

AGREEMENT

between

ALLIED AVIATION SERVICE COMPANY of NEW YORK, INC.

and

**TRANSPORT WORKERS UNION of AMERICA, AFL-CIO, LOCAL 504
LaGUARDIA TANK FARM**

JANUARY 2, 2019 to JANUARY 2, 2022

TABLE OF CONTENTS

	Parties to the Agreement	Cover
Article 1	Purpose of Agreement	1
Article 2	Recognition	1
Article 3	Workweek	1
Article 4	Overtime Compensation	2
Article 5	Classification of Employees	4
Article 6	Holidays	5
Article 7	Vacations	6
Article 8	Seniority	6
Article 9	Compensation	8
Article 10	Leave of Absence	8
Article 11	Military Leave, Retention of Seniority	9
Article 12	Termination of Employment	9
Article 13	Sick Pay	9
Article 14	Severance Allowance	11
Article 15	Work Cloths and Tools	13
Article 16	Bulletin Boards	13
Article 17	Equal Treatment	13
Article 18	General Benefits	14
Article 19	No Strike – No Lockout	14
Article 20	Management Clause	14
Article 21	Compliance and Enforcement	15
Article 22	Consolidation of Transfer	16
Article 23	Meal Periods	16
Article 24	Absence from Duty	17
Article 25	General	17
Article 26	Health and Welfare	18
Article 27	Pension Plan	21
Article 28	Union Shop and Checkoff	21
Article 29	Worker’s Compensation – Lost Time	21
Article 30	Wages	22
Article 31	Duration of Agreement	22
	Schedule “A” Job Description	24

LaGuardia Tank Farm

This Collective Bargaining Agreement between the parties is entered into this day of January 2, 2019 by and between Allied Aviation Service Company of New York, Inc., (hereinafter referred to as the company), and the Transport Workers Union of America, AFL-CIO, Local 504 (hereinafter referred to as the union), as representative of the employees in the classifications listed herein.

ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is entered into in the mutual interest of the present and future employees of the Company, to promote the safety and continuity of air transportation, to further the efficiency of operation, and to stabilize employment under reasonable hours, rates of pay and working conditions. It is recognized by the agreement to be the duty of the company and the employees to cooperate fully, both individually and collectively for the advancement of said purposes.

ARTICLE 2
RECOGNITION

- A. The Union is recognized by the Company as the sole collective bargaining agent for the employees of the Company in the classification(s) listed here in and for such other classifications as may hereafter be mutually agreed upon.
- B. This agreement shall cover all employees of the company performing the following work at the designated locations:
 - a. The work of gasoline bulk storage now being performed in the gasoline storage area in the northwest portion of LaGuardia Airport.
- C. The Company recognizes that it is in the mutual interest of the employees and of the Company to maintain stable Labor Relations through collective bargaining between the parties.
- D. Except in emergencies, supervisors will not do work normally performed by bargaining unit employees. The fact that certain work is assigned to an emergency crew does not constitute the situation as an emergency, nor does it preclude its being an emergency for the purposes of the above exception.

ARTICLE 3
WORKWEEK

- A. The workdays shall consist of a twenty-four (24) hour period beginning at 12:00 o'clock midnight and a regular day's work shall consist of eight (8) consecutive hours, inclusive of meal periods.
- B. The workweek and pay week shall consist of seven (7) consecutive days, beginning at 12:01 AM, on a specific day and the regular weekly work schedule shall consist of five (5) workdays of eight (8) hours, inclusive of meal periods, in the work week.
- C. Each employee shall be scheduled two (2) consecutive days off during each week.

- D. Since the employees are required to maintain continuous operation of assignments, days off may either be fixed or rotated consistent with the requirements of the operation.
- E. All time worked in a continuous tour of duty, including overtime, shall be considered as work performed on the workday within which the tour of duty started.
- F. Whenever and wherever shifts are to be established, the type of shift shall be agreed upon between the Company and the Union. Such shifts shall be fixed and assignment to shifts shall be made upon bid based upon choice by seniority.
- G. When employees here under work more than eight (8) hours in any twenty-four (24) hour period of rotations of shifts, such employees shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period.
- H. An employee here under who is required to report for a regular tour duty without being given at least seven and one-half (7 ½) hours off after the completion of the previous regularly scheduled tour of duty, including overtime, shall be paid at the applicable overtime rate for all time warp during the second regular tour of duty.
- I. Changes in hours of assignments to shifts may be made whenever necessary. Where practicable, employees shall be given at least four (4) days' notice of all shift changes.
- J. The Company shall implement an eight (8) hour midnight and afternoon shift that includes a thirty (30) minute meal period (the shift reporting and quitting times will be adjusted to provide this change).

ARTICLE 4
OVERTIME COMPENSATION

- A. Overtime will be paid for all overtime hours worked however; employees are required to obtain prior approval from the company before actually working any overtime period 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.
- B. Time worked in excess of 8 hours on any workday, inclusive of meal periods, or time worked in excess of forty (40) hours in any week, inclusive of meal periods, or time worked in excess of 40 hours in any week, inclusive of meal period and daily overtime, shall be considered overtime and shall be paid at a rate of time and one-half (1 1/2). Shift differentials shall be compounded in the calculation of overtime rates.
- C. Employees hereunder shall not be required to suspend work in regular hours to absorb overtime.
- D. Overtime work shall be distributed among the employees qualified to perform the work necessitating the overtime as equitably as practicable.
- E. An employee shall not be required to work more than two (2) hours continuously after the regular work period without being permitted a meal period. An employee working overtime shall not be required to work more than two (2) hours continuously before the regular period without being permitted a reasonable time to eat.
- F. In the event of a manpower shortage due to sick calls, vacations, etc., the overtime will be offered to senior employees first. If in the event this overtime has been refused, it will be mandatory that the employees with the least seniority cover the following shift until

he is relieved. If an employee is on mandatory overtime and works six (6) hours or more, the employee will receive a \$10.00 meal allowance.

