



Agreement

Between

HORIZON AIR INDUSTRIES INC.

And

Airline Technicians and Related Employees

In the Service of

Horizon Air Industries Inc.

As Represented By

The International Brotherhood of Teamsters



December 16, 2014 – December 15, 2020

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ARTICLE 17
UNION BUSINESS

A. Union Business Leave (UBL)

1. The Unions duty authorized representatives who are absent from work, to perform Union business duties shall have their regular straight time pay, premiums, differential, and benefits, including seniority and travel benefits, continued as if they had remained on active payroll. The Union will reimburse the Company for the full amount of such pay continuance (including base wages, premiums, and differentials) plus a forty five (45%) percent override for benefit related expenses. Such expenses would include, for example, the cost of PTO, Extended leave, FICA (social security, and Medicare), FUTA (federal unemployment insurance), SUI (state unemployment insurance), Company paid insurance, LTD benefits, 401(k) matching contribution, etc.

2. Employees covered under this agreement will submit their requests for Union Business time off on a UBL form supplied by the Union, approved by the Company in accordance with the following.

a. The Business Agent, Chief Steward or designee(s) shall be designated as the Union Representative(s) authorized to request time off for Union Business.

b. Time off requests must indicate the number of days or hours requested and the general nature of the union business to be attended to.

c. All time-off requests made in a timely manner shall, subject to the operational needs of the Company, be approved by the Director of Maintenance Operations, or the person he designates for such purpose.

3. The Company will process the submitted time records of the employees covered by UBL so as to treat them as if they had been on active payroll on the scheduled work days they were actually absent for the purpose of performing approved Union business. Regularly scheduled and authorized payroll deductions will continue to be taken from each paycheck.

4. The Company will send a monthly, itemized statement to the Union (address provided by the Union) setting forth the computation and amount of the reimbursement due the Company from the Union for each employee covered by UBL. The Union will make reimbursement in full and return its payment to the Company not later than thirty days after receipt of the Company's billing.

5. The above-described reimbursement procedure is for short-term (less than thirty (30) days) Union business time off requirements only, not for long term union business leaves of absence.

B. Paid Time Off for Contract Negotiations

1. Employees covered under this article who are members of the Union Negotiating Committee with respect to an amendable contract under the Railway Labor Act shall be considered to be on day shift during periods of contract language preparation, actual negotiations or voting in conjunction with negotiations. If a negotiation meeting is held on such an employee's scheduled day(s) off he will be provided compensating day(s) off, if requested. Compensating day(s) off arrangements must be made by the employee with his supervisor in advance of the negotiation meetings with the conflict. Negotiating Committee members will be paid, and the company shall be reimbursed, in accordance with the UBL provisions of this Article.

C. Union Business Leaves of Absence

1. Upon request of the Union, an employee covered by this agreement shall be granted an unpaid Union Business Leave of Absence to hold a full-time Union position. An employee on a Union Business Leave for this purpose shall retain Company and continue to accrue Classification seniority in the Classification they vacated. The Union shall pay the wages or salary, inclusive of fringe benefits, of an employee on extended Union Leave.

2. An employee must advise the Company at least twenty one (21) days in advance of his intention to return from a Union Leave of Absence. Upon his return he shall be reinstated to the position he held when the leave was granted. If the position is no longer available he may choose to fill any other open position in his work area. If there are no open positions within the employee's work area he may exercise his seniority in accordance with Article 11 of this agreement.

D. Meetings with the Company

1. Union members will be permitted reasonable time to attend meetings conducted by mutual agreement or requested by the Company during the members regular working hours without loss of pay. The member will notify his supervisor before leaving his work area to attend the meeting.

2. A Union member will not be required to attend a meeting outside his regular working hours without mutual agreement.

E. Union Business Travel

1. The Chief Steward, Business Agent and IBT Officers may request free positive space, bumpable if over sold, service charge waived travel over Alaska Air Group's (AAG) system for employees covered by this agreement for purposes of Union Business with the Company. Such travel shall require approval of the Director of Maintenance Operations based on his assessment of the reasons for the travel.

2. Employees officially representing the Union, as a member of the Contract Negotiating Committee, will be provided free positive space, bumpable if over sold, service charge waived passes over Alaska Air Group's (AAG) system upon request, for the purpose of traveling to and from negotiating sessions conducted in the vicinity of the Company's main maintenance facility (PDX), or to the vicinity of another station if the location is by mutual agreement.

3. If an employee covered by this Agreement is designated by the National Transportation Safety Board (NTSB) as a party to an NTSB investigation involving a Company aircraft accident or incident and excused from work to participate pursuant to the Health, Safety and Standards Article 21 of the Agreement, Section J, he will be provided positive space, service charge waived passes, upon request and subject to projected flight load, for travel from his station to and from the airport served by AAG that provides the most convenient access to the site.

4. Pleasure passes ("X1") priority may be used for other Union business trips by employees covered by this agreement.

F. Apparel

On individually purchased, non-uniform items of apparel approved by the company for wear with, or in lieu of, Company prescribed uniform items, employees covered by this Agreement may attach a Union logo patch that has been approved by the Company with respect to its size and color and its placement on the item of apparel.

