

**Collective Bargaining Agreement  
Between**



**Allied Aviation Service Co., Inc.  
of New York**

**La Guardia Fueling Operations  
Full & Part Time Employees**

**And**



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

~~October 1, 2016 – September 30, 2021~~

October 1 ~~July XX~~, 2025 – September 30 ~~1 June XX~~, 2028  
**ALLIED AVIATION SERVICE CO., INC. – LGA**

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## Parties to the Agreement:

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

~~This Agreement made and entered into by and between Allied Aviation Service Company of New York, Inc. (Hereinafter referred to as the "Company") and the International Association of Machinists and Aerospace Workers, District 142, (hereinafter referred to as the "Union"). For the period of October 1, 2016 to September 30, 2019~~

**The term used in this Agreement of "DOR" is the Date of Ratification of this CBA being May 8, 2017. April , 2026**

## ARTICLE 1

### PURPOSE OF AGREEMENT

(a) The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, reliable, efficient and economical fuel servicing, and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized by this Agreement that it will be the duty of the Company and of the employees to cooperate, both individually and collectively, for the advancement of that purpose and to deal in good faith.

(b) The provisions of this Agreement are intended to and will apply equally to all full time and part time employees covered by this Agreement, without discrimination and regardless of color, race, creed, religion, national origin, sex, age, physical or mental handicap.

All jobs referred to in this Agreement is referred to as the Employee which includes all full time and part-time employees and will be recognized as referring to both male and female employees.

Any complaint arising from the Company, Union and Employees under Article 1(b) of this Agreement must be handled in accordance with the grievance procedure or as required to by law.

## ARTICLE 2

### SCOPE AND STATUS OF AGREEMENT

#### SCOPE

- (a) **In accordance with the provisions of the Railway Labor Act**, the Company recognizes the Union as the sole and exclusive bargaining representative for the full-time and part-time employees engaged in the fueling of aircraft at LaGuardia Airport. It is understood and agreed that this recognition includes all employees in the classifications listed in Schedule A hereof with the exception of supervisory personnel, which may conduct such bargaining unit employee jobs provided the available employees have been offered the opportunity to perform the work load.

In the event no Union employee is made available management will have the right to perform the duties to satisfy its operational needs.

- (b) Employees covered by this Agreement shall be governed by all Company rules, regulations and policies that are not in conflict with the terms and conditions of this Agreement. The Company will supply the employees, and make available to the Union, copies of the Company's policy bulletins, which will contain the current rules, regulations policies referred to in this paragraph. Rules of personal behavior will be distributed and posted seven (7) days before their effective date. Copies of such rules will be sent to the labor organization.
- (c) 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 provision thereof and they shall remain in full force and effect.
- (d) The right to manage and direct the working forces, subject to the provision of this Agreement, is vested in and retained by the Company.
- (e) If the Company established a new or different shop or classification under this Agreement, the parties shall promptly meet and attempt to agree in writing upon qualifications and rates of pay for such new or different shop or classification.
- (f) Washing of vehicles. Washing outside of vehicles may be the employee's responsibility. Fueling personnel will be responsible for the interiors of the vehicles.

**STATUS:**

- (a) This Agreement supersedes any and all agreements verbal or written now existing or previously executed between the Company and any Union or individual affecting the employees covered by this Agreement.
- (b) It is further understood and agreed that in the event of a sale, this Agreement to the extent allowed by Federal and State laws shall be binding upon the successor or assigns of the Company. In the event of consolidation or merger, in any degree the Company and the Union will meet, without delay, and negotiate proper provision for the protection of employees' seniority and other rights under this Agreement.

**ARTICLE 3  
EQUAL TREATMENT**

The Company and the Union agree that there shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership or any other characteristic protected by law, including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. § 1981, the Family and Medical Leave Act, the Human Rights Law, or any other similar federal, state or municipal statutes, laws, rules or regulations. All claims alleging illegal discrimination under any of the above or similar authorities shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations under the terms of this Collective Bargaining Agreement. The Company and the Union further agree that there shall be no

discrimination against any present or future employment applicant in hiring or by any referral system or hiring hall because of the applicant's union membership, or lack thereof and that there shall be no discrimination against any employee as a result of engaging in any activity in support of the Union that is not unlawful or in violation of this Agreement. The Company and the Union further agree that all individual claims shall be arbitrated on an individual basis. Consequently, neither the Company, the Union or the employees covered by this Agreement may submit any individual discrimination claim as a class action, collective action or other representative action for resolution under this Agreement or otherwise. This provision shall apply to allegations arising out of events occurring before and/or after the effective date of this Agreement. Arbitrators shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

**ARTICLE 4**  
**NO STRIKE — NO LOCKOUT**

(a) During the life of this Agreement, the Union, its officers, employees and members, shall not cause, authorize, or condone, nor shall any member of the bargaining unit cause, authorize, condone or take part in, any illegal picketing or demonstration on any of the Company's premises or on any property adjacent thereto, or on any property on which a Company facility is located or where the Company performs or delivers its services or in any strike (including a sympathy strike on the airport or surrounding grounds), work stoppage, interruption, sick-out, sit-down, stay-in, slowdown, or any other restriction of work or interference with the operation of the Company or its client(s).

(b) In the event of any conduct prohibited in paragraph (a) above, the Company shall not be required to negotiate on the merits of the dispute which gave rise to the action until such has ceased.

(c) In the event an individual employee or group of employees engage in any of the prohibited activities set forth in paragraph (a) above, the Company shall have the right, at its discretion, to discipline, up and to including discharge of such employee or groups of employees. If a grievance is filed concerning such discipline or discharge, it shall be filed at the last step of the Grievance Procedure within five (5) calendar days after such discipline or discharge. The Grievance and Arbitration Procedure set forth herein provides the sole and exclusive remedy for the settlement of employee(s) grievances.

(d) The Company agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because of equipment, facilities, labor or other resource are not available due to a strike, work stoppage, slowdown or other interference by the Company's employees or if the actions of employees of another employer, the airport shut down, the client ceases operation; such inability to work shall not be declared a lockout.

**ARTICLE 5**  
**CLASSIFICATIONS AND WORK REQUIREMENTS**

(a) All work coming within the scope of this Agreement will be assigned to fit classifications herein established and all employees covered by this Agreement will be classified in accordance with their qualifications and the jobs they are required to perform.

(b) Fueller-The duties of a fueller will consist of aircraft refueling, defueling, inoperative gauge procedures, tanker truck sumping, and GSE fueling, including normal paperwork required for the job.

(c) Lead Fueler - The duties of a Lead Fueler shall be the same as those of a Fueler and in additions, as a working member of the group, he will be responsible to a Supervisor for leading and directing the work of other employees in the Fueler classification. An employee, to be qualified as a Lead Fueler, must be the most qualified senior employee to fuel all airlines and must have a clean personnel file for the previous six months and may be disqualified with a written explanation.

The Leads shall be responsible to management for the overall performance of the employees assigned to their group and the timely and satisfactory completion of work assignments by insuring that:

1. Management instructions are promptly and correctly complied with.
2. Employees assigned to his group are properly utilized and instructed for the efficient performance of their daily work.
3. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the company, airport and applicable governmental regulations.
4. Required forms, records, reports and other paperwork are completed legibly and correctly.
5. Employees assigned to his group use only those vehicles, tools, and equipment on which the Company has determined them to be qualified.
6. Assigned equipment is in proper operational condition scheduled for maximum utilization and operated properly for the purpose intended.
7. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.