- G. An employee whose overtime working period continues into the following day shall continue to receive overtime rates for all overtime so worked. If such overtime work period shall continue so that its termination shall fall within seven and one-half (7 ½) hours prior to his regular work in the succeeding workday, he shall receive overtime rates for all time worked during his regular work period for such workday.
- H. When an employee here under is assigned by the company to work on his regular day or days off, he shall be paid at overtime rates for all work performed on such day or days, which in no event shall be more than double (2X) his regular rate.
- I. Double (2X) the regular hourly rate shall be paid to an employee for all work performed in excess of twelve (12) hours in any workday and for all work on the seventh (7th) day worked in the work week, and after eight (8) hours on the sixth (6th) day worked in the work week. Double (2X) the regular hourly rate shall be paid to an employee for all work performed on the sixth (6th) day of the work week if it is the seventh (7th) consecutive day actually worked (shift change accepted).
- J. If overtime on any work day or any work week is due to an authorized exchange of days off or shifts by employees (which must be approved in advanced by the appropriate supervisor), said time shall be compensated for at straight time rates; provided however, any continuous work, inclusive of meal periods, in excess of 8 hours on any shift of tour of duty shall be paid for at the applicable overtime rate.
- K. For the purpose of computing overtime, any period of time worked in the first hour of overtime shall be counted as a full hour of overtime and any period of time worked in subsequent even hourly periods of overtime shall similarly be counted as full hours.
- L. Premium 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 or due to rotation of days off. Vacation relief employees shall not receive extra premium pay as result of working more than five (5) consecutive days when such consecutive days run into the following work week.
- M. Overtime rates shall be paid for not less than four (4) hours to any employee called back to work on any emergency as for any duty not continuous in the regular workday.
- N. No employee shall receive more than double (2X) the straight time rate for any hours worked.
- O. An employee who's telephone at his home and requested to report for work prior to the beginning of his next regular tour of duty and who reports for work within two (2) hours after such request shall be entitled to receive pay for one (1) hour of the time spent traveling to work.
- P. In the event the company receives two (2) hours advanced notice of necessary overtime, it will request employees for overtime work two (2) hours before the end of each shift.
- Q. All tankmen who are changing clay filters will receive (2X) double time rates.

ARTICLE 5
CLASSIFICATION OF EMPLOYEES

Classification of employee shall be as follows: Tank Farm Operator.

- A. The parties agree that if any of the heretofore dormant classifications as described in the Agreement between the parties that expired on December 31, 1992 are revived, the parties will meet forthwith to negotiate the terms and conditions of employment applicable to the revived classifications.
- B. Employees shall be limited to bidding for other assignments for a period of six (6) months after their last bid. During the first (1st) six (6) months of 1993 employees hired on or after 1/1/93 shall have no right to bid for any shift until the Company is satisfied that the employee is fully trained. Furthermore, the existing employees could be assigned to a shift on a temporary basis during this period to safeguard that a qualified employee is on duty at all times.

Part-Time Employees

The Company may hire employees to work on a part-time basis as specified herein but not to exceed ten (10) percent of the current workforce.

Per the Affordable Care Act, "ACA", Part-Time employment is defined as less than thirty (30) hours per week as defined by the total regular hours worked in the prior calendar quarter. The employment of part-time employees will not be at the detriment of the fulltime employees, meaning the Company cannot replace the current fulltime employees with part-time employees unless the fulltime employee resigns, retires, passes away or is dismissed for cause.

The part-time employees WILL become members of the Union, pursuant to the Union Security Clause of this Agreement.

Hours of Work: Any part-time employee scheduled to work shall be guaranteed a minimum of five (5) hours of work per workday within a week.

Rate of Pay: Part-time employees will receive pay in accordance with schedule A of the wage scale. The overtime rate of pay of one and one-half (1-1/2) times shall apply to hours worked in excess of forty (40) hours in a work week or eight (8) hours in a workday.

Holidays: Part-time employees will receive the following six (6) holidays:

New Year's Day	Memorial Day
Martin Luther King's Birthday	Labor Day
Thanksgiving Day	Christmas Day

If a part-time employee works on a holiday, they shall receive a rate of two (2) times their regular rate of pay.

Vacation: Part-time employees who are on the payroll as of January 1st of each year shall be paid their vacation entitlement on January 1st of each year and the existing bidding process shall continue.

- A. Less than one year as of January 1st shall receive a pro-rata of two (2) hours for each month of service from the date of hire to January 1st;
- B. One (1) year but less than three (3) years, twenty-five (25) hours;
- C. Three (3) years but less than five (5) years, fifty (50) hours;
- D. Eight (8) years or more, seventy-five (75) hours.

Sick Days:

- A. Part-time employees shall be eligible for five (5) paid sick days at his/her regular hourly rate.
- B. At the end of each contract year, July 1 to June 30, the unused sick days shall be paid as a bonus on or about August 1.
- C. Absences due to causes covered by Worker's Compensation shall not be counted as sick days.
- D. All part-time employees shall receive sick pay for the first day of each absence provided they have available sick time.

