifications covered by this Agreement, he shall lose all seniority rights under this Agreement.

ARTICLE 11 **BUMPING RULES**

The following rules will be followed when exercising bumping privileges for shifts and/or days off:

1. Probationary employees are not subject to being bumped and may be placed on any shift/days off at the discretion of the Company during the employee's training period.
2. When an employee bids on and is awarded a job in a different or higher classification, he may be placed on any shift/days off for the period of his training, orientation, and check-out, and that period shall not exceed thirty working (30) days. Such employees will not be eligible to sign up for overtime during the training and check-out period, but once the period is completed and the employee checked out and released to work as a regular employee, the employee will then be subject to being bumped in accordance with these rules and will be considered qualified for and eligible to work overtime.
3. After a new employee has completed his training period, or an employee is promoted to a higher classification, or an employee who has bid in a different classification has completed his training period in a new classification, he will be subject to being bumped by a senior employee.
4. No senior employee may bump a junior employee from a position that was available to the senior employee during or subsequent to the most recent shift bid.
5. A senior employee whose position is changed by the Company due to the needs of the service may bump any junior employee without regard to the restriction in paragraph 4 above.
6. Bumps will be made at the earliest practicable date. In the event that an extensive series of bumps is involved as the result of a single incident, the Company may post notices accordingly and defer the effective date of all bumps involved until such bumps have been completed.
7. All changes will be effective on the Monday following the completion of the bumps(s) and the completion of the required notice to affected employees.
8. When circumstances are appropriate, notices may not be posted, but the bump may be handled verbally. However, in such instances, the Union will be kept fully informed of the action being taken.

ARTICLE 12 **SHIFT BIDDING PROCEDURES**

Work shifts (starting times and scheduled days off) will be re-bid in each classification three (3) times each year as provided for in Article 8 of the Agreement. The following procedures will be followed

when bidding.

1. The bidding shall be conducted by the management personnel, who will maintain and make available the folder with the available shifts and seniority roster.
 2. Bidding will be conducted in order of seniority.
 3. The management receiving the bid will initial and date each selection and check the employee's name off the seniority roster.
 4. Each employee will make his selection when contacted by the management. The management will mark the seniority list at the time first contacted. If the employee fails to make his bid within 3 hours, he will be by-passed. He will be allowed to bid any shift still open when he decides to bid. Any employee who has bid in the interim cannot be bumped.
 5. Employees who may be absent due to regular scheduled days off, vacation, leave, etc. may leave a list of shift preferences in writing with the Manager. To avoid holding up the bid, the following steps will be taken:
 - a) If none of an employee's preferences are available when his turn arrives to bid, the Manager, in consultation with a Union Representative, will assign an open shift.
 - b) If an employee fails to leave his preferences, the Manager, in consultation with a Union Representative, will assign an open shift to the employee when it is his turn to select. After an assignment has been made, that employee will not be entitled to bump any other employee upon his return.
- In the case of an employee who is foreseen to be unable to return to work for at least 30 days after the implementation of the new schedule, the employee will be allowed to exercise his seniority upon his return to work.
6. In the case of an employee who is absent due to injury or sudden illness (that is, an employee who did not have a reason-able opportunity to leave a list of preferences), when it is time for such an employee to bid, the Manager and a Union Representative will consult and determine the appropriate steps to be taken.

SHIFT BIDDING SHALL BEGIN:

1. FUELING – Approximately four 4 weeks prior to the first Monday in February, June, and October.
2. AIRPORT SERVICEPERSONS - Approximately four (4) weeks prior to the first Monday in February, June, and October.

ARTICLE 13
VACATIONS

(a) All employees who have had the length of employment specified in the provisions below shall be entitled to the corresponding vacation with pay at the straight time rate.

(b) New employees entering the service of the Company shall be accrued, during their second calendar year of employment, five-sixths (5/6) of a day of paid vacation for each month of service during their first calendar year of employment. In computing this vacation allowance, all fractions of one-half (1/2) day or greater will be counted as a full day; those fractions of less than one-half (1/2) day will be discounted.

(a) As of January 1st, of each year, all employees who have been in the service of the Company for one (1) year or more will be entitled to two (2) work weeks of paid vacation during the year. The compensation for the paid vacation period shall be at the straight time rate of pay. In the event a holiday falls during the full-time employee's vacation, the employee shall receive an additional day's pay in lieu of the holiday. Or they may extend the vacation period for any holidays that fall during the vacation period. Employees shall choose prior to his vacation period being taken.

(d) The Company shall grant vacations and pay therefore, to employees who complete years of service in accordance with the following schedule:

All Employees hired prior to 2/1/15

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1	5/6 of a day per month of service
1 to 4	2 weeks
5 to 11	3 Weeks
12 or more	4 weeks

Vacations shall be selected in accordance with Appendix 7 of this Agreement.

(e) During the calendar year in which the employee completes his respective years of service in accordance with the schedule above, he will be allowed a pro-rata amount of the last week of vacation to be taken within the same calendar year in which he becomes eligible for additional vacation, and from the next January 1st forward, his vacation will remain on a calendar year basis, and at the increased rate. In computing the pro-rata amount due, five-twelfths (5/12) of a workday will be granted for each month of service during the year (but not to exceed a total of five (5) additional days) in which the employee's respective anniversary falls. All fractions of one-half (1/2) day or greater will be counted as a full day; those fractions of less than one-half (1/2) day will be discounted.

(f) Those persons employed prior to the sixteenth (16th) of a month will accrue vacation from the

first day of the month in which they were employed. Persons employed on the sixteenth of the month or later will begin to accrue vacation from the first of the following month.

(g) The Company shall determine available vacation periods for each classification spaced over the vacation year from the January 1st to December 31st. These vacation periods shall be posted for bid during the month of November in each year. Employees shall be allowed to take their selected vacation when transferring to another classification.

(h) Upon termination for any reason, employees shall receive pay for vacation credits accrued for the current year.

(i) Employees on injury leave will not be required to take their scheduled vacation period during such leave. However, any employee choosing to postpone his scheduled vacation shall be placed on vacation effective with his return to work. This paragraph will also apply to employees who prior to their scheduled vacation period notify the company that they will be sick as a result of personal injury or sickness. The employee must present a doctor's note including a diagnosis (as compliant with HIPPA requirements) and anticipated duration of confinement for the company to determine eligibility for postponed vacation. Upon verification by the company the effected employee may select an open week on the vacation schedule or pay in lieu of taken the vacation. Under no circumstance can the vacation be carried over to the next calendar year.

