

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LOCAL 504**

**Affiliated with the**

**TRANSPORT WORKERS UNION OF AMERICA**

**And**

**TRIANGLE AVIATION SERVICES, INC.**

**FOR THE PERIOD August 1, 2013 TO July 31, 2016**

**GROUND HANDLING AGREEMENT**

TRIANGLE AVIATION SERVICES AND TWU LOCAL 504

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AGREEMENT entered into between Triangle Aviation Services, Inc. (hereinafter called the "Employer") and TRANSPORT WORKERS UNION OF AMERICA (hereinafter called the "Union"). TO GOVERN ALL HOURS, WAGES AND WORKING CONDITIONS HEREIN SET FORTH, TO CONTINUE FROM August 1, 2013 TO AND INCLUDING July 31, 2016. The term "Employee," or "Employees covered by this Agreement," shall be construed to refer to full time and part time employees except as is by law, or herein expressly or by necessary implications, otherwise provided.

## **SECTION I - PURPOSE OF AGREEMENT**

This Agreement is entered into in the mutual interest of the present and future employees and 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 advancement of said purposes.

## **SECTION 2: RECOGNITION & SCOPE**

(A) The Employer recognizes and acknowledges that the Union shall cover the employees of the employer whose existing work assignments at the John F. Kennedy International Airport Terminal 8 consists of offloading and unloading of baggage and cargo, cabin cleaning.

(B) Employees covered by this Agreement shall be construed to mean employees for the ramp and cabin cleaning operation assigned to work provided for in 2(A) above, other than but not limited to Management, Supervisory, Ground Service Mechanics , and Clerical employees.

(C) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Such notices shall be in writing with a copy to the Union not later than the effective date of sale.

(D) In the event of an official bomb scare notification by the airline, such work as is necessary shall be accomplished with an adequate number of volunteers as determined by management. Such volunteers shall be compensated at two times their basic hourly rate of the time actually worked on the flight involved in the bomb scare with pay for a minimum of four (4) hours.

(E) All full time and part time employees must possess a valid New York State driver's license.

**SECTION 3: WAGES**

(A) Employees who are covered by this agreement and who are hired prior to August 1, 2013 shall receive in accordance with the following schedule:

- (i) In hire rate of: \$9.00 per hour
- (ii) After 12 months (August 1, 2014) \$9.20 per hour
- (iii) After 24 months (August 1, 2015) \$9.40 per hour

(B) Employees who are covered by this agreement and who are hired after August 1, 2013 shall receive wages in accordance to the following schedule:

- (i) In Hire rate of Pay: \$8.00 per hour
- (ii) After 12 months of employment: \$8.20 per hour
- (iii) After 24 months: \$8.40 per hour

(C) The position of Lead shall be the senior most qualified employee as determined and appointed by management. Wherever an employee is assigned to act as Lead, he/she shall receive one dollar per hour (\$1.00) per hour, in addition to his base rate when prevailing. The one dollar per hour (\$1.00) per hour will not be paid on overtime or vacation hours.

(D) All full time employees covered by this Agreement assigned to work certain shifts shall, in addition to their basic hourly wage, receive a shift differential. There shall be no compounding of any shift differential for overtime purposes. The differential shall be paid for each hour actually worked, based on shift starting time, and in accordance with the following schedule:

<u>Shift Starting Time</u>	<u>Hourly Differential</u>
2330 – 0430	\$.50 (Fifty cents) per hour

(E) Any employee (full time or part time) may be required to work split days off and staggered hours. The company has, at its option, the complete right to bid as many split shifts as necessary (100% if necessary) as split. Any employee working a split shift will be paid an additional split shift differential pay of fifty cents (\$.50) per hour. Any full time employee who is required to work a split shift and shift (midnight shift) is entitled to both the shift differential (\$.50 per hour) and the split shift differential (\$.50 per hour).

(F) In no event of the term of this agreement shall a full time or part time employee earn more than \$12.50 per hour.