The Lead shall be responsible to management for insuring compliance with all company policies by those employees assigned to him.

In addition to the above, the Lead shall, upon request, assist management in areas such as but not limited to:

- A. Periodic evaluation of operational requirements and performance.
- B. Operational planning and scheduling.
- C. Evaluation of training methods and techniques. Evaluation of vehicles and tools.

The Lead shall be qualified in the duties of his classification and will be capable of performing such duties. He will assist his group in the performance of their duties provided such assistance does not interfere with the performing of his primary responsibilities as described above. While he is performing such duties, his primary responsibilities shall not be assumed by others. However, the above provisions do not preclude management from directing individual employees from the immediate work area.

The Lead may be required to demonstrate proper work methods, the Lead may be required to demonstrate proper work method(s) and demonstrate any revised operational procedures.

The Lead will be required to perform the duties of his classification. Lead pay should only be granted when working in the capacity as lead fueler.

The Company shall determine the number of Lead Fuelers, in any event a minimum of two (2) are guaranteed. These two (2) will select their days off and shift in order of seniority and will be scheduled, as needed, if any Leads are required greater than two (2), The Company will set the days off and shift hours which will be posted and bid. Prior to such setting the Company will submit the bid document to the Chief Shop Steward for his examination and recommendations.

The first two (2) Lead Fuelers, selected as Leads, will be selected from among the current October 1, 2010 Lead Fuelers in order of seniority. Thereafter if additional Leads are required or the Company desires to fill a Lead Vacancy the Lead Fueler position will be posted and bid.

Among those whom the Company determines meet the qualifications for the position; the most senior qualified employee on all airlines will be selected after the first two (2).

The Lead Fueler shall be required to perform the work of the classification he leads.

Any successful bidder who has never served as a Lead may be reduced without just cause during his ninety (90) day probation. Following ninety (90) days of services such Lead may be reduced from Lead only upon showing of just cause.

Leads shall not be responsible for discipline or recommending discipline for employees under their control.

If an employee desires to bid a lead position, the Company will make all efforts to train these individuals to learn all the proper aspects for being a lead fueler for the designated area chosen by the Company.

It is the responsibility of Lead Fuelers and Fuelers to maintain the interior of the equipment.

Upon management discretion, both classifications may be responsible to clean the interior or exterior of the trucks.

## **ARTICLE 6 HOURS OF WORK**

- (a) The workday shall consist of a twenty-four (24) hour period and a regular day's work shall consist of eight (8) consecutive hours, inclusive of a meal period, beginning with the start of the employees' regular shift.
- (b) The workweek (and pay week) shall consist of seven (7) consecutive days: beginning at 12:01 A.M. on Monday and the regular work schedule shall consist of five workdays of eight (8) hours each within the workweek.
- (c) Each employee shall be scheduled two (2) consecutive days off during the week.

- (d) Where employees are required to maintain continuous operation of department or assignments, days off and shifts shall be determined by the Company consistent with the requirements of the service. Available days off and shifts shall be selected by employees within each classification on the basis of seniority. Fixed shifts shall be bid every six (6) months, to be effective on or about January 1st and June 1st annually. A notice of the shift change shall be posted as far in advance as possible prior to the actual bid. When there is an airline operating schedule change requiring a major revision of the schedule, the Company will revise the schedule.
- (e) All time worked in any continuous tour of duty including overtime, shall be considered as work performed on the workday within which the tour is started.
- (f) Employees shall be given at least five (5) days' notice of all shift changes unless an unforeseen flight schedule change has occurred by the airlines.
- (g) Day Trades will be allowed at the discretion of the General Manager or Operations Manager based on operational needs, necessities and to meet the airlines schedules. All trades must be either regular time for regular time or overtime for overtime all in the same work week.

## ARTICLE 7 COMPENSATION

- (a) The starting hourly rates for new employees established for the duration of this Agreement shall be \$26.25 and every employee currently receiving an hourly rate in excess of the starting rate shall upon DOR receive a 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. ~~(See attached schedules A)~~
- (b) Shift Differential - The normal starting time for the shift shall be as follows:  
For full time employees hired prior to the October 3, 2014.  
  
The day shift shall start no earlier than 5:00A.M.; the afternoon shift shall start no earlier than 12:30P.M. A premium of ~~forty (\$40)~~ **fifty-five (\$55)** cents per hour shall be paid for shifts starting after 2:00 P.M.~~the afternoon shift.~~
- (c) If an employee voluntarily transfers from a higher classification to a lower classification and if the Company agrees with such transfer, the employee shall be paid the corresponding seniority rate of the lower classification, provided it does not exceed his present rate of pay.
- (d) An employee who is awarded a bid to a higher classification shall be slotted in to the year one (1) rate of that new classification. If an employee's rate is higher than the new classifications rate, said employee's rate will remain frozen. The rate will stay frozen until the employee's classification seniority progression results in a rate increase.
- (e) The Company may schedule multiple shift starting times and the shift schedules may overlap. The shifts will be established based on the airlines schedules and demands.
- (f) Full time employees hired after the October 3, 2014 will not receive a shift differential.

(g) All union employees shall receive a \$400.00 bonus upon ratification of this Agreement.

All employees will receive the following bonus per chart below paid within 30 days.

<u>1 to 5 years of service</u>	<u>\$250.00</u>
<u>5 to 10 years of service</u>	<u>\$500.00</u>
<u>10 to 20 years of service</u>	<u>\$1000.00</u>
<u>Over 20 years of service</u>	<u>\$2000.00</u>

## **ARTICLE 8 OVERTIME COMPENSATION**

For full time employees:

- (a) No overtime shall be compensated for unless such work is performed at the direction of a Supervisor.
- (b) Overtime pay of time and one-half straight time (1 1/2X) rates shall be paid to employees for hours worked in excess of forty (40) hours in any work week. An employee will only be eligible for overtime pay after (40) straight time hours have been worked during the same pay period. Vacation, sick days, and holidays not worked are considered inactive hours and shall not count towards overtime.
- (c) When overtime is required it shall be distributed as equally as possible among all qualified employees on duty in the classification required. When overtime is required and no qualified employee is on duty, the Union will call the qualified employee with the least overtime to his credit. (See overtime procedure Article 30). Overtime pay, as described above in Paragraph (b) shall not be paid where such hours result from a change in an employee's regular shift assignment or due to rotation of days off at the request of the employee.
- (d) When an employee is requested to work on one (1) of his scheduled days off, he shall be entitled to eight (8) hours work. If not provided with eight (8) hours' work, he shall receive eight (8) hours of pay at the applicable overtime rate. An employee who is called back to work after being relieved from duty shall be entitled to at least four (4) hours of work. If not provided with four (4) hours of work, he shall receive four (4) hours pay at the applicable overtime rate.
- (e) For four (4) or more hours of continuous service after regular working hours, an employee will be permitted a paid meal period after the first three (3) hours of such overtime.

An employee who works four (4) or more hours of overtime continuous with the start of his regular shift shall be given a paid meal period within the two (2) hours of his regular shift. "If an

employee works a double, the employee shall receive a 15 minute break between the two (2) eight (8) hour shifts in addition to this, breaks during the second eight (8) hour shift.

(f) 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.