(j) Vacation Relief shifts shall be bid with the general shift bidding conducted three (3) times a year, and employees who select vacation relief coverage shifts, when not scheduled to relieve an employee who is to be on vacation, may be assigned, subject to notice requirements provided for in Article 5 (b), to any shift as needed. Vacation Relief employees shall assume the shift and days off of the employees on vacation in the column for which the vacation relief employee bids. If more than one vacation relief employee is not scheduled to cover a vacation at the same time, their interim shift assignments shall be made on a seniority basis.

Vacation Relief coverage for leads in a classification shall be bid as above and the employee in the basic classification who selects Vacation Relief Lead shall assume the shifts and days off of the Lead on vacation, except when a Lead has selected vacation relief in his classification in addition to his regular shift bid. In that event, the Lead shall relieve the Lead on vacation, and the vacation relief Lead from the basic classification shall relieve him. The employee from the basic classification who has bid the column in which the Lead's name appears will work the shift and days off of the basic classification employee who is working in the Lead classification as lead during the period involved.

SELL BACK OF VACATION TIME

Employees can sell back all their vacation time. The sell back will be classified "as inactive time". The vacation time sellback will be in units of one week.

A vacation sell back form must be submitted to either the Operational Manager or Maintenance Manager which the employees report to, and the forms need to be submitted

By: 11/15/13 for the year of 2014,
11/15/14 for the year of 2015,
11/15/15 for the year of 2016.

For the sold back vacation as it is accrued in units of one week, then the payment will be made at the end of each quarter for the units of one week.

DAY AT A TIME: Vacation Days

Employees with two (2) or more weeks of Vacation may take five (5) such days on a day at-a-time basis provided they elect this option at the time of bidding their vacation period. Employees wishing to use a DAT must notify his/her Department Manager in writing a maximum of thirty (30) days but no less than three (3) days prior to the day requested. If more than one (1) employee request the same day off, the Company will make every effort to grant all ~~of the requested~~ the day(s) off. If all requests cannot be granted the company will ~~than~~ then grant the requests by seniority. Once a DAT is awarded it cannot be taken away by a senior employee. If an employee requests a DAT day with less than three (3) days' notice, the company may grant this request at their discretion. No more than two (2) DAT Days will be permitted in any work week

Employees who choose DAT vacation days and don't use them will be paid for such days in the last pay period of January the following year.

ARTICLE 14 **PROCEDURE FOR BIDDING FOR VACATIONS**

The following procedure will be used for bidding vacations.

1. Beginning the first Monday in November, vacation periods will be posted, showing vacation periods for the following year, for each classification and a listing of the amount of vacation time employees are eligible to receive.
2. Starting on Monday in the second week of November, the most senior person in each classification must start the bid process in order of seniority, which shall be completed by the end of the third week of November. The bid sheets will be handled by management, and each person must submit his/her bid within one (1) hour upon being contacted by management; anyone who fails to do so may be passed over. Anyone passed over may bid at any subsequent time, but may not displace someone who has already bid, regardless of the relative seniority of the person involved.

Employees with less than one (1) full week of vacation (5 days), but having three (3) days or more, may select that portion of vacation in conjunction with their days off. If the employee has less than three (3) days, it must be taken at the beginning of the week.

3. On the first Monday of December, the Company will post the completed vacation schedule for all personnel.

Note:

The following comments will also apply:

If anyone is to be on vacation or absent for any other reason including off days during the week that he/she is scheduled to bid, he/she must give the department manager a written note giving his/her instructions for the vacation bid preferences. If such written instructions are not given, the person will be by-passed as provided above.

ARTICLE 15 **LEAVE OF ABSENCE**

(a) Employees may apply for an unpaid leaf of absence which may be granted for periods not to exceed thirty (30) days in any calendar year, to employees who, in the Company's opinion, have good reason, provided such leaves shall not be so many at one time as to interfere with operations. During such unpaid leave of absence, the employee will be responsible to pre-pay the weekly employee portion of the health insurance. Vacation days and sick days do not accrue during the leave of absence. Only seniority shall accrue and shall remain continuous. For a Union Convention or a Union Conference by the shop steward, leave will be paid leave up to one week during which vacation days and sick days will accrue.

(b) Under the Family Medical Leave Act the employee may take up to twelve (12) weeks a year of unpaid leave. Vacation days and sick days are independent of FMLA. Vacation days and sick days do not accrue during FMLA. The Company and the employees will comply with the current rules and regulations of FMLA. During the FMLA unpaid leave the employee must pay for the employee share of the health insurance, dental and vision premium. This must be prepaid monthly. A failure to pay will result in the cancellation of health insurance.

(c) Service in the Armed Forces of the United States shall be considered military leave of absence through which or by which no seniority right or Company privileges shall be reduced, lost or vacated.

(d) Any employee granted a leave of absence who engages in other employment while on a leave of absence will be terminated, unless the employee had obtained prior written approval from both the Company and the Union.

ARTICLE 16 **SICK LEAVE**

(a) The Company agrees that sick leave shall be paid to employees who are actually sick, according to provisions of this Article, and abuse by any employee of this sick leave privilege will result in disciplinary action up to and including termination.

(b) During the probationary period of ninety (90) workdays, employees are not to receive sick leave pay.

i) Employees hired prior to 2/1/15 shall accrue fifty-six (56) hours (7 days) of paid sick

leave at the beginning of each year.

- ii) Any sick leave that has been accrued and unused shall be placed in the employee's sick leave bank at the end of each year, up to a maximum of forty (40) hours
- (c) Unused sick leave shall be cumulative with a cap of 1840 hours (255 days) An employee who upon retirement has accrued in excess of five hundred (500) unused sick hours shall be paid for those accrued sick days in excess of five hundred (500) hours Up to a maximum of (1840) hours in accordance with Article 11 (e) below being that payment for sick leave shall be based upon the employee's regular straight time rate multiplied by eight (8) hours for each day. Any employee who, on date of signing this agreement has more than 1840 hours accrued sick leave in his bank will maintain that amount but will not accrue anymore until they drop below the 1840 hour cap.
- (d) Payment for sick leave shall be based upon the employee's regular straight time rate multiplied by eight (8) hours for each day.
- (e) FOR employees hired after 2/1/15:
- Employees hired prior to 2/1/15 shall accrue twenty-four (24) hours (3 days) of paid sick leave at the beginning of each year.
- Any sick leave that has been accrued and unused shall be placed in the employee's sick leave bank at the end of each year up to a maximum of thirty (30) days.
- Unused sick leave shall be cumulative up to a maximum of thirty (30) days. Any days over this amount which are unused can be sold back to the company by the employees based on notice prior to December 15th each year based on a rate of either (8) regular hours per day for each excess day.
- An employee who retires, leaves the company, is laid off or passes away will be compensated for unused sick leave at the rate of three (3) days of unused sick leave for one (1) day pay at the employee's straight time base rate.
- (f) An employee will not be paid sick time unless he notifies his Supervisor at least two (2) hours prior to the start of his scheduled work shift, except when beyond the individual's control. At that time, he will be expected to give the following information: Name, Shift, Nature of Illness, Place Where Sick, and Expected Duration of the Sickness.
- (g) Subject to the provisions of this article, an employee who reports to work and goes home sick shall be paid for actual hours worked that day. The employee's sick leave account will be charged for each hour the employee uses sick leave. Specifically, if the employee works 7am through 3pm reports to work and goes home sick at 9am, then he will be paid 2 hours regular and 6 hours sick. His sick bank will be charged for 6 hours.