**SECTION 4: HOURS OF WORK & OVERTIME COMPENSATION**

(A) Full time employee is an employee scheduled to work thirty-five (35) hours or more per week regardless of the number of days scheduled to work per week. Employees can be scheduled to work more than 8 hours on a scheduled basis but if an employee is scheduled

to work ten (10) hours per day. Regardless of hours worked in a day, overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly wage for hours paid in excess of forty (40) hours in a week. In the event an employee is required to work overtime and does not get at least (8) eight hours rest before their next scheduled shift, if the employee calls off, the paid time off will not count against the employee's (40) hours work week.

(B) A day's work shall be exclusive of a lunch break. Lunch breaks can be scheduled for up to one hour but must be at least one half (1/2) hour for lunch, which period shall start not before the end of the third hour and not later than the fifth hour. Employer may limit the lunch period to one half (1/2) hour.

(C) Employee time worked shall be computed from the time he/she is required to report at the regular starting point in uniform and to the time of return to same.

(D) There shall be no pyramiding of overtime.

(E) The Employer has the right to assign employees their shift (starting times and days off). However, the employer agrees that it will use its best efforts to accommodate the most senior qualified employees their choice of the shift (as posted by management). Management has the right to change shifts as often as necessary for any reason; however the employer agrees to give the employee at least 2 weeks' notice of any working schedule shift change that may affect an employee's starting time or days off. The employer does not have to give the employee 2 weeks' notice if the only change in an employee's schedule shift change is if the employee is required to start either one hour earlier or later.

#### **SECTION 5: HOLIDAYS**

The following shall be paid Holidays for full-time and part-time employees:

(A) Holidays: Full Time and Part Time Employees

NEW YEARS DAY  
MEMORIAL DAY  
JULY 4TH  
LABOR DAY  
THANKSGIVING DAY  
CHRISTMAS DAY

Any employee (full time or part time) scheduled to work any of the following holidays; New Year's Day, Thanksgiving Day, or Christmas Day, you will be paid triple time for all hours worked. Any employee (full time or part time) scheduled to work the following 3 holidays; Memorial Day, July 4, or Labor Day you will be paid double for all hours worked. When a Holiday falls on an employee's regular scheduled day off, management will have the option to either have the employee work and earn Holiday pay or pay the employee for one additional day's pay at their normal earnings for that day (Limited to eight (8) hours for full time employees or four (4) hours for part time employees).

(B) The following provision applies to the holidays listed in Paragraph 4 (A) above: Any employee covered by this Agreement actually working during the period in which a holiday falls, must work the scheduled day of his shift immediately prior to a holiday, the holiday (unless granted the holiday off or unless absent for a valid reason which must be supported by a medical certificate signed by a doctor) on the scheduled day immediately after the holiday (regardless of payroll week Sunday through Saturday in which those days may fall) to be paid a day's pay for the holiday.

(C) Employee must have completed the probationary period in order to be eligible for holiday pay. After completion of the probationary period, employees still in the employ of the Employer shall upon submission of a written request, be compensated in accordance with the applicable provision of Section 4, Paragraph (A) above for holidays that fell within the probationary period.

#### **SECTION 6: VACATIONS**

(A) Any full time or part time employee who is in the employ of the Employer shall be entitled to paid vacation each year on the following basis:

- (i) After one (1) calendar year of employment, shall receive five (5) days of vacation
- (ii) After two (2) calendar years of employment, shall receive six (6) days of vacation
- (iii) After three (3) calendar years of employment, shall receive seven (7) days of vacation
- (iv) After four (4) calendar years of employment, shall receive eight (8) days of vacation
- (v) After five (5) calendar years of employment, shall receive nine (9) days of vacation
- (vi) After six (6) calendar years of employment, shall receive ten (10) days of vacation

(B) The qualifying period for vacation shall be the immediately preceding calendar year (January 1 through December 31).

(C) An employee who has completed his probationary period shall be paid for his accrued vacation upon termination of employment with the Company except that he shall not be paid for such vacation if he resigns without giving two (2) weeks written notice of resignation in accordance with Article 10 of this Agreement or if he has been discharged for a cause involving monetary or material loss to the Company.

(D) Employees may request and be assigned split vacation periods providing they so indicate during the vacation selection period which must be approved by the employer's management in writing.