(g) The Company shall determine the amount of overtime required. If the required overtime needs cannot be filled from among employees on shift, the Company shall assign the overtime to the junior (least senior) employees on shift. If the overtime requirement is for eight (8) hours, employees shall be called from the call-in list. If not filled from the call-in list the Company will seek to cover with part time employees, who will be paid overtime if they have worked more than (40) hours in any work week. Finally, if not filled from the call-in list, and part-time employees the overtime shall be assigned to the junior full time employees on shift due to conditions over which the company has no control.

**Mandatory Overtime** — Mandatory Overtime shall be assigned to the junior man for the first event; thereafter it will rotate up to the next junior man on the next event. Every ninety days (January through March, April through June, etc.) it will revert back to junior man.

The company shall notify the Shop Steward before assigning the overtime to junior employees on shift.

**OVERTIME** - Most overtime is replacement overtime due to absenteeism, sickness, etc., and no such overtime will be given to any part-time employees unless all full time employees have first been offered the overtime and have refused it.

All other overtime will first be offered to full time employees in accord with the overtime procedures and only if full time employees have refused it, may it be offered to part-time employees.

(i) The first minimum unit of overtime shall be fifteen (15) minutes. Overtime payment will only be granted provided a supervisor and/or management approves the overtime assigned.

## **ARTICLE 9 PART-TIME EMPLOYEES**

The Company may hire part-time employees in the fueling classification.

Part-time employees will be scheduled for a minimum of twenty (20) hours and or a maximum of thirty (30) hours per week. They will be entitled to a scheduled shift with consecutive days off.

The schedule, shift starting times and the hours per day for Part-Time employees will be determined by the company.

Part-time employees will be on the rates set forth in Schedule "A" but capped at year 4 of the current wage scale. Shift differentials will not apply, overtime applies over 40 regular hours in any given week. Holiday pay will be paid at 2x the regular rate.

**Rate of Pay start:** ~~————— \$14.45~~ 16.50

~~1 year ————— \$14.75~~

~~2 year ————— \$15.00~~

~~3 year ————— \$15.25~~

~~4 year ————— \$15.55~~

Part-Time employees currently receiving an hourly rate in excess of the starting rate shall upon DOR receive a rate increase of 5% in first year of the Agreement, 3% in the second year from DOR; and 3% in the second year from DOR.

Part-Time Employees shall not be scheduled ~~back-to-back~~back-to-back - the intent is not to circumvent this clause.

The number of part-time employees that shall be utilized shall not exceed thirty (30) percent of the full-time employees in the fueling classification.

- (a) The part-time employees will not be hired at the detriment of the employees hired prior to October 3, 2014.

Meaning overtime will be awarded to the full-time employees first and based on employee seniority. Further that the Company will not layoff full time employees and replace them with part-time employees.

In the event that a full-time employee resigns, leaves or retires, then this job can be replaced with part-time employees.

- (b) All part-time employees must become members of the Union, pursuant to the Union Security Clause of this Agreement.
- (c) Part-time employees shall not be offered overtime unless full-time employees available for overtime have refused the overtime offer.
- (d) No full-time employee, in any Classification, hired prior to October 3, 2014 will be laid off in a reduction in force as long as any part-time employee is working in that classification.
- (e) The Union shall have the right to verify the part-time compliance.
- (f) For overtime of (1) hour or less, if the full-time employees on duty are not available to work the overtime, this time will be offered to the part-time employees which are going off of duty. For known overtime of more than one hour the Company will first canvass the full-time employees on duty and then canvass the call list, and only thereafter canvass the part-time employees.

(g) All other terms and conditions of the current contract shall continue in effect. The Company will post available full-time positions for bid by part-time employees.

(h) The Operations Manager of the Company will meet with the Union to discuss problems that may arise.

(i) Where employees are required to maintain continuous operation of department or assignments, days off and shifts shall be determined by the Company consistent with the requirements of the service. The Company reserves the right to hold as many shift bids as necessary. Available days off and shifts shall be selected by employees within each classification on the basis of seniority. Fixed full time shifts shall be bid every six months, to be effective on or about January and June. Part time shifts will be bid by the Company.

A notice of the shift change shall be posted, as far in advance as possible, prior to the actual bid. When there is an airline operating schedule change, requiring a major revision of the schedule, the Company and the Shop Steward will meet to discuss the manner of handling such revision of the schedule. The Company guarantees that whenever it changes its operation schedule in response to changing airline schedules, for any change of one hour or less the Company will give notice of a shift change resulting from the airlines' schedule change and or requirement.

(j) All time worked in any continuous tour of duty, including overtime, shall be considered as work performed on the work day within which the tour is started.

The following days are designated as holidays.

New Year's Day

Martin Luther King Day\*

Memorial Day\*

July 4<sup>th</sup>

Labor Day\*

Thanksgiving Day\*

Christmas

**Juneteeth**

Note \* - Holiday will be observed on the actual date of the holiday. The Company will post the holidays at the beginning of each year.

A part-time employee may be required to work on any of the above holidays.

## Holidays

When the Holidays fall on the part-time worker's regular scheduled day off the part-time worker will receive the number of hours of regular straight time pay that the part-time worker was scheduled to work (4, 5 or 6 hours pay).

## Sick Leave

Part-time Employees who have completed at least one year of service following the 90 day probation period will accrue two (2) sick days effective January 1st. For those employees that have completed probation and not completed one year of service will be issued one sick day after six months of service being 520 hours. Those employees that have reached one (1) day in the first year will receive two (2) sick days on the following second year.

Shift Differentials — Part-time employees do not receive any shift differential.

## **ARTICLE 10 HOLIDAYS**

For full-time employees:

(a) The following days are designated as holidays.

New Year's Day

Martin Luther King Day\*

Memorial Day\*

July 4th

Labor Day\*

Thanksgiving Day\*

Christmas

~~Personal Day (1 Floating Holiday)~~

### **Juneteeth**

**Note \*** - Holiday will be observed on the actual date of the holiday.

The Company will post the holidays at the beginning of each year. The employee will be required to give ten (10) days' written notification of the date/day they are requesting as their Personal Day (Floating Holiday). If the day is granted it will be paid at eight (8) hours straight time. If the day requested is denied and more than one employee applies for the same Floating Personal day then only the most senior employee who applied will be paid at the holiday rate.

(b) An employee not required to work on any of the above holidays where the holiday falls on his regularly scheduled day off shall receive 8 hours of regular straight time base rate of pay.

(c) An employee required to work on any of the above holidays shall receive 8 hours of pay at the Holiday rate of two and one-half (2.5) times their rate of pay. The holiday shall be considered the twenty-four (24) hour period beginning with the employee's regular shift starting time on the holiday. An employee called into work before the start of his regular shift on a holiday shall be paid the usual overtime rate until the shift starting time. Thereafter, he will be paid at the holiday rate established in this Article.

(d) If a holiday falls during an employee's vacation, he will be paid for that day at a total of eight (8) hours at his regular straight base rate of pay with no additional time off. In order to be eligible for holiday pay, under this Agreement, an employee must work the day before and the day following the holiday. Excluding: Jury Duty, Bereavement, Swaps (See Revised Swap Form).

Employees will be considered excused and will be eligible for holiday pay while on Jury Duty and Union Leave of Absence for a period of 60 days.

(e) In order to be eligible for holiday pay, under this Agreement, an employee must work the day before and the day following the holiday. Excluding: Jury Duty, Bereavement, Swaps (See Revised Swap Form)

(1) Payment for a holiday, as such, will not be made to an employee:

1. Who is on a requested, approved, regular leave or for FMLA leave of absence without pay:
2. Who has been furloughed: or
3. Who is scheduled to work the holiday and does not do so.