- (h) When in doubt of a valid claim, the Company may require an employee to furnish a medical certificate as proof of bona-fide illness. Employees shall receive advance notice when the Company requires proof.

The Company shall pay all employees hired before April 25, 1986 for the time lost as a result of a bona-fide Workmen's Compensation injury up to a maximum loss of seven (7) workdays for each injury. The pay shall be computed on the basis of a forty (40) hour week at straight time base rate.

If the employee is out of work for more than 21 days and is paid back workers compensation for the first seven (7) days they will reimburse the company for any supplemental pay received from Allied Aviation.

- (i) In the event of a lay-off while an employee is absent due to illness or accident on or off the job, he shall be removed from the active seniority list, but his sickness and supplementary compensation benefits shall be continued until exhausted.
- (j) When an employee exhausts all his sick leave and vacation, the employee will be placed on medical leave of absence.

INFORMATION ON SHORT-TERM AND LONG-TERM DISABILITY

The employee can use accrued and unused sick days, accrued and unused vacation days and/or the number of days available in the sick day bank days to pay the difference or shortfall from the regular paycheck for short-term and or long-term disability.

The Company may modify the procedures to have an easy way to manage the payroll. The Company may require the shortfall to be paid in 8 hours accrued, with any less than 8-hour amounts being carried forward to the paid in the following week.

Regular sick days and Vacation days will not be accrued during the period the employee is out on short-term or long-term disability. Thus, the employee is limited to the actual unused sick days and vacation days plus the sick day bank as of the time the employee goes out of disability.

In the event the employee reaches the level maximum medical improvement, and the 18-month period from the date the employee went out on disability has expired, then the employee is not able to meet the job classification and will be technically terminated.

ARTICLE 17 **BEREAVEMENT**

Employees hereunder shall be allowed three (3) consecutive days off with pay in the event there is a death in the immediate family, which includes legal spouse, parent, brother, sister, son, daughter, step-child, current step-parents, legal mother-in-law, legal father-in-law, grandchild or grandparent of employee or employee's legal spouse. Proof of death must be provided (i.e., funeral home notice,

copy of death certificate, etc.) For employees hired after 2/1/15 two (2) days of bereavement will be allowed.

ARTICLE 18
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 discharge 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 ~~DCA Ronald Reagan Washington National Airport (DCA)~~, 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 19 **WAGE RULES**

All references to straight time rate of pay shall provide for the regular rate of pay which shall include the shift differential rate for pay purposes for vacation, sick leave, holidays, and injury leave. Base wage rates shall be as provided for in Schedule "A" of this Agreement.

- (a) For pay purposes under this Agreement, the employee's workday shall be considered to be a twenty-four (24) hour period beginning with the normal starting time of his regular assigned shift, except for employees on relief shifts.
- (b) Once ratified no employee hereunder shall suffer any reduction in hourly rates as a result of making this Agreement.
- (c) Employees hereunder shall be paid during their regular tour of duty each Friday. The employee can elect to either receive a physical paycheck or for automatic electronic direct deposit. The Company will work to assist and help employees to move all paycheck to automatic electronic direct deposit. The Company will provide manual pay stubs which may be delivered either manually, by mail or by email. For security purposes the pay stubs will exclude the full social security numbers.
- (d) Should a holiday fall on a Friday, employees shall be paid on Thursday. Pay checks will include an itemized statement of all wages and deductions for the pay period.

ARTICLE 20 **JOB CLASSIFICATIONS AND DUTIES**

- (a) The duties of a Lead Mechanic shall be the same as that of other Maintenance Employees, and in addition, he shall assign work to others in Maintenance.
- (b) The duties of a Mechanic shall be the repair, maintenance, and operation of the equipment and facilities in the Company's fueling operation, ~~including work on the fuel system outside the Tank Farm area at DCARonald Reagan Washington National Airport.~~
- (c) The duties of a Lead Painter shall be the same as other Painters, and in addition, he shall assign work to other Painters.
- (d) The work of a Painter shall be to paint the Company's equipment and facilities, prepare same for painting, including body work and necessary repairs, letter, and do related work to maintain a good

appearance of the equipment and facilities, except for painting at the tank farm.

~~(e) — The work of a Lead Plant Operator shall be to make assignments to and lead and direct Plant Operators, and in addition, he may be required to perform the work of a Plant Operator, and perform the necessary record keeping in connection with the Plant Operator's duties.~~

~~(f) — The duties of a Plant Operator shall consist of operating tank farms and underground fuel systems and mechanical work relating thereto, sticking tanks, maintaining inventories, dispensing automotive fuels from tank farm stationary pumps, and de-icing fluids as requested, and paperwork relating thereto.~~

~~In addition, the Plant Operator shall perform painting at the tank farm, and shall perform duties of similar skill levels including any required environmental work associated with the tank farm.~~

~~(e)~~ (e) The work of the Lead Fuel Serviceperson shall be to make assignments to, and lead and direct fuel servicepersons, and in addition, may be required to perform the work of a fuel service-person on an occasional basis and perform the necessary record keeping in connection with the Fuel Serviceperson's duties.

~~(f)~~ (f) The work of a Fuel Serviceperson shall consist of servicing aircraft with fuel and oil, servicing automotive and other equipment with fuel, measuring fuel density at plane-side, recording nozzle and differential pressures, and performing other duties directly related thereto including normal housekeeping duties. Additionally, Fuel Servicepersons shall perform the necessary record keeping in connection with these duties. Fuel Servicepersons will not perform mechanic's work.

~~(g)~~ (g) The duties of the Airport Serviceperson shall consist of all cleaning of the Company's facilities and equipment, changing tires and wheels, fixing flat tires, changing, checking, and adding oil and water, greasing vehicles and equipment, performing pickup and delivery services, interline baggage transfer services, driving the Company's employee transportation bus, ramp cleaning in the Company's fuel operation, and duties of like skill levels not provided for in the job duties of other contract-covered classifications.