Seniority: Part-time employees will have a separate will have a separate seniority list. Part-time employees shall not have seniority over full-time employees. Part-time employees are not entitled to medical coverage. If there is any reduction in force, part-time must be reduced first before any full-time employees.

**ARTICLE 6
HOLIDAYS**

Section 1: The following holidays with pay shall be granted to all employee hired prior to DOR and all employees hired after DOR who have completed their probationary period:

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2: An employee required to work on any of the above holidays shall receive two and one-half (2 ½) times their regular rate of pay as full compensation for such holiday worked. Such employees shall be scheduled for not less than eight (8) consecutive hours. Time lost on a holiday shall be considered as time worked for the purpose of computing overtime.

Section 3: An employee scheduled to work on any of the above holidays who fails to report for work shall not receive any payment for that day.

Section 4: If such holiday falls within an employee's vacation period the employee shall receive a day's pay for such holiday.

Section 5: If Federal Law designates a date other than the calendar date of one of the above listed holidays for the observance of that holiday, the date designated by law shall be considered the holiday.

Section 6: Employees must complete twenty-four (24) compensated hours (excluding the holiday and sick time) in the week a holiday occurs to be paid for the holiday.

ARTICLE 7 **VACATIONS**

Section 1: As of December 31st of each year employees hired prior to DOR and those hired after DOR shall be entitled to vacation as follows:

1. If in the employ of the Company for less than one year, entitlement shall be one half (1/2) day of paid vacation for each month of prior service up to a maximum five (5) days of paid vacation.
2. If in the employ of the Company for one (1) year or more, shall be eligible for ten (10) days of paid vacation.
3. If in the employ of the Company for five (5) years or more, shall be eligible for fifteen (15) days of paid vacation.
4. For those employees hired prior to the DOR and in the employ of the Company for fifteen (15) years or more, entitlement shall be twenty (20) days of paid vacation.
5. An employee who has completed their probationary shall be paid for their accrued vacation upon termination of employment with the Company.
6. If he or she so requires, an employee will be allowed to split their vacation period into either two (2) or three (3) sections, the first pick where the split is selected will be on a seniority basis. The second and/or third picks will be after all other eligible employees have chosen their first vacation periods. Notice to begin making vacation picks will be posted not later than October 1st of each year and eligible employees shall list their vacation preferences no later than December 1st of each year.

ARTICLE 8 **SENIORITY**

Section 1: An employee shall be considered on probation for a period of six (6) months of service from the date of hire.

Section 2: Seniority shall commence on the date of employment by the Company. Employees who are hired on the same date will have their seniority determined by the last four (4) digits of the employee's social security number. The employee with the highest number shall be senior. All layoffs and re-employment after a layoff shall be governed by seniority.

Section 3: Seniority shall govern the choice of shifts, days off and vacation.

Section 4: In the event of a temporary reduction of work available in the overall bargaining unit, resulting from a strike or picketing, an Act of God, a national emergency, the grounding of a substantial number of any airline's aircraft for safety reasons or any cause beyond the control of the Company, the Company may utilize in its employ those personnel determined by the Company to be essential for the continuous efficient performance of the Company's obligation under its commercial Agreement for a period not to exceed sixty (60) days.

Section 5: Credit shall be given for an employee's length of service prior to his layoff in determining the rate of pay applicable when the employee is re-employed. The Company shall send notice of recall by registered mail to the last address on file, and if the employee fails to report to work within two (2) weeks thereafter, he shall lose all seniority rights. The Union shall receive a copy of each notice.

Section 6: Seniority shall govern choice of days off, when not rotated, shifts and vacations within each classification.

Section 7: A seniority list of employees hereunder giving the name, seniority date, and job classification shall be furnished to the Union one (1) month after the signing of this Agreement. A list of additions and separations will be furnished monthly.

Section 8: Employees covered hereunder who becomes supervisors shall neither retain nor accrue seniority within the bargaining unit.

Section 9: An employee who is discharged for cause or who resigns from the Company shall lose all seniority rights.

Section 10: Seniority rights of employees who have been laid off shall be terminated and lose recall rights if they are not rehired within eighteen (18) months after layoff.

Section 11: For the purpose of seniority under this contract, the present relevant order of seniority shall be maintained and recognized as established relative seniority of the employees covered hereunder.

ARTICLE 9
COMPENSATION

Section 1: Employees currently on the payroll or hired on or after the date of this Agreement shall be paid the rates as outlined in “Schedule A, Wages” attached to this Agreement.

Section 2: An employee assigned to a shift which begins at or after 12:00 noon and before 5:00pm shall receive a shift differential of thirty-five (\$0.35) cents per hour. An employee assigned to a shift which begins at off after 5:00pm and before 6:00am shall receive a shift differential of forty (\$0.40) cents per hour. No shift differential shall be received by an employee assigned to a shift which begins at or after 6:00am and before 12:00 noon. Employees hired after the DOR will not receive a shift differential for a shift which begins at or after 12:00 noon and before 5:00pm.

Section 3: An employee shall receive the shift differential applicable to the shift to which he is regularly assigned for all work performed while he is so assigned.

Section 4: An employee may be required to rotate shifts during a work week in which event he shall receive for all shifts worked twenty-five (\$0.25) cents per hour shift differential if rotated through two shifts or thirty (\$0.30) per hour if rotated through three shifts.