## **ARTICLE 11 VACATIONS**

For employees ~~hired prior to October 3, 2014, as of January 1, of each year, employees~~ who have completed probation will accrue a paid vacation on the following basis:

- (a) If in the employ of the Company for less than one year, one day of paid vacation for each two months of service up to a maximum of three (3) days of paid vacation.
- (b) If the employ of the Company for one (1) year or more will earn five (5) days of paid vacation.

- (c) If in the employ of the Company for two (2) years or more, shall earn ten (10) days of paid vacation.
- (d) If the employ of the Company for five (5) years of more, shall earn fifteen (15) days of paid vacation.
- (e) If the employ of the Company for ten (10) years or more, shall earn twenty (20) days of paid vacation.

**For employees hired after October 3, 2014**

- ~~(f) If in the employ of the Company for less than one year, one day of paid vacation is accrued for each two months of service up to a maximum of three (3) days of paid vacation.~~
- ~~(g) If the employ of the Company for one (1) year or more will earn five (5) days of paid vacation.~~
- ~~(h) If in the employ of the Company for two (2) years or more, shall earn accrued ten (10) days of paid vacation.~~
- ~~(i) If the employ of the Company for ten (10) years of more, shall earn accrued fifteen (15) days of paid vacation.~~

Employees shall select vacations in seniority order and each employee will be allowed until the next regular shift starting time to bid his vacation preferences, which include splitting of vacation for all his vacation accrued at the same time. The Company will make a reasonable effort as limited by the operations needs to schedule vacations in conjunction with the employees' days off when requested by the employee.

- (a) An employee who has completed his probationary period shall be paid for all accrued vacation upon termination of employment with the Company, except as provided in Article 12 (b).
- (b) Leaves of Absence without pay will not be considered as service with the Company for the purpose of accruing vacation under this Article.
- (c) Vacations are not cumulative and therefore, cannot be carried over from one (1) vacation year to the next. Any unused vacation at the end of the year will be sold back to the Company and paid to the employee.
- (d) In the event of an employee's death, an amount equal to all accrued vacation pay due will be paid to the surviving spouse or dependent children or legal heirs.
- (e) An employee may, at his option, split his vacation into separate periods of no less than five (5) days each.

- (f) During vacation, employees shall be paid their base rates of pay.
- (g) The Company shall establish available vacation periods for each job classification and seniority within classification shall govern in the choice of vacation. Vacation schedules shall be arranged by the Company and preference as to dates shall be granted in order of seniority. Vacations shall be scheduled equally throughout the year within each classification.
- (h) VACATION SELL-BACK — The decision to sell back vacation time to the Company shall be made prior to November 1 of each year and shall so be communicated to the Company. Employee must state at the time of the shift bid as to how many full weeks they are planning on selling back.
- (i) Leave of Absence, without pay, not to exceed 30 days will not be considered as service with the Company for the purpose of earning vacation under this Article. Employees on medical leave, personal leave of absence or FMLA leave will have their vacation pro-rated by the number of months they are off the payroll.

**VACATION BID — All Employees at Ratification of Contract**

The Company shall post vacation schedules no later than October 15<sup>th</sup> Said schedule shall remain posted until December 1st of each year.

FIRST (1st) 25% of employees on seniority list to begin bidding November 1st Complete bid November 7<sup>th</sup>.

SECOND (2nd) 25% of employees on seniority list to begin bidding November 8<sup>th</sup>, Complete bid November 14<sup>th</sup>.

THIRD (3rd) 25% of employees on seniority list to begin bidding November 15<sup>th</sup>. Complete bid November 21<sup>st</sup>.

FOURTH (4th) 25% of employees on seniority list to begin bidding November 22, Complete bid November 28<sup>th</sup>.

Each twenty-five percent (25%) of the bid must be completed within seven (7) days. Each employee is expected to bid when it is his turn. If an employee fails to bid, he will be placed where available on the vacation list.

**DAY AT A TIME:**

(j) 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 days off, the Company will make every effort to grant all the day off. If all requests can not be granted the company will than 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 12 SHIFT SCHEDULES AND VACATION**

- (a) The number of shift starting times shall be in the sole discretion of Company.
- (b) The starting time of each shift shall be in the sole discretion of the company.
- (c) The Company shall determine vacation schedules within each classification.

## **ARTICLE 13 SENIORITY**

- (a) Seniority, under this Agreement, shall be defined as length of continuous service with the Company and shall be by job classification. The job Classifications to be recognized for seniority purposes shall consist of:

### **(1) Fueler**

- (b) New Fueler employees shall be regarded as probationary employees for the ninety (90) days from their employment and there shall be no responsibility on the part of the Company for the reemployment of probationary employees if they are discharged or laid off during this period. No employee will be permitted to bid to another classification during his probationary period. If retained in the service, after the probationary period, the names of such employees shall be placed on the seniority list of their respective classification as of the date of their original hiring.
- (c) Seniority, by job classification, shall be recognized in bidding for shifts, days off, vacations, job vacancies or new jobs, and in all promotions, demotions or layoffs involving classification covered by this Agreement.

In bidding for a Lead position, classification seniority and experience shall govern, with preference being given to the senior qualified bidder with established seniority in the applicable classification.

- (d) An employee, covered by this Agreement, shall lose seniority status and/or classification seniority and his name shall be removed from the seniority list under the following conditions:
  - (i) He quits or resigns from his classification.
  - (ii) He is discharged for just cause or is removed from a classification for just cause.

- (iii) He is discharged for being absent from work for more than two (2) consecutive days without properly notifying the Company of the reason for his absence, and not then if a satisfactory reason is given for not notifying the Company.
- (iv) He does not return to the service of the Company on or before a date specified in the notice from the Company offering him re-employment, which date shall not be less than fourteen (14) days after receiving such notice, providing such time is reasonable by the employee, provided, however, that subdivision (iv) and (v) of this section shall not apply to offer of temporary work.
- (v) He accepts a bid in a lower classification unless the employee is on a lay-off status in a higher classification.
- (vi) He has not been rehired within eighteen (18) months after layoff.

(e) Employees shall be laid off by classification in reverse seniority order and may exercise their prior accrued seniority in lower classifications to displace employees who have less seniority within such classification. Employees who receive such layoff notice shall notify the Company within twenty-four (24) hours whether they intend to exercise their seniority.

(f) Re-employment, after layoff within eighteen (18) months, shall be on a seniority basis. Credit shall be given for an employee's length of service prior to the layoff, if recalled within 18 months, in determining the pay bracket applicable when the employee is reemployed in the same or a lower classification. The Company shall send a notice of rehiring by registered mail to the last address on file. If the employee fails to report to work within two (2) weeks thereafter he shall lose all seniority rights. The Union shall receive a copy of each notice or rehiring. Re-employment, for up to 18 months after lay-off, the employee will have seniority to be rehired at the former pay rate but the benefits will be as per the current CBA new hire rate.

(g) When two (2) or more employees enter the service on the same day, seniority rank shall be determined by the lower of the number of the last four digits of the employee's social security number. In the event that last four digits are the same then the last six digits will be used.

(h) An employee promoted to a supervisory position shall continue to retain and accrue seniority under this Agreement for a period of ninety (90) days. If, at the end of that period, he remains in the supervisory position, he shall forfeit all seniority rights under this Agreement.

(i) A seniority list giving names, date of employment and classification shall be furnished to the Union within one (1) month of signing of the Agreement and semi-annually thereafter. The Employer shall notify the Union of all terminations and all new employees.

