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PREAMBLE

This Agreement is entered into under the terms of the National Labor Relations Act, as amended, by and between Macquire Aviation North American 2, Inc., Westchester County Airport Project, its successors and assigns, (hereinafter referred to as the "Company") and Local I-62 of the International Association of Fire Fighters, Inc. (hereinafter referred to as the "Union" as representatives of the employees in the classification of Airport Operations Coordinator.

ARTICLE 1 RECOGNITION AND SCOPE

(a) The Union is recognized by the Company as the sole collective bargaining agent for those employees of Macquire Aviation North America 2, Inc., based at Westchester County Airport, New York, its successors and assigns, in the classification of Airport Operations Coordinator, said Union having been certified as representing those employees in conformity with the provisions of the National Labor Relations act as amended.

(b) It is understood and agreed that nothing in this Agreement shall preclude, on a temporary basis not to exceed fourteen (14) days, management personnel of the Company, outside of the classification of Airport Operations Coordinator from performing primary work normally performed by employees in that classification. In addition, the Company can add to or subtract from the duties to be performed by employees in the classification of Airport Operations Coordinator. Primary work shall include aircraft rescue and fire fighting and duties historically performed on the operations bridge.

It is understood and agreed that nothing in this Agreement shall preclude, on an Airport Operations Coordinator from performing work normally performed by employees in that classification, or of the Company adding to or subtracting from the duties to be performed by employees in the classification of Airport Operations Coordinator. However, the language in this paragraph shall not be used to displace or replace regular employees in the classification of Airport Operations Coordinator.

(c) The Company agrees that no employees covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

(d) It is expressly understood and agreed that this Agreement and Appendices or Supplements thereto supersedes any and all Agreements now existing or

previously executed between the Company and the Union or individual affecting the craft or class of employees covered by this Agreement.

- (e) It is understood by the parties that prime snow removal and security work does not come under the work jurisdiction of this bargaining Agreement.

ARTICLE 2 SENIORITY

- (a) New employees shall be considered on probation for a period of nine (9) calendar months or one hundred and eighty (180) actual days worked, whichever is the greater, from the employee's start date. The Company shall have the right to require a pre-employment drug test and a physical examination. To successfully complete the probationary period, employees must satisfy all qualifications set forth in the classification designation in Appendix A.
- (b) The relative Union seniority of new employees hired on the same date shall be determined by the employee's start date. If a reduction in force is necessary, employees shall be laid off in reverse Union seniority order.
- (c) Seniority rights of an employee who, on the date he is laid off, has less than one year of compensated service under this Agreement shall terminate if he is not rehired within an equivalent period of time.

Seniority rights of an employee, who on the date he is laid off, had one year or more of compensated service under this Agreement, shall terminate if he is not rehired within twelve (12) months after layoff.

1. Re-employment after a layoff or demotion shall be in accordance with Union Seniority. The Company shall send a notice of rehiring by registered mail to the last address on file and if the employee fails to report to work within fifteen (15) calendar days, he shall lose all seniority rights. It is the employee's responsibility to ensure that their current address is in the personnel file.
 2. An employee who refuses recall loses his recall rights and Union seniority.
- (d) Union seniority shall govern choices of shifts, days off and vacations.

- (e) An employee who accepts an assignment in a supervisory capacity in management of the Company, and who had accrued Union Seniority under the Agreement at the time of such assignment, shall retain the Union seniority accrued while serving under the Agreement for a period of sixty (60) days from the date of such assignment. During such sixty (60) day period, he shall have the right to displace under the Agreement. In the event he does not displace during such, he shall lose all seniority under the Agreement.
- (f) An employee who is discharged for just cause or who resigns from the service of the Company shall lose all seniority rights.
- (g) Work schedules (days off and shifts) shall be re-bid on a quarterly basis during the months of March, June, September, and December each year. Work schedules will become effective on the first Saturday in the months of January, April, July, and October. The Company shall post the new schedule a minimum of fifteen (15) days prior to the effective date. Employees may submit preferences up to seven (7) days in advance of the effective date. An employee who is unavailable, or who fails to file a preference, shall be assigned to the remaining work schedules after bidding is completed. The Company shall post the new schedule at least five (5) days prior to the effective date.
- (h) An employee who has completed his probationary period shall be paid for his accrued, unused vacation and floating holidays upon separation of employment with the Company, except that no employee shall be paid for such vacation or floating holidays if, he resigns without giving (2) weeks written notice of his resignation, he resigns with two (2) weeks notice, but does not work the two weeks, or if he has been discharged.
- (i) Union seniority shall govern original annual vacation choice subject to operating needs. Once the Company has granted a specific period of time as a vacation period to an employee, it may not alter such vacation period unless such alteration is based on operational necessity.

ARTICLE 3 AUTOMATION CLAUSE

In the event new equipment is introduced by the Company, present employees shall be offered the opportunity to be trained by the employer to operate such equipment. Any such training shall be at the time and expense of the Company. It is also understood that the Company may remove or otherwise eliminate equipment.

