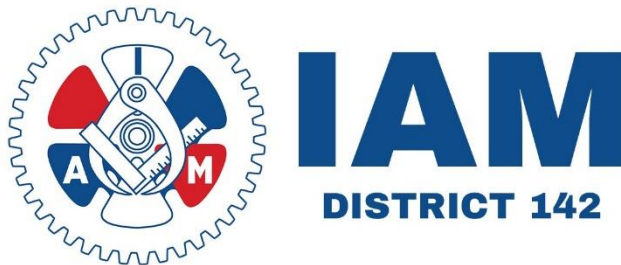


COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN



MENZIES AVIATION
474 - ORD

AND



INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS
District 142
AFL-CIO

DATED:	January 15, 2026
TERMINATION:	January 14, 2029

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AGREEMENT

THIS AGREEMENT entered into this day (Date) January 15, 2026, in accordance with the provisions of the Railway Labor Act, by and between MENZIES hereinafter referred to as the "Company" and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT 142, AFL- CIO, hereinafter referred to as the "Union."

1 **ARTICLE 1**

2 **PURPOSE OF AGREEMENT**

- 3
- 4 A. The purpose of this Agreement is, in the mutual interest of the Company and of the employees,
- 5 to provide for the operation of the services of the Company under methods which will further, to
- 6 the fullest extent possible, the safety of air transportation, the efficiency and quality of customer
- 7 service, and the continuation of employment under conditions of reasonable hours, proper
- 8 compensation and reasonable working conditions, all in accordance with the provisions of this
- 9 Agreement. It is recognized by this Agreement to be the duty of the Company and of the
- 10 employees to cooperate fully, both individually and collectively, for the advancement of that
- 11 purpose. To further these purposes, the Company or the Union Representative may request a
- 12 conference or a meeting at any time to discuss and attempt to resolve any condition that may
- 13 arise under the application of this Agreement.
- 14 B. No employee covered by this Agreement will be interfered with, restrained, coerced or
- 15 discriminated against by the Company, its officers or agents, because of membership in, or lawful
- 16 activity on behalf of the Union. Neither the Company nor the Union shall discriminate against any
- 17 employee or applicant for employment because of race, creed, color, national origin, disability,
- 18 age or sex.
- 19 C. It is understood wherever in this Agreement employees or jobs are referred to in the male gender,
- 20 it should be recognized as referring to both male and female employees.
- 21

ARTICLE 2
SCOPE OF AGREEMENT

- A. The Company agrees all work performed by employees in the collective bargaining unit hereinafter defined and generally recognized as mechanical inspection work, mechanic's work, performed in and about Company shops and other Company facilities, including, but not limited to, mechanical work involved in dismantling, overhauling, repairing, fabricating, assembling, welding, painting and radio equipment, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith, and including the dismantling, repairing, assembling and erecting of all machinery and mechanical devices and automotive and building maintenance and repair work, the work of store clerks, line servicemen, the work involving the moving of aircraft, supplies, refueling of aircraft and automotive equipment, and janitorial work as coming under the jurisdiction of the International Association of Machinists and Aerospace Workers and is covered by this Agreement.

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

- B. The collective bargaining unit covered by this Agreement shall consist of all employees engaged in the maintenance, repair, modification and servicing of aircraft and accessories, including automotive, stores and building maintenance employed by the Company.
- C. It is recognized that the nature of the Company's operation is such as to require the employment of regular part-time employees to perform specific jobs which arise and to meet peak workloads which occur. It is not the intent of the Company to employ regular part-time employees for the sole purpose of avoiding the employment (or continued employment) of regular employees for whom full-time work requirements exist under regular work schedules, or avoiding other provisions of this Agreement as they apply to regular full-time employees.

Regular part-time employees will be scheduled to work for not less than two (2) hours nor more than eight (8) hours in any one day. The workday for part-time employees shall be the twenty-four (24) hour period commencing at midnight on any day. Part-time employees shall be subject to all provisions of this Agreement, including Schedule "A", except Article 5- Seniority, Article 7- Hours of Service, except that Section D, paragraph 3, as it applies to a job bid shall be applicable; Article 8 – Overtime and Holidays,

except that paragraph D as it pertains to premium time shall be applicable; Article 10 - Vacancies and Bidding, Article 15 - Sick Leave, Article 16 - Insurance Benefits, Article 17 - Vacations, Article 20 - Leaves of Absence, and Article 23 - Pension Plan.

No regular full-time employee of the Company will be permitted to participate in part-time work as a part-time employee during any week in which such employee works their regular schedule or receives pay under any other provisions of this Agreement.

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

Provided there are no regular full-time employees in a laid off status who are subject to recall provisions of this Agreement, part-time employees who meet the Company's qualifications will be given preferential consideration for permanent jobs which may become available within their classification before so-called "outsiders" are hired. Should a part-time employee fail to accept regular full-time employment, the Company shall be under no obligation to again offer such employment. All regularly scheduled part-time vacancies shall be posted for bid by seniority.

- D. Employees covered by this Agreement shall be governed by all Company rules, Regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement. The rules in effect on the date of this Agreement are attached hereto. Copies of the rules established in the future will be distributed to employees prior to becoming effective.
- E. To facilitate flexibility in adapting to customer schedule changes when such changes affect regularly scheduled shifts, the Company will provide the affected employees with forty-eight (48) hours advance notice of all changes in regularly scheduled shifts of one (1) hour or less. Full bumping rights will apply if an employee so chooses.
- F. To facilitate vacation and other ad hoc open shifts, the Company will be allowed to utilize GSE Mechanic(s) from ORD, Station 403 for periods of up to thirty days at normal hourly rates and all other benefits apply.

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ARTICLE 3
STATUS OF AGREEMENT

- A. This Agreement supersedes any and all agreements existing or previously executed between the Company and any Union or individual, affecting the class of employees covered by this agreement.
- B. All provisions of this Agreement shall be binding upon the successors or assigns of the Company.

1 **ARTICLE 4**

2 **CLASSIFICATIONS OF WORK**

3
4 A. ~~Vehicle Mechanic:~~ **GSE Mechanic:**

5 The work of a vehicle mechanic shall consist of any and all work generally recognized as
6 mechanic's work in and about Company shops, buildings or facilities. This includes work
7 contracted by owners or persons authorized by owners to contract the work of the Company,
8 whether in company shops, buildings or not. Mechanic's work includes but is not limited to, the
9 dismantling, repairing, painting, repairing, fabricating and erecting of machinery, mechanical
10 devices, automotive equipment, and building maintenance. Building maintenance shall include
11 maintaining, repairing, altering and construction of building and equipment including such work
12 as carpentry, painting, masonry, plumbing, electrical, maintain fire equipment and repair work.) A
13 mechanic may be required to give "on the job" instruction to an employee of the same
14 classification. A Vehicle Mechanic must possess a valid driver's license and is responsible to
15 report to the Company whenever he/she does not hold a valid driver's license.

16 B. ~~Gauger:~~ **Quality Control Technician (QCT):**

17 Under a minimum of guidance, direction and instruction from supervision, lead and other
18 experienced personnel will receive, store, transfer and dispense petroleum products in
19 accordance with established procedures and quality control; perform preventative maintenance
20 on facilities, equipment and systems; and, as required, perform any ground handling operations
21 associated with customer aircraft operations. As directed by supervision, will provide instruction,
22 guidance and assistance to employees in lower rated classifications. Work performed shall
23 consist of, but not limited to, receive, store, transfer and dispense petroleum products at all
24 storage facilities in accordance with established procedures and quality controls; perform fueling
25 operations on assigned aircraft in accordance with established procedures, methods and
26 operations policies exercising established quality control and safety guidelines; procure daily,
27 weekly and monthly petroleum product inventories as required. Prepare and process required
28 documentation related to the work performed; perform necessary duties required in accordance
29 with facility housekeeping and safety requirements such as, but not limited to, cutting weeds and
30 routing painting.

31 Must possess a valid driver's license and as required, airport facility driver's license and/or
32 permit required as a condition of employment. Where lifting is required, the employee must be

able to do the essential functions of the job. Required to pump, visually inspect, clean fuel pits, and provide auto gas and diesel functions as necessary.

C. Lead Pipeline Technician:

1. The work of a Lead Pipeline Technician shall consist of and include the leading and directing of other Pipeline Technicians. They shall be familiar with the duties of Pipeline Technicians and shall be the working leader of their group. They shall not lead or direct more than ten (10) other Pipeline Technicians. There shall be no reductions in current leads. They shall be responsible for reporting known delays, accidents and incidents to the appropriate management personnel. A lead Pipeline Technician must possess a valid driver's license, airport facility driver's license and/or permit required as a condition of employment and is responsible to report to the Company whenever she/he does not hold a valid driver's license.

