



U S AIRWAYS

US Airways, Inc.

and the

Fleet Service Employees

As represented by the

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS



FLEET SERVICE AGREEMENT

July 18, 2014

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1 **Preamble**
2

3 This Agreement is made and entered into this **July 18, 2014** in
4 accordance with the provisions of Title II of the Railway Labor Act,
5 as amended, by and between US Airways, Inc. (hereinafter referred
6 to as the “Company”) and the International Association of
7 Machinists and Aerospace Workers (hereinafter referred to as the
8 “Union”).

Article 1 - Purpose of Agreement

A. The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully for the attainment of these purposes. To further these purposes, the Company may request a meeting with the Union, or an International /District Representative of the Union may request a conference with the Company's Labor Relations Department at any time to discuss and deal with any general condition that may arise under the application of this Agreement. **Within thirty (30) calendar days the parties will mutually agree on a date for such meeting.**

B. No employee 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.

C. It is understood wherever in this Agreement employees are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.

D. Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

E. The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and the Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race,

1 color, religion, sex, national origin, age, sexual orientation,
2 disability, membership in a uniformed service, or status as a
3 disabled veteran.

1 **Article 2 - Status of Agreement**
2

3 A. It is expressly understood and agreed that when this
4 Agreement is accepted by the parties and signed by their
5 authorized representatives, it will supersede any and all
6 Agreements existing or previously executed between the
7 Company and any Union or individual affecting the crafts or
8 classes of employees covered by this Agreement.
9

10 B. The Agreement shall be binding upon the Company and any
11 Successor, defined as a purchaser, assignee or transferee of
12 all or substantially all of the assets or stock of the Company
13 or US Airways Group. Neither the Company nor US
14 Airways Group shall enter into an agreement with a
15 Successor which creates a Successor Transaction unless the
16 Successor agrees, in writing, as a prior condition of the
17 Successorship Transaction, to cause the Company and
18 US Airways Group to continue to be bound by the
19 Agreement, as it may be amended pursuant to the provisions
20 of applicable law, and to cause any operating airline which
21 obtains the assets of the Company to honor and be bound by
22 the Agreement as it may be amended pursuant to the
23 provisions of applicable law.
24

25 If a Successor is an air carrier, and the Successor conducts
26 an operational merger between the Company and the
27 Successor or another air carrier, then the Successor will
28 provide the Company employees with a seniority integration
29 governed by Sections 2, 3 and 13 of the Allegheny-Mohawk
30 Labor Protective Provision.
31

32 C. It is understood and agreed that the Company will not lock
33 out any employees covered hereby, and the Union will not
34 authorize or take part in any strikes, sit-down, slowdown, or
35 picketing of Company premises during the life of this
36 Agreement until the procedures for settling disputes as
37 provided herein and provided by the Railway Labor Act, as
38 amended, have been exhausted. The Company will not
39 require the employees hereunder to cross picket lines of the
40 Company's employees legally established under contractual
41 provisions and the Railway Labor Act on or in front of the

1 premises. The individual or concerted refusal to pass such
2 picket lines shall not constitute grounds for discipline,
3 discharge, lay-off, or be considered a violation of this
4 Agreement.

5
6 The Company shall not perform “Struck Work” of Wholly
7 Owned Carriers and of MDA. “Struck work” is Fleet Service
8 work traditionally and regularly performed by a Wholly
9 Owned Carrier or MDA where and during the period the
10 Fleet Service employees of that Wholly Owned Carrier or
11 MDA are engaged in a lawful strike, and where the
12 Company has not previously performed the work in
13 question. There shall be no prohibition against a concerted
14 refusal of employees of the Company to perform Struck
15 Work. Moreover, the Company will not hire employees of
16 Wholly Owned Carriers or MDA to perform Fleet Service
17 work at the Company during a period when the Fleet Service
18 employees are engaged in a lawful strike.

Article 3 - Recognition and Scope

A. The Company recognizes that Company Fleet Service work defined by this Agreement shall be performed by employees as described in the Article entitled Classifications.

B. Each station is identified as either a Class I or Class II for the purposes of applying this Agreement. Changes in classification of stations will be based on the timeframe outlined below. Stations classifications are defined as follows:

1. Class I stations shall be those stations that have one hundred forty (140) or more mainline scheduled jet departures weekly.

(a) In Class I stations, work which comes within the Fleet Service Classification as described in Classification Article, Paragraphs A.1, A.2, B., and C., will be performed by employees covered by this Agreement except where such work has been contracted out as of the effective date of this Agreement.

(b) In Class I stations, work coming within the Fleet Service Classification as described in Classification Article, Paragraph A.3, may be contracted out except that catering functions as described in the Classification Article, Paragraph A.3, may not be contracted out in PIT, CLT, PHL, DCA and BWI. Effective May 8, 2008, normal and customary Cargo work as described in Article 4.A.3 may not be contracted out in PHX, LAS and LAX.

(c) In Class I stations, work which comes within the Fleet Service Classification as described in Classification Article, Paragraph A.4, may be contracted out without restriction.

(d) When a Class II city becomes a Class I city as provided for in Paragraph B.4 below, all work which is described in the Classification Article, Paragraph A.1, will be performed by employees covered by this Agreement within ninety (90) days of the change of Class. With regard to all other work, the provisions of Paragraph B.1, will apply, except that work contracted out as of the effective date of the change in station class may continue to be contracted out.

2. Class II Stations: Class II stations shall be those stations that have fewer than one hundred forty (140) scheduled mainline jet departures weekly where the Company currently has Fleet Service staffing.

(a) The Company reserves the right to contract out work covered by this Agreement in Class II stations provided that such subcontracting does not directly result in the furlough to the street of any full-time IAM represented employee whose name appeared on the seniority list as a full-time employee on April 5, 1999. This provision will not apply to employees who fail to exercise their seniority to the fullest extent possible to any full-time position offered on the system.

(b) Other non-covered employees in Class II stations may perform work which comes within the Fleet Service Classification, provided such work does not exceed twenty-five percent (25%) of their scheduled work hours, on a quarterly basis. The Company will not use this provision in a manner which directly results in an increase in the number of positions in another craft or class and a corresponding decrease in the number of Fleet Service craft or class positions.

- 1 (c) Stations established after April 5, 1999, may
2 be outsourced without restrictions.
3
4 (d) In Class II stations, work which comes
5 within the Fleet Service Classification which
6 was contracted out as of April 5, 1999, may
7 continue to be contracted out without
8 restriction.
9

10 3. Change in Station Classification:
11

- 12 (a) Changes in city classification shall be based
13 on a twelve (12) month weekly average,
14 with the average to be calculated each year
15 on April 5. All calculations for scheduled
16 mainline jet departures will be based on US
17 Airways, Inc., jet departures only, and
18 excluding any aircraft with a seating
19 configuration of sixty-nine (69) or fewer
20 seats.
21
22 (b) Should a Class I station's scheduled
23 mainline weekly jet departures be reduced to
24 a level below one hundred nineteen (119) on
25 an annualized basis, such station shall
26 become a Class II station.
27
28 Should a Class II station's scheduled
29 mainline weekly jet departures increase to
30 more than one hundred seventy-five (175)
31 on an annualized basis, such station shall
32 become a Class I station.
33
34 (c) Should a Class II station's scheduled
35 mainline weekly jet departures be reduced to
36 a level of fifty-six (56) weekly departures on
37 an annualized basis, the Company may
38 outsource Fleet Service work in that station
39 except for the period of May 8, 2008 through
40 December 30, 2011, the Company will not
41 outsource normal and customary ramp work

as described in Article 4.A.1 at any station where that work is being performed by Fleet Service Employees of US Airways / America West on of May 8, 2008, providing such station maintains more than fourteen (14) scheduled jet departures weekly calculated on an annualized basis as described in (a) above. Effective December 31, 2011, worked described in Article 4.A.1 performed at any of the following stations (ABQ, AUS, BUR, ELP, OAK, OMA, ONT, RNO, SJC, SLC, SMF, PDX, MSP, MCI, MKE, SEA, DEN and SAN) may not be out-sourced unless the station's mainline weekly jet departures are reduced to a level below twenty-eight (28) weekly departures on an annualized basis.

(d) Should an outsourced station's weekly mainline departures increase to more than ninety-eight (98) weekly departures on an annualized basis, such station shall become a Class II station. For the period of May 8, 2008 through December 30, 2011 the Company will not be required to in-source any work or station that is out-sourced on May 8, 2008.

C. It is understood that the Company reserves the right to contract out work, subject to the terms of this Agreement, when the Company's personnel, equipment or facilities are not sufficient or available.

D. Fleet Service work covered by this Agreement will not include US Airways Express operations, or any regional jet operations by the Company, except when and where so directed.

E. Except as otherwise provided in this Agreement, employees not covered by this Agreement shall not perform work covered by this Agreement, other than in cases of irregular airport operations, emergencies, or for the purpose of

1 instructing or training employees. A situation shall not be
2 deemed to be an emergency within the meaning of this
3 Paragraph where scheduled or overtime employees are
4 reasonably available to adequately handle the requirement.
5

6 F. The Union recognizes that the Company shall have sole juris-
7 diction, subject to the terms of this Agreement, over the
8 management and operation of its business, the direction of its
9 working force, the right to establish rules and regulations, to
10 maintain efficiency in its place of employment, and the right
11 of the Company to hire, promote, demote, select for training,
12 discipline and discharge employees. It is agreed that the rights
13 listed here shall not be deemed to exclude other pre-existing
14 rights of management not listed which do not conflict with
15 other provisions of this Agreement.
16

17 G. The Company may use contractors to perform Fleet Service
18 work where Company Charters are operated into non-IAM
19 represented cities.
20

21 H. **Job Protection – No furlough protection effective DOS:**
22 **no employee will be furloughed to the street (providing**
23 **the employee exercises his seniority to the fullest extent)**
24 **as a result of any flight activity that may be transferred**
25 **from LUS (Legacy US Airways) to LAA (Legacy**
26 **American Airlines).**
27

28 **Cross Utilization – The Company may utilize LAA**
29 **employees to perform LUS Fleet Service work at any**
30 **location where IAM and TWU represent Fleet Service**
31 **Employees. In exchange for the cross utilization**
32 **provisions contained within this paragraph the Company**
33 **agrees to provide additional job protections as defined**
34 **below:**
35

36 **Extend the Letter of Agreement regarding flight activity**
37 **as described in the LUS CBA until a JCBA is ratified.**
38 **When the calculation is done under the CBA, the**
39 **Company will count all Mainline Jet Departures of the**
40 **combined LUS/LAA as part of that calculation.**
41

See: MOU Station Classification Letter

Job Protection – No displacement: effective with the implementation of cross utilization at a specific station, no employee will be involuntarily displaced from that specific station.