~~(h)~~ (h) Lead Mechanic shall be the same as that of other Maintenance Employees, and in addition, he shall assign work to others in Maintenance.

~~(k) — The duties of a Tank Farm Mechanic shall be the repair, maintenance, and operation of the fuel system and fuel system facilities inside and outside the Tank Farm area at Ronald Reagan Washington National Airport. This shall also include work related to operating tank farms and underground fuel systems and mechanical work relating thereto, sticking tanks, maintaining inventories, dispensing automotive fuels from tank farm stationary pumps, and de-icing fluids as requested, and paperwork relating thereto.~~

~~(i)~~ (i) Employees in the foregoing classifications will be expected and may be required by the Company to fuel the ground equipment they are using.

~~(j)~~ (j) Employees in the mechanical classification shall not be required to do cleaning work but shall perform normal housekeeping duties in the shop.

(k) On each shift, where more than one fuel service person is assigned, there shall be one Lead Fuel Serviceperson assigned who will be in charge of an area designated by the supervisor.

ARTICLE 21

PART-TIME EMPLOYEES

The Affordable Health Care Act, "ACA", Part-time employment is defined as less than 30 hours per week. As defined by the total regular hours worked in the prior calendar quarter.

- (a) The employment of Part-Time Employees will not be at the detriment of the Full-time Employees, meaning the Company cannot replace the current Full-time Employees with Part-Time Employees unless the Full-Time Employee resigns, retires, passes away or is dismissed with cause.
- (b) The Part-Time employees may utilize within all the classification providing there is no Full-Time employee within the same classification that is currently laid off.
- (c) If there is any reduction in the workforce, part-time employees must be reduced first before any full-time employees.
- (d) The Company may have part-time employees in all classifications.
- (e) Any part-time employee scheduled to work shall be guaranteed a minimum of four (4) hours of work per workday within a week.
- (f) The part-time employees may become members of the Union, pursuant to the Union Security Clause of this Agreement.
- (g) Part-time employees scheduled to work shall not exceed eight hours (8) in any workday. The part-time employees will not be offered overtime unless full-time employees have refused the overtime required.
- (h) If the part-time employee completes 1,040 hours within a 12-month period, then the part-time employee will be entitled to accrue three (3) days of paid vacation. Then after the second year of 1,040 hours the employee will accrue five (5) days of paid vacation.
- (i) ~~The Company will comply with the law and obligations of the current Pension Plans. The Company will not offer the current Pension Plan to part-time workers, but f~~Following 90 days of work the part-time employee may enroll in the I.A.M. National 401K plan. The employee may make deposits and additional catch-up deposits as permitted by law. There will be no Company contribution or matching contributions.
- (j) At the Company's discretion a part-time employees may be credited additionally for being exempt from health insurance. The weekly amount paid will be \$1.00 per regular hour worked and will not exceed \$40.00 in any work week.

- (k) The Company may schedule part-time employees to any start time based on needs or service. Once scheduled no additional part-time employees will have a start time of less than two (2) hours after the last part-time shift ended.
- (l) The Company will provide the Union with a list of all part-time employees, and upon request all schedules and hours worked.
- (m) Part-time employees will be paid in accordance with the Wage Scale in the agreement based on years of service with the Company.
- (n) Part-time employees shall not be entitled to any other benefits under this agreement.
- (o) All other terms and conditions of the current contract shall continue in effect.
- (p) If there is any reduction in the work force, part-time employees must be reduced first before any Full-Time employees.

ARTICLE 22
SHIFT DIFFERENTIAL

For shifts starting between 12:00 Noon and 5:59 P.M., employees shall be entitled to thirty-five (\$.35) cents per hour. For shifts starting after 6:00 P.M. and up to 4:49 A.M., employees shall be entitled to fifty (\$.50) cents per hour for hours actually worked. Employees required to rotate through shifts shall receive sixty (\$.60) cents per hour for all hours worked in that work week.

- (a) For employees hired prior to 2/1/15:

<u>Shift's</u>	<u>Starting Time</u>	<u>Premium for Shift</u>
Day Shift	0500-1159	\$0.00
Afternoon Shift	1200-1759	\$0.35
Night Shift	1800-0459	\$0.50
Combination of Shifts (Including Night Shift)		\$0.60

Footnote: A Shift is defined in the times above. Different start times within a specific shift do not qualify for Combination Shift Premiums, only different start times that include multiple shifts qualify for a Combination Premium.

(b) For employees hired after 2/1/15:

<u>Shift's</u>	<u>Starting Time</u>	<u>Premium for Shift</u>
Day Shift	0500–1159	\$0.00
Afternoon Shift	1200–1759	\$0.00
Night Shift	1800–0459	\$0.50
Combination of Shifts (Including Night Shift)		\$0.60

Footnote: A Shift is defined in the times above. Different start times within a specific shift do not qualify for Combination Shift Premiums, only different start times that include multiple shifts qualify for a Combination Premium.

ARTICLE 23

SAFETY AND HEALTH

(a) The Company agrees to provide a safe working environment for its employees. A Joint Safety Committee shall be established at each airport composed of two (2) representatives selected by the Union and at least one management representative selected by the Company. It shall be the duty of this Committee to investigate all incidents of hazardous working conditions and unsafe acts. The Committee shall keep a record of its meetings, the claims submitted, and the actions taken.

(b) The Local Lodge President may appeal any Company decision to the General Manager.

(c) If the Local Lodge President is not satisfied at this step, the District 142 Representative may appeal the Company decision in writing to the Vice President Human Resources, Allied Aviation Services.

(d) Reasonable time off will be allowed Union Committeemen to attend Safety Committee meetings, provided that such time off does not interfere with the Employer's operations.

(e) Written copies of Safety Committee meetings shall be sent to all committee members, the Local Lodge President, and posted on all bulletin boards.

(f) The Company agrees that all measures will be taken to comply with accepted Industry Safety Standards in all areas of the Company's operation.

ARTICLE 24

TRANSITIONAL WORK PROGRAM AND FIT FOR DUTY.

The Company has the right and will implement a Transitional Work Program ("Light Duty" return to work), and a Fit to Work Program.

The Company will work with the Joint Safety Committee to develop a Transitional Work Program. This program will include a Return-to-Work Program and a Fit to Work Program, and will comply with the statutory requirements of FMLA and ADA.

Such as program will be managed jointly by the safety committee with equal participation of the Company and the Union. The Company will pay the employee 85% of the workers compensation rate and the light duty payroll payment will be taxable.

