

Collective Bargaining Agreement

between

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



And

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



March 01, 2024 – February 01, 202

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1 **Parties to the Agreement:**

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

8
9 **WITNESSED:**

10
11 **Article 1**

12 **Recognition and Scope**

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

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

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

22
23 **Article 2**

24 **Promotions**

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

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

21 Article 3

22 Hours of Work

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

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

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

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

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

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

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

- 19 1. At least three (3) weeks prior to the effective date of the Tri-Annual Shift Bid, the
20 Company will prepare a list of all Shifts and Days off available in each Job
21 Classification, which will be posted on the Company Bulletin Boards. Once the Shift Bid
22 has been posted, employees will be given an Assigned Bid Time, which assigns a date
23 and a time in which they are to bid their Shift and Days-Off.
- 24 2. It is the employee's responsibility to bid ~~his~~ **their** Shift and ~~his~~ **their** Days-Off when
25 scheduled. Employees failing to bid at ~~his~~ **their** Assigned Bid Time, will be assigned a
26 Shift as close to ~~his~~ **their** present Shift as possible.
- 27 3. In the event an employee is Absent from Work because of Days-Off, Vacation, Absent
28 from Work, or Leave of Absence, etc. during the Shift Bid, it is the employee's
29 responsibility to bid at ~~his~~ **their** Assigned Bid Time. If the employee cannot come to work
30 to bid, then ~~he~~ **they** may contact the Shop Steward at ~~his~~ **their** Assigned Bid Time or leave
31 ~~his~~ **their** bid request in writing with the Shop Steward before ~~his~~ **their** departure. The
32 Chief Shop Steward or ~~his~~ **their** Company Approved Designee will be responsible for
33 administering the Shift Bid.
- 34 4. The Company will post with the Shift Bid, the telephone number of the Chief Shop
35 Steward or the Company Approved Designee to administer the Shift Bid, so employees
36 can call during bidding hours.

- 1 5. When a Shift and Days-Off is vacated between the Regular Shift Bid periods, employees
2 within that Job Classification may bid on such vacancy by Seniority.
- 3 6. Such vacancies will be posted on the Company Bulletin Board for no less than five (5)
4 calendar days.
- 5 ~~7. In the case of airline schedule changes and other emergencies, it may become necessary~~
6 ~~for an interim change requiring an Emergency Shift Bid of Shifts and Days-Off before~~
7 ~~the regular January, May or September Shift Bids.~~

8 9 **Article 4**

10 **Compensation**

11 **DOR= Date of Ratification**

12 The following Regular Rate(s) of Pay was established, and they will become effective
13 ~~XX/XX/XXXX~~ ~~March 01, 2024~~ **DOR** and they are in effect for the term of the Agreement.
14 Employees shall be paid by their length of service except for employees hired above the
15 Minimum Start Rate, who shall maintain their Individual Rate, until their length of service
16 coincides with their Regular Rate of Pay.

17 **(A)** Regular Rate of Pay and Benefit Changes Effective ~~March 01, 2024~~ **DOR:**

18 **FUEL FARM MECHANIC**

19 Starting 8/1/2024 03/01/2025

20 \$26.00 \$26.50 \$27.00

21 **\$28.00**

22 **FUEL FARM OPERATOR**

23 Starting 8/1/2024 03/01/2025

24 \$19.00 \$19.50 \$20.00

25 **\$21.00**

26 **LEAD FUEL FARM OPERATORS**

27 Starting 08/01/2024 03/01/2025

28 \$22.50 \$23.00 \$23.50

29 **\$24.50**

- (B) ~~All present employees working for Allied will receive \$4.00 per hour initially (or what was offered) on 3-1-2024 and then \$0.50 on 08/01/2024 and \$0.50 on 03/01/2025.~~ All current employees will receive \$2.00 per hour above their current rate of pay on DOR and \$1.50 per hour each year on the first pay period following the DOR anniversary to include (Expiration Date)
- DOR XX-XX-2026 \$2.00 per hour
- DOR XX-XX-2027 \$1.50 per hour
- DOR XX-XX-2028 \$1.50 per hour
- DOR XX-XX-2029 \$1.50 per hour
- (C) The Company reserves the right to start a new employee at a rate higher than the Minimum Starting Rate commiserate with that new employee's previous fueling or mechanical experience.
- (D) All Leads Mechanics shall receive two dollars (\$2.00) per hour above the Regular Rate of Pay designated above.