D. Pipeline Technician:

Maintain and repair, including major overhaul, all tank farm and storage facility equipment located at the O'Hare Field Operation. ~~Quality Control Technician (QCT) Gauger's~~ will support Pipeline Technicians in strapping of the fuel storage tanks as needed in order to ensure safety. Periodically inspect equipment to determine and/or to perform the repair and maintenance work necessary to prevent functional breakdowns. Determine methods and sequence of operations, dismantles, diagnoses trouble, repairs, mechanical services, reassembles, installs, tests, and calibrates where applicable such equipment as, flow meters, electrically operated valves, high- and low-level shutoff valves, pressure control valves, pumps, motors, liquid level gauges, etc. May be required to work on hydrant, loading rack and calibration station fittings, as they pertain to the function of the above-mentioned vehicles.

Clean and repair locks for facility lockup system. Perform major repair on all fire protection equipment. Must have a valid driver's license and as required, airport facility driver's license and/or permit required as a condition of employment. Where lifting is required, the employee must be able to do the essential functions of the job.

E. ~~Head Operator:~~ **Dispatcher:**

Coordinates and monitors the receiving, storing, transferring and dispensing of petroleum products at all storage facilities in accordance with established procedures and quality controls. Responsible for the compliance of all quality assurance procedures at primary storage. Inventory daily, weekly and monthly petroleum products as required. Prepare and process required documentation relate to the work performed. Responsible for dispatching work assignments to a group engaged in fuel system maintenance, aircraft servicing and related function. Ensures

proper utilization of personnel and equipment and imparts current or new occupational knowledge to workers within the classification of **Quality Control Technician (QCT) Gauger** and Pipeline Technician. Responsible for the operation of fire/safety control systems associated with all storage facilities. Performs the necessary duties required in accordance with good housekeeping and safety practices.

Must have a valid driver's license and as required, airport facility driver's license and/or permit required as a condition of employment. Where lifting is required, the employee must be able to do the essential functions of the job.

F. General:

1. Leadmen shall not have the authority to hire, discharge, discipline or approve matters relating to wages or working conditions.
2. The Company will select Trainers to be paid an additional **one dollar and fifty cents (\$1.50)** ~~seventy-five cents (\$0.75)~~ per hour for the day as training is required. While training, trainers will perform all duties of their regular classification in addition to the training tasks. **The Company will establish designated trainers to be paid a differential of one dollar and fifty cents (\$1.50) per hour while providing instructions to trainees. Designated trainers will perform all duties of their regular job classification in addition to providing on-the-job instruction to their assigned trainees. The premium shall only be paid to the designated trainers during the hours for which instruction was provided. The company shall distribute the training differential as equally as possible among volunteers.**

1 **ARTICLE 5**

2 **SENIORITY**

3

4 A. Seniority as used throughout this Agreement shall be defined as the length of service for which

5 an employee received credit in any classification covered by this Agreement with this Company.

6 The definition shall include the ability to perform the required work on the job in a satisfactory

7 manner and shall accrue from the date of entering a classification as a regular assignment.

8 Seniority shall be applicable to all classifications covered by this Agreement.

9 B. The principle of seniority shall apply in the application of this Agreement in all reductions or

10 increases of the work forces, preference of shift assignment when a vacancy occurs, vacation

11 period selection, in bidding for vacancies or new jobs, and all promotions, demotions or transfers

12 involving the classifications covered by this Agreement. All shifts, days off and work assignments

13 shall be open for bidding for all classifications bi-annually at minimum in between the months of

14 March and April and again between the months of September and October. Every effort should

15 be made to align bid periods in 6-month time frames pending operational priorities.

16 As business situations dictate, additional job bids may be required. A grid system bid

17 sheet for shift preference for each classification shall be utilized to fill all vacancies which arise

18 between the annual bid. No premium pay shall be paid to any employee as a result of his/her

19 being awarded a change in schedule for which he/she bid.

20 C. Employees will be considered as probationary employees for the first ninety (90) calendar days

21 of employment and there shall be no responsibility on the part of the Company for the re-

22 employment of probationary employees if they are laid off during this period. If retained after the

23 probationary period, which may be extended an additional thirty (30) calendar days in individual

24 cases by the giving of written notice to the Union before the end of the specified probationary

25 period, the names of such employees shall then be placed on the appropriate seniority list as of

26 their date of hire. In instances where the Company extends an individual's probationary period of

27 an additional thirty (30) calendar days, the written notification to be provided to the Union will also

28 include the reasons for the extension.

29 Should the Company at its discretion establish a new job classification or make a

30 substantial change in an existing classification, a job description and proposed rate will be

31 submitted to the Union. Rates for such new classifications and/or descriptions shall be in relation

32 to and compatible with the existing rate structure. If the Company and the Union are unable to

33 agree upon any such proposed rate and/or description, the Company shall install the description

1 and classification and apply the rate proposed; provided however, the appropriateness of any
2 such rate and/or description shall be subject to review under the grievance procedure hereinafter
3 set forth, including arbitration.

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

13 Seniority lists shall show employee's last name, first name, original date of hire by job
14 classification, present job classification, by title, time spent in covered classifications, including
15 employees on Military Leave of Absence and employees promoted to supervisory positions. The
16 word "hired" shall be defined as the first day worked for which pay was received.

17 A separate part-time seniority list shall be maintained for part-time employees. Part-time
18 employees may exercise their seniority only for purposes of bidding into full-time jobs in their
19 classification (which will be determined by most senior qualified), to higher rated jobs for which
20 they are qualified, and to regular scheduled part-time positions, reduction in force and recall after
21 layoff. Regular scheduled part-time employees shall be permitted to bid once per year by a grid
22 system for regular scheduled part-time positions by seniority. Reasonable efforts will be made by
23 the Company to distribute part-time work hours as evenly as possible among part-time
24 employees.

- 25 E. Employees who are promoted after the date hereof to supervisory positions outside the
26 bargaining unit covered under this Agreement shall continue to retain and accrue seniority for a
27 maximum of one hundred and eighty (180) days. In the event any such employee is returned to
28 the bargaining unit by the Company or voluntarily desires to return to the bargaining unit during
29 such one hundred and eighty (180) day period, they shall be entitled to exercise both their retained
30 and accrued seniority. If they are retained on the job after the one hundred and eightieth (180th)
31 day, their names shall be removed from the seniority lists. During this one hundred and eighty
32 (180) day period, the employee shall maintain his good standing membership in the Union.

- 1 F. Loss of Seniority: An employee will lose their seniority status and their name shall be removed
2 from the seniority list under the following conditions:
- 3 1. They quit or resign.
 - 4 2. Discharged for just cause.
 - 5 3. **She**/he does not inform the Company in writing by registered mail or telegraph of his intention
6 to return to service within three (3) working days after day of sending a notice offering to
7 reemploy them after a layoff.
 - 8 4. **She**/he does not return to the service on or before a date specified in the notice from the
9 Company after a layoff, which date shall not be prior to the (10) working days after receipt of
10 such notice, provided that subdivisions (3) and (4) of paragraph F shall not apply to offers of
11 temporary work. Any notice provided in this paragraph shall be by certified mail (return receipt
12 requested) to the employee at his last address filed with the Company. A copy of notices of
13 recall sent by the Company will be provided to the Local Committee Chair.
 - 14 5. **She**/he fails to return to work after or at the end of an authorized leave of absence.
 - 15 6. **She**/he is laid off and does not return to work for a period of three (3) years. If hired after
16 December 1, 1995, and is laid off and does not return to work for a period of one (1) year.
 - 17 7. Engages in gainful employment while on leave of absence, except when selected by the Union
18 to perform full-time Union work.
 - 19 8. A full-time employee who voluntarily reduces their self to part-time status will be placed in the
20 part-time seniority list at the level earned based on Company date of hire and will not be
21 eligible to bid for full-time status for twelve (12) months. Paragraph F(I) will apply regarding
22 full-time seniority.
 - 23 9. A part-time employee who is not carrying a bid line and is unable to meet the work schedule
24 requirements will lose their active employment status. Minimum work schedule requirements
25 are defined as the employee must be able to work at least twenty (20) hours per month.
 - 26 10. Any employee absent from work for any reason for one (1) year will be separated subject to
27 state and federal law. In the event the employee returns before the expiration of the one (1)
28 year period, they must remain actively at work for a period of six (6) months before being
29 eligible for another one (1) year period. Should the employee be off work again within the six
30 (6) month period, time lost will continue to count towards the original one (1) year period.
 - 31 11. An employee who voluntarily reduces themselves, including bidding for a lower classification
32 job, except for employees who hold lead positions who by bidding give up such lead

1 designation, shall have their name removed from the higher classified job and lose all seniority
2 and pay credit in such classification.