The Company will agree to pay at a rate of 85% of the workers compensation amount as required and as calculated by the State of Virginia. It is noted that the pension payment is already included as part of this calculation amount and consequently will not be paid separately or additionally during the Transitional Work Program. All payments will be in accordance with the State Statutes. For the employee to continue to receive the workers' compensation payments or payments from the Company, the employee must accept the Transitional Duty work.

Employees may remain in the Transitional Work Program (on "Light Duty") for a maximum of ninety (90) calendar days.

The Company reserves the right to conduct a physical capacity evaluation (PCE) examination on all employees who are returning to work from a lost time injury, whether or not work related.

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.

The Company at its discretion will schedule the transitional work shift.

ARTICLE 25

GENERAL AND MISCELLANEOUS

- (a) The employees shall at all times comply with the Company rules consistent with this Agreement and shall perform their work efficiently and courteously. While this Agreement is in effect, the Union warrants there will be no strikes, sit-downs, or slow-downs, or any stoppage of work. Any employee violating this provision shall be subject to immediate discharge. The Company agrees that there will be no lock-out during the life of this Agreement.
- (b) The Company agrees not to work employees out of their classification until they have exhausted the Overtime Availability List for the classification where the shortage of manpower exists. Any man so assigned out of his classification under this situation shall receive his rate of pay or the rate of pay of the classification to which assigned, whichever is the greater.
- (c) If an employee is transferred from a lower to a higher classification, his rate of pay shall begin at the pay rate commensurate with his / her Company seniority date under the new classification.
- (d) If circumstances require that an employee be returned to his lower classification due to not being

qualified, or decreased business, he shall be returned to the lower classifications at the same rate of pay as provided for in that classification.

- (e) Service records shall be maintained for all employees by the Company, and upon written request, the employee shall be furnished with a record of same upon termination of employment. In discharge cases, the employee and his Union Representative shall have access to the personnel records applicable to the case, prior to the holding of any investigation. An employee and his Union Representative shall be permitted to check his sick leave and overtime record. An employee may, upon request, review his service record, and shall be given a copy of anything placed in his service record other than standard Company payroll forms, etc. All warning letters or disciplinary letters will automatically be removed from the employee's file after 2 years from the date of issue and the warning letters or disciplinary letters removed will not be used in any hearings. Thereafter, any discipline letters issued after ratification of this agreement will remain in the file for two (2) years.
- (f) The Company will furnish to the Local Lodge President and District 142 Representative the names and classifications of all new employees, and will furnish a listing of all resignations, discharges, and changes in status.
- (g) The Company shall provide a locked, glass-enclosed Union Bulletin Board in each shop or facility, with the key to be retained by the Local Union President. The board will be identified with the words "International Association of Machinists-Local Lodge 1759".
- (h) The Company reserves the right to lay-off, suspend, or discharge any employee(s) at any time for violation of the Company's rules or regulations consistent with this Agreement, or other justifiable cause.
- (i) No employee shall use his own vehicle on Company business unless approved in writing by the Company
- (j) Upon presentation to the Company of signed authorization cards in conformity with the law, the Company will deduct dues and transmit same to the Union at its designated office no later than the 10th of the month following the month deductions were withheld. The Company shall, after notification by the Union, deduct all amounts in arrears as specified by the Union.
- (k) The Company shall deduct from payroll deposits to the Credit Union, providing the employees submit signed authorization for this purpose, and the Company shall remit said moneys to the Credit Union electronically on a weekly basis.
- (l) The Company agrees to furnish each employee covered by this Agreement with a booklet copy of the Agreement. The District 142 Representative shall be furnished a reasonable number of copies.
- (m) When is necessary for an employee to be absent from work while engaged in Jury Duty, he shall suffer no loss of pay and will be guaranteed two days off in a work week. Any compensation received from said service shall be turned over to the Company.
- (n) The Company shall furnish ~~ear-muffs~~scarmuffs to employees required to wear them, and the

employees shall wear them as directed. The Company will provide all necessary special items required in the proper performance of the job, i.e., gloves and screwdrivers.

- (o) The Company will pay the cost of the regular employee parking charge, as established by the Airport Authority, for one automobile per employee at the airport where he is stationed, not to exceed one per permit period. Any charges for replacement or additional permits will be borne by the employee.
- (p) The Company will provide a safe and protected area for the storage of mechanic's tool boxes. Mechanics will be provided an annual tool allowance of \$350.00 to purchase tools to perform their job. The Company will supply all specialty tools and normal shop equipment. The employee will be reimbursed provided they have a receipt.
- (q) All training required by the Company outside of an employee's regular work hours will be paid for at the applicable overtime rate. Every effort will be made to schedule training other than on an employee's scheduled days off.
- (r) Rules and bulletins shall be available to all employees. Copies may be requested through an employee's immediate Supervisor for any specific area of interest. Rules and bulletins shall be updated and distributed as circumstances require.
- (s) The Company has the right to conduct post-accident drug and alcohol testing. Any employee submitting to the above testing will not suffer any loss of pay as a result of a negative test result.

ARTICLE 26

INSURANCE AND HOSPITALIZATION

For all full-time employees hired before 2/1/15

- (a) For employees hired prior to 2/1/15, the Company will furnish to each employee who has worked continuously for a period of one (1) year, a life insurance policy in the amount of one hundred thousand dollars (\$100,000), with the premiums for such policies to be paid by the Company. An Accidental Death and Dismemberment (A.D. & D.) policy of one hundred thousand (\$100,000) dollars will be offered to employees who wish to have it with the premiums to be paid by the employee.
- (b) All full-time employee covered hereunder shall be eligible for coverage under the Company's group health insurance plan, provided the employee has been employed on a continuous full-time basis for at least 90 days. The Company shall pay the cost of the policy, less the required employee contribution specified in article 26(d).
- (c) The employees shall be eligible for health insurance for employee + 1 and family coverage. The premium for such coverage shall be paid by the Company, less the required employee contribution specified in Appendix A. The dependent children's coverage is up to age of turning

26. Proof of eligibility will be required.

- (d) The monthly employee contributions for Medical Coverage will be 22% of the actual and full cost.
- (e) Employees that are not eligible for coverage under the Standard Company plan because they live outside the Standard Plan Zone, will have another option offered by the Company. The Company will provide all employees a (SPD) Summary Plan Description of the Medical Plans offered by the Company.
- (f) The employees will pay a percentage of the actual cost of the specific policy or equivalent. In order to keep the costs down, the company may provide an alternative plan which is somewhat similar to the prior year's plan but includes some cost saving. The Company will make changes as needed to meet the requirements of the ACA. Given that the employees pay a percent of the actual cost of health insurance, any savings will be proportionally shared with the employees.
- (g) Premiums for the Life Insurance and Hospitalization-Medical Plan will continue to be paid by the Company up to six months for any employee off pay status and on medical leave. Employees are required to pay their portion of the premium while on leave.
- (h) Premiums for the Life Insurance and Hospitalization-Medical Plan will continue up to four (4) months after an employee's lay-off from service as long as the employee pay his portion of the premium.
- (i) The Company's obligation to provide the above benefit shall cease, if and when the Company shall no longer be engaged to provide the services from which the employee qualified for the above benefits.