(E) The pay for the vacations shall be made in advance on the payday immediately preceding the employee's vacation shall be based on the employee's base pay for the major portion of the yearly vacation qualifying period.

(F) In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, the employee shall have the choice of receiving an

extra day's vacation with pay or of receiving an additional day's pay for such holiday providing the employee makes the selection at the time vacations are bid.

(G) A record of employee's vacation accrual shall be posted by no later than the second week of December each year. The Employer shall by not later than December 15th, post the number of personnel that will be eligible to take vacations by department at the same time. Insofar as is practical, the Employer shall give preference to senior individuals. The Employer shall assign vacation periods to those employees who fail to give the Employer the time(s) they want to take vacation. The final schedule shall be posted by no later than February 15, of each year. Employees may take their vacation starting any day during a particular work week as long as the starting days and ending days run in conjunction with an employees days off.

### **SECTION 7: SENIORITY**

(A) The probationary period of any employee covered under this Agreement shall continue for a period of one hundred twenty (120) days from the date of initial employment during which period the Employer shall have the right to discharge any such employee within its sole discretion, and it shall not be subject to any other provisions for discharge provided for in this Agreement.

(B) Employees shall be placed on a master interline seniority listing which includes full time and part time employees. Seniority shall be based upon length of service as of date hire. Newly covered employees shall be entitled for the purposes of seniority and the relative seniority among such newly covered employees shall be based upon company date of hire.

(1) The master seniority list will be used in determining the master seniority for giving the most senior part-timers the right to become full timers as long as they have the qualifications. Seniority does not give the employee the right to choose specific unit, run, trip, load, work assignment, or job location.

(C) When an employee has been on the payroll for one hundred twenty (120) calendar days and is still in the employ of the Employer, he/she shall be placed on the master seniority list as of his/her first day of hire. If any employees have the same date of employment, then those individuals' seniority will be determined by the individual's last four (4) digits of their social security number --- those having the lowest number have the highest seniority. No employee can have seniority with more than one Employer. Seniority rights for employees shall prevail.

(D) Additional work units may be established by the Employer on the basis of additional or different functions to be performed.

(E) In the event of reduction of force, employees may exercise their seniority rights to bump less senior employees in any work units (within the recognition and scope of this agreement) provided the senior employee is, as determined by the Employer, qualified to perform the work of the classification into which he is bumping.

(F) Summer vacancies (from May 1st until September 30th) shall not be considered as permanent vacancies. If a summer job becomes permanent in the fall, then it will become subject to review by the Employer. As long as a job has a specified termination date, it shall be considered temporary. If the termination date is indeterminable, then it shall be considered a permanent vacancy. Such temporary summer employees may be employed without recalling employees who may not be on layoff. Said summer temporary employees shall not be subject to any of the terms and conditions of this Agreement, and shall not receive any of the benefits under this Agreement.

(1) The full time summer employees' period will be determined each year by the Company, predicated upon operational requirements that could vary from year to year within a continuous six (6) month period. The full time summer employees' period will not exceed four (4) months, however, the Company will require one (1) additional month due to airlines schedules.

(G) The hiring of summer employees employment shall not cause the layoff of any full time or part time employees.

(H) Within thirty (30) days after signing of this Agreement, the employer shall post in a conspicuous place a list of employees arranged by seniority. Claims for corrections to such lists must be made to the Employer within ten (10) days after posting and after such time the lists will be conclusively regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be submitted to the Grievance Procedure as established by this Agreement.

#### Loss of Seniority

1. Seniority shall be broken only by:
  - a. Discharge
  - b. Voluntary quit
  - c. No work or layoff for more than one (1) year
  - d. Failure to respond to a notice of recall within five (5) calendar days of such notice
  - e. Unauthorized leave of absence
  - f. Unauthorized failure to report to work or scheduled shift.
2. Any employee who is absent because of proven illness or injury shall maintain his seniority, but for a period not to exceed one (1) year.
3. When it becomes necessary to reduce the working force, the last employee on the master seniority list shall be laid off first, as long as the employee is qualified to perform the work assigned. When such employee is to be recalled to work, such employee shall be recalled in reverse order in which such employee was laid off. In the event of a recall, the laid off employee shall be notified by the Employer by mail. The



employee is responsible to keep the Company advised of any address change or advise Employer of current address.