The job protections described above will apply only to those employees whose names appear on the Fleet Service System Seniority List as of the date of ratification of this agreement and shall not apply in circumstances where the Company's non-compliance is caused in substantial part by Conditions Beyond The Company's Control.

Conditions Beyond The Company's Control shall include, but not be limited to, the following: (1) an act of God; (2) a strike by any other company employee group or the employees of a Commuter Air Carrier operating pursuant to an authorized codeshare arrangement with the company; (3) a national emergency; (4) involuntary revocation of the company's operating certificate(s); (5) grounding of a substantial number of the company's aircraft; (6) a reduction in the company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the company's demands; and (7) the unavailability of aircraft scheduled for delivery.

Article 4 - Classifications

Fleet Service consists of the classifications of Fleet Service Lead Agent (Full-time and Part-time) and Fleet Service Agent (Full-time and Part-time). Fleet Service work consists of Ramp Service, Operations/Tower and Central Load Planning (CLP). Separate duty assignments may be established.

A. Ramp Service work includes:

1. Normal and customary work associated with the handling and transporting of luggage and material; the loading and unloading of aircraft; the delivery of baggage and Company material.
2. Where not in conflict with the terms of the IAM Maintenance and Related Agreement: normal and customary work associated with receipt and dispatch.
3. When and where so directed: normal and customary work associated with the handling, transportation and processing of in-flight meal, beverage, snack and associated supplies including the packing of beverage kits; normal and customary work associated with the handling of cargo office and warehouse functions; normal and customary work associated with the sortation and transporting of mail and cargo.
4. When and where so directed and where not in conflict with terms of the IAM Maintenance and Related Agreement: normal and customary work for both through and RON flights associated with servicing aircraft, including lavatory and water systems, cleaning aircraft interiors, arranging passenger service and galley equipment, trash removal, changing of seat covers, performing minor preventative maintenance on ground equipment; aircraft movement, performing GPU and airstart,

deicing aircraft, and other duties associated with the servicing of line aircraft.

5. When and where so directed: work associated with US Airways Express aircraft and other non-company aircraft, the operation of jetways, performing catering security checks, and any other station work.

B. Operations/Tower work includes normal and customary work associated with the communication required to coordinate station operations where such work is being performed by Fleet Service employees as of the effective date of this Agreement.

C. CLP work includes normal and customary work associated with the weight and balance, take-off weights and communication of such information including preparation and distribution of necessary paperwork, and other CLP related work.

D. Fleet Service Lead Agent work includes the same work as that of a Fleet Service Agent. In addition, as a working member of the group, they may be required to lead and direct the work of other Fleet Service Agents. Leading and directing may include but is not limited to:

1. Providing verbal input to employees related to their performance and/or behavior.
2. Providing verbal and/or written input to management related to an employee's performance and/or behavior.
3. Temporarily resolving legitimate and serious personnel emergencies when management is not present or available.
4. Reasonable and customary administrative functions.
5. Instructing and training other employees where so directed.

1 In stations where Fleet Service Lead Agents are utilized,
2 there shall be a minimum of one Fleet Service Lead Agent
3 for every twelve (12) Fleet Service Agents. This calculation
4 shall be based upon authorized station Fleet Service
5 headcount excluding assigned baggage runner (ABR). This
6 assignment minimum shall not apply to Lead Agents
7 assigned to the CLP work area, where there shall be no
8 minimum.
9

10 The classification of Lead Agent may include part-time
11 Leads in former America West stations where there were
12 part-time Leads or where the station has previously had part-
13 time Leads, not to exceed a combined total of sixty-eight
14 (68) part-time Leads. Stations may include: AUS, RNO,
15 DEN, ICT, ABQ, SFO, SNA, SEA, COS, SJC, PDX, OAK,
16 SAN, ELP, PHX, and LAS.
17

18 E. Duty assignments will be defined based on the needs of the
19 service. A duty assignment may consist of a single job
20 assignment, or a combination of two or more job
21 assignments.
22

23 F. Employees may be cross-utilized in or between
24 classifications and duty assignments under this Agreement
25 based on the needs of service.
26

27 G. An open-time Agent is an employee who bids or is assigned
28 a schedule, based on the needs of service and may be
29 inclusive of any classification or duty assignment, or a
30 mixture of classifications and duty assignments under this
31 Agreement.
32

33 H. Where not in conflict with the terms of the IAM
34 Maintenance and Related Agreement, Fleet Service
35 employees may assist other employees not covered by this
36 Agreement in through and turn-flight cleaning.
37

38 Fleet Service employees may be assisted by employees not
39 covered by this Agreement in through- and turn-flight
40 cleaning to maintain on time performance. It is not the intent

1 of this sub-paragraph to remove through and turn-flight
2 cleaning from Fleet Service.
3

- 4 I. Deicing of aircraft and aircraft movement may be performed
5 by Fleet Service or other employees or vendors.

Article 5 - Hours of Service

A. For purposes of computing pay, the workweek shall begin at 0001 hours Monday morning, and last through and until 2400 hours Sunday evening and includes any tour of duty that begins during this period. A standard work week will consist of five (5) scheduled work days, and two (2) consecutive scheduled days off, except when as a result of schedule rebids, employee shift swaps, open-time agents as described in Item B below and employees whose scheduled days off are Monday and Sunday.

The Company, with mutual agreement from the Union, may implement work schedules in a station consisting of four scheduled work days in a week ("four-day work week"). Once the Company has agreement from the Union to implement four-day work week schedules in a station, the Company will, at its sole discretion, determine which lines of work in the station may have a four (4) day workweek schedule and the time frame for implementation of any four (4) day workweek schedule. The Company may utilize a four (4) day workweek schedule in any duty assignment or for certain lines of work within any duty assignment which may be modified as determined by the Company. The Company may, at its sole discretion, discontinue the use of any four (4) day workweek schedule line(s) of work. Should the Company decide to discontinue the use of all four (4) day workweek schedules in a station, the Company will provide the Union a minimum of thirty (30) days notice. Where utilized, a four (4) day workweek will consist of four (4) scheduled work days and three (3) consecutive scheduled days off, except for those employees whose scheduled days off are Saturday, Sunday and Monday, or Sunday, Monday and Tuesday.

B. For open-time Agents, a **minimum of** four (4) scheduled days off must be provided within each two (2) week pay period, which may or may not be consecutive. The Company will make every effort to post open-time lines of work with two (2) consecutive days off each week. Where four-day work weeks are implemented, open-time Agents may be

1 scheduled for four (4) scheduled days and three (3)
2 consecutive scheduled days off.
3

4 C. A work day shall be a twenty-four (24) hour period
5 beginning at 0001 hours local time.
6

7 D. All time worked shall be considered as time worked on the
8 day during which the employee's regular shift began.
9

10 E. Shift periods for full-time employees shall be, unless
11 otherwise specified herein, eight and one-half (8 1/2)
12 consecutive hours, including a one-half (1/2) hour unpaid
13 meal period. Shifts for full-time employees working a four-
14 day work week shall consist of ten and one-half (10 1/2)
15 hours, including a one-half (1/2) hour unpaid meal period.
16

17 F. Shift periods for part-time employees shall be a minimum of
18 three (3) and a maximum of six and one-half (6 1/2) hours
19 per day. When part-time employees are scheduled for three
20 (3) or more continuous hours, that shift may be inclusive of a
21 one-half (1/2) hour unpaid meal period. A part-time shift
22 exceeding six (6) hours will be inclusive of a one-half (1/2)
23 hour unpaid meal period. The Company will make every
24 effort based on the needs of service to schedule part-time
25 shifts of at least four (4) hours. Shifts for part-time
26 employees working a four-day work week shall consist of a
27 minimum of three (3) and a maximum of six-and-one-half (6
28 1/2) hours per day.
29

30 G. **Full-time shifts will include one (1) paid twelve (12)**
31 **minute break during the first half of the shift and one (1)**
32 **paid twelve (12) minute break during the second half of**
33 **the shift.**

34 **Part-time shifts of five (5) hours or less, that do not**
35 **contain an unpaid meal period, will contain one (1) paid**
36 **twelve (12) minute break during the scheduled shift.**
37 **Part-time shifts of more than five (5) hours, that do not**
38 **contain an unpaid meal period, will contain two (2) paid**
39 **twelve (12) minute breaks.**

H. Employees will be allowed an unpaid meal period not to exceed thirty (30) minutes as follows:

1. **For an employee working a full-time shift of eight- and-one-half (8 1/2) hours** the Company will make every effort to schedule a meal period within ninety (90) minutes before or after the midpoint of their scheduled shift. **For an employee working a full-time shift of ten-and-one-half (10 1/2) hours** the Company will make every effort to schedule a meal period within one hundred twenty (120) minutes before or after the midpoint of their scheduled shift.
2. **An employee working a full-time shift**, who is unable to take a meal period within the foregoing time span, will be provided a thirty (30) minute lunch period as close to the lunch period as possible.
3. **An employee working a shift** containing a meal period but who is unable to take the meal period due to Company requirements, will receive an additional thirty (30) minutes pay at the applicable rate.