3 G. Reduction and Increase of Working Force. Whenever the number of employees in any
4 classification is to be reduced, the reduction must be by classification, in the reverse order of
5 seniority, in the jobs to be reduced. An employee who is given notice that she/he is to be reduced,
6 or an employee who is being displaced by another employee, must displace the least senior
7 employee in the classification who is in a job for which the displacing employee is qualified,
8 seniority permitting. The employee's Company date of hire will be used as the criteria to place
9 him/her in the part-time seniority list. The employee must notify the Company on the next workday
10 that he wishes to displace another employee which he is qualified to displace. An employee not
11 notifying the Company will be considered as electing to go on laid off status. They may not
12 displace into a classification in which they do not hold seniority. An employee must displace in
13 their highest classification before proceeding to the next lower classification. Any qualification
14 disputes will be grounds for grievance procedure (Refer to Article 10, Section E). Reductions of
15 force in the mechanical and technical classifications (Lead Mechanics and Vehicle Mechanics)
16 shall occur as set forth above. However, employees reduced in the classification of Lead
17 Mechanic shall have the right to bump into the classification they are leading, based upon their
18 cumulative seniority in that classification and the related lead classification.

- 19 1. Ten (10) workdays' notice or pay therefore, at the Company's option, will be given to
20 employees to be reduced before such reduction in force is made, and a copy of such notice
21 will be furnished to the employee and the designated Local Union representative.

22 Where there is temporarily no work because of an Act of God, circumstances over which
23 the Company has no control, or work stoppages and strikes by employees of companies
24 which MENZIES AVIATION performs work for, it shall not be considered a normal reduction in
25 force and subject to this provision.

- 26 2. The restoration of forces for all classifications will be by seniority, the most senior employees
27 reduced or laid off to be returned first. Any employee reduced from a classification due to a
28 reduction in force and refusing to accept the first job in the highest classification for which
29 they are qualified, shall have their name removed from the seniority list for that classification.
30 All laid off employees with seniority status shall be recalled for available positions before the
31 hiring of new employees, provided that the recalled employee has the qualifications for the
32 required position.

ARTICLE 6
UNION SHOP

- A. As a condition of employment, all employees covered by this Agreement shall, within ninety (90) days after their date of hire or the effective date of this Agreement, whichever is later, become members of the Union and remain in good standing in the Union during the term of this Agreement.
- B. The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by paragraph A above.
- The term "good standing" shall not include more than the obligation to pay all periodic dues and initiation, or reinstatement fees uniformly required.
- C. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the initiation or reinstatement fees and dues payable by them to the Union during the period of said authorization.
- D. Deductions shall be made on account of initiation or reinstatement fees from the first paycheck of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the first paycheck of the employee in each month.
- E. Deductions provided for in paragraph B shall be remitted to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the deductions made in the previous month. The Company shall furnish the Financial Secretary of the Union monthly, with a record for those for whom deductions have been made and the amount of the deductions. In the event a deduction is not made on one (1) or more consecutive payroll deduction dates due to lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date that employee has sufficient earnings, a double deduction shall be made and deductions each subsequent payroll period until such employee is in good standing.
- F. The Union agrees that it will indemnify and save the Company harmless against any and all claims, demands, suits or any other form of liability that shall arise out of or by reason of action taken by the Company in complying with the foregoing provisions of this Article.

In consideration for this save harmless and/or indemnification clause, the Company agrees that the Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the Company for claims for which the Company is entitled to indemnification by the Union, through attorneys of its own choosing and at its own discretion, but in any event, if the Company

unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the Union. It is further agreed that the Company shall promptly notify the Union of any such action when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances above described.

Each monthly remittance shall be accompanied by an electronic dues deduction report submitted directly to 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.

18.6 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)

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

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

TO: Menzies Aviation

I, _____ hereby assign to the International
(Please print Name, First, Middle Initial, Last)

Association of Machinists and Aerospace Workers the amounts required to pay my initiation or reinstatement fees and my regular monthly Union dues, on account of membership in District 142, International Association of Machinists and Aerospace Workers, and I hereby authorize and direct Menzies Aviation to deduct such amounts from my earned pay, including sick leave payments, beginning with the current month.

This authorization and assignment will be effective and irrevocable for a period of one (1) year from this date, and up to the termination date of the current collective bargaining agreement, whichever occurs sooner. It 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 by certified or registered mail, return receipt requested to the Company and the Union within such fifteen (15) day period.

Job Title: _____

Signature of Employee: _____

Home Address: _____

Date: _____

Forward one (1) copy to Financial Secretary at District 142

ARTICLE 7
HOURS OF SERVICE

- A. Eight (8) consecutive hours, exclusive of a lunch period, shall constitute a normal day's work. The work week begins on Friday and ends on Thursday consistent with Company's payroll schedule.
- B. The work week begins on Friday and ends on Thursday consistent with MENZIES AVIATION Payroll schedule. Forty (40) hours of work consisting of five (5) eight (8) hour days of work, scheduled consecutively within a seven (7) calendar day period, shall constitute a normal work week. Scheduled days off shall be consecutive within each employee's workweek. It shall be the Company policy to prepare and post ten (10) days (or such lesser period as is practicable) in advance of the effective date, a work schedule which, to the extent practicable and consistent with the safe and efficient operations of the business, provides for the following:
1. Regular days of work and regular days off each workweek for individual employees, consideration being given to senior employees in the assessment of regular days off, and;
 2. Regular shift assignments for individual employees, consideration being given to senior employees in originally making such assignments. It must be recognized that in order to meet airline schedule demands, some employees may regularly be scheduled on more than one (1) shift during a regular workweek. The practice will not be to rotate shift assignments.
- The Company will make every effort to hold to a minimum (and will expect employees to do the same) changes in individual shifts and daily schedules due to absenteeism, employee turnover, flight diversions, flight cancellations, charter flights, etc.
- C. Employees working on an eight (8) hour shift basis will receive a thirty (30) minute lunch period on each shift during working hours, with pay.
1. Any shift starting at or after 5:00 a.m. will be recognized as the first or day shift, and the one-half (1/2) hour lunch period will be regularly established during the fifth (5th) hour of the shift.
 2. Any shift starting after 12:00 p.m. will be known as the second shift, and the one-half (1/ 2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working the second shift will be compensated with fifty cents (\$.50) per hour in addition to ~~his~~ **their** base rate.
 3. Any shift starting after 8:00 p.m. will be known as the third (3rd) shift, and the one-half (1/2) hour lunch period will be regularly established during the fifth (5th) hour, and any employee working the third (3rd) shift will be compensated with fifty-five cents (\$.55) per hour in addition to ~~his~~ **their** base rate.

1 4. Any employee scheduled to work a combination of shift start times during a pay week (i.e.,
2 employee scheduled to work day shift two days and midnight shift three days, for example)
3 will be compensated with sixty cents (\$.60) per hour in addition to his/her base rate for all
4 hours worked.

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

20 E. All employees will be granted a ten (10) minute rest period during the first half of their shift and a
21 ten (10) minute rest period during the second half of their shift without loss of time for the
22 purpose of relaxation, smoking, etc. and a five (5) minute wash-up period prior to quitting time.

23 F. Employees who, because of the requirements of the service, are requested to start their lunch
24 period prior to the fifth (5th) hour of their shift or after the fifth (5th) hour of their shift, will be
25 allowed a thirty (30) minute lunch period as close to the regular lunch period as possible and will
26 be paid for same at straight time rate. Every effort will be made to allow the employees their lunch
27 period within the limits of the fifth (5th) hour.

ARTICLE 8
OVERTIME AND HOLIDAYS

If overtime is necessary, it will be filled with the most junior qualified person. Additionally, the Company will meet with the union to discuss methods for providing the needed employees for mandatory overtime situations. NOTE: MENZIES AVIATION will continue with current OT procedures.

- A. Overtime rate of time and one-half (1 1/2 X), computed on an actual minute adjusted to the nearest tenth of an hour basis shall be paid for all work performed in excess of eight (8) hours in any one day, for all work performed either in advance of or after regularly scheduled hours and for the first eight (8) hours worked on one of two (2) regularly scheduled days off each workweek. In the event an employee works thirty (30) minutes or less after a scheduled shift of eight (8) hours, overtime ~~he~~ they will be paid to the nearest tenth (10th) of an hour. Overtime work must always be approved by a supervisor before it is performed.
- B. Overtime rate of double (2X) time shall be paid for all hours in excess of the first eight (8) time worked on the second regularly scheduled day off in a workweek if the first regularly scheduled day off has been worked, and for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period. For overtime purposes, the twenty-four (24) hour period shall begin with the starting time of the employees' regularly assigned shift and shall continue for twenty-four (24) hours thereafter. Relief from duty under this paragraph shall not be considered as absorption of overtime under paragraph G of this Article.
- C. Notwithstanding anything to the contrary in any other provision, an employee who works only seven (7) hours as a result of a time change from standard time to daylight savings time will be given the option of going home after seven (7) hours or working another hour at straight time pay. An employee whose timecard reflects nine (9) hours work as the result of a time change from daylight savings time to standard time will be paid for eight (8) hours straight time pay and one (1) hour at the overtime rate.
- D. Employees covered by this Agreement will observe the following scheduled holidays to include: NEW YEAR'S DAY, NEW YEAR'S EVE, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY and will be eligible to take an additional ~~four (4) three (3)~~ **four (4)** personal days. ~~Full-time employees will earn three (3) personal days per year.~~ Personal days are earned at the rate of one (1) day for each ~~three (3) four (4)~~ **three (3)** months i.e., ~~three (3) four (4)~~ **three (3)** months = one (1) day: ~~six (6) eight~~ **six (6)** months = two (2) days: ~~nine (9) months~~ **nine (9) months** = ~~three (3) days~~ **three (3) days** and one (1) year = ~~four (4) three (3)~~ **four (4)** days. Personal days are prorated for the first