Section 5: Shift differential pay will be included in computing pay for overtime, vacation, holidays and sick pay.

Section 6: Lead pay will be paid at \$1.00 per hour for Leads that are assigned significant responsibilities in the operation or classroom training. Lead pay will only be paid for actual “Lead work” performed. In the absence of a supervisor on shift a lead may be assigned to the shift.

ARTICLE 10
LEAVE OF ABSENCE

Section 1: Upon approval of the Company, a leave of absence of up to forty-five (45) days may be granted an employee. During such leave the employee’s seniority shall accumulate.

Section 2: If such leave is extended by the Company, the employee will retain but will not accrue seniority, except that the seniority shall continue to accrue on leave for Union business. Any employee accepting gainful employment while on leave of absence except as specially approved in writing by the Company, shall be terminated.

Section 3: Employees who by reason of a bona fide illness that requires time off, will be granted appropriate leaves of absence. Seniority will continue to accrue during such leaves, but in no event while on such leave of absence will seniority accrue for more than one (1) year.

Section 4: Notwithstanding other provisions of this Agreement, time spent on a leave absence occasioned by an industrial illness or industrial injury shall not affect the employee's automatic wage increase. Time spent on a leave of absence occasioned by an industrial injury shall not be deducted from the period of service required to qualify for three (3) weeks' vacation.

Section 5: Time spent on leave of absence shall not count for vacation, sick leave, or automatic increase.

ARTICLE 11 **MILITARY LEAVE**

Section 1: The reemployment and seniority of any employee hereunder, who while in the active service of the Company entered the Armed Forces or the Merchant Marine of the United States shall be governed by applicable law. Military leave shall be limited to active service in the armed services and the Merchant Marine; however, Merchant Marine services must be during a wartime period.

Section 2: Employees on leave of absence for military training shall be granted a leave of absence and shall accrue seniority and length of service credit for pay purposes and for time so spent on such leave.

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

ARTICLE 12 **TERMINATION of EMPLOYMENT**

Section 1: The Company requests two (2) weeks' notice of resignation in writing.

Section 2: Employees laid off through no fault of their own shall be granted two (2) weeks' notice in writing.

Section 3: This requirement of notice set forth in Section 2 above, shall not apply in the event of sudden cessation or curtailment of operation caused by an Act of God, or by an order of Government, or by an action of the air carrier or its employees, or by conditions beyond the control of the Company.

ARTICLE 13 **SICK PAY**

Section 1: During the probationary period, (six (6) months), employees shall not be eligible to receive sick pay. An employee who shall have completed the probationary period shall be credited with three (3) days of sick leave, and thereafter an employee shall accrue one-half (1/2)

of one (1) day of sick leave for each calendar month of service with the Company up to a maximum six (6) days in any calendar year.

Section 2: On or about December 15 of each year each employee will be paid the accrued but unused sick pay for that year at the rate of eight (8) hours at the employee's regular straight time rate of pay for each unused day.

Section 3: An employee will not be paid sick time unless they notify their supervisor in accordance with Article 24 hereof prior to the start of their scheduled work shift. At that time the employee must give the following information: name, shift, nature of illness, and the expected duration of the illness.

Section 4: An employee who is under a doctor's care and expects to be absent for more than three (3) days may be excused from making a daily call if they state in their original or subsequent call, the length of time they expect to be absent. In cases where the absence is extended for more than one (1) week, an additional call must be made at the end of each five (5) workdays.

Section 5: When an employee's illness is for more than three (3) days, a doctor's certificate covering the duration of the illness must be presented to the employee's supervisor upon returning to work.

Section 6: While it will not be the policy of the Company to require a medical certificates for all absences of one (1) to three (3) days, in order for an employee to be eligible for sick leave pay, the Company reserves the right to require such certificates whenever unusual circumstances indicate possible abuse of the sick leave policy.

Section 7: The provisions for sick leave accumulation and payments are designed to compensate employees for actual illness and shall in no event be used to provide the employee with additional vacation or holiday and severance benefits.

Section 8: The employees and the Union recognize their obligation to prevent absence for reasons other than illness or other abuses of the sick leave policy and pledge their cooperation to the Company to prevent abuses.

Section 9: In the event of termination of employment by layoff, retirement, or resignation as set forth in Article 12, Section 1, the amount, if any, to which the employee would otherwise be entitled under Section/s 1 and 2 above, shall be paid in full at the time of such layoff, retirement, resignation the amount of sick leave accrued but not used since the previous January 1st.

Section 10: A day or days of unused sick leave referred to in Section 9 above, shall mean those days credited or accrued in the present year in the manner set forth in Section/s 1 and 2 of this Article.

Section 11: Sums received under this Article shall not be used in the calculation of overtime payments under the provisions of this Agreement.

Section 12: Any employee on extended sick leave will draw on their accrued sick days as set forth in Section/s 1 and 2 of this Article until such days are exhausted, at which time New York State Statutory Disability Benefits will be paid in accordance with New York State Disability Benefits Law.

ARTICLE 14 **SEVERANCE ALLOWANCE**

Section 1: Any employee with one (1) year or more of service who is laid off for reasons other than those set forth in Sections (2), (3) and (4) shall receive severance allowance as provided in paragraph (5), subject to the limitations set forth herein.

Section 2: Severance allowance will not be paid for layoffs of less than four (4) months' duration which are due to any airline seasonal scheduled reductions.