If mutually agreed upon the Shop Steward will be assigned to the day shift with Saturday and Sunday off.

#### **ARTICLE 14 LEAVE OF ABSENCE**

(a) Unpaid Personal Leaves of absence may be granted based on operational needs and necessities for periods not to exceed thirty (30) days in any calendar year, to employees who, in the Company's opinion, have a good reason therefore, provided such leaves shall not be so many in numbers of personal leaves at one time as to interfere with operations. During such leave, the employee's seniority shall accumulate, subject to Article -12 (c).

(b) If any such leave is extended by the Company, it must be approved by the Union and the employee will not accrue and retain seniority, except that seniority shall continue to accrue on leave for Union business. An employee accepting gainful employment while on leave of absence, except as specifically approved in writing by the Company and the Union, automatically terminates employment with the Company.

(c) Employees who by reason of bona fide illness or injury or requires time off, will be granted appropriate leaves of absence. Seniority will continue to accrue during such leaves, but in no event will seniority accrue for more than 15 months. Following 15 months of absence the employees will be responsible for costs of all of their benefits for the next six months. If the employee fails to return after twenty-one (21) months the employee will be terminated.

(d) Upon receiving written request from the Local Lodge, District Lodge or International Union, the Company shall grant Leaves of Absence for Union Business. Leave of Absence, without pay, will not be considered as service with the Company for the purpose of earning vacation or any company benefits. Leave of Absence for Union business will continue to accrue seniority. Leave of Absence will be limited to a period of 4 years. After four years the employee will have to re-apply for a leave of absence. Vacation entitlements do not apply to persons on Union business. For absences of less than one year, vacations will be pro-rated. The Company has the right to verification of continuous Union business upon returning from the absence.

(e) Under the Family Medical Leave Act the employee may take up to twelve (12) weeks of 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 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. This must be prepaid each week. A failure to pay will result in the cancellation of health insurance.

#### (I) Military Leave

- 1) The re-employment and seniority status of any employee hereunder, who while in the active service of the Company entered the Armed Services or the Merchant Marine of the United States shall be governed by applicable law. Military leave shall be limited only to active service in the armed services and the merchant Marine; however, Mer-chant Marine services must be during a war time period.
- 2) Employees on leave of absence for military training shall be granted a leave of absence and shall accrue seniority and length of service credit for pay purposes for time so spent on such leave.

- 3) When military training leave, not to exceed two (2) weeks, is granted, time spent on such leave shall not affect the employee's wage progression period, vacation accrual, or seniority.

(g) The re-employment and seniority status of any employee hereunder, who while in the active service of the Company entered the Armed Services or the Merchant Marine of the United States shall be governed by applicable law. Military leave shall be limited only to active service in the armed services and the merchant Marine; however, Merchant Marine services must be during a war time period.

(h) Employees on leave of absence for military training shall be granted a leave of absence and shall accrue seniority and length of service credit for pay purposes for time so spent on such leave.

(i) When military training leave, not to exceed two (2) weeks, is granted, time spent on such leave shall not affect the employee's wage progression period, vacation accrual, or seniority.

#### **ARTICLE 15 TERMINATION OF EMPLOYMENT**

(a) Employees shall give the Company two (2) weeks' notice of resignation in writing. Failure to give such shall result in the forfeiture of accrued benefits.

(b) Employees laid off through no fault of their own shall be granted two (2) weeks' notice in writing, or pay in lieu thereof.

This requirement of notice set forth in (b) shall not apply in the event of sudden cessation or curtailment of operations caused by an Act of God, or by an order of Government grounding aircraft or by a wildcat strike of an airline without sufficient notice, and in such cases, employees shall receive three (3) days' notice of layoff or pay in lieu thereof.

(c) Employees, whose shift is changed as a result of the above section, shall receive forty-eight hours' notice of a change of shift before working their new schedule.

#### **ARTICLE 16 UNIFORMS**

(a) Suitable rain gear and other foul weather gear and a parka shall be furnished by the Company.

When required by the Company, the Company agrees to furnish uniforms to employees covered by this Agreement. All expense of laundering and cleaning such uniforms shall be borne by the Company.

The issued uniform and equipment shall be worn at all times while on duty. At no time should the employee modify their uniform. Employees are responsible for safekeeping of all issued clothing and equipment and must pay for the replacement of any items lost at the time of loss.

The Company shall provide a light jacket or sweatshirt every three (3) years to be cleaned by the employee. Company will provide summer shorts and T-shirts (in addition to short sleeve shirts).

(b) Employees covered by this Agreement are required to keep their uniforms neat and clean at all times. Only Company issued clothing, after probationary period, will be allowed.

The company reserves the right to revise and amend the uniform policy after discussion and agreement with the Union.

**ARTICLE 17  
BULLETIN BOARDS**

The Company shall provide bulletin boards for the use of the Union. All notices placed on such boards shall relate solely to official Union business and shall have the official signature of the Union.

**ARTICLE 18  
PAY DAYS**

All compensation payable to employees hereunder shall be paid weekly, on Thursday, by check, during regular working hours whenever possible, or by automatic electronic deposit to the employees' checking account which normally is credited the day before the payday.

**ARTICLE 19  
MANAGEMENT CLAUSE**

The Union recognizes and agrees that the Company retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such rights, subject only to the employee's right to grieve, in accordance with the procedures later provided in this Agreement.

Such rights include but are not limited to the establishment of working conditions, work shifts and shift times, the hiring, promoting, demoting, and rehiring of employees, the suspending, the discharging or otherwise disciplining of employees to the extent that any of such matters are not otherwise covered or provided for in this Agreement; and provided that in the exercise of such functions, management shall not discriminate against any employee because of his membership in, or lawful activity on behalf of the Union.

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**ARTICLE 20**  
**ABSENCE FROM DUTY**

- (a) An employee hereunder shall not be absent from duty without prior permission, except for reason of sickness, injury or other justifiable cause beyond the control of the employee.
  
- (b) An employee hereunder who is prevented from reporting for duty by reason of sickness, injury or other justifiable cause beyond the control of the employee shall promptly notify his immediate supervisor of an absentee control point, if established by the Company, of his inability to report for work giving reason for his absence, except when prevented by circumstances beyond the employee's control. Employees shall be required to give at least two (2) hours' notice of sick absences.
  
- (c) If an employee reports late, with no notice, and the employee is replaced by overtime, that employee will be recorded as late and sent home for the day without pay. At the discretion of management and the approval of the person receiving the overtime the employee will be written up and may be allowed to work the balance of the day.

**ARTICLE 21**  
**BEREAVEMENT**

When it is necessary for an employee to be absent from duty because of death in his immediate family (mother, father, grandmother, grandfather, brother, sister, child, wife (current spouse), or current mother or father- in- law, such employee will be permitted to be absent for three (3) consecutive calendar work days off with pay immediately following the death or during the funeral services. The Company will allow a bereaved employee to utilize earned vacation, sick time and unpaid leave in conjunction with bereavement leave subject to operational need and necessity. Such pay will only be honored, provided such employee has provided proof of services.