G. Union Activity

No employee covered by this Agreement will be discriminated against by the Company, its officers or agents because of membership in, or lawful activity on behalf of, the Union that is expressly permitted by this Agreement.

H. Bulletin Boards

1. Glass enclosed lockable bulletin boards (approximate dimensions 3' x 4') will be provided by the Company at each station where at least 25 Union members are employed. In addition, the company shall designate a suitable wall space and provide a bulletin board at each other station where Union personnel are employed. All bulletin boards shall be identified as Teamsters Bulletin Boards. The Union and Company shall determine the location of the bulletin boards by mutual agreement. Keys shall be issued to the Chief Steward at PDX and the Steward at all other stations.

2. Union notices of interest to the employees may be posted on the bulletin boards including meetings, election results, minutes of meetings, Airline Division updates, etc. No political messages, material with controversial, vulgar, profane or obscene language and messages that disparage the Company or any of its employees are prohibited.

ARTICLE 18

UNION SECURITY AND REPRESENTATION

A. The International Brotherhood of Teamsters Introduction to new employees: The Company will make available a sixty (60) minute period during the Company's initial orientation training for new hire Technicians or related for the Business Representative, Chief Steward or designee to communicate information and answer questions concerning the Union.

B. It shall be a condition of employment that all current employees of the Company covered by this Agreement, shall on the effective date of this Agreement, become and remain members in good standing of the Union or, in the alternative, tender the Union a monthly "Service Fee" as determined by the Union.

C. It shall be a condition of employment that all employees of the Company covered by this Agreement hired on or after its effective date shall on or before the sixtieth (60th) day following the beginning of the initial seniority date, become and remain members in good standing in the Union, or, in the alternative, tender the Union a monthly "Service Fee" as determined by the Union.

D. The Company will deduct from the wages of any employee who chooses to become a member of the Union any initiation fees and dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions. The written authorization must be signed by the employee and the authorization form will be provided by the Union. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees and/or dues. The amount withheld shall be deducted from the first two paychecks of the month, reported and paid to the Union monthly. The employee's employee number, full name, dues rate, rate of pay and status of employment will be transmitted with the monthly fees/dues. The Company shall transfer all dues to the Union prior to the tenth (10th) day of the month following the month in which the deductions were made.

E. Employees not retained during their probationary period shall have their initiation fees returned upon request.

F. The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims, which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of the terms of this Article.

G. In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

H. The Company will advise the Union of the name(s), social security numbers, hire dates, and addresses of any new hires and the name(s), employee numbers and dates of all other employees covered by the Agreement who have been terminated, laid off, retired, transferred, changed status, or recalled at the time the Company turns over the monies to the Union in accordance with Section D of this Article.

I. It shall be the responsibility of any employee who is a member of the Union and not on a dues deduction program to keep the employee's membership current by direct payments of monthly dues to the Union.

J. The Union shall give the Company at least thirty (30) days written notice before requesting the removal of employees from employment for failure to maintain membership in good standing in the Union in accordance with Section B or C of this Article. The company shall then take proper steps within fifteen (15) days of said notification to discharge such employee from the services of the company. Such discharge shall be for just cause.

K. The Company agrees to admit to its bases the officially designated representatives of the Union to transact business as is necessary for the administration of the Contract. Such business shall be transacted in as short a time as possible and shall not interfere with the operations of the Company. The Union will give the Company twenty-four (24) hours notice when practical if they plan to conduct a sizeable group meeting with employees covered by this Agreement. The Company shall sponsor a reasonable number of union officials for any necessary airport security badges to access the hangar and line work areas, at no cost to the Union.

L. The Union shall select Business Representatives and shall notify the Vice President of Maintenance or the Company's designee at the time of their appointment or removal. The Vice President of Maintenance or the Company's designee shall notify the Union of the appropriate Company representative.

M. The Union shall elect or appoint a primary shop steward(s) and alternate(s) as required to conduct Union business and shall notify the Company in writing of their election, appointment, or removal.

1. Time spent in handling grievances during the steward's regular working hours shall be considered hours worked for all purposes. It is understood that if a steward voluntarily chooses to handle a grievance on other than Company time, the employee may not claim overtime pay for the non-Company time spent handling such grievance. This provision, however, shall not be construed as affecting an employee's overtime pay for time spent handling grievances while at work on authorized overtime. A Union Steward may not conduct Union business while working overtime unless it is requested by management. If Management calls a Union Steward during their off duty hours, the Company will pay a minimum of one (1) hour straight-time pay at the employee's current rate of pay.

N. The Union will provide the Company with the names addresses and phone numbers of its official Business Representatives at each base.

O. Any employee covered by this Agreement who is required to be present at a Company hearing or investigation involving the employee will be entitled to Union representation at such hearing or investigation.

P. Effective upon signing of this Agreement, the Company shall supply permanent suitable office space for the Union's use, on the property at the Portland Maintenance Base (PDX) where the employees are located, and easily accessible by the employees.

Q. The union shall elect or appoint a Steward for the Portland Base who will fill the Chief Steward position in order to increase efficiency and communication between the IBT and Management. The Chief Steward shall have a schedule with day off pattern and hours to be determined between the parties and will be placed on a separate bid list. At times the Chief Steward may be utilized where needed at Portland Base Operations. This agreement will commence on date of ratification and may be reviewed by the parties every two years.