Section 3: Severance allowance will not be paid if the layoff is the result of an act of God, a national war emergency, revocation of the Company's airport operating permit, grounding of a substantial number of any airline's aircraft for safety reasons, dismissal for cause, resignation, retirement, or a strike or picketing causing a temporary cessation of work or if the result of the contingencies set for in Article 12 (3).

Section 4: At the time of layoff, the Company shall advise the employee in writing of the reasons for his release whether it is for reasons outlined in paragraphs (1), (2) and (3) above. If the employee is released for reasons set for in (1) above, he shall be eligible for the immediate payment of the severance allowance as set forth in this Article. If the employee is released for reasons set forth in paragraph (2) and if the expiration of four (4) months from the date of layoff he is not offered re-employment in other than a temporary job, his layoff shall be presumed to have been caused by factors covered in paragraph (1) above, and he shall become entitled at that time to severance allowance as provided in the Article. Temporary work that does not exceed a continuous period of forty-five (45) days shall not be considered as breaking the four (4) month period of layoff.

Section 5: The amount of severance allowance payable under this Article to employees eligible is set forth in the following table and shall be based on length of compensated service with the Company from date of employment and shall be in addition to all other benefits set forth in this Agreement. A week of severance allowance shall be computed based on the employee's regular straight time hourly rate at the time of layoff multiplied by forty (40) hours. A side letter exists and is in force for employee/s with a grandfathered severance scheme that pre-dates this agreement.

<u>Years of Service</u>	<u>Severance Allowance</u>
1 year of service	One half week (20 hours)
2 years of service	1 week
3 years of service	1 ½ weeks (60 hours)
4 years of service	2 weeks
5 years of service	2 ½ weeks (100 hours)
6 years of service	3 weeks
7 years of service	3 weeks
8 years of service	3 ½ weeks
9 years of service	4 weeks
10 years of service	4 ½ weeks
11 years of service	5 weeks
12 years of service	5 weeks
13 years of service	5 ½ weeks

Section 6: Severance allowance shall not be granted when:

- (1) He has, within four (4) months of layoff been offered a job in his own classification in accordance with Article 8, and has refused such job; or
- (2) He accepts any other employment offered by the Company within the same geographical area prior to the expiration of four (4) months from the date of layoff.

Section 7: If the Company's contract for any of the work covered hereunder is terminated and a successor takes over said contract and employs the employees performing said work, and a n agreement is obtained with eh successor, the Company shall no longer be liable for severance pay. If such agreement is not obtained, the Company shall remain responsible, but actual payment need not be maid unless and until employees are laid off or discharged by said successor.

Section 8: An employee recalled to work under the terms of said Article 8, after being on layoff for more than four(4) months, who is again laid off under conditions that would entitle him to severance allowance, shall be entitled to the amount specified for his years of compensated service with the Company, in accordance with paragraph (5) of this Article, less the dollar amount received on the occasion of the previous severance's; provided that such dollar amount deductions shall not be made if such employee completes at least one additional year of compensated service with the Company under this Agreement from the date on which he reported for duty upon the occasion of the prior recall.

Section 9: An employee who has been given severance allowance at the time of layoff and who is rehired in less than the number of weeks covered by the severance allowance (plus an additional two (2) weeks if he also received two (2) week's pay in lieu of notice) will have the amount of overpayment deducted from his subsequent earnings.

Section 10: An employee who has been re-employed under the conditions outlined in paragraphs (7), (8) retains all seniority, and length of service credit for pay and other purposes accrued prior to the date of his severance.

ARTICLE 15 **WORK CLOTHES AND TOOLS**

Section 1: Employees shall be required to wear work clothing that is reasonable suitable and safe for the type of work they are assigned. Lettering of any description other than that prescribed by the Company shall not be permitted on any work clothing.

Section 2: Where employees are required by the Company to wear the standard Company coveralls, such coveralls shall be furnished and laundered by the Company as provided in standard uniform regulations.

Section 3: Specialized work clothing shall be furnished and laundered by the Company as provided in standard uniform regulations.

Section 4: Specialized tools shall be furnished employees as needed.

Section 5: The Company will pay and provide for tool insurance covering fire and theft for employees on the following basis:

\$25.00 deductible – A maximum of \$1,000.00 coverage for each employee.

ARTICLE 16 **BULLETIN BOARDS**

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

ARTICLE 17 **EQUAL TREATMENTS**

The Company and the Union agree that there shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership or any other characteristic protected by law, including but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age of Discrimination in Employment Act, 42 U.S.C. § 1981, the Family and Medical Leave Act, the State Human Rights Law, or any

other similar federal, state or municipal statutes, laws, rules or regulations. All claims alleging illegal discrimination under any of the above or similar authorities shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and the Company, the Union and the employees covered by this Agreement shall not file suit or seek relief in any other forum. The Company and the Union further agree that there shall be no discrimination against any present or future employment applicant in hiring or by any referral system or hiring hall because of the applicant's union membership, or lack thereof and that there shall be no discrimination against any employee as a result of engaging in any activity in support of the Union that is not unlawful or in violation of this Agreement. The Company and the Union further agree that all claims shall be arbitrated on an individual basis. Consequently, neither the Company, the Union nor the employees covered by this Agreement may submit any discrimination claim as a class action, collective action or other representative action for resolution under this Agreement or otherwise. This provision shall apply to allegations arising out of events occurring before and/or after the effective date of this Agreement. Arbitrators shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

ARTICLE 18
GENERAL BENEFITS

Except as modified by this agreement, general benefits that have been established by the Company, shall be continued unless changed by mutual consent or by resort to the process of Article 21 of this Agreement.