I. In the event that circumstances beyond the Company's control, e.g., acts of God, strikes, etc., cause the operation to be reduced or stopped, the Company may remove employees from the payroll without obligation of pay or severance. In circumstances where the operation is reduced or stopped, the Company will attempt to contact employees prior to the start of their shift to inform them not to report for duty. In the event contact is not made prior to the start of the employee's shift, full-time employees who have reported for work will be offered up to four (4) hours of work before being released. Part-time employees, who have reported for work under the above provisions, will be offered up to two (2) hours of work before being released. Employees will be paid for actual hours worked.

J. Separate work schedules will be posted for each applicable duty assignment. Award of work shifts, including scheduled

start time, shift length and scheduled days off, shall be based on classification seniority.

K. Employees will be given a minimum of fourteen (14) day's notice when a schedule rebid is to take place. Work schedules are posted for bid by active employees, as far in advance as practical, or a minimum of seven (7) calendar days. The posting shall contain the scheduled start time, shift length, scheduled days off and effective date. Once the bidding process is completed, schedule bid awards will be posted a minimum of seven (7) calendar days prior to the effective date of the new work schedule. Employees unavailable to bid at their appointed bidding time, may bid by proxy, or by other means established locally.

Active employees who fail to bid will be assigned by classification seniority an available work schedule within the duty assignment after completion of the bid. Active employees who report late for bidding, but while the bidding process is ongoing, will be permitted to bid on remaining available lines at the time they report.

An employee on an authorized leave of absence or off due to occupational injury will be permitted to bid in a rebid of the work schedule provided the Company receives, prior to the start of the bidding period, a notice certifying his return to work date which must be within thirty (30) days of the effective date of the bid. If the leave is for medical reasons, the certification of return to work must be signed by the employee's treating physician.

L. There shall be no rotation of shifts. All shifts will be fixed; however, each scheduled line of work may contain multiple start times.

M. Work schedules will be rebid based on the needs of the service, approximately every one-hundred-twenty (120) days, or a minimum of three (3) times per calendar year.

N. During a bid period, if it becomes necessary to temporarily adjust employees' work schedules, duty assignments,

scheduled start times or scheduled days off, the following procedures shall apply:

1. When it becomes necessary to adjust scheduled days off; employees subject to adjustment will be given a minimum of five (5) calendar days notice.
2. When it becomes necessary to adjust scheduled start times, employees subject to adjustment will be given a minimum of forty-eight (48) hours notice.
3. Employees may be reassigned between duty assignments and job assignments on a given shift based on the needs of the service.

The Company will identify the affected employees, considering existing staffing levels in classifications, job assignments/duty assignments, starting times, and/or days off. Schedule adjustments and reassignments involving changes to shift start times, and/or days off be offered to affected employees in seniority order. Where there are insufficient volunteers, employees will be assigned in reverse seniority order.

In the event that these adjustments are expected to exceed thirty (30) days in duration, within the first thirty (30) days of such adjustment, the Company shall post the **fourteen (14) day notice for a work schedule rebid** for the affected duty assignment as provided in Paragraph **K** above.

O. The Company will establish as necessary the number of Lead Fleet Service Agents and Fleet Service Agents for the needs of the service on each shift in all duty assignments at any station, subject to the terms of this Agreement.

P. Employees returning to active duty from an authorized leave of absence or occupational injury will be assigned to their previous duty assignment. Such employees who were not permitted to bid the most current work schedule may be assigned a shift and days off within their duty assignment consistent with their seniority. If needs of service do not

allow the employee to be assigned a shift and days off consistent with their seniority, the Company will rebid the work schedule within thirty (30) days.

Q. Employees transferring or displacing into the classification or duty assignment who were not permitted to bid the most current work schedule will be permitted to request, but may be assigned an available work schedule (shift start times and scheduled days off) within the duty assignment until the next work schedule rebid.

R. Employees temporarily assigned to a higher classification shall receive the higher rate of pay for all time worked in such classification. Employees temporarily assigned to a lower paying classification shall not have their rates of pay reduced.

S. Shift Trades

An employee may trade shifts or days off with another qualified (**as determined by local management**) employee in accordance with the following provisions:

1. The request must be in writing and signed by both employees involved (or submitted electronically where a location utilizes workbrain or a similar electronic reporting method). The request shall be submitted for approval to the immediate supervisor, or his designee, of the employee who initiates the shift trade.
2. The Company may at each location establish deadlines for submitting shift swaps, but such deadline will not be **earlier than 4:00 p.m. local time for any shift trade to be effective the following day. Local management may approve shift trade requests outside the established deadline.**

3. Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their regular work schedule.
4. Probationary employees are not eligible to participate under these provisions.
5. No overtime payment will be paid to an employee as a result of working another employee's shift under these provisions.
6. No request under these provisions shall be honored if found to be in conflict with state or federal law. This Paragraph shall immediately apply in any jurisdiction which may hereafter impose restrictions or require such overtime payment for such hours of work.
7. An employee who has agreed to work for another employee may **trade the entire obligation to one (1) other employee. This shift trade will count towards the quarterly maximum as described in paragraph 10 below, and the shift cannot be further traded.**
8. Shift trades resulting in an overlap of up to one-half (1/2) hour may be approved subject to the needs of service.
9. Employees may work a maximum of sixteen (16) hours during a twenty-four (24) hour period as a result of shift trades, excluding meal periods. Employees will not be permitted to work double shifts (twelve (12) hours or more) on consecutive days as a result of shift trades except as provided for in the Letter of Understanding regarding 'Back to Back Shifts' dated March 10, 2003.
10. Employees may shift swap off their regularly scheduled shift up to twenty-six (26) times per calendar quarter. Local policy may be less

1 restrictive. The number of shift swaps off afforded
2 employees covered by this Agreement will not be
3 more restrictive than those afforded other Customer
4 Service Agents.

5
6 11. Employee shift swaps between classifications **will**
7 be allowed.

8
9 12. Employees may trade their full shift or a portion
10 thereof, with no more than two (2) employees. The
11 minimum partial-shift trade will be one hour. Partial
12 trades must be in **one-half (1/2)** hour increments.
13 Any partial-shift trade counts as one towards the
14 allowable quarterly shift trade maximum.

15
16 13. Shift trade start time exchanges on the same day will
17 not count toward the twenty-six (26) quarterly shift
18 swaps provided the starting times exchanged are
19 both within the same shift premium starting time
20 period (e.g., Shift 1 to Shift 1 or Shift 2 to Shift 2).

21
22 14. In circumstances where shift trades have been
23 approved and where any employee who is scheduled
24 to work for another employee is unable to do so,
25 (e.g., due to leave of absence, transfer, termination,
26 jury duty, schedule rebid, training, etc.), the
27 Company reserves the right to cancel an approved
28 shift trade provided seven (7) days notice is given to
29 affected employees.

30
31 15. **Employees will be permitted to use accrued**
32 **compensatory time to be compensated for**
33 **approved shift swap off hours provided the**
34 **employee requests the compensatory time at the**
35 **time the shift trade is submitted for approval.**

36
37 **T.** In cases where an employee is required to work a shift
38 beginning less than eight (8) hours subsequent to the end of
39 the day immediately preceding, the employee may elect to
40 have the scheduled start time of his next shift adjusted to
41 provide an off-duty period of a minimum of eight (8) hours.

1 Employees electing to adjust the start time of their next shift
2 may elect to extend their shift to provide for a full shift or to
3 end their shift at the original end time of their shift and will
4 be paid for hours worked. This Paragraph does not apply
5 when the reduced rest period is a result of schedule rebids,
6 shift swaps or voluntary overtime.

Article 6 - Overtime

A. The Company shall determine the number of overtime hours to be worked. Overtime hours are defined as additional hours worked at the Company's request over and above an employee's scheduled hours.

B. Where the Company determines that overtime is required, such overtime will be offered to qualified employees on an equalized basis. All eligible employees will be considered available for overtime.

C. Employees will be equalized for actual overtime hours worked and, if signed up on the overtime availability list, for actual overtime hours offered and refused and for those overtime hours for which the signed up employee could not be contacted, **up to a maximum of sixteen (16) hours per day**. Employees who do not sign up on the availability list will not be charged any hours eligible to work for the purpose of equalization unless they work the overtime. **Daily overtime totaling less than thirty (30) minutes will not be charged for equalization purposes.** A list will be established for each duty assignment and only those employees signed up will be contacted. Separate lists **will** be maintained for Lead Agents.

D. Shift extension is overtime which is anticipated to be four (4) hours or less and is not the result of a part-time vacancy or absence. Shift extension overtime will be offered to those employees whose shift begins or ends closest to, but within four (4) hours, of the expected overtime need.

Shift extension will be offered in the following order:

1.
 - Employees in the duty assignment and classification
 - Signed up on the availability list
 - Having the lowest equalization
2.
 - Qualified employees in the classification but outside the duty assignment

- Signed up on the availability list
- Having the lowest equalization
- 3.
- Employees in the duty assignment but outside the classification
- Signed up on the availability list
- Having the lowest equalization
- 4.
- Qualified employees outside the duty assignment
- On a voluntary basis
- 5.
- Mandatory assignment as described in Paragraph U of this Article.

Employees who are offered shift extension, which is not continuous with their regular shift and is separated by more than one hour shall be offered four hours work.

- E. Overtime required as a result of full-time vacancies/absences and overtime required when additional shifts are necessary which exceed five (5) work hours will be offered first to full-time employees.

Full-time overtime shall be offered in the following order:

1.
 - Full-time employees in the duty assignment and the classification
 - Signed up on the availability list
 - Having the lowest equalization
2.
 - Qualified full-time employees in the classification but outside the duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
3.
 - Full-time employees in the duty assignment but outside the classification

- Signed up on the availability list
 - Having the lowest equalization
4.
 - Full-time employees outside of the classification and duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
 5.
 - Part-time employees in the duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
 6.
 - Qualified part-time employees outside the duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
 7.
 - Employees in the duty assignment
 - On a voluntary basis
 8.
 - Qualified employees outside the duty assignment
 - On a voluntary basis
 9.
 - Mandatory assignment as described in Paragraph U. of this Article.

F. Overtime required as a result of part-time vacancies/absences and overtime required when additional shifts are necessary which are five (5) work hours or less will be offered first to part-time employees.