**ARTICLE 4
HOURS OF SERVICE AND OVERTIME**

- (a) The work week shall consist of five (5) consecutive days within any consecutive seven (7) day period. The work day shall consist of a twenty-four (24) hour period and a regular day's work shall consist of eight (8) consecutive hours, inclusive of a thirty (30) minute paid meal period. Employees covered by this Agreement are expected to be at their work stations ready to begin work at the start of their shift.
- (b) Assignment of employees to schedules, locations of work, days off and hours of duty will be determined and posted by the Company and may be changed from time-to-time as necessary to maintain efficient operations. . However, for a bona fide operational need, the Company may change any employee's start time within his scheduled shift on a daily basis without penalty.
- (c) Overtime compensation shall be computed based on actual time worked to the nearest one-half (1/2) hour period.
- (d) No overtime work shall be required or permitted except by direction of the proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained.
- (e) Overtime records shall be logged daily in the work unit on a described form and will be secured by management to avoid tampering, but shall be available for inspection by employees. Time and one-half the regular hourly rate shall be paid for all work done at Company request before or after an employee's regular assigned daily hours of work provided the employee works his entire regularly scheduled shift; for all work performed at the Company request on an employee's regular day off provided the employee works his entire regular schedule for the week; for all work after eight (8) hours of straight-time work in any work day; and after forty (40) hours of straight-time work in an employee's work week.
- (f) Time not worked but for which compensation is provided while on bereavement leave, jury duty, floating holidays, or vacation, shall be considered time worked for purposes of computing overtime.
- (g) Hours of work shall be compensated for at the hourly rates stipulated in Appendix E.
- (h) Overtime hours shall be offered for not less than four (4) hours to any employee called back for any duty not continuous with his regular working hours.

Overtime rates shall be paid for time actually worked to any employee scheduled or called into work prior to and continuous with his regular work day provided the employee works his entire regularly scheduled shift. Employees who are on the premises and are requested to start early or leave late shall receive pay for time actually worked rounded to the nearest one-half (1/2) hour worked.

- (i) Employees will be required to work a total of eight (8) elapsed hours, during which, on straight time, they will be granted a thirty (30) minute meal period without loss of time. Meal periods in excess of thirty (30) minutes may be agreed to by the parties in accordance with the Article entitled Mutual Agreements; however, such agreement to extend the thirty (30) minute meal period will extend the eight (8) elapsed hours by the same amount of time. In no case shall the total meal period exceed one (1) hour. A supervisor shall be permitted to fill-in-for the employee on a meal period.
- (j) No employee shall receive more than time and one-half his regular hourly rate for any hours worked.
- (k) All overtime worked before and/or after, and continuous with a regularly scheduled tour of duty, shall be considered as work performed on the day in which the regular tour of duty started.
- (l) Employees will not be required to absorb overtime by taking time off.

ARTICLE 5 OVERTIME DISTRIBUTION

- (a) The principles of equal distribution and advance notice of overtime will be applied as provided herein.

As used herein, the term "overtime" shall mean:

1. All time worked before or after an employee's regular scheduled hours.
 2. All time worked within a day or part of a day during which the employee was not scheduled to work.
 3. All time worked on a floating holiday.
- (b) No overtime work shall be required, proffered, or permitted except by direction of the proper supervisory personnel of the Company, except in an emergency where prior authority cannot be obtained.
 - (c) For the purpose of this paragraph, the following words are understood to mean:

1. Unit – Overtime work unit.
2. Record – Overtime Records.
3. Low Employee – Qualified employee with the lowest total hours.
4. An Assignment – A requirement for overtime where continuity is not a factor.
5. Charged – Total recorded hours.
6. Paid – Overtime actually worked and paid.
7. Excused – Proffered and refused.
8. Total Hours – Sum of paid and excused.
9. Qualified Employee – Meets and maintains the requirements identified in Appendix “A”.

(d) For purposes of equalization of overtime, the overtime work unit shall consist of all employees in the classification of Airport Operations Coordinator on all shifts and days off. When overtime is required, it shall be proffered as outlined below to the qualified employee with the lowest total hours on the records of the overtime work unit. The Duty Supervisor does have the option to offer overtime to employees on probation, based on operational needs or requirements.

The steps outlined herein shall be used in the order set forth below to proffer overtime assignments.

1. Holdover

Proffer within the unit to the low employee(s) whose scheduled quitting time coincides with the beginning of the assignment.

2. Early Call-In

Proffer within the unit to the low employee(s) scheduled to work whose starting time coincides with the estimated expiration of the assignment.

3. Recall

Proffer within the unit to the low employee(s) for whom it is a regularly scheduled work day.

4. Sixth and Seventh Day

Proffer within the unit to the low employee(s) for whom it is a regularly scheduled day off.

5. Assigned Overtime

Employees will be assigned in accordance with subsection (j) of this Article.

- (e) Overtime records will be updated daily and will reflect the cumulative overtime worked and refused each day. This record will commence on the first Saturday in January, April, July, and October of each year.
- (f) The Union recognizes that in assigning overtime management must also consider availability of employees and requirements of the job.
- (g) The Union also recognizes that under no circumstances will employees be paid for overtime not worked.
- (h) Overtime will be charged as follows:
 1. All overtime shall be charged in terms of the total hours paid on an overtime basis. Only employees actually contacted either in person or by telephone will be charged for overtime refuse.
 2. An employee who refuses offered overtime work shall be charged as in #1 above including all hours worked to complete the assignment exceeding those hours originally offered.
 3. A newly hired employee shall be charged with the average overtime of the work unit when, in management's opinion, he becomes qualified to work overtime assignments. However, an employee will not be considered to have satisfactorily completed his probationary period by having worked an overtime assignment.
 4. An employee who is a member of a military reserve unit and is required to attend a scheduled reserve meeting on an evening or weekend, or an annual encampment or cruise, or an emergency call to duty, will be excused from overtime work. Overtime will not be charged for time served in military reserve.
 5. Management may excuse employees from overtime work to attend regularly scheduled Local union meetings provided that the Local advises the Company in advance of the meeting dates and time. Efforts will be made to excuse officers of the Union. Overtime will not be charged in the case of employees excused to attend such Local meetings.