**ARTICLE 22  
JURY DUTY**

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

**ARTICLE 23  
UNION CHECK OFF**

~~The Company shall deduct union dues and initiation fees from the employees on proper authorization as provided by the employee and shall forward such monies to the Union. If the Company is advised in writing by the employee to stop taking the deduction, the Company will immediately notify the (Union) District 142 Representative in writing and via email.~~

- A. ~~The Company shall deduct Union Dues from the employees 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.~~
- 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, following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of the Union or pay the Union a monthly service fee which shall be equal to the Union's regular dues, initiation fees and assessments uniformly required of regular Union members, and thereafter maintains membership in good standing or remit the service fee (as herein defined) to the Union, provided that such condition shall not apply with respect to any Employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member covered by this Agreement, or with respect to whom membership is denied or whose membership is terminated for any reason other than the failure of the Employee to tender the initiation fees and monthly dues or service fees uniformly required of other Employees as a condition of acquiring or retaining membership in the Union or employment with the Company.~~
- (C) ~~For the purpose of this Agreement, "membership in good standing in the Union" shall mean that the Employee is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation or reinstatement fees or membership dues or assessments uniformly required of other Employees in the same Union. The Employee electing not to become a member in the Union must maintain the service fee payments as provided above and not be more than sixty (60) calendar days in arrears in the payment of the service fee.~~
- (D) ~~When an Employee becomes delinquent, or not in "good standing" within the meaning of Paragraph B above, the employee shall be subject to discharge within sixty (60) calendar days of receipt by the Company of written notice of the delinquency.~~
- (E) ~~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.

(F) 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 24 GENERAL AND MISCELLANEOUS**

- (a) Upon joint request, the Company will make an employee's personnel file available to that employee and the Union.
- (b) The Company shall provide each employee with a copy of this Agreement.
- (c) The Company and Shop Steward will meet every month to discuss local issues.
- (d) At the discretion of Management and based on the operational needs, "Emergency Day" options may be available upon employee's call in. Examples of an "Emergency Day" are: extreme weather event(s), terrorism event(s), natural disaster(s), "States of Emergency" declared by Local or State Government resulting in road closures, etc. This is not to be used for personal emergencies.

An "Emergency Day" will not be counted against the "Perfect Attendance Bonus" or the "Company Attendance Policy". Management may offer the Employee a custom eight (8)-hour shift to fulfill their daily scheduled hours, which will be mutually agreed upon between the Company and the Employee. The "Emergency Day" may be paid at the Employee's option as a Vacation day, Sick day, or unpaid. The company's decision will be based on the current events, and will be offered on a call-in basis.

## **ARTICLE 25 GRIEVANCE AND ARBITRATION**

~~(a) 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.~~

~~(b) The Company may discharge or discipline an employee for just and proper cause. The company will furnish the employee concerned and the Union with a copy of any complaint or commendation which is placed in the employee's personnel file. No employee who has completed his probationary period shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the charge, or charge preferred against him leading to such action. Such notice shall be presented to the employee no later than fifteen (15) business days from the time the Company has knowledge of the incident upon which such charges are based.~~

~~(c) — The Union may select and designate Shop Steward for the purpose of representing the terms of this Agreement. The past practice of grievance investigation by authorized Union Representatives shall continue. Should any abuse of this procedure occur both parties will meet to discuss it.~~

~~(d) — During the probationary period an employee may be discharged at the Company's option without recourse to the grievance procedure.~~

~~(e) — For the presentation of complaints and grievances that may arise the following procedures will apply: — Copies of letter in an employee's personnel file regarding his work performance shall be sent to the employee and his Shop Steward. Such letter shall be removed from the file after two years from the date of issue provided the employee did not receive additional reprimands for the same offense.~~

~~Any employee, the Union or the Company who has a grievance, may within fifteen business (15) days of knowledge of the complaint, submit a grievance to the other party. The answer to said grievance will be given within fifteen (15) business days.~~

~~If either party desires to submit an appeal it will be presented to the General Manager or his designee and/or the Shop Steward or his designee. Appeals will be answered within fifteen (15) business days.~~

~~Within sixty (60) business days of submitting the appeal, either party to this Agreement must submit its appeal for arbitration through FMCS or to an alternative arbitrator which has been agreed upon by the parties.~~

~~If any employee is discharged a hearing will be held within five business (5) days.~~

## COMPLIANCE AND ENFORCEMENT

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

### **(1) Discipline and Enforcement**

**(A) The Company may terminate or discipline an employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, or for such other (upon request), with a copy of all complaints which may be placed in the employee's personnel file. During the ninety (90) workday probationary period an employee may be discharged at the Company's option without recourse to the grievance procedure.**

**(B) An employee who is terminated, suspended or otherwise disciplined, shall be advised in writing of the alleged charge or charges preferred against him, with a copy of the charge or charges to the Local Union President or Chief Steward (upon request), and the employee may request a hearing at which time he shall have the right to Union Representation.**

(C) No Letter of Discipline will be placed in an Employee's Personnel File without the signed acknowledgement of that employee. Refusal to sign a Letter of Discipline, in the space provided for acknowledgement of the receipt of the Letter of Discipline, shall be just cause for termination. At the end of eighteen (18) months all "Letters" (including Coaching and Counseling) will become non-referrable in all future disciplinary proceedings but remain in an employee's personnel file.

(D) No employee who has completed his Probation Period will be disciplined to the extent of loss of pay or Termination without being advised in writing of the charge, or charges, preferred against him leading to such action and without the benefit of a fair and impartial hearing. Such notice shall be presented to the employee not later than ten (10) days from the time the Company has knowledge of the incident upon which such charge or charges are based. This ten (10) day notice does not apply to Absenteeism or Tardiness.

(E) The employee and Chief Steward shall receive forty-eight (48) hours' notice in writing of a fair and impartial hearing and the hearing will be held within not more than ten (10) business days following the termination, suspension or other discipline of the employee and the Company will not schedule hearings on an employee's scheduled day off. However, the employee may be held out of service on suspension for charges involving a hazard to the job.

(F) The Union may select and designate Shop Stewards that are on duty or immediately available for the purpose of representing the employees covered under the terms of this Agreement.

(G) During the Probation Period, an employee may be terminated or disciplined at the Company's option without recourse to the Grievance Procedure.

(2) Grievance Process

(A) A grievance is defined as a dispute or difference of opinion raised by one or more employees against the Company, involving the meaning, interpretation, or application of the express provisions of this Agreement, or for dealing with perceived unjust discipline or discharge.

(B) Any decisions or agreements, relating to the interpretations or applicability of this Agreement mutually agreed by the Company and the Union, shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.

(C) The Company will be represented by an authorized person who will be empowered to settle all local grievances not involving changes in Company policy or the intent or purpose of this Agreement.

(D) The Company and the Union are the only parties to this collective bargaining agreement, and they and only they have the right of representation and/or counsel with respect to any and all matters, direct or indirect, having to do

with the grievance and arbitration provision of this Agreement. No grievant will be represented by anyone who is not an official representative and/or counsel of the Union or is certified by the Union to the Company to represent them prior to the occurrence giving rise to the grievance. In the event that this Section is violated in any way, directly or indirectly, the grievance will be forfeited and barred absolutely, and evidence of such forfeiture can be used by the Company in a civil action to stay arbitration on such grievance.

- (E) No grievance shall be entertained or processed unless it is submitted to the Company within seven (7) calendar days after the event giving rise to the grievance or within seven (7) calendar days of the knowledge thereof.
- (F) Written extensions by either party may be granted at any step(s) in the procedure by mutual agreement of the parties.
- (G) Any employee or group of employees having a grievance may take the matter up verbally with their supervisor and has the right to have a Steward of their choosing present. The supervisor shall use his best efforts to make a satisfactory settlement. If not settled verbally, the grievance shall be reduced to writing.
- (H) The Union will work through a designated Shop Steward for the purpose of representing the terms of this Agreement. The past practice of grievance investigation by authorized Shop Stewards shall continue. Should any abuse of this procedure occur both parties will meet to discuss it.
- (I) In the event a grievance is reduced to writing, the parties shall attempt to resolve the dispute in the following manner:

**STEP 1:** A written grievance using the electronic Grievance Manager Program (GMP) 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 within 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. The Arbitration is to be held at a local hotel within a five-mile radius of the San Antonio, Texas facility.