ARTICLE 19
NO STRIKE-NO LOCKOUT

As this Agreement provides for the amicable adjustment of any and all disputes and grievances, the Company agrees not to lock out any employee or group of employees while this Agreement is in effect, and the Union agrees that it will not cause or call any strike, sit down, stay-in or slow-down.

ARTICLE 20
MANAGEMENT CLAUSE

The management of the Company and the direction of its employees, including the establishment of working conditions, the hiring, promoting, rehiring and terminating of employees are the exclusive functions of Management, to the extent that any such matters are not otherwise covered or provided for in this Agreement; and provided that in the exercise of such functions, the Management shall not violate any provision of this Agreement or discriminate against any employee because of his membership in, or lawful activity on behalf of the Union.

ARTICLE 21
COMPLIANCE AND ENFORCEMENT

Section 1: Any decisions or agreements relating to the interpretation or applicability of this Agreement mutually agreed to by the Company and the Union shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.

Section 2: The Company may discharge or discipline any employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism or just and proper cause.

Section 3: The Union may select and designate one (1) representative in the unit as may be necessary for the purpose of representing the employees under the terms of this Agreement.

Section 4: Any employee who is suspended, discharged or otherwise disciplined shall have an opportunity to be heard by the supervisor of his department.

Section 5: During the probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.

Section 6: Grievance Procedure:

Step 1: An employee who believes he has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted, may present his grievance in person, or through his representative, within ten (10) business days to his supervisor who shall forward the written grievance to the Vice President of Human Resources. The Vice President shall, within five (5) days, notify the Union Chairman or his designee, of the appropriate adjustment of the grievant.

Step 2: If no settlement is reached, the Union Chairman, And the Vice President of Human Resources shall schedule a hearing within ten (10) business days. Appropriate witnesses, including the grievant, may be called by either party. If the dispute is not resolved, both parties shall, at the conclusion of the hearing, sign a statement(s) of facts as they interpret the facts to be. The statement(s) will be attached to the original grievance and forwarded to the Vice President of Human Resources and one (1) copy is to be forwarded to the Local Union.

Step3: The Local Union and the Vice President of Human Resources of Allied shall review the unsettled grievance within fifteen (15) business days of the signing of the statement(s) of facts. If the dispute is not resolved within the twenty (20) days, either party may submit the grievance to arbitration, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). It is further agreed to solicit from the Mediation Board, a panel of Arbitrators from which the selection can be made. After both the Union and the Company have been given an opportunity to

be heard and to submit such proof a may be desired, the decision in writing of such Arbitrator shall be binding and conclusive upon the employees to whom this Agreement applied, and upon all the parties hereto.

Section 7: The parties may mutually agree to waive the time limits, described in (6) of this Section relating to the amount of time a grievance may remain under investigation or advisement during any step of the grievance procedure.

Section 8: One-half (1/2) of the feed due such arbitrator shall be paid by the Company, and one-half (1/2) thereof shall be paid by the Union.

Section 9: In the event an employee is absent on extended illness and returns with a doctor's certificate showing him ready to resume his duties and is subsequently examined by the Company doctor and found not to be physically able to resume normal duties, the party shall choose a disinterested specialist in the medical field involved, to make a final and binding determination in the same manner as arbitration of other disputes as outlined in sections (6) through (9) herein.

Section 10: All letters of discipline will be removed from the Personnel file after two (2) years from the date of issuance.

ARTICLE 22 **CONSOLIDATION OR TRANSFER**

This Agreement shall be binding upon the parties hereto, their successors and assigns and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever, by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered or changed in an respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto. This provision shall not apply if this operation reverts back to the individual airline companies.

ARTICLE 23 **MEAL PERIODS**

Section 1: Meal periods shall be thirty (30) minutes, except when varied by agreement between the parties.

Section 2: Meal periods shall be scheduled not earlier than three (3) hours after the employee's regular reporting time and not later than five (5) hours after the employee's regular reporting time.

ARTICLE 24
ABSENCE FROM DUTY

Section 1: An employee hereunder shall not be absent from duty without prior permission, in writing, except for reason of sickness, injury or other justifiable cause beyond the control of the employee.

Section 2: An employee hereunder who is prevented from reporting for duty by reason of sickness, injury, or other justifiable cause beyond the control of the employee shall, two (2) hours in advance of the starting time of his shift, notify his immediate supervisor or an absentee control point, if established by the Company, of his inability to report for work giving reason for his absence. Such notice will not be considered if given later than two (2) hours prior to the employee's regularly scheduled starting time, except when prevented by circumstances beyond the employee's control. The employee must submit a written statement of these circumstances to the Company supervisor immediately upon his return to employment.

ARTICLE 25
GENERAL

Section 1: Before the end of each shift, employees shall be allowed five (5) minutes wash-up time.

Section 2: The Union shall have the right to confer with management on sanitary and safety issues.

Section 3: In the case of the death of one of the parents, grandparents, children, brother or sister, wife, current mother-in-law or father-in-law of an employee or a relative who is a resident of the household, he will be entitled to receive three (3) consecutive work days off with pay immediately following death or with proof of services.