Part-time overtime shall be offered in the following order:

1.
 - Part-time employees in the classification and duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
2.
 - Qualified part-time employees in the classification but outside the duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
3.
 - Part-time employees in the duty assignment but outside the classification
 - Signed up on the availability list
 - Having the lowest equalization
4.
 - Qualified part-time employees outside the classification and duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
5.
 - Full-time employees in the duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
6.
 - Qualified full-time employees outside the duty assignment
 - Signed up on the availability list
 - Having the lowest equalization
7.
 - a. Employees in the duty assignment
 - b. On a voluntary basis

- 1 8.
- 2 • Qualified employees outside the duty assignment
- 3 • On a voluntary basis
- 4
- 5 9.
- 6 • Mandatory assignment as described in Paragraph
- 7 U of this Article.
- 8

9 G. Employees are considered eligible for overtime except when:

- 10
- 11 1. Not available to work the entire overtime period (A
- 12 one-half (1/2) hour overlap of the scheduled shift
- 13 and overtime period shall be permitted except when
- 14 needs of service do not permit. The one-half (1/2)
- 15 hour overlap will be paid as part of the regular shift,
- 16 and will not be considered part of the overtime
- 17 shift);
- 18
- 19 2. Scheduled off for an entire shift for vacation,
- 20 voluntary time off (VTO), training, authorized
- 21 Company business, authorized Union business, jury
- 22 duty, compensatory time, **sick leave (paid or**
- 23 **unpaid), any type of leave of absence (paid or**
- 24 **unpaid), disciplinary suspension, bereavement**
- 25 **leave, occupational injury leave (paid or unpaid),**
- 26 **or mandatory reservist training with orders.** In
- 27 these instances employees will be ineligible for the
- 28 entire day except that they may volunteer to work
- 29 prior to mandatory assignment overtime;
- 30
- 31 3. Not qualified to perform the overtime work offered.
- 32

33 H. Open-time employees, on scheduled work day, are

34 considered for overtime within the classification and duty

35 assignment they are working. An open-time employee on a

36 scheduled day off will be considered available for overtime

37 offered within the duty assignment the employee last worked

38 on a regularly scheduled work shift except that shift trades

39 are not considered.

1 I. Transferred employees including change of station, in-
2 station transfers, part-time to full-time, full-time to part-time
3 and new employees, will use the average overtime hours in
4 their new duty assignment for the purpose of equalization.

5
6 Employees absent for more than **twenty-one (21)**
7 consecutive days will upon their return to work be assigned
8 the average of the overtime equalization list or their previous
9 overtime hours which ever is greater.

10
11 J. If two or more employees have the same equalization within
12 the provisions as outlined in Paragraphs D., E., or F. of this
13 Article, the overtime will be offered to the senior employee.

14
15 K. When conditions change which would no longer necessitate
16 the overtime that has been awarded to an employee, such
17 overtime may be canceled provided a minimum of four
18 hours' notice is given. In the event overtime is canceled with
19 less than four hours' notice, the employee awarded the
20 overtime shift will be offered **to work** a minimum of four (4)
21 hours **or the duration of the overtime period offered,**
22 **whichever is less,** at the applicable rate. This provision is
23 not applicable to **same day** shift extension overtime which
24 may be canceled at any time.

25
26 **When an error in overtime distribution is discovered**
27 **four (4) hours or less prior to the start of the overtime**
28 **shift, the employee originally awarded the overtime shift**
29 **will be offered to work a minimum of four (4) hours, or**
30 **the duration of the overtime period offered, whichever is**
31 **less, at the applicable rate. In addition, the Company will**
32 **attempt to contact the correct employee in accordance**
33 **with paragraph M. below who will be offered to work the**
34 **original overtime shift.**

35
36 L. Employees who accept overtime will have **thirty (30)**
37 minutes in which to relinquish the award. Following the
38 **thirty (30)** minute period, employees will be responsible to
39 work the overtime shift and may not trade this obligation
40 with another employee.

1 M. Overtime equalization lists will be reset quarterly and
2 maintained by duty assignment. Employees' names shall be
3 listed in classification seniority order on all overtime
4 equalization lists. **Overtime equalization lists will be**
5 **posted in each station on a daily basis.**
6

7 1. Prior to making an overtime call, the Company will
8 make available to the Shop Steward or Assistant
9 Shop Steward a copy of the appropriate overtime
10 distribution list. When no Shop Steward or Assistant
11 Shop Steward is present, a copy of the list will be
12 made available to the Lead Agent. Once the list has
13 been made available, the Company will proceed to
14 call overtime.
15

16 2. Employees will be contacted at the phone number on
17 the equalization list or the availability list, **or may**
18 **accept overtime in advance per local policy.** It
19 will be the employee's responsibility to insure that
20 these lists have the correct phone number indicating
21 that the employee is to be contacted.
22

23 **In the event of a no-answer or a voicemail answer**
24 **for an employee who is on duty, the company will**
25 **provide the employee a period of ten (10) minutes**
26 **in which to respond. The company will continue**
27 **to distribute available overtime shifts, but will**
28 **reserve a number of like overtime shifts (same**
29 **shift start time and duration) equal to the**
30 **number of no-answers for on-duty employees,**
31 **until each ten (10) minute time period expires.**
32

33 3. In the event of "no answers" **or a voicemail answer,**
34 a second call will be made prior to moving on to the
35 next employee on the list.
36

37 4. When overtime is offered the Company will make
38 every effort to advise the employee of the duty
39 assignment and where practical the work area within
40 the duty assignment.

1 N. An employee bypassed for overtime in violation of these
2 overtime procedures will be eligible to work a like period of
3 time on a scheduled shift at a time selected by the employee.
4 The bypassed employee will be limited to only the employee
5 who should have been offered the overtime as provided for
6 in this Article.
7

8 The shift will be at the same rate of pay as bypassed, contain
9 the same number of hours as those bypassed and must be
10 worked within fourteen (14) calendar days of the
11 determination that the bypass occurred. The Company will
12 determine the work duty assignment.
13

14 O. The Company may prohibit any employee from working
15 overtime where it would result in more than sixteen (16)
16 continuous hours excluding unpaid meal periods. Employees
17 who have worked sixteen (16) continuous hours may not be
18 assigned additional overtime unless such overtime is due to
19 an emergency situation.
20

21 P. A daily overtime qualifier will be used to determine
22 premium rates on work days. Workdays are defined as
23 regularly scheduled or “shift swap worked” days.
24

25 1. There will be a minimum daily eight (8) hour
26 overtime qualifier which must be satisfied prior to
27 being eligible for overtime premium rates for hours
28 worked at Company request on a scheduled
29 workday. Employees are paid straight time rates for
30 regularly scheduled hours worked and shift swap
31 hours worked, regardless of the length of the shift.
32

33 2. The daily qualifier for determining overtime
34 premium eligibility will include all regularly
35 scheduled hours worked, plus any shift swap hours
36 worked, **and additional hours offered by the**
37 **Company worked at straight time rates** up to a
38 combined maximum of eight (8) hours.

- 1 3. After the daily overtime qualifier has been met,
2 overtime will be paid at one and one-half times (1
3 1/2 x) the regular rate.
4

5 Q. A weekly overtime qualifier will be used to determine
6 premium rates on days off. Days off are defined as “regularly
7 scheduled” or “shift swap off” days.
8

- 9 1. There will be a weekly forty (40) hour overtime
10 qualifier which must be satisfied prior to being
11 eligible for overtime rates on any day off.
12

- 13 2. The forty (40) hour weekly overtime qualifier will
14 only include regularly scheduled hours worked,
15 additional hours offered by the Company worked at
16 straight-time rates, lost time hours for Union
17 business, paid vacation hours **including day-at-a-**
18 **time vacation (DAT), paid compensatory time off,**
19 plus shift swap hours worked not to exceed the total
20 **of shift swap off and /or VTO** hours.
21

- 22 3. After the weekly overtime qualifier has been met,
23 overtime will be paid at one and one-half times (1
24 1/2 x) the regular rate for the first eight (8) hours of
25 overtime worked and two (2) times the regular rate
26 for all overtime hours worked thereafter except as
27 provided for in items 4 and 5 below.
28

- 29 4. Employees must work a minimum of four (4) hours
30 at an overtime premium rate on their first regularly
31 scheduled day off in order to be paid two (2) times
32 the regular rate for all overtime hours worked on
33 their second (or third) regularly scheduled day off.
34

- 35 5. Employees who shift trade to be off and who work
36 on the day off, shall be paid a maximum rate of time
37 and on-half (1 1/2) for the first eight (8) hours of
38 overtime worked and two (2) times the regular rate
39 for all overtime worked thereafter.

1 R. An employee who shift trades into a duty assignment
2 different from their scheduled duty assignment will be
3 considered for overtime based upon their originally
4 scheduled duty assignment.

5
6 S. All overtime shall be computed **in one (1) minute**
7 **increments.**

8
9 T. A one-half (1/2) hour unpaid meal period will be provided to
10 an employee working an overtime shift in excess of five and
11 one-half (5 1/2) hours.

12
13 U. Mandatory Assignment of Overtime

14
15 **Mandatory overtime will only be used when the**
16 **Company determines it is essential to meet the minimum**
17 **needs of service and all voluntary options will be**
18 **exhausted prior to utilizing mandatory overtime.**

19
20 1. Required Coverage Period of Four Hours Or Less

21
22 When the required coverage period is expected to be
23 four (4) hours or less, the additional hours will be
24 assigned to employees in reverse order of seniority,
25 in the following order.

- 26
- 27 • Part-time employees within the duty assignment
28 whose shifts begin or end within one (1) hour of
29 the required coverage period.
 - 30 • Full-time employees within the duty assignment
31 whose shifts begin or end within one (1) hour of
32 the required coverage period.
 - 33 • Qualified part-time employees outside the duty
34 assignment whose shifts begin or end within one
35 (1) hour of the required coverage period.
 - 36 • Qualified full-time employees outside the duty
37 assignment whose shifts begin or end within one
38 (1) hour of the required coverage period.
 - 39 • If no employees fall within the above
40 parameters, then the distribution procedure
41 described in Paragraph U.2, will apply.