(I) The probationary period of any employee covered under this Agreement shall continue for a period of one hundred twenty days (120) from the date of initial employment with the Employer, during which period the Employer shall have the right to discharge any such employee within its sole discretion, and it shall not be subject to any provisions of this Agreement, including the grievances and arbitration provisions.

#### **SECTION 8: LEAVE OF ABSENCE**

(A) Any employee desiring a leave of absence from his/her employment without pay or other benefits shall secure written permission from both the Union and Employer. The maximum leave of absence shall be thirty (30) days and may be extended for like periods. Permission for extension must be extended for like periods. Permission for extension must be secured from both the Union and the Employer (in writing). During the period of absence the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

(B) Leave of Absence for Union Activities: An employee elected or appointed to a full-time position shall maintain and accumulate seniority with the Employer so long as the employee maintains such full-time position with the Union. Such employee shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period with the same seniority as though the employee is physically qualified to perform the duties which he/she previously performed for the employer provided the company receives no less than a 2-week notice and for no more than one employee at a time.

#### **SECTION 9: MILITARY LEAVE RETENTION OF SENIORITY**

(A) The reemployment and seniority status of any employee hereunder who, while in the active service of the Company, entered the Armed Services or the Merchant Marines of the United States shall be governed by the provisions of the Selective Services and Training Act of 1948, as amended or other applicable law.

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

#### **SECTION 10: TERMINATION OF EMPLOYMENT**

(A) Employees shall give the Company two (2) weeks' notice of resignation in writing. Failure to do so will result in employee's forfeiture of all benefits accrued such as vacation, severance, etc.

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

(C) This requirement of notice set forth in (B) shall not apply in the event of sudden cessation curtailment of operation of cause by an Act of God, or by an order of Government, or by an action of an air carrier or its employees, or by an emergency affecting movement of passengers, cargo or mail.

#### **SECTION 11: PTO BONUS PAY (PERSONAL DAYS/SICK DAYS)**

(A) All full time and part time employees, who were hired prior to August 1, 2013, shall receive PTO bonus pay after one complete calendar year of service, and each year thereafter, to be paid around December 15 of each year. The PTO bonus pay will be equal to the employees normal scheduled 5 days' pay (number of hours employee normally is scheduled to work in a given day multiplied 5 days multiplied by their current base hourly wage in effect at the time PTO are to be paid out.

(B) All full time and part time employees who were hired after August 1, 2013 shall not be entitled to any PTO bonus pay.,

(C) While it is not the policy of the Employer to require a medical certificate for all absences, the Employer reserves the right to require a doctor's certificate whenever circumstances indicate probable abuse of absences.

#### **SECTION 12: FUNERAL LEAVE**

(A) The employer agrees that each full time employee shall be entitled to receive three (3) working days off from work with pay, for the purpose of attending the burial services of any member of his/her immediate family, namely parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, provided that substantiation is submitted at the time the claim is made for pay. If an employee requests and requires more than 3 days off to attend a funeral or take care of family matters; the employer shall make every effort to accommodate the employee by giving him up to 10 days without pay to take care of family matters due to the death of a family member.

#### **SECTION 13: PARKING**

(A) The Employer agrees to share the cost of the monthly parking cost; whereby the employee (full time or part time) will pay fifty percent (50%) of the monthly parking cost and the Company will pay the other fifty percent (50%). All employees (full time or part time) will be required to pay the refundable deposit required for parking privileges; upon returning the parking card, the refundable deposit will be paid to the employer.

#### **SECTION 14: HEALTH AND WELFARE**

- (A) The Employer and the Union agree that if and when the Affordable Health Care Act is becomes law, the Employer and the Union will negotiate Health and Welfare Benefits that meet and/or exceed the Affordable Health Care Act.