(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 San Antonio International Airport, San Antonio, Texas, 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 26**

### **HEALTH AND LIFE INSURANCE**

All full-time employees will be covered by the Companies selected Health Care carriers for Medical, Dental and Vision Care. The Company and the Union will meet annually on or about each September for a January 1st renewal and in March for a May 1st renewal to discuss the Health carriers and rates. Any change in carriers or rates will be subject to negotiations and agreement between the Company and the IAMAW.

The Company will initially offer Emblem HMO Health Insurance plan which is community rated which in the benefit of the employees and Company. The employees may choose to enroll with the health plans or may elect to opt-out.

The Company will choose the health and insurance carriers, and will have the option to add additional alternative health insurance plan designs and costs which will be negotiated and agreed between the Company and the Union.

The plans may begin as of January 1 or on an alternative insurance as the annual renewal date. Currently the policy date is May 1st.

The Company will provide enrollment information and opt-out information each year during the open enrollment period. Employees will be provided a time period to review this information prior to making selections for coverage and plans. Information on the plans will be posted on the bulletin Boards. ~~Plan details will be shown in "Schedule B."~~

**ARTICLE 27  
SECURITY FUND 401K**

If any employee wants participate in the 401K plan, that employee must contribute one percent (1%) of their salary and Allied will contribute thirty cents (\$.30) per hour with a cap of forty (40) hours per week.

**ARTICLE 28  
SICK LEAVE**

Full time employees who have completed at least one year of service will accrue five (5) sick days effective every January 1st. For those employees that have completed probations and not completed one year of service will accrue one sick day for every two months of service with a cap of three (3) for that year. Those employees that have reached the three (3) day maximum will accrue five (5) sick days on the upcoming January 1st. All other employees that have not reached the maximum of three days will have to wait until the second (2) January 1st.

Said sick leave is to be used in cases of bona fide illness and verification may be required in cases where abuse is suspected.

Employee will be put on notice before the Company requires an employee to bring in a doctor's note. This will not be done arbitrarily but will be based on the employee's record.

(a) During the period of the first ninety (90) calendar days of employment, employees are not to receive sick leave. An employee who shall have completed this period of ninety (90) calendar days shall accrue:

After probation	1 year	three (3) days
	2nd year	five (5) days

(b) Unused sick leave shall be cumulative up to a maximum of forty (40) days. Any days over this amount which are unused can be sold back to the company. Prior to December 15<sup>th</sup> each year an employee may elect to sell back or bank unused sick days. If the bank has reached 40 days, excess days will be paid to the employee based on a rate of eight (8) regular hours per day for each excess day(s).

(c) Days absent due to sickness of the employee shall be paid for from such accumulated sick leave. Payment shall be based upon the employee's regular straight time rate multiplied by eight (8) hours for each day.

(d) An employee will not be paid sick time unless the employee notifies his supervisor in accordance with Company policy being two hours prior notice prior to the start of their scheduled work shift. At that time the employee must give the following information:

Name, shift, place where sick, and expected duration of sickness.

(e) An employee who is under a doctor's care and expects to be absent for more than three (3)

calendar days may be excused from making a daily call if the employee states in their original or subsequent call the length of time the employee expects to be absent. In cases where the absence is extended for more than one (1) week, an additional call must be made at the end of each seven (7) calendar day period.

- (f) When an employee's sickness is for more than three (3) calendar days, a doctor's certificate covering the duration of the sickness must be presented to their supervisor upon returning to work.

While it will not be the policy of the Company to require a medical certificate for all absences of one (1) to three (3) days, in order for an employee to be eligible for sick leave pay, the Company reserves the right to require such certificates whenever unusual circumstances indicated probable abuses of sick leave policy.

- (g) The provisions for sick leave accumulations and payments are designed to compensate employees for actual sickness and shall in no event be construed so as to secure to employees additional vacation, holidays, or severance payments.
- (h) Employees and the Union recognize their obligations to prevent absence for reasons other than sickness or injury or other abuse of such sick leave privilege and pledge their cooperation to the Company to prevent abuses.
- (i) While it will not be the policy of the Company to require a medical certificate for all absences of one (1) to three (3) calendar days in order for an employee to be eligible for sick leave pay, the Company reserves the right to require such certificates whenever unusual circumstances indicate probable abuses of the sick time policy.
- (j) Unused sick leave for which payment is not made under the provisions of this Article shall, in addition, continue to be accumulated towards a maximum of forty (40) calendar days, as set forth in paragraph (a) and (b) of this Article.
- (k) Sums received under this Article shall not be used in calculation of overtime payments under the provisions of this Agreement.

The provisions for sick leave accumulation and payments are designated to compensate employees for actual illness and shall in no event be construed so as to provide to employee's additional vacation, holiday or severance payments.

(1) An employee who retires, leaves the company for any reason, is laid off or passes away will be Compensated for unused sick leave at the rate of two (2) days of unused sick leave for one (1) day pay at the employee's straight time rate.

Employees and the Union recognize their obligation to prevent absence for reasons other than illness or injury or other abuse of such sick leave privilege and pledge their cooperation to the Company to prevent abuses.

Any employee on extended sick leave will draw on his accrued sick days until such days are exhausted. If the New York State Statutory Disability Benefits is being paid in accordance with New York State Disability Benefits Law for long term disability and the employee has sick days remaining, the employee may use the sick day bank to pay the difference between the NY rate and the Company regular 40 hour rate. A dollar charge will be applied to the bank as opposed to a per regular day charge. The sick day bank cannot be used to supplement workers compensation until the employee is formally under long term disability.

Sums received under this article shall not be used in the calculation of overtime payments under the provisions of this Agreement.

## **ARTICLE 29 VACANCIES AND BIDDING**

- (a) The Company will determine and establish and may change the number of employees in each classification and the number assigned to a shift subject to the following limitations:
- 1) When an employee covered by this Agreement vacates his position it shall be bid as a vacancy unless the Company abolishes the position.
  - 2) When the Company increases the number of employees, in any classification covered by this Agreement, the Company shall bid each additional job as a vacancy.
  - 3) When a vacancy occurs it shall be posted on all company bulletin boards for a period of ten (10) working days. The successful bidder will be awarded the vacancy within five (5) working days.
  - 4) The position being bid on will be awarded to the senior qualified employee bidding for the job.
  - 5) The Company will post available full-time positions for bidding.
- (b) In the event no employees bid for the vacancy, the Company will fill such vacancy as follows, in the order set forth:
- 1) Recall the most senior employee on layoff in that classification.
  - 2) Promote the most senior qualified employee from a lower classification desiring the vacancy.
  - 3) Hire an employee outside the Company.
- (c) A successful bidder shall hold the job to which assigned for a period of thirty (30) days in order to demonstrate his ability to perform the work required. If, during this period, the employee is unable to demonstrate his ability to perform the work, he will lose any new classification seniority

he has accrued and will be reassigned by the Company to his former position in the same classification he previously held. This thirty (30) day period may be extended for an additional thirty (30) days by mutual agreement of the Parties.