1 year of employment and are available as of 1/1 of the following year and every year thereafter.
2 Employees will be allowed to use a personal day provided the employee gives three (3) days'
3 notice, provided the request is in writing and using the Company form, of his **their** intent to use
4 the personal day and there are no other scheduling conflicts or emergency situations. A personal
5 day may be used by an employee, if such use of a personal day is approved by the Company.
6 Should any of the foregoing scheduled holidays fall on a Sunday, the day observed by the Station
7 shall be considered as the scheduled holiday. An employee who is required to work on any of the
8 foregoing scheduled holidays as observed, shall receive two and one-half (2-1/2) times his regular
9 straight time rate (including all premium pay) for all hours worked and shall receive no additional
10 time off. Notwithstanding any other provision hereof, the Company may schedule or call-in
11 employees to work a shift of less than eight (8) hours on any of the foregoing scheduled holidays
12 and in such cases the employees will receive as a minimum, four (4) hours work or pay at the
13 applicable rate.

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

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

- 24 F. The Company will develop and enforce local overtime procedures. When overtime is
25 contemplated, the Company and the Union will cooperate to the fullest extent possible to ensure
26 their effectiveness. The supervisor on duty will determine the amount of overtime required to
27 work, and the number of employees required.

- 28 G. The right of the Company to require overtime work is recognized, but the Company agrees to the
29 extent practicable, to give consideration to the desires of an employee not to work overtime. **In**
30 **the event the company needs to require employees to stay against their wishes, the company will**
31 **give at least 1.5 hours' notice of such overtime whenever possible. The employee may request**
32 **in writing the reason for such required overtime.**

- 1 H. When an employee covered by this Agreement has been relieved for the day and is recalled to
2 work, he will be paid not less than three (3) hours at the overtime rate applicable for each call.
- 3 I. For continuous service before or after regular working hours, employees will not be required to
4 go to work more than two (2) hours without being permitted a meal, and employees will be
5 allowed a thirty (30) minute period in which to eat without loss of time.
- 6 J. There shall be no pyramiding of the overtime rates provided for in this Agreement and no
7 employee shall receive more than double time and one-half (2-1/2) the straight time rate for any
8 hours worked.
- 9 K. It is the intent of the Company to provide as much notice of overtime availability as is practical.

ARTICLE 9

WAGES

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

- 1 L. The Company shall notify the Union, in writing, the name, old rate, new rate, and amount of
2 increase of all employees that receive a rate of pay in excess of the maximum rate of their job
3 within five (5) days after such rate becomes effective.
- 4 M. The Company agrees to inform the Local Committee Chair promptly of all new hires and
5 terminations, through use of present forms, including the rate of pay. New employees will be
6 introduced by supervision to the Local Committee Chair promptly. The Company will notify the
7 Union, in writing, of all employees on extended sick or injury leave and of employee status change.
- 8 N. The Company is responsible for providing a designated area for storage of toolboxes as well as
9 providing reasonable security. Employees are expected to store their toolboxes in the designated
10 area. The Company will make available at no cost to mechanics and technicians, insurance
11 coverage against loss by fire or theft by break and entry of toolbox and contents owned by the
12 employee while such is on Company's premises in the designated secured area, for use in
13 connection with employee's work, and while in transit to or while being used in connection with a
14 field service assignment. The maximum coverage provided under such policy shall be \$6,000 per
15 toolbox and contents with a fifty-dollar (\$50.00) deductible provision, subject to a maximum of
16 three (3) toolboxes provided the employee has completed an annual inventory and has notified
17 the Company of any changes. Losses under the policy will be settled by the insurance Company
18 directly with the employee, with the employee bearing the fifty-dollar (\$50.00) deductible amount.
19 Each employee must provide the Company with an inventory of tools on an annual basis and
20 notify the Company of any addition to or deletions from the inventory.

1 **ARTICLE 10**

2 **VACANCIES AND BIDDING**

- 3
- 4 A. A vacancy shall be any job (permanent or temporary) which cannot be filled through an
- 5 application of the seniority provision of this Agreement providing for the restoration of forces. A
- 6 temporary vacancy will be defined as less than thirty (30) days in duration.
- 7 B. A temporary job shall be filled in accordance with seniority within the respective group insofar as
- 8 practical. In the event temporary assignment of work is necessary within a classification to fill a
- 9 temporary vacancy not involving a temporary promotion from a lower to a higher classification,
- 10 the assignment will be made in the reverse order of seniority insofar as practical and after such
- 11 assignment, the employee so assigned shall be returned to former job and status. When
- 12 employees are temporarily transferred from their regular work to work of another classification,
- 13 they shall receive their regular rate or the proper rate of the classification, whichever is higher,
- 14 with a minimum of two (2) hours. It is recognized that this provision shall not be applied to create
- 15 regular appointments of temporary leads or inspectors.
- 16 C. Vacancies of more than thirty (30) days duration shall be bulletined through the company's
- 17 internal application system for a period of five (5) days, provided, however, that the Company
- 18 shall have the right to temporarily fill any such vacancies during such five (5) day period. Each
- 19 bulletin shall state the approximate duration of job, number of jobs to be filled, type and class of
- 20 each job, the department, the basic rate of pay and/or premium rate for the job, and the date the
- 21 successful bidder is to report. An employee bidding more than one vacancy shall list ~~his~~ **their**
- 22 order of preference. The selection of the successful bidder shall be by seniority plus ability to do
- 23 the essential functions of the job, satisfactorily perform the work and meet attendance standards.
- 24 A successful bidder shall hold the job to which assigned for a period of ninety (90) days as a trial
- 25 period. This training period will involve flexible scheduling through multiple shifts and is not
- 26 subject to the bid process. In the event the job is not as described or ~~he~~ **they** did not demonstrate
- 27 ~~his~~ **their** ability to hold the job, ~~he~~ **they** may be returned to ~~his~~ **their** former job and status. Notices
- 28 indicating successful bidders must be posted within three (3) days after the closing date of bid.
- 29 An employee who revokes a bid after having been awarded the job shall not be eligible to bid on
- 30 an opening in the same job for a period of six (6) months.
- 31 D. In the event a vacancy in the classification covered by this Agreement exists in any department
- 32 and no qualified employee bids, the Company may hire a new employee into the classification or
- 33 department or shall have the right to select to fill such position with any qualified employee willing

1 to accept such transfer. In the event no qualified employee is willing to accept the transfer, the
2 Company may assign the least senior qualified employee.

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

- 17 F. All bids will be made in two (2) written copies, one (1) each to be furnished to the Company and
18 one (1) to the Local Chair.
19

1 **ARTICLE 11**

2 **GRIEVANCE PROCEDURE**

- 3
- 4 A. For the purpose of this Agreement, the term "Grievance" means any dispute between the
- 5 Company and the Union, or between the Company and any employee, concerning the effect,
- 6 interpretation, application, claim of breach or violation of this Agreement.
- 7 B. Representation.
- 8 1. Representation for presentation and adjustment of disputes or grievances that may arise
- 9 under this Agreement shall be:
- 10 a. The Union will be represented by properly designated stewards, one for each
- 11 department or section thereof. In addition, the Union will be represented by a Local
- 12 Union Committee of not more than three (3) members, one (1) of whom will be
- 13 designated as Local Committee Chair. Where there is more than one (1) location in a
- 14 defined area, separate stewards may be designated.
- 15 b. The Union will be further represented by an accredited representative of the
- 16 International Union for dealing with the Vice-President of the Company, or ~~his~~ **their**
- 17 designee.
- 18 c. The Company will be represented at Chicago-O'Hare International Airport by
- 19 authorized officials who will be empowered to settle grievances or disputes.
- 20 d. Accredited representatives of the Union will have access to the premises and the
- 21 offices of the Company during working hours by appointment.
- 22 e. It is agreed that the Company and Union will make every effort to keep to a minimum
- 23 the actual time spent in disposing of disputes or grievances.
- 24 f. When the stewards or ~~committeemen~~ **committee persons** are required to leave their
- 25 work for the purpose of investigating, presenting and adjusting grievances, they will
- 26 first notify their immediate supervisor or other responsible supervisor, before leaving
- 27 their work and will again report to him/~~her~~ upon their return. It is understood that
- 28 grievances will not be processed in the presence of customers.
- 29 C. Individual grievances must be filed promptly after cause giving rise to the grievance is evident,
- 30 and no individual grievance will be valid if not filed within ten (10) workdays of the date the
- 31 employee knew, or could reasonably be expected to have known, of the grievance. The procedure
- 32 for presentation and adjustment of disputes, complaints or grievances that may arise between

1 the Company and the Union with reference to interpretation or application of any provisions of
2 this Agreement shall be:

3 Step 1: The grievance shall be taken up by the Shop Steward, or, in the case of a
4 department or section thereof for which there is no steward, a committeeman, the grievant and
5 the supervisor of the department involved. The supervisor shall give his ~~his~~ **their** answer to the
6 grievance to the Shop Steward and/or Committeeman within three (3) days following its
7 discussion in this Step.