In the above situations, employees may actually be assigned hours in excess of four as a result of the start/end time of their shift and the start/end time of the required coverage period. When this occurs, it is not a violation of this section of the policy so long as the required coverage period was expected to be four hours or less.

2. Required Coverage Period In Excess Of Four Hours

When the required coverage period is expected to be in excess of four hours, the additional hours will be assigned to eligible employees in reverse order of seniority in the following order.

- Part-time employees within the duty assignment.
- Qualified part-time employees outside the duty assignment.
- Full-time employees within the duty assignment.
- Qualified full-time employees outside the duty assignment.

3. Rotation of Mandatory Assignment

A rotation method for the assignment of mandatory overtime may be established locally when the Company determines that mandatory overtime may be frequently required during specified periods of time. The rotation method used will be mutually agreed to by the Company and the Union.

4. **The Company will make reasonable efforts to give employees a minimum of one (1) hour notice for mandatory overtime.**

1 **Article 7 - Seniority**
2

- 3 A. Date of Hire Seniority is defined as continuous US Airways
4 service in any department and shall be applied to: vacation
5 accrual, boarding for on-line non-revenue space available
6 travel, and service awards. Adjustments to Date of Hire
7 Seniority based on past seniority policies will remain in
8 place. After the effective date of this Agreement, there will
9 be no adjustments to Date of Hire Seniority.
10
- 11 B. Classification Seniority is defined as continuous service in
12 Fleet Service, in any classification group and applies to both
13 Fleet Service Agents and Fleet Service Lead Agents.
14 Classification Seniority will be applied to bidding of
15 shifts/days off, bidding of vacation periods, filling of
16 vacancies, and displacements/recalls. Adjustments to
17 Classification Seniority based on past seniority policies will
18 remain in place. Employees who transfer into any Fleet
19 Service Classification group will begin accruing Fleet
20 Service Classification Seniority on the first day worked in
21 Fleet Service.
22
- 23 C. Pay Date Seniority shall be the same as Classification
24 Seniority except that Pay Date Seniority is adjusted for all
25 time lost due to an unpaid leave of absence; for all unpaid
26 suspensions extending beyond thirty (30) days. Military
27 leave will not result in an adjustment to Pay Date Seniority.
28 Adjustments to Pay Date Seniority based on past seniority
29 policies will remain in place. Employees on involuntary
30 furlough on May 31, 2008 shall forfeit all pay date seniority
31 except that an employee who is recalled to the station from
32 which he was furloughed (or their selected recall station)
33 prior to November 3, 2008 will be placed in the pay scale
34 consistent with their pay date seniority at date of furlough.
35
- 36 D. When two or more employees have the same seniority date,
37 the following method will be used to determine the seniority
38 order:

1. Identical Classification Seniority - the senior employee will be the employee with the earliest Date of Hire Seniority.
 2. Identical Date of Hire Seniority - the senior employee will be the employee who has the highest four digit number using the last four digits in his social security number.
- E. An employee covered by this Agreement will lose his seniority status and his name shall be removed from the seniority list under the following conditions:
1. He quits, resigns, or retires.
 2. He is discharged for just cause.
 3. He does not return from furlough within fifteen (15) days of receipt of notice, or within fifteen (15) days of the mailing of such notice if the notice is undeliverable due to the employee's failure to keep the Company apprised of his current mailing address and telephone number.
 4. His recall rights expire.
 5. He does not return from a Leave of Absence within the scheduled period.
 6. As otherwise provided in this Agreement.
- F. All recall notices sent to furloughed employees will be delivered via certified mail, return receipt, or via telegram to the employee at the last address filed by the employee with the Company.
- G. Shift Managers within the Customer Service group shall retain but not accrue all previous Fleet Service Classification and Pay Seniority. These employees will be eligible to utilize all retained Classification Seniority to return to the bargaining unit in the event of a reduction-in-force, or failure

1 to pass probation in the new position provided their retained
2 seniority places them senior to the junior full-time employee
3 in the location. If not senior to the junior full-time employee
4 in the station, these employees will be eligible to return to
5 the bargaining unit on a system displacement. Additionally,
6 with Director approval, these employees will be eligible to
7 use accrued previous Classification and Pay Seniority to bid
8 for system vacancies in the event of a voluntary or
9 involuntary demotion.

10
11 Managers in positions within the Customer Service group
12 higher than shift manager shall forfeit all previous Fleet
13 Service Classification and Pay Date Seniority.

14
15 **Paragraph G. is also applicable to furloughed employees**
16 **who accept manager positions within the Customer**
17 **Service group.**
18

- 19 H. Employees who transfer to positions outside the bargaining
20 unit, other than those described in Paragraph G. above, shall
21 retain, but not accrue, all previous Fleet Service Classification
22 Seniority and Pay Seniority for a period of six (6) months
23 following such transfer. Employees who wish to return to a
24 Fleet Service position within six (6) months of the effective
25 date of their transfer from Fleet Service or who are affected by
26 a reduction-in-force, demotion, or failure to pass probation in
27 the new position within this six (6) month period, will be
28 eligible to utilize all retained Classification Seniority to return
29 to their former position and location provided a vacancy exists
30 in their former classification group. Under this Paragraph a
31 vacancy is deemed to exist when the actual compliment of
32 employees is below the authorized number and no award has
33 been made to fill the vacancy. When no vacancy in their
34 former location exists, employees will be eligible to bid for
35 system vacancies during the six (6) month period. Following
36 this six (6) month period these employees shall forfeit all
37 previous Fleet Service Classification and Pay Date Seniority.
38 **This paragraph is also applicable to furloughed employees**
39 **who accept positions higher than a first line supervisor.**

1 A furloughed Fleet Service employee who accepts a position
2 outside **the bargaining unit as a first line supervisor or**
3 **below, excluding those described in Paragraph G. above,**
4 will continue to **accrue Fleet Service Classification**
5 **Seniority and will continue to** maintain, but not accrue, all
6 previous Pay Seniority for the duration of their recall.
7 Should their recall rights expire or they refuse recall, they
8 forfeit all previous fleet service classification and pay
9 seniority.

10
11 I. A system wide Fleet Service roster will be **made available**
12 **electronically or** posted twice a year by no later than the last
13 day of January and July each year. Seniority lists will
14 indicate the employee's name, payroll identification number,
15 Classification Seniority, Date of Hire Seniority, and last four
16 digits of the employee's Social Security Account Number
17 for each Fleet Service employee and include their domicile
18 city. Station seniority lists will be posted at each Fleet
19 Service work location at the same time as the system
20 seniority roster reflecting local seniority order adjustments
21 based on past policies that were in effect prior to this
22 Agreement. Copies will be provided to the IAM Assistant
23 General Chairman.

24
25 J. Employees who wish to protest any omission or incorrect
26 posting of their seniority must do so by filing a written
27 grievance within thirty (30) days of the date of the most
28 recent seniority roster posting. Seniority protests will be
29 strictly confined to errors, changes or omissions which
30 occurred on the most recent seniority posting only. Any
31 employee on leave at the time of posting of the list shall
32 have a period of fifteen (15) days from the date of his return
33 to service to file a protest.

Article 8 - Filling of Vacancies

A. Full-Time Agent Vacancies

Permanent full-time Agent vacancies which the Company decides to fill will be awarded in the following order:

1. The senior full-time agent at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph E. of this Article.
2. The senior employee who possesses recall to a full-time position at the location.
3. The senior full-time or part-time employee with a system transfer bid on file to the location as outlined in Paragraph F. of this Article.
4. A new employee.

B. Lead Agent Vacancies

1. Permanent full-time Lead Agent vacancies which the Company decides to fill will be awarded in the order below except that tower vacancies in PHL, CLT, LAS and PHX will be filled through a company selection process:
 - (a) The senior qualified full-time Lead Agent at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph E. of this Article.
 - (b) The senior qualified full-time or part-time employees with a system transfer bid on file to the location as outlined in Paragraph F. of

1 this Article. Employees on level two (2) or
2 above of the progressive discipline or
3 attendance control programs are not eligible
4 to submit transfer bids for Lead Agent
5 positions.

6
7 (c) A new employee.
8

9 **2. Permanent part-time Lead Agent vacancies as**
10 **described in Article 4, paragraph D. which the**
11 **Company decides to fill will be awarded in the**
12 **order below.**

13
14 (a) **The senior qualified part-time Lead**
15 **Agent at the location where the vacancy**
16 **exists who has an in-station transfer bid**
17 **on file to the available duty assignment as**
18 **outlined in Paragraph E. of this Article.**

19
20 (b) **The senior qualified part-time or full-time**
21 **employees with a system transfer bid on**
22 **file to the location as outlined in**
23 **Paragraph F. of this Article. Employees**
24 **on level two (2) or above of the**
25 **progressive discipline or attendance**
26 **control programs are not eligible to**
27 **submit transfer bids for Lead Agent**
28 **positions.**

29
30 (c) **A new employee.**
31

32 **3. Successful Lead Agent bidders shall hold the job on a**
33 **trial basis for a period up to one-hundred twenty**
34 **(120) days in order to demonstrate their ability to**
35 **perform the required work. Employees who fail to**
36 **demonstrate sufficient ability will be returned to the**
37 **location, classification and **status** previously**
38 **occupied.**

39
40 **4. Successful Tower Lead Agent bidders shall hold the**
41 **job on a trial basis for a period up to two hundred**

seventy (270) days in order to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability will be returned to the location, classification and group previously occupied.

5. Lead Agents demoted for cause will be reduced within their station to the Agent classification within their classification group providing they are senior to the most junior full-time Agent in the classification group in the station. Lead Agents demoted for cause who are not senior to the most junior full-time Agent in the station, will be displaced within the Agent classification and classification group as provided for under Reductions In Force. These employees are ineligible for bidding another Lead Agent vacancy for a minimum of one (1) year.