ARTICLE 30  
OVERTIME PROCEDURES

In the implementation of Article 7. (d), the parties hereby agree to follow the procedure set forth below:

OVERTIME PROCEDURE

1. For each classification there will be an overtime list containing the names of all employees (including Leads) who have completed their probationary periods with the following exceptions.

(a) Employees who do not desire to be considered for overtime will so notify the Union, in writing, and their names will not appear on the overtime list. Such notification will apply for a minimum period of thirty (30) consecutive days and upon return to the overtime list the employee will be charged with:

The same number of overtime hours as the highest man on the shift to which assigned or the same number of hours which were previously charged to them at the time they were removed from the overtime list, whichever is greater.

2. For all employees who have completed their probationary period a record will be kept, and will be brought up to date daily, of overtime worked, or offered and declined converted to equivalent straight time hours paid, or which would have been paid had the offered overtime hours been worked, and will include the cumulative number of hours so charged. Overtime points will revert back to zero the first Sunday of November and the first Sunday in May aligned with the shift bid.

(a) Fractions of hours will not be recorded. A fraction of five-tenths (5/10ths) of an hour or more will be converted to the next higher hours. A fraction of less than five-tenths (5/10ths) will be converted to the next lower hour.

(b) Paid lunches and regular holidays worked will not be considered as chargeable overtime except for all hours worked in excess of eight (8) hours on a holiday.

(c) Any refusal of overtime to attend Company business, training or Union business will not be chargeable.

3. Employees, being added to the overtime lists, will be charged with the same number of hours as the highest man on the list to which assigned. This will apply to employees being added to the list upon the completion of their probationary period.

4. Employees moving from one (1) shift to another within an overtime unit will carry their overtime hours with them.

5. Employees who are absent for thirty (30) or more consecutive days (except absence due to vacation, sick or injury) will, upon return to duty, be charged with:
  - (a) The same number of overtime hours as the highest man on the shift to which assigned, or the same number of hours charged to them before their absence, whichever is greater.
6. When overtime is required, it will be offered as follows:
  - (a) Overtime anticipated which is continuous following a scheduled shift will be offered to employees working on that shift.
  - (b) Overtime anticipated to be four (4) hours or less in advance of and continuous with a scheduled shift will be offered to employees on regular workdays on the oncoming shift.
  - (c) When overtime is contemplated, at least four (4) hours' notice will be given.
  - (d) An employee who calls in sick or is sent home by a doctor or dispensary will not be eligible for overtime until he again reports for this regular shift.
  - (e) Where two (2) or more employees have an equal amount of overtime charged to them the senior employee will be considered low man and will be offered the overtime.
  - (f) Overtime will be offered to probationary employees only when it is not possible to obtain a non-probationary employee to work the required overtime.
  - (g) An employee who does not have a telephone, or whose telephone is not known to the Company, will be charged as if it had not been possible to contact him by telephone.
7. For the above purposes it is considered that an employee's regular workday is the twenty-four (24) hour period from the start of his regular shift.
8. When overtime is offered as in 6 above, it will be offered first to the employee with the least number of cumulative hours on his overtime record.
9. Any employee who mutually agrees to a change of status will be considered ineligible for overtime on the days involved.
10. No employee shall be required to work more than sixteen- and one-half hours (16.5) in any twenty-four (24) hour period.

11. An employee working on his seventh (7th) day shall not to be eligible for overtime until he has had 7<sup>1</sup>/<sub>2</sub> consecutive hours of rest prior to the start of his regularly scheduled shift.

**ARTICLE 31**  
**SAFETY, HEALTH, TRANSITIONAL WORK PROGRAM,**  
**PCE TESTING**

(a) The Company agrees to provide a safe working environment for its employees A Joint Safety Committee shall be established, composed of a minimum of two (2) representatives. It shall be the duty of this Committee to investigate all claims of unsafe working conditions submitted by employees. The Committee shall meet monthly at a mutually agreed time and place. The Committee shall keep "minutes" of its meetings (a copy of which shall be placed on the bulletin boards), the claims submitted and the action taken. The Committee will make every effort to clear up outstanding items by the next monthly meeting.

(b) Other Safety and Health Language

- 1) The Company agrees to furnish a sanitary water fountain will be provided. The floors of the toilets and washrooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions.
- 2) Shops and washrooms will be lighted, ventilated and heated in the best manner possible, consistent with the sources of heat, ventilation and light available.
- 3) The Company, Union and employees will cooperate towards a prevention of work related accidents and the furtherance of an aggressive safety program.
- 4) It is agreed the Safety and Health Committee acts hereunder exclusively in an advisory capacity and that the International Union, district, local Union, Safety Committee and its officers, agents and employees shall not be liable for any work connected injuries, disabilities or diseases which may be incurred by an employee.
- 5) No employee shall be discharged or suspended pending an investigation and by the Safety Committee for refusing to work on a job which is not reasonably safe and/or sanitary or which might endanger his/her health or another workers health.
- 6) In no event shall an employee be discharged, suspended and/or disciplined in any manner for adhering to Company, both, local and/or system, rules and/or regulations.
- 7) The Company may implement a Transitional Light Duty Work Program. The Company will make the necessary accommodations for an employee deemed light duty and will adhere to the restrictions of the employee's physician.

**ARTICLE 32  
UNION ACCESS**

Authorized representatives of the Union shall have access to the premises of the company to transact necessary Union business, providing it shall not interfere with the operation of the Company.

**ARTICLE 33  
OCCUPATIONAL INJURY**

Allied Aviation will abide by all New York State Workers' Compensation Laws.

**ARTICLE 34  
DRUG TESTING**

(a) Employees responsible for an accident will be suspended, without pay, until the results of the drug testing are received by the Company. If the employee tests negative, the employee will be paid for the suspension time at straight time.

(b) Employees must refer to Allied Aviation Services Hourly Employee Handbook, Code of Conduct - Drugs in the Work Place for policies.

The Company will follow the Federal Department of Transportation's Drug Testing Policy.

**ARTICLE 35  
ATTENDANCE INCENTIVE**

Perfect attendance award will be seven hundred fifty dollars (\$750.00) per year for perfect attendance. In addition to the payment, the employee will receive one additional personal day for the next calendar year. The personal day will follow same rules as dictated under Article 10. The day will be lost when the employee does not achieve the perfect attendance award (i.e. If the employee has perfect attendance in 2016, an additional personal day will be granted in 2017. If the employee does not achieve the perfect attendance award in 2017, no additional days will be granted beyond article 10 for 2018). In order to receive the perfect attendance award the employee has to have not called in sick for the entire year nor have incurred an unexcused late for work more than one time in the calendar year.

EXAMPLE: Employee has not called in sick for the year but has been late for work on two or more occasions. The employee will not qualify for nor receive the perfect attendance award.

**ARTICLE 36  
DURATION OF AGREEMENT**

Except as otherwise specifically provided herein this Agreement shall become effective **DOR**, and shall remain in full force and effect until \_\_\_\_\_ **30, 2029** and shall renew itself without change from year to year thereafter unless written notice of intended change is served by either party hereto at least thirty (30) days prior to such date.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.**

***ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.***

By: \_\_\_\_\_  
Operations Manager

By: \_\_\_\_\_  
Vice President

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
DISTRICT**

By: \_\_\_\_\_  
President/Directing General Chair

By: \_\_\_\_\_  
General Chair

By: \_\_\_\_\_  
Negotiating Executive Committee Member