Article 5

Job Classifications & Job Qualifications

(A) JOB CLASSIFICATIONS:

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

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

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

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

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

13 (B) **JOB QUALIFICATIONS:**

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

- 31
- 32 (C) The Company will have the right to demote a Lead for poor or inadequate work
33 performance after progressive discipline has been issued at Level 2 or higher, or in
34 lieu of termination. In the event a Lead is demoted, that employee will be restricted
35 from bidding a Lead position for (1) year.
- 36

Article 6

Wage Rules

- (A) Accredited Service with the Company, for determining Longevity Pay increments, shall be defined as; active service on the Company's payroll in any capacity except such service prior to Resignation, Discharge or Lay-off when Recall Rights have expired. Leaves counting towards Accredited Service are the entire duration of Military Service Leave or Union Business Leave, On the Job Injury, and Leave of Absence up to a maximum of six (6) months.
- (B) An employee assigned to a Shift that begins at or after 17:00 and before 06:00 shall receive a Shift Differential of thirty cents (0.30¢) per hour. No Shift Differential shall be received by an employee assigned to a Shift which begins at or after 06:00 and before 17:00.
- (C) An employee shall receive the Shift Differential applicable to ~~his~~ **their** Regular Shift Assignment for all work performed while ~~he is~~ **they are** so assigned, including Overtime.
- (D) Employees required to rotate through shifts involving a day shift and night shift or vice versa shall receive a Shift Differential of twenty cents (0.20¢) per hour for all hours worked during the Workweek. Such rotating shifts shall be filled first by the Most Senior Qualified employees who volunteer for such shifts. In the event that an insufficient number of employees volunteer to fill the necessary rotating shifts, such unselected shifts shall be filled by assignment of the Junior Most Qualified employees.
- (E) If an employee voluntarily transfers from a higher Job Classification to a lower Job Classification, and if the Company agrees to such a transfer, the employee shall be paid the highest Regular Rate of Pay ~~his~~ **their** Seniority will allow in the lower Job Classification.
- (F) An employee who is promoted to a higher Job Classification shall not be paid less than the Regular Rate of Pay ~~he~~ **they** received at the time of promotion or less than the lowest Regular Rate of Pay of the higher Job Classification.
- (G) The Company will establish designated trainers to be paid a differential of one dollar (\$1.00) per hour while providing instruction 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. Designated trainers shall meet the requirements outlined in the Company's Learning and Development Policy. Revisions to the Learning and

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

Article 7

Overtime Compensation

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

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

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

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

1. When Overtime is needed for less than eight (8) hours the employee with the least amount of Overtime Hours to ~~his~~ **their** credit on duty will be asked to work. If Overtime is needed for more than eight (8) hours, the employee with the least amount of Overtime Hours to ~~his~~ **their** credit on ~~his~~ **their** Days-Off will be called in. If an employee on ~~his~~ **their** Days-Off cannot be contacted, or refuses the Overtime, the employee with least amount of Overtime Hours to ~~his~~ **their** credit on duty will be asked to work.
2. In the event all employees refuse the Overtime offered, the Full Time Employee on duty with the least amount of Overtime Hours to ~~his~~ **their** credit will be required by the Company to work the Overtime, which is known as "Required Overtime". Employees who leave work while on "Required Overtime" will be suspended immediately, and that employee will face Disciplinary Action up to and including Termination.