- (i) If an oversight in an overtime assignment of personnel is brought to management's attention, the eligible employee will be offered the next available overtime assignment(s) on the employee's shift. If the employee refuses the assignment, the regular overtime distribution procedure shall then be followed as set forth above. Such oversight must be submitted within five (5) calendar days he claims overtime availability, or the opportunity for remedy of such oversight will be forfeited.
- (j) Except as required to maintain operations, which include but are not limited to emergency situations, employees shall not be required to work overtime against their wishes. However, if sufficient volunteers are not obtained under paragraph (c) above, the employee(s) in the initial step proffered, and each step in turn thereafter until the Company satisfies its staffing requirements, with the highest excused (proffered and refused) hours recorded, will be assigned and shall be required to work. It is understood that the Company shall only be required to contact respective employees not at work to proffer voluntary overtime with one telephone call to each such employee before the Company can resort to forced overtime to satisfy staffing requirements. An employee failing to report for such assignment without substantiated justifiable cause as determined by the Company, i.e., the failure is occasioned by circumstances beyond the employee's control, is subject to discipline.
- (k) The company will make every reasonable effort, consistent with its operating requirements to give affected employees two (2) hours' notice of overtime work assignments.
- (l) An employee is not eligible for overtime during his vacation period.
- (m) The company reserves the right to cancel overtime assignments for good cause without penalty.

**ARTICLE 6
REPORTING AND NOT USED**

Any employee called to work permitted to come to work on the employees' regular work day when there is temporarily no work because of an Act of God or circumstances over which the Company has no control or work stoppages and strikes, shall receive a minimum of six (6) hours of pay at regular hours rates, unless notified that there will be no work at the close of the last shift he worked or sixteen (16) hours before the start of his regular work shift, whichever is the shorter.

**ARTICLE 7
TRAINING OR TEMPORARY ASSIGNMENT
AWAY FROM HEADQUARTERS**

- (a) An employee assigned to Company-required training or temporary voluntary assignment shall be given three (3) work days notice of re-assignment.

An employee re-assigned under this paragraph shall be compensated in accordance with his new work schedule but in no event shall re-assignment of such individual result in a reduction in the standard pay for his regular assignment. He shall be reimbursed for transportation and lodging expenses, in connection with his training assignment in accordance with applicable Company policies. Voluntary assignments under this Article will be based on senior qualified volunteer.

- (b) Travel time shall be based on block-to-block flight time plus one-half (1/2) hour prior to departure and one-half (1/2) hour after arrival.

1. When an employee travels on a regular scheduled work day, he shall be paid for one work day at his regular time.
2. When an employee travels and works on a regularly scheduled work day, all travel and work in excess of eight (8) hours shall be paid at one and one-half (1 ½) times his regular rates.
3. When an employee travels on a regularly schedule day off, he shall be paid at one and one half (1 ½) times his regular rates, hour for hour, but not to exceed eight (8) hours pay in any (24) hour period.

- (c) An employee whose day off changed and thereby works a sixth (6th) and/or seventh (7th) day will be paid at one and one-half (1 ½) times his regular rate of pay.

**ARTICLE 8
LEAVE OF ABSENCE**

- (a) Upon approval of the Company, a leave of absence may be granted an employee. Unless otherwise provided by law, the Company shall retain the right to grant or deny requests for leave of absence in whole or in part in its sole discretion. In reaching its decision, the Company shall evaluate the reason for the request and the Company's operating needs. During such leave, the employee's Union seniority shall accumulate, but the employee's Company service time shall not accumulate. If applicable, the Company will comply with the Federal Family and Medical Leave Act of 1993, in which event the provisions of that Act shall apply, notwithstanding provisions in this Agreement to the contrary.

- (b) An "original" leave of absence without pay will be granted in increments of up to a maximum of ninety (90) days, and will only be granted in writing.

Original leaves of absence or extensions thereof shall not be granted for an indefinite period.

A written request must be submitted by the employee to management at least (7) calendar days prior to the effective day of leave.

Time limits specified above shall not apply to emergency leaves of absence (e.g. emergency medical); however, the requested form must be submitted at the earliest possible date and in no case later than ten (10) days after commencement of the emergency leave of absence.

Leave of absence extensions will not be granted unless requested in writing and such Company approvals have been secured. Such approvals must be obtained and filed with the Company and Union at least seven (7) calendar days prior to the expiration of the initial or previously approved leave. The provisions of this sub-paragraph shall not apply to an employee who is absent as a result of an approved long-term disability leave.

Employees absent on leave who engage in other employment will lose their seniority.

An employee on absence for a period of more than twelve (12) continuous months, or commensurate with the employee's length of service, whichever is less, shall lose all seniority rights under the Agreement.

Failure to follow the procedure as established above will result in termination of employment and loss of seniority rights.

- (c) An employee who fails to report for duty at the expiration of his leave of absence shall be considered out of the service and shall forfeit all seniority except when failure to report on time is due to justifiable circumstance beyond the control of the employee, as determined in the sole discretion of the Company. It will be the responsibility of the employee to notify the Company within three (3) calendar days of the reason for his failure to report as scheduled.
- (d) Except for employees absent because of personal illness or as may be provided elsewhere in this Agreement, an employee cannot return to work prior to the expiration date of his leave of absence.
- (e) In meritorious cases, the Company, at its sole discretion, may pay disabled employees full wages or partial wages for such periods as it deems proper over and beyond its obligations under applicable Workmen's Compensation laws.