8 Step 2: If the grievance is not satisfactorily settled in Step 1, the grievance shall be **entered**
9 **using the District 142 electronic GMP (Grievance Management Program)** ~~reduced in writing on a~~
10 ~~form identical to Schedule "B",~~ signed by the aggrieved employee(s), and may be referred by the
11 Local Union Committee to the Department Manager or his ~~his~~ **their** designated representative. The
12 appeal must be made in writing within five (5) workdays after the Step 1 decision and the actual
13 appeal must be presented at a hearing within seven (7) workdays from the date of appeal to Step
14 2. A written decision will be rendered by the Company within four (4) workdays after adjournment
15 of the hearing.

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

26 Step 4: In the event the grievance is not satisfactorily settled in the preceding steps of the
27 procedure, the Union shall notify the Company in writing within ten (10) days following the date
28 of the Company's answer in Step 3, of its desire to process the grievance to arbitration in
29 accordance with the provisions of this Agreement.

30 Notwithstanding the provisions set forth in the preceding portion of this paragraph C, it is
31 agreed that grievances involving a discharge or disciplinary suspension shall be presented, in
32 writing, in Step 2 of the grievance procedure within ten (10) days following the occurrence of the
33 event giving rise to the grievance.

1 Grievances which are not presented within the applicable time limit shall be considered
2 withdrawn. In the event the Company fails to give an answer within the applicable time, the
3 grievance will automatically progress to the next step of the grievance procedure. It is understood
4 and agreed that any of the time limits set forth in the grievance procedure may be extended by
5 written agreement between the Company and the Union.

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

10 E. Necessary hearings and investigations shall, insofar as possible, be conducted during regular
11 business hours and all stewards, local ~~committeemen~~ **committee persons** and witnesses
12 necessary for a proper hearing or investigation, will be compensated at straight time rate for time
13 spent attending such hearing or investigation. No employee shall suffer any loss of regularly
14 scheduled time for attendance at any hearing or investigation. **Except in situations involving**
15 **harassment, employees who do not receive a disciplinary warning or twelve (12) months from the**
16 **date of their last disciplinary offense, shall not have prior discipline considered should they**
17 **commit any other disciplinary offense. (moved from ART 14)**

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

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

- 1 G. If it is found that an employee has been unjustly suspended or dismissed from the service, such
2 employee will be reinstated with ~~his~~ **their** seniority rights unimpaired, and ~~his~~ **their** service record
3 cleared.
- 4 H. The grievance procedure and arbitration provided for herein shall constitute the sole and
5 exclusive method of determination, decision, adjustment and settlement between the parties of
6 any and all grievances as herein described, and the grievance procedure and arbitration provided
7 herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such
8 determination, decision, adjustment or settlement of any and all grievances as herein defined.
- 9 I. It is agreed and understood that arbitration is a continuation and a part of the grievance
10 procedure.

ARTICLE 12
ARBITRATION

- A. In the event the Union or the Company submits a grievance to arbitration, in accordance with the arbitration provisions of Article 11, the Arbitration Board shall be selected according to, and shall be governed by, the following procedure.

The Board of Arbitration shall consist of three (3) members; one (1) appointed by the Union, one (1) appointed by the Company and (1) selected by the parties from a standing panel of three (3) impartial referees. The parties shall meet within fifteen (15) days after the Company's Step 3 decision, and each side (Union and Company) shall then strike one (1) name each; the remaining name shall be the third member and Chair of the Arbitration Board. The dispute or grievance shall be presented to the Board of Arbitration, and the decision of the majority of such members shall be final and binding upon the parties to this Agreement and shall be complied with within five (5) working days after decision is rendered.

It is understood and agreed that the Board of Arbitration shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement. The Board shall have no power to add to, detract from or to alter in any way the provisions of this Agreement.

Notwithstanding any other provisions of this Article, and only in cases of grievances involving Article 13, either party may invoke the arbitration procedure upon twenty-four (24) hours' written notice. The parties shall waive the tripartite Board of Arbitration and meet within three (3) hours to select an impartial arbitrator from the list of permanent arbitrators. The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of notice. The arbitrator shall render a decision within three (3) hours of the close of the hearing. No continuance of the hearing may be allowed without the consent of both parties. Failure of a party to appear shall not prevent the issuance of an award. The sole issue shall be whether the no-strike/no-lockout provisions have been violated. In the event the arbitrator finds that the activities of either employees, the Union or the Company, or any or all of them, are in violation of the no-strike/no-lockout provisions of this Agreement, or threaten violations thereof, ~~he~~ **they** shall, as part of his decision, specifically order that all normal operations be resumed at once and that any offender cease and desist from any then current, continued or prospective violations of the no-strike/no-lockout provisions of this Agreement. The award shall be final and binding upon the parties to this Agreement and shall be complied with at once.

1 B. Each party shall bear its own expenses in connection with the arbitration proceedings and shall
2 equally share the fee and expenses of the third member of the Arbitration Board and such other
3 expenses as may be incurred by mutual agreement between the parties.
4

1 **ARTICLE 13**

2 **STRIKE AND LOCKOUT**

- 3
- 4 A. During the life of this Agreement, and in accordance with the Railway Labor Act, there shall be no
- 5 strike, slowdown, sit-down, stay in, boycott, sympathy strike, picketing, work stoppage or any
- 6 other type of interference of any kind, coercive or otherwise, with the Employer's business by the
- 7 Union, any of its officers or representatives, or any individual employee; and further, the Union
- 8 shall do everything in its power to prevent its members, officers, representatives and employees,
- 9 either individually or collectively, from participating in any unauthorized strike, including, but not
- 10 limited to, publicly disavowing such action and ordering all such officers, representatives,
- 11 employees or members who participate in such unauthorized activity, to cease and desist from
- 12 same immediately and to return to work, along with such other steps as may be necessary under
- 13 the circumstances to bring about compliance with its order. In cases of unauthorized activity
- 14 described herein, the Employer may impose disciplinary measures or discharge the employees
- 15 directly or indirectly involved. In consideration of the foregoing, the Employer agrees not to lock-
- 16 out or cause to be locked out any employees covered under the provision of this Agreement.
- 17

1 **ARTICLE 14**

2 **GENERAL AND MISCELLANEOUS**

- 3
- 4 A. Should there be any change during the life of this Agreement in license requirements, all
- 5 employees affected shall be given the length of time required by the governmental body
- 6 demanding the license to obtain such license without change in status or pay. Any qualified
- 7 employee, upon request, shall be furnished with a certificate of eligibility by the Company for
- 8 presentation to the proper government agency for procuring FAA or FCC license.
- 9 B. Any employee leaving the service of the Company will, upon request to the Company, be furnished
- 10 with a letter setting forth the individual's qualifications (date of hire, classification, length of
- 11 service and rate of pay).
- 12 C. If new equipment is put into service by the Company, affected employees shall be given every
- 13 opportunity to become familiar with the new equipment without change of classification or rate.
- 14 D. All orders or notices to an employee under this Agreement involving a change in assignment,
- 15 promotion, demotion, furlough and leave of absence, schedule changes, discharge or disciplinary
- 16 action, shall be given in writing, a copy of which shall be given to the Local Committee Chair.
- 17 E. Non-bargaining unit employees, including supervisory employees, not covered by this Agreement,
- 18 shall not perform bargaining unit work which will result in a covered employee losing regular or
- 19 overtime pay, except when training or instructing covered employees, or in case of an emergency.
- 20 It is agreed that the protection of Company and customer property against the elements may be
- 21 considered an emergency.
- 22 F. Locked bulletin boards will be provided by the Company at locations mutually agreed upon,
- 23 marked "International Association of Machinists and Aerospace Workers," for posting of notices.
- 24 G. New employees shall be introduced to the Shop Steward on the first day of work.
- 25 H. Each employee covered by this Agreement **on the date of ratification** will be furnished with a
- 26 **paper** copy of this Agreement provided by Menzies, **printed by a Union shop**, within 60 days of
- 27 ratification of this Agreement.

28 **(All of Paragraph H (now 'I' after corrected lettering) moved to Article 20 LOA)**

- 29 **I. In the event of a death in his/her immediate family (see list below) a covered employee will be**
- 30 **allowed up to three (3) days absence from work without loss of straight time pay. Satisfactory**
- 31 **proof of eligibility for time off will be furnished upon request by the Company. Use of**
- 32 **bereavement time is reserved for preparations of and or attendance to funeral or burial**
- 33 **proceedings. Additional necessary time off without pay may be granted by request of the**

1 employee. Such permission will not be unreasonably withheld, but in no event shall a request
2 for this purpose exceed an additional five (5) working days. Reasonable advance notice of such
3 absences must be given, and satisfactory confirmation provided when requested by the
4 Employer.