#### **SECTION 15: CHECK OFF**

(A) The Employer shall deduct from the wages of employees covered by this Agreement, periodic dues, properly authorized, and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made weekly from the wages of each employee who files with the Employer written assignment, authorizing such deduction, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such dues and initiation fees, as and when deducted, shall be forwarded to the duly authorized representatives of the Union. Properly authorized assessments shall be deemed a part of the dues structure of the Union and shall be deducted in accordance with the dues deduction authorization provided by the union provided that the Union will hold the company harmless for any legal action resulting from implementation of this proposal.

#### **SECTION 16: BULLETIN BOARDS**

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

(B) The contract will be in book form in large bold type to be printed by the Company and distributed by the Union.

(C) The Union President may, upon written request to the Company, designate a maximum of one (1) Union Representatives to be assigned to each shift (maximum of three (3) in totals).

(D) All hearings will be held in the presence of the TWU Local 504 section officer. In the event an employee is caught removing any property or belongings not owned by the employee, fighting or drinking, the employee will be immediately suspended without pay, pending a hearing with the section officer.

#### **SECTION 17: UNIFORMS**

(A) The Employer agrees that if an employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the employer. It is the responsibility of the employee to take proper care and upkeep of the uniform.

(B) Full time/part time employees shall be provided with 3 sets of uniforms upon a first issue, and thereafter the employee shall be provided two (2) sets of uniforms per year, to be issued by August 15 of each calendar year, and one parka every three (3) years.

For all employees:

- a. First year order:
  1. Three (3) pairs of pants or coveralls per year
  2. Three (3) shirts per year
  3. One (1) parka per contract term or as required.
  4. One (1) rain suit per contract term or as required
  
- b. Second and each year thereafter:
  1. Two (2) pairs of pants or coveralls per year
  2. Two (2) shirts per year

c. Employees shall wear the prescribed uniform including safety hat (provided by Employer) while on duty. Employee shall wear gloves provided by the Employer while handling cargo and such other items as the safety of the employee may indicate. Employee shall provide and wear suitable safe work shoes while working irrespective of assignment. Uniforms and other Employer issued equipment shall be stored in lockers provided by the Employer.

#### **SECTION 18: NON DISCRIMINATION**

(A) The provisions of the Agreement will apply equally to all employees regardless of sex, color, race, creed or national origin.

#### **SECTION 19: PAY DAYS**

(A) All compensation payable to employee hereunder shall be paid either weekly or bi-weekly. Checks shall be available on Friday following the work week. The Employer can require the employee to get paid via direct deposit, as long as the check amount is available on the Wednesday following the work week (2 days earlier than normal paycheck).

#### **SECTION 20: NO STRIKE - NO LOCKOUT**

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

## **SECTION 21: MANAGEMENT CLAUSE**

(A) The Union acknowledges that the management of the Company and the direction of its employees, including the establishment of working conditions, work rules, subcontracting, , hiring, promoting, demoting, and rehiring of employees the suspending, the discharging or otherwise disciplining of employees in connection with any reduction or increase in working force, assignment of duties to employee, assignment of work to independent contractors are the exclusive functions of management to the extent that any of such matters are not otherwise covered or provided for in this Agreement; and provided that in the exercise of such functions, 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.

## **SECTION 22: LABOR PRACTICE**

(A) The Employer shall not enter into any other written or oral agreement with any employee or group of employees covered by this Agreement, which in any way violates the wages, hours or working conditions of this Agreement.

(B) The Local Union shall have the right to seek recovery from the Employer in its own name and in behalf of the employee the amount of any wages or other benefits which any member may waive or assign to the Employer.

(C) The Union as well as the members thereof agree at all times, as fully as it may be within their power, to further the interests of the industry and the Employer and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

(D) The management of the Employer and the direction of its employees, including the establishment of working conditions, the hiring, promoting, demoting and rehiring of employees, the suspending the discharging or otherwise disciplining of employees, and the laying off and calling to work of employees in connection with any reduction or increases in working forces, are the exclusive functions of management to the extent that any of such matters are not otherwise covered or provided for in this Agreement; and provided that, in the exercise of such functions, the management shall not violate any provisions of this Agreement and consistent with the requirements of the National Labor Relations Act.

(E) The above enumerated management rights shall not be deemed to exclude other management rights not specifically enumerated.