- (f) Unless otherwise required by law, as addressed in subsection (a) above, time spent on a leave of absence which exceeds fifteen (15) calendar days shall not count for vacation, sick leave, pay review, or for pension purposes, nor, unless otherwise required by law, will the employee be eligible to receive medical benefits. However, at the employee's sole expense, unless otherwise required by law, the employee may elect to continue to be eligible to receive medical benefits while on an approved leave of absence by making the necessary contributions for such coverage.
- (g) Notwithstanding other provisions of this Agreement, time spent on a leave of absence occasioned by an industrial illness or industrial injury shall not affect the employee's wage review period to the extent that such wage review is automatic.
- (h) In the event of a death in the immediate family of an employee, he will be granted no more than three (3) work days' emergency leave with pay for the purpose of attending funeral service. For the purpose of this paragraph, the immediate family is defined as the employee's father, mother, sister, brother, spouse and children of the employee. In the event of a death of a relative not in the immediate family of an employee, he will be granted one day emergency leave with pay to attend funeral services. For the purpose of this paragraph, a relative not in the immediate family of the employee is defined as the employee's grandparents, father-in-law, or mother-in-law. Employees may be required to substantiate that the death has occurred. This paragraph shall not apply to probationary employees, who may be permitted time off without pay. Requests for time off for other funeral services will be considered on an individual basis, with the general rule that vacation time will be used for this purpose.

ARTICLE 9 MILITARY LEAVE-RETENTION OF SENIORITY

Employees in the armed forces of the United States will be governed by the Uniformed services Employment and Reemployment Rights Act (USERRA) and any applicable state and local laws.

ARTICLE 10 RETURN FROM ABSENCE

An employee returning from an unpaid leave of absence, irrespective of the specific kind of leave including leaves for Workmen's Compensation, may return to his former position providing it has not been abolished or a senior employee has not exercised displacement rights thereon; or may, upon return, exercise seniority rights on any position bulletined during such absence. In the event the employee's former position has been abolished or a senior employee has exercised displacement rights thereon, the returning

employee will have the privilege of exercising his seniority rights over junior employees upon return. Employees displaced by his return will be affected in the same manner.

ARTICLE 11 SICK LEAVE

The Company provides paid sick leave benefits for periods of temporary absence due to injury or illness to all regular full time employees who have completed one (1) month of continuous service. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Sick leave is not intended as a substitute for vacation or personal leave.

Employees will accrue one (1) sick day every two months of active service, up to a maximum of six (6) days. Sick days will be accrued in the following two-month increments, for which the employee must work during the entire period exclusive of vacation, jury duty, floating holidays, bereavement time off, or paid sick leave accrued under this article.

January – February	July - August
March – April	September - October
May – June	November – December

Employees who have worked for the entire year, between January 1 and December 31, will be compensated for their unused sick time at thirty percent (30%) of the value of the unused sick time earned in that year based on their current hourly rate of pay.

In addition, all unused sick time will be carried over and maintained in an employee sick bank up to thirty (30) days. Accumulation of unused sick time is not contingent on the requirement to have worked the full year.

Employees who are unable to report to work due to illness or injury should notify the Duty Supervisor at least one hour before the scheduled start of their shift assignment. The direct supervisor must also be contacted on each additional day of absence except for absences of a predetermined duration. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits such as workers' compensation and/or short-term disability.

Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or Company provided disability insurance programs. The combination of any such disability payments and sick

leave benefits cannot exceed the employee's normal weekly earnings, exclusive of overtime. At no time will accrued sick time be paid out to employees at time of separation with the Company.

Unreported Absence: An employee who fails to report for work for three (3) consecutive working days and fails to notify the Company of the absence will conclusively be deemed to have resigned. This does not relieve an employee of the obligation to call in for each day of absence.

In the event an employee takes sick day(s) in conjunction with a floating holiday or a vacation day, the employee will not be paid for the sick time, unless a Doctor's note is provided on the employee's return to work. Employees are required to be regular in their attendance. Failure to meet this basic requirement shall subject such employees to progressive discipline.

ARTICLE 12 HOLIDAYS

- (a) Each employee is entitled to twelve (12) floating holidays per year, which can be taken as time off or as pay for the time worked. Employees floating holiday schedule is as follows:

January 2 nd - June 30 th	6 Floaters
July 1 st - December 18 th	6 Floaters

1. An employee must work the semi-annual period to be entitled to all the floating holidays allowed in within that 6-month period. The floating holidays allowed within each semi-annual period will be prorated for the time actually worked.
2. Floating holidays cannot be carried over.
3. Employees will be granted floating holidays as permitted by department staffing requirements.
4. Floating Holiday priority will be:
 - Designated in conjunction with vacation period. A vacation period is defined as five or more consecutive vacation days.
 - First come, first served.
5. No overtime will be proffered to an employee on the employee's day off, if a floating holiday is taken in conjunction with the employees scheduled days off.

6. If an employee has any floating holiday time remaining at the end of the semi-annual period, the floating holiday time will be submitted on the employee's final timesheet for that semi-annual period as time worked.
7. Where regularly scheduled shifts commence between 11:00 p.m. but prior to 12:00 midnight, the shift commencing on the holiday eve shall be considered as the holiday for the purpose of determining the day to be observed.

ARTICLE 13 JURY DUTY

Employees who have completed their probationary period and who are called to serve on state or federal juries will be paid the difference between their regular rate of pay and the amount they receive for jury duty for each regularly scheduled day of work they perform jury service to a maximum of ten (10) work days per year for petit jury or twenty (20) work days per year for grand jury. Employees shall report to work when they are excused from jury service and more than four hours remain on their shift.

It is understood that there may be some delay in receiving remuneration from government officials jury duty. The procedure that will be followed is that the employee will receive his regular pay from the Company and when the employee received his check for jury duty pay, the employees shall endorse this check over to the Company. An employee scheduled to work other than the day shift who is called for jury duty will be assigned to the day shift during the period he/she serves as a juror.