<u>Spouse, Domestic Partner</u>
<u>Children and stepchildren (dependent/non-dependent)</u>
<u>Children and stepchildren (dependent/non-dependent) of Domestic Partner</u>
<u>Son in-law/daughter-in-law</u>
<u>Parents/step-parents</u>
<u>Parents/step-parents of spouse/Domestic Partner</u>
<u>Siblings, step-siblings, siblings-in-law</u>
<u>Sibling, step-siblings, siblings-in-law of spouse/Domestic Partner</u>
<u>Grandparents/step-grandparents/grandparents-in-law</u>
<u>Grandparents/step-grandparents/grandparents-in-law of Domestic Partner</u>
<u>Grandchildren/step-grandchildren</u>
<u>Grandchildren/step-grandchildren of Domestic Partner</u>
<u>Legal guardian/Former legal guardian</u>
<u>Other family members permanently living in the household</u>

6
7 (All of paragraph J moved to Article 20 LOA)

8 J. In the event a covered employee is called for and serves as a juror, ~~he~~ **they** will be paid the
9 difference between his **their** straight time earnings at the time ~~he was~~ **they were** called and the
10 amount ~~he~~ **they** receives for such service for each day ~~he is~~ **they are** absent from work as a
11 result of his **their** call, up to a maximum of five (5) days (40 hours), in any calendar week.
12 Payment by the Company shall be conditioned upon the employee providing a certified court
13 document setting forth the dates of service as a juror.

14 (All of paragraph K moved to Article 11)

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

- 1 L. The Company will provide free parking for all employees.
- 2 M. Employee members of the Union negotiating committee, up to a maximum of three (3), shall be
- 3 reimbursed for straight time hours of working opportunity lost as a result of attending contract
- 4 negotiating sessions with the Company.
- 5 N. Each employee shall be responsible to maintain his **their** assigned vehicle and report any damage
- 6 to such vehicle upon starting his **their** normal shift.
- 7 O. If a CDL license becomes a requirement of your position, the Company will pay for the training
- 8 necessary to obtain the licensing.

9 **(All of paragraph P moved to Article 18 Safety)**

10 **P. A safety shoe program will be offered to all non-probationary employees one (1) time per year**

11 **at a shared cost of fifty (50%) by the Company and fifty (50%) by the Employee. Employees will**

12 **be reimbursed after submitting proof of purchase.**

13 Q. Ask a Nurse Program for on-the-job injuries – Any and all on the job injuries that are not an

14 emergency or which do not require eminent medical attention, the affected employee will

15 participate in the Company's "Priority Care 365/Ask A Nurse Program." The Union and the

16 Company agree that this program evaluates the emergency situation, provides immediate

17 treatment information, provides self-care information for the affected worker, provides follow-up

18 care and aid if needed and increase worker satisfaction. Once an employee reports an injury that

19 is not an emergency or which does not require eminent medical attention to his/her

20 Manager/Supervisor and the employee requires first aid as defined by OSHA 29 of CFR 1904.7

21 and then no further care is requested, there is no requirement to call the PC 354 Nurse. The

22 Employee will then need to utilize the Medical Refusal Form. If the employee needs or requests

23 medical care, his/**her** Manager/Supervisor will contact Ask a Nurse at 1-800-665-0836. The

24 Employee is required to speak with the Nurse. The Nurse will complete an initial medical

25 assessment and derive at a disposition, self-care or medical care for the employee.

26 R. Both the Union and Company agree to comply with Menzies Equal Employment Opportunity

27 (EEO) and Affirmative Action Policy.

28 **(All of paragraph S moved to Article 18 Safety)**

29 **S. GROOMING STANDARDS When the Company provides uniforms and personal protective**

30 **equipment (PPE) for use during the scheduled work shift, they must be worn in their entirety,**

31 **without substitution of personal clothing or articles and in accordance with the Company's**

32 **uniform policy. All uniforms and personal protective equipment will remain the property of the**

33 **Company. It is the employee's responsibility to see that they are kept neat, clean and in good**

condition. Employees will be expected to reimburse the Company for their loss or abuse and agree to allow the Company to make payroll deductions.

- T. Both Union and Company agree to comply with the Company's Social Media Policy. Employees are prohibited from posting videos made at any MENZIES AVIATION location or airport on sites such as YouTube. Employees are prohibited from posting photographs which include the MENZIES AVIATION logo or MENZIES AVIATION uniforms; unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of MENZIES AVIATION; Employees may not publicly discuss clients, passengers, products, whether confidential or not, outside company-authorized communications. Employees are expected to protect the privacy of MENZIES AVIATION and its employees and clients and are prohibited from disclosing personal employee and non-employee information and any other proprietary and non-public information to which employees have access. Such information includes but is not limited to traveler or customer information, trade secrets, financial information and strategic business plans.
- U. The Company agrees during the full term of this agreement to offer shift trading to eligible employees after ninety (90) days of employment and who are in good standing provided request is made with at least seven (7) days' notice (notice requirement may be waived in emergency situations where prior notice of need for shift trade is not known). Shift trading shall be administered in accordance with the following guidelines:
- a. Trade must take place in the same pay week only (Friday – Thursday).
 - b. Individuals who trade for a day off are not to work during the day of the trade.
 - c. No trade will be approved that would create overtime.
 - d. Trades will only be approved by the supervisor and/or manager working the day and time of the trade.
 - e. Both employees must have proper uniform, keys, etc. needed to work that position.
 - f. All trades must have part 1 and 2 completed prior to being signed by management.
 - g. Once a trade has been approved, the shift becomes assigned for the purpose of the attendance policy.
- Employees who fail to meet the requirements will be subject to disciplinary action up to and including revocation of shift trading privileges.
- V. The Company will endeavor to receive travel passes from ~~their~~ there Airline Partners for all Employees.

1 **ARTICLE 15**

2 **SICK LEAVE**

3

4 A. Employees will be credited with one-half (1/2) day of sick leave for each month worked during
5 their first six (6) months of employment and one (1) full day for each month worked during their
6 second six (6) months of employment. After the completion of one (1) year of work, an employee
7 will have a total of nine (9) full days of sick leave credit and will continue to accrue one (1) day of
8 sick leave credit for each month worked, up to a maximum of one hundred thirty (130) days. For
9 this purpose, time on vacation shall be considered as time worked.

10 B. After six (6) months of employment, non-occupational sick leave with pay in case of actual
11 sickness will be granted on the basis specified below, up to a number of days to the credit of the
12 employee at the time.

13 1. In cases where the employee's absence from work is due to an injury accompanied by a
14 doctor's note or hospitalization, sick leave pay will commence on the first (1st) day of such
15 absence.

16 2. In cases where the employee's absence from work is due to sickness which does not result
17 in hospitalization, sick leave pay will not commence until after the first (1st) day of such
18 absence.

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

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

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

31 a. Jury duty.

32 b. Bereavement leave.

33 c. Hospitalization for more than twenty-four (24) hours.

d. Union business.

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

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

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

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

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

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

E. When it is necessary for an employee to be absent from work because of occupational injury ~~he~~ **they** will be covered by the State laws of Illinois in regard to being compensated for those days off due to such occupational injury.

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

G. An employee who has twenty (20) years of service with the Company and retires or resigns will receive payment for sixty percent (60%) of his accumulated sick leave.

H. All employees calling off from work will do so two (2) hours in advance of their start time, if reasonably possible.

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

ARTICLE 16
INSURANCE BENEFITS

A. During the term of this agreement the Company will provide a medical/dental plan for all full- time employees and their dependents who have met the eligibility requirements as defined by the plan provided all necessary paperwork has been submitted within the applicable time frame. Employees and their dependents are eligible to be covered under the plan on the 1st of the month following sixty (60) days of continuous active employment. Should eligibility changes be mandated by the Health Care Reform Law, aka, the Affordable Care Act, relative to eligibility requirements, levels of coverage or premiums; the federal law will govern. The Company and the Union agree to automatic changes in the eligibility definition unless said changes result in a change in the premiums or cost to comply with the Affordable Care Act's requirements. Participants will be required to contribute to the cost of benefits at the same level as corporate wide participants with the following expectation noted below. Contributions are subject to change as company rates change. Prior to open enrollment each year the Company and the Union will review the costing of the plans available from the Company and the Union.

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

C. The Company will offer the Company standard Vision and Dental Programs.

D. Educational Assistance Package:

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

E. Short Term Disability:

In accordance with the Summary Plan Description, all active FT employees who have met the eligibility requirements as defined by the Plan may be eligible under the short-term disability program for compensation for absences resulting from non-occupational injury or illness. The maximum weekly benefit of two hundred-fifty dollars (\$250.00) after meeting the fourteen (14) day waiting period.