- 1 3. No employee will be placed on the Overtime List until after successfully
2 completing ~~his~~ **their** required Probationary Period.
- 3 4. Employees who do not want to work Overtime may request in writing that
4 ~~his~~ **their** name be removed from the Overtime List during the Shift Bid.
5 ~~His~~ **Their** name will be removed from the Overtime List for the period of
6 that Shift Bid. Removal of one's name from the Overtime List does not
7 disqualify ~~him~~ **them** from "Required Overtime".
- 8 5. An employee can be held on "Required Overtime" no more than 16 hours
9 in the same Workweek/Pay Period.
- 10 6. Anyone who is off work and/or off the work schedule due to an On-the-
11 Job Injury, Temporarily Upgraded to Supervisor, or is off on Union
12 Business for thirty (30) days or more, will return to the Overtime List with
13 no more than eight (8) hours less than the lowest employee on the
14 Overtime List.
- 15 7. The employee involved in a Day/Shift Trade that actually requested said
16 Day/Shift Trade will not be eligible for Overtime that Day/Shift.

- 17 (C) Any employee called back to work by the Company after completing ~~his~~ **their** Regular
18 Shift Assignment shall be paid for not less than four (4) hours at the Overtime Rate.
- 19 (D) When an employee is off work due to Illness, On the Job Injury, Union Business, Leave
20 of Absence, Jury Duty, Bereavement Leave, suspension, etc. ~~he~~ **they** will not be
21 considered for Overtime, and shall not be charged for Overtime, until ~~he has~~ **they have**
22 again reported for work and completed ~~his~~ **their** first Regular Shift Assignment.
- 23 (E) After an employee has been released from an Overtime Assignment the Company will
24 not recall ~~him~~ **them** for Overtime until ~~he~~ **they** has been off work for seven and one-half
25 (7 1/2) hours.
- 26 (F) An employee shall not be considered for Overtime the day preceding ~~his~~ **their** Paid
27 Vacation Time and shall not be considered for Overtime until completing ~~his~~ **their** first
28 Regular Shift Assignment following ~~his~~ **their** Paid Vacation Time.
- 29 (G) It is agreed that the Company will keep and maintain the Overtime Records and Overtime
30 Lists.
- 31 (H) The Company will be responsible to ensure that the employees are called and scheduled
32 for Overtime.
- 33 (I) The Company shall make a reasonable effort to give advanced notice of all Overtime.

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

Article 8

Holidays

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

New Year's Day	Labor Day
Independence Day	Memorial Day
Thanksgiving Day	Martin Luther King Day
Christmas Day	<u>Christmas Eve Day</u>

- (B) Only employees who work on any of the above Holidays, shall receive Holiday Pay, and shall receive the Holiday Pay Rate of, Double Time (Two Times ~~his~~ **their** Regular Rate of Pay) for all hours worked on that Holiday.

- ~~(C) — Each January employees with ten (10) full years or more of Accredited Service shall be entitled to two (2) Personal Days each calendar year, and employees with five (5) full~~

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

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

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

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

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

20

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

23

24 Article 9

25 Vacation

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

- 28 1. ~~— Employees who have completed one (1) full year of service will receive one (1)~~
29 ~~week of Paid Vacation Time.~~
- 30 2. ~~— Employees who have completed two (2) full years of service will receive two (2)~~
31 ~~weeks of Paid Vacation Time.~~

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

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

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

Years of Accredited Service: Paid Vacation Time:

1 to 3 Full Months — 0 Vacation Days

4 to 5 Full Months — 1 Vacation Days

6 to 7 Full Months — 2 Vacation Days

8 to 9 Full Months — 3 Vacation Days

10 to 11 Full Months — 4 Vacation Days

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

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

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

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

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

4 1. ~~Employees with ten (10) full years of Accredited Service will be permitted to~~
5 ~~split one Vacation Week (5 days) of Paid Vacation Time into separate Paid~~
6 ~~Vacation Days on the following basis: At the time of the Vacation Bid, the~~
7 ~~employee must also indicate that he wishes to take five (5) days of his Paid~~
8 ~~Vacation Time entitlement and convert them into Paid Vacation Days. Paid~~
9 ~~Vacation Days selected May Not fall on any Holiday listed in this Agreement.~~

10 2. ~~These five (5) Paid Vacation Days may be taken singularly or up to three (3)~~
11 ~~consecutive days.~~

12 3. An employee may, with the Company's approval, take a Paid Vacation Day,
13 provided ~~he~~ **they** gives five (5) calendar days advance notice. The Company
14 shall answer, in writing, the request within forty-eight (48) hours of receipt of
15 that request at the Main Office.