(F) In the event that payroll errors are made on an employee's paycheck, the Employer will rectify this error, in a separate check, before the next payroll is issued to the fullest extent practicable.

## **SECTION 23: STRIKES & LOCKOUTS/GRIEVANCE & ARBITRATION PROCEDURE**

(A) The Union and Employer agree that there shall be no strike, lockout, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, if any controversy should arise.

(B) Should any dispute or grievance arise between the Employer and the Union, as to the meaning, import and application of, or compliance with the provisions of this Agreement, or should any grievance or dispute arise as between the Employer and the Union, such dispute or grievance shall be settled in the following manner:

- (i) Any decision or agreements relating to the interpretation or applicability of this Agreement mutually agreed to by the Employer and the Union shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.
- (ii) The Employer may discharge or discipline any employee for any just or proper cause, including but not limited to; disobedience, dishonesty, disorderly conduct, negligence, absenteeism or any just and proper cause.
- (iii) The Union may select and designate representative in the respective fields, stations, and other working units as may be necessary for the purpose of representing the employees under the terms of this Agreement.
- (iv) During the probationary period, any employee may be discharged or disciplined at the Employer's sole discretion without recourse to the Grievance Procedure or arbitration.
- (v) A grievance is defined as any question involving the interpretation, application or performance of the terms of this Agreement. Any employee who has a grievance may submit such grievance to his department head within five (5) working days of the occurrence causing such grievance.
- (vi) Any employee who has a grievance, complaint, or feels that he has been unjustly dealt with, may, in five (5) days, submit his grievance to the department head, who shall thereupon either hear the same or designate a representative to hear the same, and within four (4) days after receipt by the Employer of such submission in writing, a hearing shall be held, notice of which shall be given to the employee involved, and to the Union by any written form of verifiable documentation filed nor sending or by letter mailed, at least twenty-four (24) hours prior thereto, and addressing such telegram or letter to the Union and to the employee at his last known address shall be sufficient. Immediately after hearing, the Employer shall render its decision.
- (vii) There shall be established, under this Agreement, a "Field Board" which shall have scheduled meetings at those time the board determines appropriate for the purpose of considering grievances or other complaints or problems which arise from time to time. Grievances which are not satisfactorily settled under the above paragraphs must be

submitted to the "Field Board" within fifteen (15) days after the Employer's answer. The limits may be waived by mutual agreement. Decision of the "Field Board" shall be final.

- (viii) If the Union and the Employer cannot come to an agreement with the disposition of such grievance or complaint made as provided in the above paragraphs, such grievances must be appealed to Arbitration within fifteen (15) days after the decision of the "Field Board", using the services of the FMCS. Time limits may be waived only by mutual agreement in writing. In case there is any dispute between the parties hereto rising out of the interpretation of this Agreement or Contract, then in any such case, at the written request of the party hereto desiring arbitration as herein provided, given to the other party hereto within fifteen (15) days, the matter shall be submitted for decision to an arbitrator selected from a panel provided by the Federal Mediation and Conciliatory Service. All time spent by bargaining unit members in any activities under this provision shall be deemed non-worked, non-paid time.
- (ix) After both the Union and the Company have been given an opportunity to be heard and to submit such proof as may be desired, the decision in writing of such arbitrator shall be binding and conclusive upon the employees to whom this Agreement applies, and upon all the parties hereto.
- (x) In the event that the parties cannot agree upon the time and place to be fixed for such hearing, said arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing, and the filing of a telegram for sending or mailing of a letter containing such notice, shall be deemed to be giving of such notice. Upon the receipt of any party hereto, such arbitrator shall proceed in accordance with, and comply with the provisions of Article 4 of the Civil Practice Act of the State of New York and party thereto may proceed with respect to such arbitration under and pursuant to the provisions of said Article 84 of the Civil Practice Act.
- (xi) In amplification of any and all rights which said arbitrator, and any party hereto, may have pursuant to this Agreement, or by the operation of law, it is agreed that in the event of any breach of this Contract, or of any of the terms hereof by and of the parties hereto, or in the event of any threatened breach hereof, or of any of the terms hereof by the parties hereto, said arbitrator may, as part of his decision award, finding or direction, issue any and all mandatory directions, prohibitions and order as he may deem necessary or advisable, directed to or against any party breaching this Contract, or threatening the breach of same, or any part hereto, and in such event any party in whose favor such award, direction, prohibition or order shall have been made by said arbitrator may thereupon apply to the Supreme Court of the State of New York for the County of New York (that being the Court hereto specified to have jurisdiction) for the confirmation of said award, direction, prohibition or order, and for the enforcement thereof, which the same force and effect and in the same manner, and pursuant to the same proceeding and construction thereof as if such award, direction, prohibition or order were made pursuant to said Article 84 of the Civil Practice of the State of New York.