Employees may elect to use sick time as a supplement while receiving short-term disability compensation. Payments may not exceed twenty-six (26) weeks of combined sick and short-term disability or exceed overall length of employment. If sick time remains after the twenty-six (26) week period, the employee continues to use their sick time. This benefit will cease upon separation from the Company.

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

ARTICLE 17

VACATIONS

~~A. Employees will be eligible for annual paid vacation in accordance with the regulations herein set forth.~~

<u>Completed Years of Service</u>	<u>Vacation Allowance in Work Hours</u>
1	80
6	88
7	120
12	128
14	160
20	200

A. Employees will be eligible for annual paid vacation in accordance with the regulations herein set forth.

<u>Completed Years of Service</u>	<u>Vacation Allowance in Work Hours</u>
1	80
2	88
5	120
10	160
15	176
*20	*200
25	200

*All current employees as of the Date of Ratification (DOR) shall be grandfathered into the twenty (20) years annual vacation accrual of two hundred (200) hours. All employees hired after Date of Ratification (DOR) shall fall under the twenty-five (25) years and two hundred hours (200).

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

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

1 Full-time employees starting work prior to the 16th day of the month will accrue vacation time from
2 the first day of the month in which they were employed. Employees starting on the 16th day of the month
3 or later will begin to accrue vacation time from the first of the following month. Employee separating
4 from the company prior to the 16th day of a month who meet the criterion for receiving vacation, will not
5 accrue said month. Employees separating on the 16th day of the month or later, who qualify for receiving
6 vacation will accrue for said month.

7 For the 1st year of employment vacation will be calculated on a pro-rated basis. The calculation will
8 be based on the date of hire through 12/31 of the year of hire and will be eligible for use as of 1/1 of the
9 following year. For example: Date of hire 5/13/05, as of 1/1/06 the employee would have 54 hours to
10 take. Employees reaching the next tier in the vacation schedule will be awarded that tier as of 1/1 and
11 will not have to wait until their anniversary date to receive.

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

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

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

25 A regular full-time employee who has acquired one (1) full year or more of continuous
26 service and who is thereafter laid off, shall be entitled at the time of such layoff, to receive
27 payment for all vacation credit fully earned but not taken if ~~he~~ **they** so requests.

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

- 1 H. Vacation time is not cumulative except when an employee has been specifically requested by the
2 Company in writing to postpone his/her vacation. Otherwise, if not taken within the calendar year
3 after vacation is earned, the vacation is forfeited.
- 4 I. Vacation relief position of the day and afternoon shift will be posted as part of the normal bidding
5 process. Employees who bid such position will work all vacation shifts during that period once
6 his/her days off will be those days assigned to the individual they are replacing for that vacation
7 period.

ARTICLE 18
SAFETY AND HEALTH

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

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

1. GROOMING STANDARDS

When the Company provides uniforms and personal protective equipment (PPE) for use during the scheduled work shift, they must be worn in their entirety, without substitution of personal clothing or articles and in accordance with the Company's uniform policy. All uniforms and personal protective equipment will remain the property of the Company. It is the employee's responsibility to see that they are kept neat, clean and in good condition. Employees will be expected to reimburse the Company for their loss or abuse and agree to allow the Company to make payroll deductions.

(moved from ART 14)

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

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

E. The Company will furnish rubber boots and **seasonal and/or insulated** rubber gloves where required by the work involved and will also furnish sound suppressors as required by the work involved. **A safety shoe program will be offered to all non-probationary employees one (1) time per year at a shared cost of fifty (50%) by the Company and fifty (50%) by the Employee. Employees will be reimbursed after submitting proof of purchase. (moved from ART 14)**

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

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

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

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

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

14 I. **EMPLOYEE ASSISTENCE PROGRAM (EAP)** The Company's Employee Assistance Program (EAP)
15 will be provided at no cost to the Employee and their families. It is the Company's and Union's
16 intent to engage into a cooperative relationship between the Company's (EAP) and the Union
17 Employee Assistance Programs (UEAP).

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

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

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

1 **ARTICLE 19**

2 **RIGHTS OF MANAGEMENT**

- 3
- 4 A. The management of the shop and direction of the working force, including the right to hire,
- 5 promote, suspend or discharge for just cause, to assign jobs, to transfer employees within the
- 6 shop, to increase and to decrease the working force, to determine craft and products to be
- 7 handled, produced or manufactured, to create new departments and close existing departments,
- 8 to establish schedules of production and the methods, processes and means of production or
- 9 handling, and to promulgate reasonable safety rules is vested exclusively in the Company,
- 10 provided this will not be used for the purposes of discrimination against any employee or to avoid
- 11 any of the provisions of this Agreement.
- 12 B. Except for instructing Employees and assisting in the experimental work, supervisory personnel
- 13 will perform no work that is covered by this Agreement.
- 14

ARTICLE 20
LEAVES OF ABSENCE

- A. Where a justifiable reason exists and where the requirements of the service will permit, any employee covered by this Agreement will, upon proper application to the Company, be granted a leave of absence in writing for a period of not in excess of ninety (90) days, and the local designated representative of the Union will be notified of all such leaves granted. Such leave or leaves may be extended for additional periods not to exceed ninety (90) days upon appropriate application in writing to the Company and union and approval in writing. An employee granted a leave of absence shall retain and continue to accrue seniority during the first ninety (90) days, except where leave has been granted because of health, injury or special assignment by the Company. Special assignment leaves in the interest of the Company may be extended without approval by the Union.
- B. Employees accepting full-time employment with the Union as representatives of the employees covered by this Agreement shall be granted an indefinite leave of absence by the Company. An employee on leave of absence for this purpose shall retain and continue to accrue seniority.
- C. Employees covered under this Agreement shall be granted time off without pay to attend to Union business, Union conferences and international conventions or other legitimate Union function, but to include no more than five (5) employees. Such request shall be made in writing, by the accredited full-time IAM representative assigned to service the Agreement, or from the Recording Secretary of the Local Lodge.
- D. The re-employment and seniority status of any covered employee who, while in the active service of the Company, enters the Armed Services of the United States, shall be governed by the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, or other applicable legislative enactment.
- E. The Company and the Union agree to follow the Company's Family and Medical Leave Act policy in accordance with Federal and State law. F. The Company and the Union agree to follow the Company's USERRA policy in accordance with Federal and State law. The re-employment and seniority of any covered employee who, while in the active service of the Company, enters the Armed Services of the United States, shall be governed by the provisions of the Uniformed Services Employment and Re-employment Rights of 1994, as amended, or other applicable legislative enactment.

- 1 F. * H. In the event of a death in his/her immediate family (see list below) a covered employee will
2 be allowed up to four (4) three (3) days absence from work without loss of straight time pay.
3 Satisfactory proof of eligibility for time off will be furnished upon request by the Company. Use
4 of bereavement time is reserved for preparations of and or attendance to funeral or burial
5 proceedings. Additional necessary time off without pay may be granted by request of the
6 employee. Such permission will not be unreasonably withheld, but in no event shall a request
7 for this purpose exceed an additional five (5) working days. Reasonable advance notice of such
8 absences must be given, and satisfactory confirmation provided when requested by the
9 Employer. Spouse, Domestic Partner, Children and stepchildren (dependent/non-dependent),
10 Children and stepchildren (dependent/non-dependent) of Domestic Partner, Son in-
11 law/daughter-in-law, Parents/step-parents, Parents/step-parents of spouse, Domestic Partner,
12 Siblings, step-siblings, siblings-in-law, Sibling, step-siblings, siblings-in-law of
13 spouse/Domestic Partner, Grandparents/step-grandparents/grandparents-in-
14 law,Grandparents/step grandparents/grandparents-in-law of Domestic Partner,
15 Grandchildren/step-grandchildren Grandchildren/step-grandchildren of Domestic Partner,
16 Legal guardian/Former legal guardian Other family members permanently living in the
17 household. (move from ART 14)
- 18 G. In the event a covered employee is called for and serves as a juror, he they will be paid the
19 difference between his their straight time earnings at the time he was they were called and the
20 amount he they receives for such service for each day he is they are absent from work as a
21 result of his their call, up to a maximum of five (5) days (40 hours), in any calendar week.
22 Payment by the Company shall be conditioned upon the employee providing a certified court
23 document setting forth the dates of service as a juror. (move from ART 14)
24

1
2 **ARTICLE 21**

3 **ALTERATION OF AGREEMENT**

- 4
- 5 A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or
- 6 covenants contained herein shall be made by any employee or group of employees with the
- 7 Company, and in no case shall it be binding upon the parties hereto unless such Agreement is
- 8 made and executed in writing between the parties hereto and same has been ratified by the Union.
- 9 B. The waiver of any breach or condition of this Agreement by either party shall not constitute a
- 10 precedent in the future enforcement of all the terms and conditions herein.