ARTICLE 14 HEALTH AND SAFETY

- (a) Employees will participate and support the efforts of the Airport Environmental Management System.
- (b) The Company may at any time require an employee hereunder to take a physical examination by a Company physician to determine fitness for the position, in which event it shall be at no cost to the employee. The physician shall only provide such information to the Company as is necessary to determine fitness for the position. The Company also reserves the right to test employees for alcohol and drug use based upon reasonable suspicion, periodic testing, random selection or applicable law, and including, but not limited to, the Drug Free Workplace Act of 1988, Federal Department of Transportation Amendment to 49 CFR Part 29, and Federal Aviation Administration regulations.
- (c) An employee hereunder who, during regular working hours, is excused at the direction of the Company to be treated by a Company physician or nurse will suffer no loss in pay.

- (d) The Company shall furnish prescribed standard safety equipment for employees working on hazardous or unsanitary work, and employees will be required to use such equipment, and in the appropriate manner, while performing such work. Employees meet all applicable OSHA and applicable NFPA safety standards required for respiratory protection.
- (e) The Company shall promptly notify the employees and the Union of the use of any material, equipment or procedure known by the Company to be hazardous to the employees exposed and the known procedures to control the hazards. The Company will provide the Union with the results of any management or governmental health and safety surveys in which employees represented by the Union participate.
- (f) The Company will provide Airport Operations Coordinators with Personal Protective Equipment (PPE), which meet applicable OSHA and NFPA safety standards.

ARTICLE 15 UNIFORMS

- (a) Company provided uniforms and uniform replacements are required to be properly worn and maintained by employees covered by this Agreement. Employees shall comply with uniform standards as specified by the Company.
- (b) At the Company's expense, on an annual basis, employees who have completed one year of service shall receive a \$400.00 payment for the maintenance and cleaning of their uniforms and for the purchase of shoes and belts. Minor repairs of uniforms shall be the responsibility of the employees.
- (c) The Company will provide replacement uniforms annually on an as needed basis at no additional cost to the employee. Uniforms damaged in the line of duty beyond repair will be replaced at the expense of the Company.
- (d) New employees will receive a one-time reimbursement up to a maximum of \$120.00 for Company approved shoes and Company approved belts upon submission of valid store receipt.

ARTICLE 16 TUITION AID PROGRAM

All employees covered by this Agreement shall be eligible to participate in the Tuition Aid Program as provided in the Macquire Aviation North 2, Inc. Administrative Manual

as it may be amended from time to time. Periodically the Company will furnish the Union with the names of employees participating in such program.

ARTICLE 17 EQUAL TREATMENT

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees regardless of sex, age, color, race, or creed, national or ethnic origin, or any other designated group in accordance with applicable local, state, and federal laws.

ARTICLE 18 MUTUAL AGREEMENTS

Exceptions, agreements, or modifications of this Agreement, may not be made except by mutual agreement in writing between the Airport Manager or his designee for the Company and the President of Local I-62 or his designee.

ARTICLE 19 DISCIPLINE, DISCHARGE, AND GRIEVANCE PROCEDURE

- (a) The Company has the right to discharge or discipline any employee for violation of Company promulgated policies, rules and regulations, incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism or any just and proper cause.
- (b) The Union shall be notified of all hearing and grievance meetings to be held and shall have the right to participate in such hearing or grievance meeting. It is understood that an employee subject to disciplinary action shall be entitled, upon his request, to representation by his Union Representative.
- (c) During the probationary period, an employee may be discharged or disciplined at the Company's sole discretion without recourse to the Grievance Procedure.
- (d) 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 in writing to his immediate supervisor within ten (10) calendar days of the occurrence cause such grievance, or the matter shall be considered resolved and the Company decision final.

If the Union is not satisfied with the disposition of such grievance or complaint made as provided in the paragraph above, such grievance may be appealed in writing to the Airport Manager within fifteen (15) calendar days of the response

or the grievance shall be considered resolved and the Company decision shall be considered final. If the Union is not satisfied with the decision of the Airport Manager, the Union may petition the American Arbitration Association to provide a list of seven (7) arbitrators from which the arbitrator shall be chosen. The Union and the Company shall alternately strike one name from such list until one name remains and that person shall be the arbitrator. The union petition must be mailed to the American Arbitration Association, with a copy to the Company, within fifteen working (15) days of the response or the grievance shall be considered resolved and the Company decision shall be considered final. The decision of the arbitrator shall be final and binding. In reaching a decision, the arbitrator shall be restricted to the specific terms and provisions of this Agreement and shall not have the authority to add to, subtract from, or in any way alter or modify the terms of this Agreement. The cost of the arbitrator shall be shared equally by the parties. In all other respects, the parties shall bear their own costs.

- (e) 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 parties shall choose a disinterested specialist in the medical field involved to make a final and binding determination in the same manner as resolution of other disputes as outlined in paragraph (d) above.
- (f) If, in the case of an employee who has been suspended, disciplined or discharged, the decision of the Hearing Officer results in complete exoneration and the employee is returned to pay status, such reinstatement shall be without loss of seniority and the employee shall be paid for all time lost. The service record of the employee shall be corrected as stipulated in the decision.
- (g) All grievances and appeals must set forth specifically the contract sections(s) alleged to have been violated and include an explanation of the alleged violation(s).

ARTICLE 20 MANAGEMENT CLAUSE

- (a) Except as limited by a specific provision of this Agreement, the Company shall continue to have the right to take appropriate action in managing the worksite. The Company's failure to exercise any function reserved to it shall not be deemed to be a waiver of any such right.
- (b) Except as hereinafter provided, it is agreed by both parties to this Agreement, that the Management of the worksite and direction of the working forces, the maintenance of order, discipline and efficiency including the right to direct, plan and control worksite operations, to schedule working hours or production, the right to hire, promote, transfer, suspend, discipline, or discharge employees for

just cause or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved facilities, the materials or equipment to be used, the discontinuance of any products, material or methods of operations, to manage the worksite, the preparation of any and all production time records or similar forms and records, the establishment, revision and implementation of reasonable Company rules and regulations necessary for properly conducting its business, including, but not limited to, an attendance policy, drug/alcohol testing policy, or smoking policy, which are not contrary to this contract, are vested exclusively in the Company subject to the specific provision of the Agreement.