For all full-time employees after 2/1/15:

- (a) For full-time employees hired after 2/1/15, the Company will furnish to each employee who has worked continuously for a period of one (1) year, a life insurance policy in the amount of thousand dollars (\$10,000), with the premiums for such policies to be paid by the Company. An Accidental Death and Dismemberment (A.D. & D.) policy of thousand (\$10,000) dollars will be offered to employees who wish to have it with the premiums to be paid by the employee.
- (b) Full-time employees hired after 2/1/15 will be offered single coverage after ninety (90) days of employment. Employees are eligible for single coverage with the employee contributing 22% of the full cost of the policy, plus may move to the employee + 1 coverage or family coverage with the employee paying the full amount of the difference between the total cost of the single coverage and the total cost of the additional coverage.
- (c) The dependent children's coverage is up to age of turning 26. Proof of eligibility for the Health Insurance will be required.

- (d) In order to keep the costs down, the company may provide an alternative plan which is somewhat similar to the prior year's plan but includes some cost saving. Given that the employees pay a percent of the actual cost of health insurance, any savings will be proportionally shared with the employees
- (e) The Company will make changes as needed to meet the requirements of the ACA.
- (f) Premiums for the Life Insurance and Hospitalization-Medical Plan will continue to be paid by the Company up to six months for any employee off pay status and on medical leave. Employees are required to pay their portion of the premium while on leave.
- (g) Premiums for the Life Insurance and Hospitalization-Medical Plan will continue up to four (4) months after an employee's lay-off from service as long as the employee pay his portion of the premium.
- (h) The Company's obligation to provide the above benefit shall cease, if and when the Company shall no longer be engaged to provide the services from which the employee qualified for the above benefits.

OPT OUT PAYMENT

- (i) As part of the annual health insurance open enrolment, or if the employee has a material life event any employee who elects not to take any coverage offered by the Company will be eligible to receive \$40.00 per week for single coverage, \$50.00 per week for employee + 1, and \$60.00 per week for family coverage. Employees who elect this option will not be eligible for coverage again until the next open enrollment period or for a material life event. Proper documents must be submitted to the HR department in New York before payments are started.

ARTICLE 27 **401-K PLAN**

The Company shall contribute \$1.~~1000~~, after ninety days of employment.

Effective 6/30/15 the Company will withdraw from the IAM National Pension Fund in accordance with the National Pension Fund rules and regulations.

Effective 7/1/2015 the Company will become a participant in the IAM National 401-K Plan in accordance with the Plan documents and will contribute automatically on behalf of eligible Full-Time employees \$1.~~1000~~ dollar per hour, for each hour paid up to a maximum of 40 hours per week into the IAM National 401-K Plan.

~~Effective 4/1/2016 the Company will increase the above contribution to \$1.05 per hour, for each hour paid up to a maximum of 40 hours per week.~~

~~Effective 4/1/2017 the Company will increase the above contribution to \$1.10 per hour, for each~~

~~hour paid up to a maximum of 40 hours per week.~~

In addition to the automatic contributions made by the Company to eligible Full-Time employees, covered employees Full-time or Part-time may make self-contributions per the plan rules. There will be no automatic enrollment of any employee for self-contributions into the Plan.

Upon withdrawal from the IAM Nation Pension Fund, any employee who is vested in the IAM National Pension Fund will continue to be entitled to all vested benefits at retirement in accordance with the plan documents.

For employees who are not vested at the time of withdrawal from the IAM National Pension Fund but continue to be employed by the Company and are enrolled in the National 401-K plan, all time can be combined for vesting in the National Pension Fund.

Example: Employee has three years of vesting credit on date the Company withdraws from the National Pension Fund. Employee is enrolled into the IAM National 401-K Plan as described above and receives / makes contribution for 2 years after withdrawal from the National Pension Fund. This employee will now meet the 5 years vesting requirement in the National Pension Fund, but will only have three years of credited service for benefits from the Fund.

ARTICLE 28 **SEVERANCE PAY**

In the event of a labor dispute involving a carrier, or a cessation or change in a carrier's business operations, either of which require reductions or realignment of Allied Aviation employees at ~~DCANational Airport~~, the Company will provide the Union with thirty (30) days written advance notice of such a condition, if possible. Upon receiving such notice or other information, the Company will request the President of the Local Lodge to designate two (2) employees to meet with Company representatives for the purpose of resolving the details of any required lay-off, re-classifications, or re-assignments consistent with operational needs, as defined by the Company, and the best accommodation of present contractual seniority protection.

- (a) Any employee with two (2) years or more of service who is laid off for reasons other than those set forth in paragraph (b), (c), and (f) shall receive severance allowance as provided for in paragraph (e), subject to the limitations set forth herein.
- (b) Severance allowance will not be paid for layoffs of less than four (4) months duration which are due to any airline seasonal schedule reductions.
- (c) Severance allowance will not be paid if the lay-off is the result of an Act of God, a national war emergency, revocation of the Company's Airport operating permit, grounding of a substantial number of any airline's aircraft for safety reasons, dismissal for cause, resignation, retirement, or a strike or picketing causing temporary cessation of work. This paragraph will also apply if the federal government closes the airport due circumstances beyond the company's control.

(d) At the time of lay-off, the Company shall advise the employee in writing of the reasons for his release; whether it is for reasons outlined in paragraphs (a), (b), or (c) above. If the employee is released for reasons set forth in (a) above, he shall be eligible for the immediate payment of the severance allowance as set forth in this Article. If the employee is released for reasons set forth in paragraph (b), and if at the expiration of four (4) months from the date of lay-off he is not offered re-employment in other than a temporary job in accordance with Article 8 (j) 4, his lay-off shall be presumed to have been caused by factors covered in paragraph (a) above, and he shall become entitled at that time to severance allowance as provided for in this Article. Temporary work which does not exceed a continuous period of forty-five (45) days shall not be considered as breaking the four (4) month period of lay-off.

(e) The amount of severance allowance payable under this Article to employees eligible is set forth in the following table and shall be based on length of compensated service with the Company from the date of employment and shall be in addition to all other benefits set forth in this Agreement. A week of severance allowance shall be computed on the basis of the employee's regular straight time hourly rate at the time of lay-off multiplied by forty (40) hours.