C. **Part-Time Agent Vacancies**

Permanent part-time vacancies which the Company decides to fill will be offered in the following order:

1. The senior full-time or part-time employee at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph E. of this Article.
2. The senior employee who possesses recall to a part-time position at the location.
3. The senior full time or part time employee with a system transfer bid on file for the part-time position at the location.
4. A new employee.

1 **D.** Temporary Full-Time Vacancies

2
3 1. Temporary full-time Agent vacancies which the
4 Company decides to fill will be offered as follows:

5
6 (a) The senior qualified employee possessing
7 recall to a full-time position in the location
8 who is currently working part-time in the
9 location.

10
11 (b) The senior part-time employee within the
12 duty assignment.

13
14 (c) The senior qualified part-time employee
15 outside the duty assignment.

16
17 (d) The senior qualified employee possessing
18 recall to a full-time position **in the location**
19 who is currently on furlough and has an in-
20 station bid on file for the position.

21
22 (e) Assignment of the junior qualified part-time
23 employee in the location.

24
25 2. Temporary **full-time** Lead Agent vacancies which
26 the Company decides to fill will be offered as
27 follows:

28
29 (a) The senior full-time **Agent** within the duty
30 assignment where the vacancy exists.

31
32 (b) The senior qualified full-time **Agent** outside
33 the duty assignment where the vacancy
34 exists.

35
36 (c) **The senior qualified part-time Lead**
37 **Agent in the location (if applicable).**

38
39 (d) **The senior qualified part-time Agent in**
40 **the location.**

(e) Assignment of the qualified junior employee in the location.

3. In locations where part-time Lead Agents are permitted pursuant to Article 4.D., temporary part-time Lead Agent positions which the Company decides to fill will be offered as follows: It is understood that temporary part time Lead agents will be counted in the sixty-eight (68) as permitted in Article 4.D.

(a) The senior qualified part-time Agent in the location.

(b) Assignment of the qualified junior part time Agent in the location

4. Temporary positions may be covered with temporary upgrades for a duration not to exceed one hundred eighty (180) days. By agreement of the Company and the Union, employees occupying temporary upgrades may be extended for a period not to exceed an additional one hundred eighty (180) days.

5. In the event it is necessary to eliminate a temporary full-time position, the junior employee occupying a temporary full-time position will be reduced to his former status. **In the event it is necessary to eliminate a temporary part-time position, the junior employee occupying a temporary part-time position will be reduced to his former status.** When the position eliminated is not occupied by the more junior employee and a realignment between duty assignments is necessary, that realignment will be accomplished provided the more senior employee is qualified. **In the event of an involuntary assignment, the senior employee affected may request his former position in lieu of a junior employee.**

1 **E.** In-Station Transfer Bid File

- 2
- 3 1. Each covered station shall maintain a file for in-
- 4 station transfer requests. Employees within the
- 5 location desiring transfer to a different duty
- 6 assignment within the classification are required to
- 7 submit transfer requests on the appropriate Company
- 8 form. In-station transfer requests will remain valid
- 9 through December 31 of the year in which they are
- 10 submitted. Transfer requests will be accepted on or
- 11 after December 20 to be valid the next calendar year.
- 12
- 13 2. An employee with a bid on file will be awarded and
- 14 required to accept the position and all other in-
- 15 station transfer requests on file will be discarded.
- 16
- 17 3. An employee awarded an in-station transfer is
- 18 required to remain in the new position and/or duty
- 19 assignment for a period of six (6) months, but is
- 20 eligible for system transfers.
- 21

22 **F.** System Transfer Bid File

- 23
- 24 1. The **Company** shall maintain a file for system
- 25 transfer requests. Employees desiring transfer to
- 26 positions in different locations or classifications are
- 27 required to submit transfer requests on the
- 28 appropriate Company form. System transfer requests
- 29 will remain valid for a period of one (1) year from
- 30 the date the request is received.
- 31
- 32 2. System transfer offers to other locations shall be
- 33 communicated to the employee's station
- 34 management. Employees will have until 5:00 p.m.
- 35 Eastern Time the following business day to respond
- 36 to the system transfer offer. Employees may file a
- 37 proxy on the designated Company form with their
- 38 Station Director/Manager, or his designee. The
- 39 proxy will give the manager, or designee, the
- 40 authority to accept or refuse the transfer offer on the
- 41 employee's behalf in the event the transfer offer is

made and the employee cannot be contacted within the time frame prescribed above. In the event the employee cannot be contacted and does not have a proxy on file, the employee will be bypassed and will be considered to have refused the transfer offer.

3. Employees refusing a system transfer offer will be prohibited from submitting a system transfer request to any location for a period of six (6) months and all other transfer requests on file will be discarded. The six (6) month restriction will be lifted prior to considering applicants from outside the Company.
4. Employees awarded system transfers to other locations will be scheduled to report for work at the new location immediately, but no later than fourteen (14) calendar days after notification of the award as determined by the Company. Reasonable time off up to three (3) days for relocation purposes to a different location may be requested by the employee and will be granted where appropriate as unpaid. These employees will pay all moving and settlement expenses.
5. Employees awarded a system transfer are required to remain in the **awarded position and** location for a period of one (1) year and all other transfer requests on file will be discarded. **Except that:**

(a) Part-time employees are eligible to submit system transfer requests for full-time Agent within the location.

(b) Full time or part time agents are eligible for transfers to Lead Agent positions.

- G.** An employee may submit as many in-station or system transfer bids as they wish except as otherwise provided for in this Agreement. Employees may also withdraw in-station or system transfer bids by written request to the appropriate Company official any time prior to being offered a transfer.

1 **H.** Employees on level three (3) of the progressive discipline or
2 attendance control programs are not eligible for any system
3 transfers. **Involuntarily furloughed employees who are on**
4 **level 3 of the progressive discipline or attendance control**
5 **programs will have a one-time opportunity to be offered**
6 **a system transfer to a full time or part time fleet service**
7 **agent position, except as prohibited in Article 9. B. 2(e)**
8 **and 9. B. 3(c).**

9
10 **I.** Employees transferring through the in-station or system
11 transfer bid procedures will assume the available shifts/days
12 off in the new location, position and/or duty assignment until
13 the next schedule bid.

14
15 **J.** Probationary employees are ineligible for in-station or
16 system transfer, except that a probationary employee will
17 receive consideration before a new employee **as outlined**
18 **below.**

19
20 **The Company will consider transfer requests on a case-**
21 **by-case basis from probationary employees meeting the**
22 **following criteria:**

- 23
24 **1. Completion of fifty (50) active calendar days of**
25 **the one-hundred (100) active calendar day**
26 **probationary period.**
27
28 **2. Employee has maintained a good work record.**
29
30 **3. The employee's transfer does not adversely affect**
31 **staffing requirements in the vacating position.**
32

33 **Based on these criteria the Company reserves the right to**
34 **approve transfers for employees who have met these**
35 **criteria.**
36

37 **K.** Where the total complement of employees does not change
38 within a station and classification within a classification
39 group, but a reallocation of employees is required between
40 duty assignments there is no vacancy deemed to exist for
41 system bidding purposes.

1 **L.** The Union shall be notified in writing of the name, location,
2 Seniority Date and effective date of each employee awarded
3 a system transfer. The Company will post these awards at all
4 stations on a monthly basis.

Article 9 - Reductions in Force, Displacements and Recall

A. Station Workforce Realignment

1. **Full-Time** Lead Agents

When a station reduction requires a realignment of the existing **full-time** Lead Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open **full-time** Lead Agent lines exist. If there are no open **full-time** Lead Agent lines, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior **full-time** Lead Agents. If the affected employee is the junior **full-time** Lead Agent, he will be covered by Paragraph A.3. of this Article.

2. **Part-Time** Lead Agents

When a station reduction requires a realignment of the existing **part-time** Lead Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open **part-time** Lead Agent lines exist. If there are no open **part-time** Lead Agent lines, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior **part-time** Lead Agents. If the affected employee is the junior **part-time** Lead Agent, he will be covered by Paragraph A.4. of this Article.

3. Full-Time Agents

When a station reduction requires a realignment of the existing full-time Agent workforce between duty assignments, affected employees will be permitted to

bid, in Classification Seniority order, available duty assignments within the station where open full-time Agent lines exist. If there are no open full-time Agent lines within the station, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior full-time **Agent**.

Full-time employees who have completed their probationary period, but do not have sufficient seniority to hold a full-time position in the location will be covered by Paragraph B below.

When a station Agent full-time reduction is accomplished and a Lead Agent is among the affected employees based on Classification Seniority, then the Lead Agent will be displaced by the senior qualified full-time employee within the classification group who submits an in-station transfer bid to the Lead Agent position and duty assignment as outlined in Paragraph B.2 (b) of this Article.

4. Part-Time Agents

When a station reduction requires a realignment of the existing part-time workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open part-time lines exist. If there are no open part-time lines, **affected** employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's junior part-time **employees**.

Part-time employees who have completed their probationary period, but do not have sufficient seniority to hold a part-time Agent position in the location will be covered by Paragraph B below.

1 B. System Displacements

2
3 1. Individuals to be furloughed or displaced shall be
4 given at least fourteen (14) calendar days notice, or
5 ten (10) days pay in lieu thereof. However, such
6 notice requirement may be waived in cases of an act
7 of God, war emergency, revocation of the
8 Company's operating certificate, a grounding of
9 Company aircraft, or any strike or picketing.

10
11 2. Full-Time Employees

12
13 (a) After station realignment of manpower has
14 been completed as outlined in Paragraph A.
15 of this Article, the affected junior full-time
16 employees in the location based on
17 Classification Seniority who have completed
18 their probationary periods will:

19
20 (1) Be permitted to bid, in
21 Classification Seniority order,
22 available full-time Agent positions
23 in other stations. If there are
24 insufficient available full-time
25 positions, **affected** employees may
26 displace, in Classification Seniority
27 order, the most junior full-time
28 employees on the system; or

29
30 (2) Be permitted to bid, in
31 Classification Seniority order,
32 available part-time positions at the
33 station. If there are insufficient
34 available part-time positions,
35 **affected** employees will be
36 permitted to bid, in Classification
37 Seniority order, the lines of work
38 occupied by the station's most junior
39 part-time Agents, **only if they are**
40 **senior to the part-time employee;**
41 or

(3) Accept furlough.