- (c) The Union, on behalf of its members, recognizes and agrees on the principle of a fair day's work for a fair day's pay and, within the limitations imposed by this Agreement, pledges to support the Company's "Excellence in Customer Satisfaction" program, in that the jobs covered by this Agreement and the job security of the employees is best protected through efficient operations.

ARTICLE 21 NO STRIKE – NO LOCKOUT

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 a strike, sit-down, stay-in, slow-down, sick-out or refusal of overtime while this Agreement is in effect. Employees in violation of this Article are subject to termination.

ARTICLE 22 UNION REPRESENTATION

- (a) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as a representation of the Union so long as such acts do not interfere with the conduct of Company business or constitute lawful activity under the National Labor Relations Act that is not prohibited by this Agreement, nor shall there be any discrimination against any employee because of Union membership or lawful activities.
- (b) Mutual agreement between the Company and the Union for extension of time limitation governing the Grievance Procedure will not be considered a violation of terms of the Agreement. Agreement for such extensions must be in writing to be valid.
- (c) The Company agrees that International Union Representative, or Local Union President, or his representative can enter the Company's premises during working hours upon notification to the Company for the purpose of adjusting disputes and/or observing working conditions.

**ARTICLE 23
BULLETIN BOARDS**

The Company shall provide bulletin boards at all locations and work areas for use of the Union. All notices placed on such bulletin boards shall relate solely to official Union business and shall be signed by a duly authorized representative of the Union.

**ARTICLE 24
PRINTING AGREEMENT**

This Agreement shall be printed within a reasonable time by the Company and if sent to a print shop, it shall be to a Union print shop, and each employee coming within its scope shall be entitled to a copy upon his/her hiring date. The Union shall also receive a reasonable number of copies.

**ARTICLE 25
SAVING CLAUSE**

If any provisions or the enforcement or performance of any provisions of this Agreement is or shall at any time be determined to be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law.

If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

In the event any provision of this Agreement becomes invalid due to the foregoing, the parties agree to meet immediately solely to negotiate replacement provisions for such invalid provisions within the limits of the law.

**ARTICLE 26
MISCELLANEOUS**

- (a) Employees covered by this Agreement shall be governed by Company rules, regulations, and orders issued by properly designated authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and no new rules, regulations or order will be considered effective until such new rules, regulations, or orders have been conspicuously posted in the working areas at least one (1) week prior to the effective date.

In the event there is any conflict between the provisions of this Agreement and Company policy applicable to employees covered by this Agreement, the provisions of this Agreement shall apply.

- (b) It is understood wherever in this Agreement employees or jobs are referred to in the male gender, it shall be recognized as referring to both male and female employees.
- (c) An employee shall have access to and the right of inspection of his personnel record in the presence of a Company representative during normal business hours.
- (d) The nature of the Company's business requires that uniformed and non-uniformed employees present an acceptable appearance. Hair, clothing, make-up, and accessories should neatly and reasonably conform to contemporary standards appropriate to the working environment and those generally accepted by the community, which such work is performed. The company will not take administration action unless the employee has been advised previously that his or her appearance is inappropriate.
- (e) In accordance with the established policy of the Company, employees whose wages become liable to garnishment or attachment will be subject to Company administrative action but within the limits of the applicable local, state, and federal laws.

**ARTICLE 27
VACATIONS**

- (a) Employees shall be entitled to a paid vacation on the following basis:
 - 1. Upon the employee's initial start date, vacation days will be accrued monthly at a rate of 0.834 days per month of active service.
 - 2. Upon the employee's completion of five (5) years of service, commencing at the start of the following month, vacation days will accrue at a monthly rate of 1.250 days per month of active service .
 - 3. Upon the employee's completion of twelve (12) years of service, commencing at the start of the following month, vacation days will accrue at a monthly rate of 1.667 days per month of active service.
 - 4. Employees may accrue and liquidate vacations within the same calendar year.
 - 5. Vacation days shall be liquidated within a 24-month period from the time of accrual, and if not used in such period, shall be forfeited.
 - 6. The above vacation accrual shall be prorated to reflect loss time. However, vacation, floating holidays, jury duty, bereavement leave, and

paid sick leave, under Article II, shall be recognized as active service for vacation leave accruals.

- (b) Vacation periods shall be available for selection on November 1st of each year for vacations to be liquidated during the next vacation year. Employee vacation choices must be completed by December 1st with vacation assignments posted by the Company on or before December 15. Employees scheduled to be on vacation during the selection period (November 1 to November 30) must submit their vacation choices in writing to their supervisor prior to such vacation. Failure to do so will result in the forfeiture of their choice of vacation periods and they will select from the periods still available upon their return to work. Vacation will be schedule in accordance with Article 2.
- (c) After the posting of vacation schedules each year, employees may file a Vacation Change Request. Such requests will be maintained for the unit as a waiting list. Vacation periods in the unit which become available shall be awarded to the senior employee who has submitted a request for that period. Preferences shall be granted to employees at the time the vacation period becomes available.
- (d) An employee (other than probationary) who leaves the service of the Company shall be paid pro rata for vacation earned but not taken. This provision shall not apply to an employee who fails to give two (2) weeks written notice of resignation or who is discharged for causes involving monetary or material loss to the Company.
- (e) Time spent on Military Leave of Absence shall be considered length of service for the purpose of determining an employee's eligibility for two, three, or four weeks of vacation as provided in this Article.