For employees hired prior to 2/1/15:

<u>If The Employee Has Completed:</u>	<u>Severance Pay</u>
Two (2) Years of Service	Two (2) Weeks
Three (3) Years of Service	Three (3) Weeks
Four (4) Years of Service	Four (4) Weeks
Five (5) Years of Service	Five (5) Weeks
Six (6) Years of Service	Six (6) Weeks
Seven (7) Years of Service	Seven (7) Weeks
Eight (8) Years of Service	Eight (8) Weeks
Nine (9) Years of Service	Nine (9) Weeks
Ten (10) years of service	Ten (10)

For employees hired after 2/1/15:

If The Employee Has Completed: Severance Pay

Two (2) Years of Service	Two (2) Weeks
Three (3) Years of Service	Three (3) Weeks

- (f) Severance allowance shall not be granted when:
1. The employee elects to exercise his seniority to remain with the Company in his own or a lower classification in accordance with Article 10;
 2. He has, within four (4) months of lay-off, been offered a job in his own classification

in accordance with Article 10, and has refused such job;

3. He accepts any other employment offered by the Company prior to the expiration of four (4) months from the date of lay off.

(g) An employee recalled to work under the terms of Article 10 after being on lay off for more than four (4) months who is again laid off under conditions that would entitle him to severance allowance, shall be entitled to the amount specified for his years of compensated service with the Company in accordance with paragraph (e) of this Article, less the dollar amount received on the occasion of the previous severance.

(h) An employee who has been given severance allowance at the time of lay-off who is rehired in less than the number of weeks covered by the severance allowance (plus an additional two (2) weeks' pay in lieu of notice) will have the amount of over- payment deducted from his subsequent earnings.

(i) An employee who has been re-employed under the conditions outlined in paragraphs (g) and (h) shall retain all seniority and length of service credit for pay and other purposes accrued prior to the date of his severance.

(i) In the event a customer or customers (an airline or airlines) terminate this Company's services involving the employees covered hereunder and the customer (airline) or another contractor engaged by such customer (airline) employ the employees of Allied Aviation Fueling and whose employment is transferred as a result of such termination, Allied Aviation Fueling shall not be required to make severance payments provided the successor company credits such employees with their severance benefits that they have accrued as a result of their length of employment with Allied.

ARTICLE 29
SAVING
CLAUSE

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portion hereof, and they shall remain in full force and effect.

ARTICLE 30
UNIFORMS

(a) Suitable rain-suits, boots, light jacket and winter jackets or insulated coveralls shall be furnished by the Company to employees on an individual basis. The Company agrees to furnish caps, uniforms, or coveralls to employees covered by this Agreement. The Company will provide replacement of worn-out articles but not lost articles as part of all uniform articles as needed. All expenses of laundering and cleaning such uniforms shall be borne by the Company.

(b) Employees covered by this Agreement are required to keep their uniforms neat and clean at all times, to the best of their ability.

ARTICLE 31
UNION REPRESENTATION

(a) The Local Union President shall designate the number and placement of all Shop Stewards.

(b) The Union shall be further represented by a District 142 Representative who may, or may not be, an employee of the Company.

(c) The Union and the Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

The Company shall furnish the Union Secretary Treasurer with monthly classification changes and address changes.

(d) The accredited representatives of the Union will be permitted at any time to enter facilities of the Company after contacting the Company representative in charge and advising him of the purpose of the visit and such visit shall not interrupt the operation of the Company.

(e) The Company shall pay one Committeeman at straight time rates for time lost during hearing or grievances. The Company shall pay two committeemen while attending scheduled meetings with the Job Manager. The Company shall pay two employees designated by the Union for all lost time while conducting contract negotiations with the Company.

(f) No employee selected as a Committeeman, or Officer of the Union, will be discriminated against for lawful activity in behalf of the Union.

(g) 1. In the event an employee or employees are off on Union Business as a result of a request by the Union, the Company shall pay such an employee, or employees, for all scheduled time lost as though such time lost had been worked.

2. At the end of each month, such time paid to an employee will be calculated and a bill for reimbursement will be forwarded to the appropriate lodge that had requested the time off, and the Company will be reimbursed by the lodge within ten (10) days after receipt of the bill.

ARTICLE 32
CHECK-OFF AND UNION DUES

(A) The Company shall deduct Union Dues from the employees paychecks, on proper authorization provided by the employee, and shall forward such monies to the IAM District 142. The Company will provide District 142 with a dues report, to include employee name, employee number, address, email address, and phone number monthly.

Section 1. Deductions and Remittance:

The Company agrees to deduct Union dues and/or agency fees from the wages of each employee who has authorized such deductions, pursuant to applicable law. These deductions shall be made from the weekly paychecks each month, and shall be transmitted to the Union no later than the fifteenth (15th) day of the following month.

Each monthly remittance shall be accompanied by an electronic dues deduction report submitted directly to the IAM Union District 142. The report shall include a detailed breakdown of dues or fees deducted for each employee, and shall include, at a minimum, the following information:

- Employee full name
- Employee identification number
- Total amount of dues/fees deducted
- Pay period(s) covered
- Station code or location
- Job classification or title

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

Section 2. Monthly Employee Roster

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

The roster shall include the following information for each employee:

- Full name
- Employee identification number
- Date of birth
- Date of hire
- Current wage rate or classification pay scale
- Station code or base location
- Job title or classification
- Full mailing address
- Personal phone number
- Company email address (if applicable)
- Employment status (e.g., full-time, part-time, leave of absence, terminated)

The Union agrees to maintain the confidentiality of this data and use it solely for the purpose of representing bargaining unit employees, administering the collective bargaining agreement, and fulfilling its duties as the exclusive bargaining representative.

Section 3. Correction and Compliance

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

(B) 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) 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 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.

(C) For the purpose of this Agreement, in good standing in the 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.