(b) In the event the system reduction includes employees occupying Lead Agent positions, then the affected Lead Agent will be displaced by the senior qualified full-time employee within the classification group who submits an in-station transfer bid to the Lead Agent position within three days of the reduction notice.

(c) Displaced full-time employees who are awarded full-time positions at other stations and who refuse the award will be deemed to have resigned from the Company.

(d) Furloughed employees will be prohibited from submitting system transfers for a period of twelve (12) months from the effective date of their furlough to any location offered during the displacement process that was not listed on their displacement bid. These employees are eligible to submit bids for system transfers for other locations. Employees will also be prohibited from submitting system transfers for a period of twelve (12) months to part-time positions in their location if they had sufficient seniority to displace to part-time.

(e) Employees who have not completed their probationary period will be released.

(f) Displaced employees are immediately eligible to submit bids for any system or in-station vacancy.

3. Part-Time Employees

(a) A reduction in the part-time workforce within a location shall be in reverse order of

Classification Seniority. Part-time employees who have completed their probationary periods and are affected by a reduction-in-force (or displaced by an affected full-time employee from the station) will:

(1) Be permitted to bid, in Classification Seniority order, for available part-time positions in other stations; or

(2) Accept furlough.

(b) Displaced part-time employees who are awarded part-time positions at other stations and who refuse the award will be deemed to have resigned from the Company.

(c) Furloughed employees will be prohibited from submitting system transfers for a period of one (1) year from the effective date of their furlough to any location offered during the displacement process that was not listed on their displacement bid. These employees are eligible to submit bids for system transfers for other locations.

(d) Displaced employees are immediately eligible to submit bids for any system or in-station vacancy.

(e) Employees who have not completed their probationary period will be released.

C. Recall

1. Recalls of furloughed and displaced employees shall be in Classification Seniority order.

- 1 2. **Furloughed and displaced employees offered**
2 **recall will have until 5:00pm Eastern time the**
3 **next business day following the receipt of the**
4 **offer in which to accept recall. Recall offers will**
5 **be made by personal telephonic conversation or**
6 **first class and registered US mail.** Employees who
7 are recalled shall be required to report for duty
8 within fifteen (15) days following the offer of recall.
9
- 10 3. Furloughed employees shall maintain recall for a
11 period of four (4) years. Displaced employees shall
12 maintain all recall rights. Furloughed employees will
13 be responsible to provide their Station
14 Directors/Managers with their current address and
15 telephone number. Displaced employees who resign
16 from any position with the Company shall forfeit all
17 recall rights and shall have their names removed
18 from the seniority roster.
19
- 20 4. Furloughed and displaced full-time employees shall
21 have recall rights to full-time positions **in the**
22 **location** from which they were displaced.
23 Furloughed and displaced full time employees shall
24 have recall rights to part-time positions within the
25 station from which they were furloughed/displaced
26 only if they did not have sufficient seniority to
27 displace to part-time.
28
- 29 (a) Furloughed and displaced full-time
30 employees who refuse part-time recall shall
31 forfeit any further part-time recall, but shall
32 not forfeit full-time recall.
33
- 34 (b) Displaced full-time employees who refuse
35 full-time recall to the station from which
36 they were displaced will forfeit all recall
37 rights to that station.
38
- 39 (c) Furloughed full-time employees who refuse
40 full-time recall to the station from which
41 they were displaced shall be deemed to have

resigned their positions from the Company and shall have their names removed from the seniority roster.

5. Displaced part-time employees who refuse part-time recall to the station from which they were displaced shall forfeit any further recall to that station. Furloughed part-time employees who refuse part-time recall to the station from which they were displaced shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.
6. Employee's furloughed/displaced from a location that is closing will be given the option of selecting a new location for recall. The new location is chosen at the time the location closes and may only be changed if the employee is affected as a result of another location closing. Employees from closed locations will be placed on the recall list within their classification for their new location, along with employees furloughed/displaced from the location, in seniority order. These employees will also maintain all recall rights to the closed location.
7. Furloughed employees whose recall rights have expired shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.

D. Voluntary Furlough

1. Eligibility

- (a) Full-time and part-time employees are eligible to apply for voluntary furloughs when there are employees currently possessing recall rights to **their location in the same status (full-time or part-time)** or during a displacement process.

(b) Voluntary furloughs awarded by the Company will be awarded in seniority order within the location **and status (full-time or part-time)**. An employee requesting voluntary furlough will be advised that the possibility of recall to their position depends on the availability of an open position, their relative seniority, and the duration of their recall rights.

(c) **Lead Agents requesting voluntary furloughs will be required to relinquish their Lead Agent positions and will be furloughed as Agents.**

2. Employees awarded a voluntary furlough will:

(a) Be placed on furlough and will retain recall rights for a period of four (4) years to a Fleet Service Agent position at the location **within the status (full-time or part-time)** from which they were furloughed;

(b) Accrue Date of Hire/Classification Seniority for a period of four (4) years from the effective date of furlough;

(c) Be advised that, the employee may be eligible for unemployment compensation as determined by their local unemployment agency;

(d) Be eligible for system transfers. Employees who are awarded a system transfer to **another** location will relinquish recall to the former location from which they took voluntary furlough;

(e) Be eligible to bid for positions posted through the **internal job posting program**. Employees on a voluntary furlough who are

1 awarded an **internal job posting program**
2 position will relinquish recall rights to their
3 former classification and location;
4

5 (f) Not be entitled to any furlough allowance;
6

7 (g) Not be eligible to submit a request for a
8 voluntary furlough for a period of twelve
9 (12) months from the effective date of return
10 to work from a previous voluntary furlough
11 status;
12

13 (h) Receive payment for or have applicable
14 deduction for vacation;
15

16 (i) Continue to be responsible for the
17 employee's portion of applicable
18 medical/dental and life insurance premiums
19 for a period of ninety (90) days. The
20 Company will continue to pay the Company's
21 portion of the cost of the applicable
22 medical/dental and life insurance for a period
23 of ninety (90) days;
24

25 (j) Receive on-line travel benefits for the
26 employee and eligible family members for a
27 period of twenty-four (24) months following
28 the effective date of furlough. These
29 employees are not eligible for travel benefits
30 on other airlines and companion pass travel
31 is not available during furlough.
32

33 3. Recall 34

35 (a) Employees on voluntary furloughs will be
36 placed at the bottom of the appropriate recall
37 list for the location. **Employees may have**
38 **their rightful position on the recall list**
39 **reinstated (on the basis of applicable**
40 **seniority) upon written notification to the**
41 **Company on the appropriate Company**

1 form at least one (1) month prior to the
2 requested effective date of reinstatement.
3 When recall is reinstated, the employees
4 will be eligible for recall in the same
5 manner as other employees displaced
6 from the classification and location.
7

8 (b) Employees may be recalled from a voluntary
9 furlough if the needs of the Company
10 dictate, in inverse order of seniority.
11 Employees who refuse recall from voluntary
12 furlough will be deemed to have resigned
13 from the Company and have their name
14 removed from the seniority roster.
15

16 (c) Employees accepting recall to another
17 location will relinquish recall rights to the
18 location from which they took voluntary
19 furlough.
20

21 4. Employees, with five (5) years or more of credited
22 service, who are awarded a voluntary furlough and
23 who reach age fifty-five (55), may retire from
24 voluntary furlough status and receive retirement
25 benefits (e.g., medical, dental, and term pass
26 benefits) provided that at the time of the retirement
27 request there is an available system vacancy in the
28 classification and status (full-time or part-time) that
29 the employee occupied at the time they were granted
30 the voluntary furlough and recall rights have not
31 expired.

Article 10 - Furlough Benefits

A. Furlough Allowance

1. Furlough allowance is paid to employees who are furloughed as a result of a reduction-in-force and for no other reason. The Company shall not be liable for furlough allowance where reductions-in-force are the result of an act of God, war emergency, revocation of the Company's operating certificate, a grounding of Company aircraft, or any strike or picketing.
2. Full-time employees who have completed two (2) or more years of service, based on Hire Date, on the date furloughed will receive furlough allowance at the rate of one (1) week's pay for each completed year of service, up to a maximum of fifteen (15) weeks. A week of furlough allowance is computed on the basis of the employee's base straight time hourly rate at the time of furlough, multiplied by forty (40) hours.
3. Part-time employees who have completed two (2) or more years of service, based on Hire Date, on the date furloughed will receive furlough allowance at the rate of one (1) week's pay for each completed year of service, up to a maximum of ten (10) weeks. A week of furlough allowance is computed on the basis of the employee's straight time hourly rate, multiplied by the average number of regularly scheduled work hours per week during the preceding fifty-two (52) weeks, excluding overtime hours, extra hours and shift swap hours on or off.
4. Furlough allowance is paid in successive pay periods immediately following the effective date of the furlough until the employee has returned to work or the entitlement is exhausted, whichever occurs first.