ARTICLE 28 UNION SHOP

- (a) All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on the effective date or the date of execution of this Agreement, or the commencement of this employment, whichever is later.
- (b) Membership in good standing is defined as the payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

- (c) Within seven (7) days after receipt of written notice and proof of Union notification to employee from the Union that any employee covered by this Agreement has failed pursuant to the terms of this Article to tender payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the Employer shall discontinue its employment of such employee.
- (d) The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims, awards, or judgments (including attorney's fees and court costs) incurred by the employee or awarded to the employee or employees against the Company by virtue of this Article.
- (e) During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union, and remit to the Union, membership dues uniformly levied in accordance with the constitution and by-laws of the Union and as prescribed by the NLRA as amended, provided such member of the Union voluntarily executes the agreed upon form, to be prepared and furnished by the Union.
- (f) When the member of the Union executes such "Check-Off Form" in a manner suitable to the Union, the Union shall forward an original copy to the Company. Any Check-Off Form which is incomplete or executed in a manner not suitable to the Company, will be returned to the Union. Any notice of revocation as provided for in this Agreement or the NLRA as amended, provided such member of the union voluntarily executes the agreed upon form, to be prepared and furnished by the Union.
- (g) When a Check-Off Form, as specified herein, is received by the Company on or before a given pay day, deductions will commence with the first regular paycheck following said pay day, and will continue thereafter until revoked or cancelled as provided in this Agreement. The Company will remit to the Union checks in payment of all dues collected not later than the last day of the month in which such dues are collected. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of Union membership dues to the Union will be accompanied by lists of names and employee numbers of the employees for whom deductions have been made in that particular period and individual amounts deducted.
 - 1. No deductions of Union dues will be made from the wages of any employee who has executed a Check-Off Form, and who has been transferred to a job not covered by the Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed provided the employee has not revoked the assignment in accordance with

this Agreement, and provided it is in accordance with other appropriate provisions of this Agreement and the NLRA, as amended.

2. An employee who has executed a Check-Off Form and who resigns or is otherwise terminated from the employ of the Company shall be deemed to have automatically revoked his assignment, and if he is recalled or reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Form.
- (h) Collection of any back dues owed at the time of starting deduction for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
 - (i) Deductions of membership dues shall be made in a flat sum from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

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ARTICLE 29
DURATION OF AGREEMENT

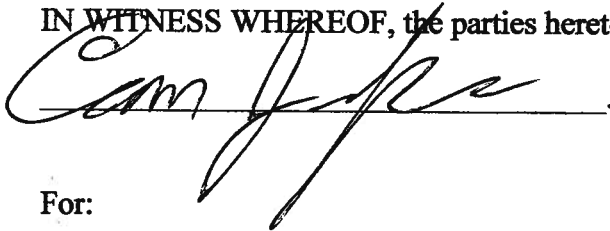
This agreement shall become effective on September 1, 2007, and shall thereafter continue in full force and effect from the date of ratification through August 31, 2012.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Each of the parties agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.


The Agreement shall continue in full force and effect through August 31, 2012, and renew itself without change unless written notice of intended change is served by either party hereto at least sixty (60) days prior to August 31, 2012, or any date thereafter, in accordance with the National Labor Relations Act.

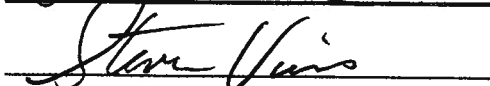
IN WITNESS WHEREOF, the parties hereto have signed this Agreement




For:


MacQuarie Aviation North
America 2, Inc.

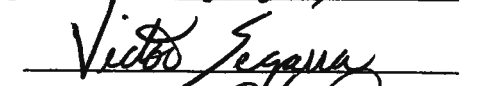







Local I-62 of the International
Association of Firefighters, Inc.







APPENDIX A

AIRPORT OPERATIONS COORDINATOR

QUALIFICATIONS: (Must satisfy to become qualified and maintain to remain qualified.)

1. College Degree preferred or the equivalent work experience.
2. Experience in airport and/or airline operations work.
3. Possession of a valid commercial driver's license and commercial driver's license suitable for operation of all Airport vehicles.
4. Ability to perform the duties of this classification to Company standards, which includes, but is not limited to, passing, to the satisfaction of the Company, initial and periodic Company tests to ensure the initial and on-going maintenance of required level of proficiency.
5. Acquires all licenses or certificates required by regulatory agencies.
6. Possession of the National Weather Service 'Certificate of Authority to Take Weather Observations.'
7. Pass Company test pertaining to Federal Aviation Administration Federal Aviation Regulation Part 139.
8. Pass initial and recurrent bi-annual Fire Brigade Physical.
9. Maintain adherence to the Airport Environmental Management System.
10. Meet or exceed and required training criteria under the Airport Environmental Management System.
11. Meet or exceed and required security training and performance criteria as mandated in the federal approved Airport Security Plan.
12. Meet the required training criteria under FAR, Part 139.

DUTIES:

Under the general supervision, the Airport Operations Coordinator performs a variety of duties as may be required under FAR 139, TSR 1542 the Airport Security plan, Airport Certification Manual, Airport Environmental Management System and all other normally associated Westchester County Airport operational duties. Example duties may include (but are not limited); ramp operational support for incoming, outgoing and parked aircraft following established practices and procedures; escort or transport airline crews and maintenance personnel to/from their aircraft; answer telephones and provide information; answer noise complaint phone per established procedure, perform general administrative duties, maintains pertinent records; collect landing and parking fees per established procures monitor radios; takes weather observations, submits and posts hourly weather reports; responds to all alerts, drives emergency equipment, operates snow removal equipment and performs aircraft rescue and fire-fighting work as required; FOD awareness and reporting; assist in spill reporting and clean-up; wildlife control support; provide Contractor escorts; issuance and retrieving of Security Identification media; conduct security inspections; cleaning and servicing operational vehicles and equipment. May perform other duties incidental to the above at the direction of the Airport Operations Supervisor.