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

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

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

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

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

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

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

Article 10

Seniority

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

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

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

1. **Lead Fuel Farm Mechanic** ~~Maintenance Classification~~ — All Lead Mechanics and Mechanics
2. **Fuel Farm Mechanic** ~~Operators Classification~~ — All Operators Personnel
3. **Lead Fuel Farm Operator** ~~Lead Operator Classification~~ — All Lead Operators
4. **Fuel Farm Operator**

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

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

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

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

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

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

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

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

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

Article 11

Leave of Absence

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

- (D) Employees who have a bona fide, verifiable reason that may require time off, may be granted an appropriate Leave of Absence by the Company. An Employee's Seniority will continue to accrue during a Leave of Absence. However, in no event will Seniority accrue to more than one (1) year.
- (E) An employee not returning from a Leave of Absence within one (1) year automatically terminates ~~his~~ **their** employment with the Company, with the exception of FLMA and Military Leave. Seniority will be retained when a Leave of Absence exceeds one (1) year for Military Leave.
- (F) All leaves shall run concurrently, and all leaves shall run in a rolling twelve (12) month period.

Article 12

Military Leave – Retention of Seniority

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

Article 13

Termination of Employment

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

Article 14

Work Clothes and Tools

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 15

Bulletin Board

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

1
2 **Article 16**

3 **Equal Treatment**

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

24
25 **Article 17**

26 **Pay Days**

27 All compensation payable to employees herein shall be paid weekly by direct deposit unless
28 instructed otherwise by the employee at which time the employee will be paid by check.

29
30 **Article 18**

31 **Meal Periods**

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

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

5 **Article 19**

6 **No Strike – No Lockout**

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

12 **Article 20**

13 **Management Clause**

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

23 **Article 21**

24 **Absence from Work**

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

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

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

Article 22

General

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

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

15 16 Article 23

17 Bereavement

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

30 31 Article 24

32 Jury Duty

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

7 **Article 25**

8 **Hospitalization and Insurance**

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

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

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

24
25 The company and the union agree to proceed in good faith concerning the employee's medical
26 care coverage. The union has the option to propose a new plan for the employees, and the
27 company will meet in good faith to negotiate. Upon Union request, the company will seek
28 additional medical plans to best benefit the company and the employees. The union must make
29 the request and assist in the gathering of information such as census data as much as reasonably
30 possible, so the company has adequate time to get pricing on options. The company will share
31 the gathered info with the Union and meet in good faith to see if a plan or plans are available to
32 better suit both the company and the union. If a better medical package is identified, then both
33 parties will negotiate in good faith in efforts to implement the plan for the following year. All
34 switchovers to a company plan must occur during the company's open enrollment period to line
35 up with January 1st of the following year.

Article 26

Compliance and Enforcement

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

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

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

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

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

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

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

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

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

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

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

23 24 **Article 27**

25 **Union Check-Off**

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

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

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

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.

Monthly Employee Roster

(C) 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)

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

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

7 Correction and Compliance

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

13 Union Business

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

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

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

28

29 Article 28

30 Safety

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

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

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

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

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

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

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

24 **Article 29**

25 **Training Program**

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

1 **Article 30**

2 **401k Plan**

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

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

10
11 **Article 31**

12 **Duration of Agreement**

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

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

d/b/a/Menzies Aviation

International Association of Machinist
and Aerospace Workers, AFL-CIO

Todd Kilgor
SVP Finance Americas

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

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LOA 1 Classification Preservation

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

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

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

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

The Company and the Union hereby agree to the following provisions contained in this LOA.

WHEREAS d/b/a Menzies Aviation acquired the Allied contract in IAH, and. **WHEREAS**

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

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

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

d/b/a/Menzies Aviation

International Association of Machinist
and Aerospace Workers, AFL-CIO

Randall Davies
SVP Fuel Americas

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

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