Section 4: The Company shall prepare printed copies of this Agreement and shall give a copy to each employee and to every new employee hired in any classification covered by this Agreement.

Section 5: No employee will be required to participate in a bomb scare investigation against his wishes. The Company will provide death and permanent disability insurance coverage for employee, as asset out below; applicable if a bomb explosion in or about an aircraft on the ground is the proximate cause of such death or disability.

Death	\$100,000.00
Total Permanent Disability	\$100,000.00
Total Loss of Two Members	\$100,000.00
Total Loss of One Member	\$50,000.00

Member, as used herein is defined as arm, leg, or eye. Bomb scare insurance will be handled by blanket coverage and employees covered thereby will not have to sign individual application forms, except for designation of a beneficiary.

Section 6: Upon proper authorization, the Company will provide Credit Union payroll deductions.

Section 7: Employees covered hereunder, who are required to serve as jurors shall receive the difference between their jury pay and their regular straight time hourly wages while so serving. Employees shall be required to present to the Company, evidence that he did in fact serve, and was paid for such services.

ARTICLE 26 **HEALTH AND WELFARE**

All Employees shall be eligible for medical on the first day of the month following completion of six months continuous service.

Employee medical contributions will be deducted from payroll on a pre-tax basis, as follows:

1: All full-time employees will have the option of enrolling in the Company's Healthcare Plan as described in the Summary Plan Description (SPD) and the Standard Contract Language. Part-time employees are not eligible for the Company's Healthcare Plan.

2: If for some reason this plan is not renewed by the Company, the Company will provide a similar plan without increasing the employee contribution for the calendar year. The monthly contribution will be prorated and taken out on a weekly basis.

3: The Union agrees to an employee premium contribution of:
18% of the premium cost first year of Agreement
19% of the premium cost second year of Agreement
20% of the premium cost third year of Agreement

All employees hired after DOR will be offered single coverage after six months of employment with an employee contribution of 25% the cost of the premium. Employees will be eligible for employee +1 or employee + family after having completed eighteen (18) months of employment with the Company. If the employee elect's employee +1 or family coverage he/she will be responsible for 50% of the total cost of coverage.

Section 1: Life Insurance

(1) Employees shall be eligible for Life Insurance Benefits in the amount of \$50,000 on the first day of the month following the completion of six (6) months of continuous service.

- (2) The Company shall furnish and pay a life insurance policy in the amount of \$10,000.00 for retired employees hired prior to August 1, 2006 only.
- (3) The Company's liabilities to provide a life insurance policy for retired employees hired prior to August 1, 2006 shall cease of and when the Company loses its contract to provide services outlined in Article 2.

Return to Work Policy

Policy

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

Description of a return to work program

Transitional work is defined as the period of time when the employee returns to the workplace with restrictions, modifications or in an alternative capacity until they progress back into their full job duties. Transitional work is temporary and is the graduated return to work based on the employee's progress during the recovery process. Transitional work assignment will be limited to 90 days with exceptions on a case-by case basis providing the injured employee is showing improvement. Allied Aviation can continue to use his/her services, and with written top management approval.

Purpose and goals:

- Reduce the medical, disability and lost time costs
- Reduce indirect accident costs
- Establish a more stable workforce
- Enhance the physical and psychological recovery process for the injured worker
- Enhance the injured employee's sense of confidence and well being
- Minimize the chance of re-injury

Return to work Procedures

Transitional Work Assignment

The purpose of transitional work is to safely reintegrate injured employees into the work environment as soon as possible. It is not a respite, nor is it punitive in nature, or intended to create an undue hardship on the operations of each respective department. We will make an effort to bring our employees back to work whenever practicable. The work will be contributory and add value to our Allied Aviation's work efforts. The tasks that the employee performs will contribute to daily business operations in a beneficial manner.

Return to work placement process

1. Upon receiving appropriate documentation outlining the restrictions from the treating physician, the employee may return to work on a transitional work basis, normally for a period of up to 90 days. To ensure that both the employee and their immediate supervisor understand the employee's work restrictions and transitional work assignment, Allied Aviation should send the injured employee a Bona Fide letter of employment via certified mail.
2. Transitional work assignments may require an employee to change shifts to accommodate any restrictions. Therefore, employees working on transitional duty must be available to work any shift as necessary.

Employees rights and responsibilities

Employees on transitional work do not forego their legal rights and responsibilities to abide by all Allied Aviation policies and procedures.

While on transitional duty, the employee will earn wage rate percentage based off that of their pre-injury position, and they will continue to accrue sick, vacation and holiday time as provided under the applicable policies. The employee must notify their manager/supervision and/or human resources representative of all scheduled and unscheduled absences.

Employees are also subject to all applicable employment policies and procedures while on transitional duty. They are expected to participate in all treatment that is reasonably essential to promote their recovery, including but not limited to, keeping all scheduled appointments with occupational health care providers. Non-compliance may result in an interruption of benefits and could jeopardize the employee's ability to remain at work under this program.

Any and all changes in the employee's restrictions and transitional work status must be reported to their manager/supervisor and/or human resources representative immediately with the appropriate documentation. Allied Aviation reserves its ability to exercise its rights in accordance with applicable laws regarding an employee's diagnosis, treatment plan and status.

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

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

ARTICLE 27
PENSION PLAN

Section 1: The Company will contribute for each straight-time compensated hour to the Industrial Union Department, AFL-CIO Pension Plan one dollar (\$1.00) per hour for all employees hired prior to the DOR of this Agreement.