(xii) One-half (1/2) of the fees due such arbitrator shall be paid by the Employer and one-half (1/2) shall be paid by the Union.

(C) The Employer will establish a system of progressive discipline so as to provide a control of attendance abuses (including tardiness), safety performance (including accidents and injuries), and security violations (excluding theft and pilferage) and overall work performance. System to include:

- Oral warning
- Written warning
- Suspension
- Discharge

#### **SECTION 24: PART TIME WORK**

(A) The employer may also hire part time workers who are not full time employees.

(B) A "part time" worker is one who is scheduled to work no more than thirty-five (35) hours per week, but may exceed thirty-five (35) hours in circumstances beyond the control of the Employer.

(C) Any part time worker with the Employer shall be given preference over new hires for any openings for full time employment. Offers of full time employment, if available, shall be made in the relevant order of seniority and qualifications. A part time employee who is promoted to full time will be placed on the bottom of the full time seniority list, for the purposes of shift bidding, vacation selection and days off bidding.

(D) Part time workers, upon becoming full time employee, shall become eligible of the benefits for full time employees in accordance with the provisions of this Agreement.

(E) Any part time employee called to work shall be guaranteed a minimum of three (3) hours work in any given day.

(F) Part time workers shall be on probation for the first one hundred twenty days (120) worked. After said probationary period, said workers shall be covered by all aspects of the grievance procedure; after said probationary period, a part time worker will be offered a minimum of twenty (20) hours per week but at the option of the employee may be scheduled less than 20 hours per week.

(G) Unless herein expressly otherwise provided, part time workers shall not be entitled to the other benefits set out in this Agreement.

(H) During the period May 1st to October 1st, the Union agrees that the 35 hour or less per week stipulation for part time workers will not be operative.



- (I) The ratio of full time employees to part time employees is at the discretion of the Employer in order to provide all shift coverage to satisfy the airline change in schedules.

**SECTION 25: TERMS AND CONDITIONS OF EMPLOYMENT**

(A) Any employee that is involved in a personal injury vehicle accident; and/or aircraft accident, the employer has at its sole option the right to require the employee to take a drug and/or alcohol test immediately following any incident the employee is involved in. The number of tests in which the employee is asked to take is unlimited as long as it is taken immediately following any incident the employee is involved with.

(B) No employees are allowed to play radios and/or walkmans on the ramp, cargo areas or other areas while on company time with the exception of the Triangle locker room(s). If employee violates this provision, then the employee is subject to disciplinary action.

(C) No employees are allowed to bring to work and/or leave work carrying any type of bag and/or pocketbook. If employee needs bag to carry books, clothes, other items then the Employer has the right to inspect the bag(s) anytime while on company time and/or areas that are considered restricted to the public.

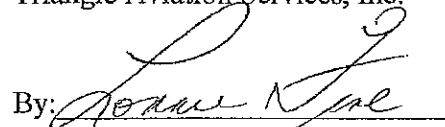
Any payments or privileges granted by the Employer in excess of the foregoing shall not be deemed a waiver thereof, nor shall they be deemed a precedent for corresponding action to favor others.

In witness whereof, the parties hereto have signed this Agreement the day and year first written above.

Transport Workers Union of America  
AFL-CIO

By:   
Dane Stricoff  
Executive Vice President

Triangle Aviation Services, Inc.

By:   
Lonnie Fine  
President/CEO

By: 7/24/2013

By: 7/24/2013