(D) When an Employee becomes delinquent, or not in 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. 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 33 SIGNING BONUS

The Company agrees to pay all employees a \$400.00 bonus upon ratification of this agreement.~~upon ratification of the contract.~~

~~For employees hired after 2/1/15 and are part of the union a one-time signing bonus of one hundred (\$100.00) dollars will be paid.~~

~~There will be no retro adjustment to payroll and no retro adjustment related to the increase change in health insurance costs.~~

~~ARTICLE 33~~ ~~QUARTERLY EXTENSION BONUS~~

~~Subject to the Ratification of this agreement for employees who are over scale as of 10/1/14, a quarterly bonus of \$125.00 will be accrued and paid in the first paycheck following the end of the quarter. The first quarter will be 10/1/14 to 12/31/14 for the current "over scale".~~

~~For employees who become over scale after 10/1/14, the \$125.00 bonus which will be paid in the first paycheck following the end of each quarter. To be eligible to receive the bonus the employee must be over scale from the beginning day of the quarter to the last day of the quarter.~~

~~The quarterly bonuses are for the term of this contract. If the employee retires or leaves the company and was over scale for the prior quarter the employee will receipt payment for any accrued bonus.~~

~~ARTICLE 34~~ ~~BUYOUT~~

~~The Company is offering a buyout lump sum payment for early retirement.~~

~~For employees with 10 years or more of employment as of 2/1/15 the amount of \$10,000.00~~

~~Any employee who is interested should submit a letter to the General Manager within 10 days following the DOR.~~

~~The employee will receive:~~

- ~~(a) the signing bonus \$170.00 if not already paid,~~
- ~~(b) for over scale employees as of 10/1/14 any accrued quarterly bonus will be paid,~~
- ~~(c) the early retirement payment of \$10,000.00.~~
- ~~(d) Payment for outstanding vacation days~~
- ~~(e) Payment for any unused sick days~~
- ~~(f) Payment of the amount as due for the sick bank days~~

~~The buyout is open for 15 calendar days following DOR. Following the notice of retirement, the employee can give notice and proceed to retire. The Company must provide the employee with a 45-day period of time in which the employee can decide to change his or her mind, and shortly thereafter payment will be promptly made Upon notice to all employees the Company may reoffer the program on modified terms.~~

ARTICLE 3~~4~~⁵
EFFECTIVE DATE AND DURATION

- (a) This Agreement, unless otherwise specifically provided herein, shall become effective on October 1, 20~~25~~¹⁴ and shall continue in full force and effect through September 30, 20~~28~~¹⁷.
- (b) This Agreement shall supersede any and all prior Agreements.
- (c) This contract may be reopened upon written notice from either party if the work covered by this agreement is put out to bid at either airport by a majority of the airlines.

~~-Signature Page to follow-~~

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ALLIED AVIATION FUELING
COMPANY OF NATIONAL AIRPORT LLC

Brian Xavier, Assist. Vice President

Dated

Edward Rose, Assist. Vice President

Dated

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO, DISTRICT 142 LOCAL 1759

By: _____
_____, General Chairman, IAM-142

Dated

By: _____
_____, Chief Shop Steward, IAM-142

Dated

By: _____
_____, Senior Shop Steward, IAM-1

Dated

**SCHEDULE A
BASE WAGE RATES**

For all full-time employees hired before or after 2/1/15:

Fuel Serviceman

Progression	Pay Rate	Progression	Pay Rate
1 st Year	\$10.10	8 th Year	\$12.35
2 nd Year	\$10.25	9 th Year	\$12.80
3 rd Year	\$10.50	10 th Year	\$13.25
4 th Year	\$10.85	11 th Year	\$13.80
5 th Year	\$11.20	12 th Year	\$14.35
6 th Year	\$11.55	13 th Year	\$14.90
7 th Year	\$11.90	14 th Year	\$15.45

Plant Person

Progression	Pay Rate	Progression	Pay Rate
1 st Year	\$11.00	6 th Year	\$12.95
2 nd Year	\$11.25	7 th Year	\$13.40
3 rd Year	\$11.50	8 th Year	\$13.95
4 th Year	\$11.80	9 th Year	\$14.45
5 th Year	\$12.35	10 th Year	\$15.00

Mechanic / Painter

Progression	Pay Rate	Progression	Pay Rate
1 st Year	\$17.00	2 nd Year	\$18.00

Airport Service Worker

Progression	Pay Rate	Progression	Pay Rate
1 st Year	\$10.10	2 nd Year	\$10.25

Any employee who are over the rates in the above sets of scales will be grandfathered and capped at the specific levels as of the date of the ratification of this agreement.

The starting hourly rates established for this Agreement shall be \$17.13 and shall be subject to increase pursuant to the Pursuant to the MWAA Airport Workers Wage Program. Any employee currently receiving less than the starting rate on the DOR shall receive an hourly rate increase up to the starting rate. Employees currently receiving an hourly rate in excess of the starting rate on the DOR shall upon DOR receive an hourly rate increase of 5% in first year of the Agreement, 3% in the second year from DOR; and 3% in the third year from DOR.

The lead pay will be \$1.25 per hour above the scheduled “A” Pay Rates.

The company reserves the right to move the starting rate to any level it requires to properly staff

the operation with qualified applicants.

It is expressly understood and agreed that there shall be no pyramiding of benefits under this Agreement. The highest single benefit shall be paid in each case

SCHEDULE B

For all full-time employees hired before 2/1/17:

Employee Health Insurance Weekly Amounts: 22% of the actual cost of the Health Insurance, employee +1 and Family coverage will be 25% of the actual cost.

The employee share of payment is: For Emblem Option 1:

Employee	\$	per week
Employee + 1	\$	per week
Family	\$	per week

The Opt Out option of \$40/\$50/\$60 per week by classification will be available to all employees. Enrolment may be change with a material life event.

For full-time employees hired after 2/1/15:

Full-time employees hired after 2/1/15 will be offered single coverage after sixty (60) days of employment starting at the 1st day of the following month. Employees are eligible for single coverage plus may move to the employee plus one coverage or family coverage with the employee paying the full amount of the difference between the total cost of the single coverage and the total cost of the additional coverage. The Opt Out option of \$40/\$50/\$60 per week by classification will be available to all employees.

The employee share of payment is:

: _____ Employee	\$ _____	per week
_____ Employee + 1	\$ _____	per week
_____ Family	\$ _____	per week

The Opt Out option of \$40/\$50/\$60 per week by classification will be available to all employees. Enrolment may be change with a material life event.

SCHEDULE B

For all full-time employees hired before :

Employee Health Insurance Weekly Amounts: 22% of the actual cost of the Health Insurance, employee +1 and Family coverage 25% of the actual cost.

The employee share of payment is: For Emblem Option 1
For DOR for Term to: Employee \$ per week
Employee + 1 \$ per week
Family \$ per week

The Opt Out option of \$40 per week by classification will be available to all employees. Enrolment may be change with a material life event.

For full-time employees hired after :

Full-time employees hired after will be offered single coverage after days of employment starting at the 1st day of the following month. Employees are eligible for single coverage plus may move to the employee plus one coverage or family coverage with the employee paying the full amount of the difference between the total cost of the single coverage and the total cost of the additional coverage. The Opt Out option of \$40 per week by classification will be available to all employees.

The employee share of payment is: For Emblem Option 1
For DOR for Term to: Employee \$ per week
Employee +1 \$ per week
Family \$ per week

The Opt Out option of \$40 per week by classification will be available to all employees. Enrolment may be change with a material life event.