Section 2: All employees hired prior to the DOR of this Agreement shall be eligible to participate in the new Company provided 401(k) plan with no Company contribution.

Section 3: All employees hired after the DOR of this Agreement shall be eligible to participate in the new Company provided 401(k) plan only, with a Company provide match of 2%.

ARTICLE 28
UNION SHOP AND CHECK OFF

Section 1: All new employees shall become members of the Union thirty (30) days after initial employment by payment of initiation fees and dues and shall remain a member of the Union in good standing thereafter.

Section 2: Should any employee cease to be a member in good standing of the Union for the non-payment of dues, he shall, after two (2) weeks' notice in writing to the Company, no longer be eligible for employment and shall be dismissed.

Section 3: The Company shall deduct Union dues from the employees upon proper authorization provided by the employee and shall forward such monies to the Local Union.

Section 4: The Company shall deduct COPE contributions from the employees upon proper authorization provided by the employee and shall forward such monies to the Local Union.

ARTICLE 29
WORKERS COMPENSATION – LOST TIME

Section 1: In the event that an employee is disable by an occupational illness or injury that is compensable under the applicable Worker's Compensation Laws, the Company shall pay to the disabled employee as follows:

1. During the first seven (7) calendar days an employee shall receive his normal wage (regular straight time rate) beginning on the fourth (4th) day.
2. During any period of continued disability beyond seven (7) calendar days, the employee shall be only eligible for and receive whatever benefits he may be entitled under Worker's Compensation.

Section 2: All Worker's Compensation benefits are received by the employee for the period of temporary total disability and during which the Company made payments in excess of the Worker's Compensation benefits, shall be refunded by the employee to the Company. The refunding of benefits to the Company shall not apply to any Workers' Compensation benefits received as an award for permanent injury, which total might exceed his wages for the period of time lost from employment.

Section 3: In the event an employee is injured on the job and is sent home for the day, he will be paid for the full day. If the employee is called to a hearing before the Compensation Board, he shall be paid for time lost (up to eight (8) hours) while attending such hearing.

ARTICLE 30
WAGES

\$16.50	starting
\$17.00	on employee's anniversary
\$17.50	on employee's anniversary
\$18.00	on employee's anniversary
\$18.50	on employee's anniversary
\$19.00	on employee's anniversary

When the employee caps out, they will receive a 2% bonus.

ARTICLE 31
DURATION OF AGREEMENT

Section 1: This Agreement, unless otherwise specifically provided herein, shall become effective on January 02, 2019 and shall continue in full force and effect through January 02, 2022.

Section 2: This Agreement shall supersede any and all prior Agreements.

Section 3: This Agreement, unless otherwise specifically provided herein, shall become effective on January 02, 2019 and shall continue in full force and effective through January 02, 2022.

Section 4: This Agreement shall supersede any and all prior Agreements.

Section 5: This contract may be reopened upon written notice from either party if the work covered by this agreement is put out to bid at either airport by a majority of the airlines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

January 02, 2019

ALLIED AVIATION SERVICES COMPANY OF NEW YORK, INC;

BY: _____

BY: _____

BY: _____

TRANSPORT WORKERS UNION OF AMERICA, A.F.L.-C.I.O., LOCAL 504

BY: _____

BY: _____

BY: _____

SCHEDULE A
JOB DESCRIPTION

1. Monitor and maintain all fueling Racks, Registers, Valves, etc. on a limited basis.
2. Receive incoming fuel from Pipeline:
Duties Include:
 - a. Prepare tanks for filling.
 - b. Tape and stick gauging of tanks before and after delivery.
 - c. Flash point and gravity readings:
(set-up and complete all paperwork according company specifications).
 - d. Be in constant contact with the fuel supplier.
3. Daily draining of Fuel Tanks, Filters (both inbound and outbound).
4. Perform Filter Changes on both inbound and outbound filter separators.
5. Perform facility checks daily:
Duties Include:
 - a. General overview of Fuel Farm.
 - b. Gauge all UST's and AST's according to schedule.
 - c. Update and maintain all daily records (visually inspect all areas for fuel leaks and proceed to correct).
6. Monitor and Maintain Storm Water Treatment Plant for proper operations.
7. Assign Loading Racks to Refuelers and the entrance gate, monitor tank levels of outgoing fuel and challenge all persons entering the Fuel Farm.
8. Monitor catch basins and inspect for product. If found or any other spills occur, operate the VAC truck to do a spill cleanup and or containment cleanup.
9. Work with the various contractors when needed to assist in any housework that is being performed.
10. Maintain and general upkeep of the fuel facility (housekeeping, painting, etc.)
11. Environmental – Boat and Boom deployment, first responders, OSHA certified with frequent recurrent training. Must be qualified to handle and coordinate all types of spill scenarios. Monitor wells and federal wetland by law. Prevent and enforce all fuel spill procedures, policies required by Company, Federal, State and NYC Environmental Laws. Must comply with Federal E.P.A. mandatory facility walk-around every 2 hours to monitor for fuel leaks.

Note: This is a general job description and does not limit any other duties and responsibilities needed to operate our facility safely on a daily basis.

The duties of a Lead Tank person shall be the same as that of a tankman as outlined in the above "schedule B" in addition the lead person must have a working knowledge of the tank farm operation, the individual must have an maintain good attendance and must be able to assign and direct employees within the said classification.

The lead person will also be responsible for submitting written reports and will be required to meet with the manager on a daily basis.