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ARTICLE 22
SAVINGS CLAUSE

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

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ARTICLE 23
PENSION PLAN

Effective July 1, 1996, the Company will provide the standard employer 401(K) Plan and freeze the current pension plan as of the date of the implementation of the 401(K). The Company will match the Employees' contribution as per the Company policy manual in effect as of 12/20/2017 or any future improvements. Subject to an annual review.

1 **ARTICLE 24**

2 **MACHINISTS NON-PARTISAN POLITICAL LEAGUE**

3
4 The Company hereby agrees to honor contribution deduction authorization from its employees who are
5 Union members, in the following form:

6 I, _____, Social Security No.: _____
7 hereby authorize and direct Menzies Aviation to deduct monthly from my wages the sum of \$_____
8 and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at
9 1300 Connecticut Avenue NW, Washington, D.C., 20036. I hereby authorize that the above amount be
10 deducted each month from my second paycheck for the month.

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

16
17 _____
18 Date

19 _____
20 Employee Signature

1 **ARTICLE 25**

2 **DURATION**

3 This Agreement shall become effective (DOR XX,XX,2026), and shall remain in effect through
4 (DOR XX,XX,2029) and thereafter until either party serves a one hundred and eighty (180) ~~sixty (60)~~ day
5 written notice specifying a desire to modify or terminate this Agreement.

6 Within fifteen (15) days of the receipt of such notice to modify or terminate, the Union and
7 Company shall commence negotiations, unless it is mutually agreed to extend the number of such days
8 beyond fifteen (15).

9 If at the end of the one hundred and eighty (180) ~~sixty (60)~~ day period, an agreement has not been
10 reached, this Agreement shall continue in effect unless a notice to terminate was served at the beginning
11 of the one hundred and eighty (180) ~~sixty (60)~~ day period. If the original notice was to modify, this
12 Agreement may be terminated upon five (5) days' notice on or after the one hundred and seventy-fifth
13 (175). ~~fifty-fifth (55th day)~~. During the five-day period, negotiations shall continue at the request of either
14 party.

15 The parties shall exchange contract proposals on all items to be negotiated no later than the first
16 negotiating meeting.

17
18 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the (Date)

For the International Association of Machinists and Aerospace Workers, AFL-CIO **For Menzies Aviation 474/O'Hare (ORD)**

John Coveny, Jr.
President/Directing General Chair

Dakota Butler
Human Resources Manager

Justin Bates
General Chair

Todd Roan
General Chair

, Negotiations Committee

SCHEDULE "A"

Paragraph A

WAGE RATE SCALES – EFFECTIVE (Date) JANUARY 15, 2023

	Gauger	H. O. Pipeline	GSE Mechanic
Start	\$21.50	\$22.50	\$25.00
Year	\$21.75	\$22.75	\$26.00
Years	\$22.50	\$23.50	\$27.00
Years	CBA	CBA	CBA

- ~~1. All current MENZIES AVIATION employees who have reached the top of the scale shall receive a general wage increase of two and one-half percent (2.5%) effective the first of the pay period following 1/15/2023.~~
- ~~2. All employees who have reached the top of the scale shall receive a general increase of three percent (3%) effective the first of the pay period following 1/15/2024.~~
- ~~3. All employees who have reached the top of the scale shall receive a general increase of three percent (3%) effective the first of the pay period following 1/15/2025.~~

All Current employees on scale and top of scale will receive a three dollar (\$3.00) per hour pay raise on DOR:

Current Gauger = \$21.50 Gauger/QCT Starting pay DOR = \$24.50
Current Pipeline = \$22.50 Pipeline/Dispatcher Starting pay DOR = \$25.50
Current Mechanic = \$25.00 GSE Mechanic Starting pay DOR = \$28.00

All Current employees on scale and top of scale will receive a yearly increase per hour on anniversary of DOR:

one dollar (\$1.00) on DOR +1 2027
one dollar (\$1.00) on DOR +2 2028
one dollar (\$1.25) on DOR +3 2029

Lead Differential \$1.20

Lead Premium = \$2.00 per hour

Trainer Premium = \$1.50 per hour

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

Lead Differential — \$1.20
Trainers — \$1.50

Paragraph B

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

SCHEDULE B

Official Grievance Form

Grievance # 00001

District 142 International Association of Machinists and Aerospace Workers I Menzies Aviation

<u>Employee Name</u>	<u>Employee No.</u>	<u>Dept. No.</u>	<u>Grievance Occurred at (Time)</u>	<u>Date Filed</u>
	<u>Employee Classification</u>	<u>Station No.</u>	<u>On (Date)</u>	

Statement of Grievance Presented for Settlement (Indicate provisions of contract or company policy, if known)

I hereby authorize the IAMAW, District 142, with full power of attorney, to represent me in all stages of grievance procedure in representing and settling this grievance.

Signed _____ Signed _____

WITNESS

EMDI OVER

STEP ONE DECISION Date and Time

Received by Company

Local

Company _____ Committee

Representative _____ Representative

SIGNATURE/DATE _____ TITLE SIGNATURE/ DATE _____ TITLE

ACTION TAKEN

STEP TWO DECISION Date Received _____

Date Discussion Held _____

ANSWER _____

Local

Company _____ Committee

Representative _____ Representative

SIGNATURE/DATE _____ TITLE SIGNATURE/DATE _____ TITLE

ACTION TAKEN

DISTRIBUTION: _____ 1- FORWARD FOR PROCESSING _____ 2 - FORWARD FOR PROCESSING

SCHEDULE "C"
MENZIES AVIATION (Station 474)
COMPANY RULES

The policy of Menzies - is to have as few fixed rules as possible regarding the personal conduct of employees, since it endeavors to employ only persons of good character and judgment whose normal behavior will promote efficiency and mutually satisfactory working relations.

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

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

An initial violation of rules in Group 2 will result in a written warning, and a second violation may result in a suspension and a third violation may result in discharge.

Any violations of rules in Group 3 will result in immediate discharge, except in cases where unusual circumstances exist.

Violations of rules in Group 4 will follow legal requirements.

GROUP 1

1. Carelessness or negligence resulting in damage, or inferior work.
2. Loafing or failure to perform work in accordance with Company standards.
3. Disregard of good housekeeping practice or contributing to unsanitary conditions.
4. All solicitations of any type, and the distribution of literature are prohibited during working time. The distribution of literature by employees is prohibited at all times in work areas.
5. Defacing or tampering with bulletin boards, posting or removal of notices without authority.
6. Minor violations of established safety rules.
7. Failure to wear ear protective devices when exposed to high noise levels in the regular performance of the job.
8. Interfering with other employees in the discharge of their duties.
9. Using personal devices for personal use while performing duties without permission of a supervisor or manager.

GROUP 2

1. Unauthorized tampering with equipment or operating equipment for which the employee is not qualified to operate.
2. Horseplay or practical jokes on other employees of a serious nature, or in vicinity of customer aircraft or in view of traveling public.
3. Failure to carry out the instructions of supervisors.
4. Driving equipment at excessive speeds.

GROUP 3

1. Theft or unlawful taking of Company property or the property of other employees or customers.
2. Time clock fraud.
3. Reporting for work or working under the influence of alcohol, narcotics or controlled substances.
4. Bringing or Consuming intoxicating liquor on Company property, or use of narcotics or controlled substances without prescription.
5. Willful damage of machinery, equipment or material or defacing of Company property or that of other employees or customers.
6. Gross carelessness resulting in damage to customer's aircraft.
7. Possession of deadly weapons on Company property.
8. Sabotage.
9. Misrepresentation of material facts in obtaining employment.
10. Fighting or deliberately injuring another employee.
11. Intentional falsification of records relating to work performed.
12. Advocating or being a member of, or affiliated with any organization which advocates the overthrow of the U.S. Government
13. Engaging in any activity in violation of Article 13 of the Union agreement or refusing to cross a picket line in violation of this Agreement.
14. Intimidating, coercing or threatening of other employees.
15. Insubordination, a blatant refusal to perform or carry out orders.
16. Conviction of any crime of a serious nature which causes loss of SIDA badge privileges.
17. Gambling on Company property.

18. Signing another employee's name on a job bid without an agreement between management and employee.
19. Solicitation of tips or gratuities from customers.
20. Gross carelessness or recklessness or flagrant violations of safety rules.
21. Failure to report an accident in which an employee is involved.
22. Sleeping during working hours.
23. Failure to disclose a change in driver's license status; suspension, revocation or other change resulting in loss of driving privileges.
24. Providing false documentation or information during investigations or other employment-related situations.
25. Violations of established Airport, Dept. of Homeland Security and/or FAA rules and regulations.

GROUP 4

1. Garnishments and Wage Assignments will follow legal requirements.

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2
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4
5
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SCHEDULE "D"
SIGNING BONUS

Employees with twenty-nine (29) years and less will receive a nine hundred dollar (\$900.00) signing bonus. Employees with thirty (30) years or more will receive a fourteen hundred dollar (\$1400.00) signing bonus.