APPENDIX B

Recognized Union seniority of employees employed in the position of Airport Operations Coordinator at Westchester County Airport at the time of certification of the bargaining unit.

	<u>Employee Name</u>	<u>Union Seniority Date</u>
1.	Olufemi Odunbaku	02-17-2006
2.	Victor Segarra	04-28-2006
3.	Felipe Suriel	07-26-2006
4.	Michael Gernant	07-31-2006
5.	Andrea Perez	08-01-2006
6.	Andrew Sypioe	11-06-2006
7.	Jonathan Serie	01-02-2007
8.	Matthew Sopcic	02-20-2007
9.	Daniel Scanlan	03-07-2007
10.	Carlos Chiddick	03-08-2007
11.	Tyler Brown	04-23-2007
12.	Kiran Outar	05-14-2007
13.	Michael Kubik	05-21-2007
14.	Brian Owoseni	05-29-2007
15.	Dionne Williams	07-02-2007
16.	Ricardo Rust	07-16-2007
17.	Matthew Anhalt	08-13-2007
18.	Louis Liao	08-20-2007

APPENDIX C

BENEFIT SUPPLEMENTS BOOKLETS

The interpretation of the group insurance benefit will be made according to the detailed language of the related summary plan.

In the printing of this Agreement, the Benefit Supplements Booklets will refer to the summary plan in its entirety rather than to part of it. Absent a change in the underlying Plans or a provision of a Plan, the Booklets will not be changed after publication, except as required by applicable law or regulation, without prior discussion of changes with the Union.

APPENDIX D

BLACK-OUT PERIOD

Any employee who is scheduled to work on any regularly scheduled work day falling on December 18th through January 2nd, inclusive, shall not be permitted time off with holiday or vacation pay, any provisions in the collective bargaining agreement to the contrary notwithstanding.

The blackout period will remain in effect as it was placed in the contract at the Union request. However, the company understands that the current members wish to share days off in this period equally.

The union shall present a schedule to the Airport Manager that demonstrates that all required work schedules can be covered during this period, while allowing members to take time off. This proposed schedule shall be submitted for approval on October 15th of each year. The Airport Manger will approve or disapprove the schedule and give notice by November 1st.

APPENDIX E

RATES OF PAY

Airport Operations Coordinator Pay Grade:

	<u>09/1/07</u>	<u>09/1/08</u>	<u>09/1/09</u>	<u>09/1/10</u>	<u>09/1/11</u>	<u>09/1/12</u>
Start	\$18.62	\$19.17	\$19.75	\$20.34	\$20.95	\$21.58
After 12 months	\$19.29	\$19.86	\$20.46	\$21.07	\$21.71	\$22.36
After 24 months		\$20.58	\$21.20	\$21.84	\$22.49	\$23.16
After 36 months			\$21.97	\$22.63	\$23.31	\$24.00
After 48 months				\$23.04	\$23.73	\$24.44
After 60 months					\$24.16	\$24.89
After 72 months						\$25.20

In accordance with Article 2(a), employees must complete their probationary period within nine (9) calendar months or one hundred eighty (180) days worked. The Company, at its sole option, may extend an employee's probation period.

In the event an employee's probation period is extended, the employee's base hourly rate will be reduced by \$1.80 per hour, and no further increase in pay grade will be allowed.

An employee who has been placed on extended probation status, and then completes probation, will have their rate of pay adjusted in accordance with the Contract Rates of Pay. No retroactive pay will be allowed for the period of extended probation.

APPENDIX F

SHIFT SWAPS

In order to offer employees greater flexibility in their personal schedules, shift swaps will be allowed to those employees, who have completed probation, which shall be permitted when operations allow.

Shift swaps are permitted under the following conditions:

1. Swaps must be requested in writing and approved by the Department manager on a "Shift Swap Request" form before the swap is to take place. The approved form must be attached to each employee's time sheet.
2. No increased cost will be borne by the Company, except when it is at the company's request and interest.
3. Swaps will be permitted up to an eight (8) hour shift and may be used in conjunction with vacation and holidays.
4. Swaps between two employees will be approved only if both employees are fully trained and qualified to perform each other's work assignments.
5. No employee will be permitted to engage in a swap until the employee has completed the probationary period.
6. Once a shift swap agreement has been made, it will be treated as a rescheduling for rescheduled employees and is subject to the normal rules of absence and tardiness. Failure to perform the swap as scheduled, or other abuse of swap privileges, may cause restriction or denial of further swap privileges.
7. Any employee engaging in a swap is responsible for coverage of the incomplete swap should the other employee terminate employment prior to the completion of the swap agreement.
8. Employees may not swap during a leave of absence.
9. Under no circumstances may there be a permanent swap.
10. Double swaps involving two or more employees are not permitted.
11. Swaps for pay are not permitted.
12. Other rules as to swaps may be implemented if abuse of the privilege is attempted.
13. The Company will not mandate shift swaps.
14. This decision to grant or deny a swap will not be grievable by the employee.

SUPPLIMENT I

GROUP HEALTH CARE AND LIFE INSURANCE

Consistent with Company policy, Group Health Care and Life Insurance Benefits and coverage for Local I-62 represented, active employees shall be the same and under the same terms as that provided to exempt employees at the Project. The employees shall be responsible to pay the amount of any increases in coverage during the remaining term of the Agreement to the same extent as exempt employees.

The parties recognize that the actual Plan(s) or provisions of a Plan(s) may change, but in the event of such change, the employee covered by this Agreement, shall be covered by the same Plan(s) and under the same terms as that provided to exempt employees at the Project.

SUPPLEMENT II

RETIREMENT SAVINGS PLAN

Benefits of the plan are asset forth in the Retirement Savings Plan Booklet.