- 1 B. Furloughed employees will receive a lump sum payment for
2 accrued, unused vacation days. This payment will be made at
3 the later of the employee's final paycheck or the employee's
4 final furlough allowance payment. Vacation days taken in
5 advance of accrual will be deducted from the employee's
6 final paycheck. Sick bank days are not paid.
7
- 8 C. Medical/Dental and Life Insurance Benefits
9
- 10 1. Full-time: the Company will continue to pay the
11 Company's portion of the cost of applicable
12 medical/dental and life insurance for a period of time
13 equal to the sum of: (1) duration of the furlough
14 allowance, if any, and (2) ninety (90) days.
15
- 16 2. Part-time: the Company will continue to pay the
17 Company's portion of the cost of applicable
18 medical/dental and life insurance for a period of time
19 equal to the duration of the furlough allowance, if
20 any.
21
- 22 3. Furloughed employees are responsible to continue
23 payment of the employee's portion of the cost of
24 applicable medical/dental and life insurance during
25 the extension periods as described in Paragraphs C.1
26 and C.2 above.
27
- 28 D. On-line travel benefits for the employee and eligible family
29 members will extend for a maximum of three (3) years
30 following the effective date of furlough. Furloughed
31 employees are not eligible for transportation on other airlines
32 and companion pass travel is not available during furlough.
33
- 34 E. Furloughed employees who have been returned to work and
35 are again furloughed within a one-year period will receive
36 any unused furlough and benefits allowance remaining from
37 the previous furlough.
38
- 39 F. An employee who has returned to the service of the
40 Company and who has completed one (1) year of
41 compensated service after such return and who is again

1 furloughed under conditions entitling him to furlough
2 allowance as described in Paragraph A.2 and A.3 above,
3 shall be entitled to:
4

5 1. Any previously unused furlough allowance, or if it
6 results in a greater amount, up to five (5) weeks of
7 furlough allowance computed as provided for in this
8 Article based upon his total compensated service
9 prior to his return.

10
11 2. An amount computed on his years of compensated
12 service with the Company beginning one year
13 following the date of such return to the Company's
14 service.

15
16 G. Employees, with five (5) years or more of credited service,
17 who are furloughed and who reach age fifty-five (55), may
18 retire from furlough status, provided recall rights have not
19 expired, and receive retirement benefits (e.g. medical, dental,
20 and term pass benefits).

1 **Article 11 - Medical Examinations**
2

3 A. Employees may be required to submit to a Company paid
4 medical examination at the time of employment and any
5 time the Company determines that an employee's physical or
6 mental condition may impair the performance of his duties
7 or poses a safety hazard to himself, other employees, or
8 customers. The employee, upon request, shall be furnished a
9 copy of the Company's medical examiner's report.

10
11 B. Any information obtained by or as a result of a Company's
12 medical examination shall be strictly confidential between
13 the Company, its insurance carriers, the Company's doctor,
14 and the employee, and shall not be divulged to any other
15 person without the written permission of the employee.

16
17 C. Any employee who fails to pass a Company medical
18 examination shall, at his option, have a review of his case as
19 follows:

20
21 1. The employee may employ a qualified medical
22 examiner, of his own choosing and expense, for the
23 purpose of conducting a physical/mental
24 examination covering the problem(s) and/or
25 conditions covered by the medical examiner
26 employed by the Company which found the
27 employee unfit for duty.

28
29 2. A copy of the findings of the medical examiner
30 chosen by the employee shall be furnished to the
31 Company; and in the event that such findings verify
32 the findings of the medical examiner employed by
33 the Company, no further review of the case shall be
34 afforded.

35
36 3. In the event that the findings of the medical
37 examiner chosen by the employee shall disagree
38 with the findings of the medical examiner employed
39 by the Company, the Company will, at the written
40 request of the employee, ask that the two medical
41 examiners agree upon and appoint a third qualified

1 and neutral medical examiner, preferably a
2 specialist, for the purpose of making a further
3 medical examination of the employee to determine
4 his fitness for duty.
5

6 4. The said neutral medical examiner shall then make a
7 further examination of the employee in question, and
8 the case shall be settled on the basis of such
9 findings. Copies of such medical examiner's report
10 shall be furnished to the Company and to the
11 employee.
12

13 5. The expense of employing a neutral medical
14 examiner shall be borne one-half (1/2) by the
15 employee and one-half (1/2) by the Company.
16

17 D. When an employee is removed from service by the
18 Company as a result of his failure to pass the Company's
19 medical examination and appeals such action under the
20 provisions of this Article, he must, in order to be considered
21 for lost time, appeal within **twenty-one (21)** days of receipt
22 of the Company's medical examiner's report. If, under the
23 provisions of this Article, his removal from service is
24 ultimately found to be unwarranted, he will be paid
25 retroactively for time lost in the amount that he would have
26 earned in his regularly scheduled work shifts, except to the
27 extent he has unreasonably delayed the medical examination
28 process.

Article 12 - Leaves of Absence

A. Employees will be eligible for the following leaves of absences: family medical, medical, personal, adoption, jury, military, bereavement, Union and political. Such leaves will be administered in accordance with Company policy. The terms and conditions of the leave must be described in writing and provided to the employee at the onset of the leave.

B. Family Medical Leave: Employees will be eligible for leave from work pursuant to the terms of the Family Medical Leave Act (FMLA) of 1993. Employees are required to exhaust all paid leave, including accrued vacation prior to being placed on unpaid medical leave for non OJI approved FMLA. Employees may not use sick leave to supplement OJI FMLA but must use accrued vacation for FMLA OJI prior to being placed on unpaid medical leave and may use accrued vacation for non FMLA OJI prior to being placed on unpaid medical leave.

C. Medical Leave: An employee unable to work due to personal illness or injury, physical disability or pregnancy may apply for a medical leave of absence, using the Company specified form. The Company may require such leave to run concurrently with Family Medical Leave. Such application must be accompanied by a physician's explanation of the condition, physical limitations, prognosis for recovery and the length of time the employee will be out of work.

Approved leaves will be for a period of not more than ninety (90) days. Extensions of ninety (90) day increments will be considered when accompanied by the required documentation. Any employee who remains on leave status in excess of three (3) years shall be deemed to have resigned his position, and shall be removed from the seniority roster.

D. Personal Leave: A request for a personal leave of absence shall be considered on its merits, and balanced against the needs of the service. The Company may require such leave to run concurrently with Family Medical Leave. Application

for such leave will be made on the Company specified form and submitted to the Company, with a copy to the local Union representative. Such leave of absence, if granted, will be for a period of not more than ninety (90) days. Subject to the same criteria, the employee may be eligible for one (1) ninety (90) day extension.

E. Adoption Leave: An employee who chooses to adopt a child may request an unpaid adoption leave of absence. The leave will be granted if the adoption agency and/or adoption laws governing the geographical location where the employee resides require that the employee does not work for an additional specified period of time after having taken custody of the child. Evidence of such requirement must be presented to the Company at the time the written request for the leave is made. The leave will commence on the date the employee takes custody of the child and will continue until a court of competent jurisdiction issues, or refuses to issue, a decree declaring the employee the legal parent of the child. The Company may require such leave to run concurrently with Family Medical Leave.

F. Jury Duty: Employees will be granted time away from work for jury duty, when such event is documented by submission of a court notice. The employee will receive the difference between his regular pay and the actual payment received for jury duty (excluding expense reimbursement). Employees must provide proof of jury duty service and verification of the amount of payment received to the Payroll Department immediately upon receipt of jury duty payment.

Employees assigned to jury duty will not be required to report for work on any day that the jury duty work requires more than two (2) hours. While serving on jury duty, should the employee be released within two (2) hours of reporting for such duty, he will be required to report for work to complete the remainder of his shift for the day.

Employees will remain on their normal shift and scheduled days off, except when jury duty extends beyond five (5) calendar days. In these instances, scheduled days off will be

reassigned to Saturday and Sunday for the duration of the jury duty.

- G. Military Leave: Employees will be permitted unpaid leave from the Company for military service. Terms and conditions of the leave, and the return to duty, will be those established by law.

Employees will receive a maximum of ten (10) paid working days off within a fourteen (14) calendar day period in a calendar year for reservist training that will not count against the employee's vacation. Employees working a four day workweek will receive a maximum of eight (8) paid working days off within a fourteen (14) calendar day period in a calendar year for reservist training that will not count against the employee's vacation. **Employees in reservist training as described herein will be considered on active status for the purpose of vacation and sick leave accrual during reservist training.** The Company will pay the employee the difference between his regular pay, excluding shift premium, and the amount received from the military. Employees will be required to provide the Company with a copy of their reserve training orders and will be required to submit to the Company proof of the amount of pay received from the military within seven (7) days after the employee returns. This amount (excluding expenses) will be deducted from the employee's next pay check.

- H. Bereavement Leave: Upon providing proper documentation, employees shall be allowed three (3) work days off without loss of pay if they suffer a death in their immediate family. Immediate family for the purposes of this Paragraph shall include: father or step-father (one only), mother or step-mother (one only), spouse, child, **step-child**, brother, sister, father-in-law, mother-in-law, the employee's grandparents, the employee's grandchildren or any legal dependent residing in the employee's household.

- I. Union Leave: Employees accepting full-time employment with the Union shall, during such employment, be granted an indefinite unpaid leave of absence by the Company. Such

1 leave will not affect the seniority status of the employee. The
2 employee selected as Assistant General Chairman shall have
3 all employee benefits continue in effect during such leave.
4

5 J. An employee on a leave of absence who engages in other
6 employment or uses the time of leave for purposes other than
7 that for which it was granted without specific written consent
8 from the Company or does not provide management with
9 current information as to their status upon request or does
10 not return upon completion of the approved leave, will be
11 deemed to have resigned and his name will be stricken from
12 the seniority roster.
13

14 K. Political Leave: Any employee elected or appointed to a
15 full-time Federal or State governmental office will be
16 granted a political leave of absence not to exceed the term of
17 office, or subsequent reelection or reappointment. The
18 application for a political leave must be made in writing to
19 the Company, with a copy to the Union. An employee
20 granted a political leave will retain and accrue classification
21 seniority for the period of the leave, however, no other
22 Company benefits or privileges will be granted or accrued.
23 Employees granted a political leave must give thirty (30)
24 days notice of intent to return.

Article 13 - Sick Leave

A. Employees earn sick leave per calendar month for the months of January, March, April, May, July, August, September, November and December up to a maximum of seventy-two (72) sick leave hours per year for full-time employees and nine (9) sick leave days per year for part-time employees. There will be a maximum accrual cap of one thousand, four hundred (1,400) hours for full-time employees, and one hundred seventy-five (175) days for part-time employees in an employee's sick leave bank. To be eligible for sick leave accrual for the month, an employee must be active (not on a paid or unpaid leave of absence including occupational injury) for the majority of days in the calendar month. Employees receiving furlough allowance will not be eligible to accrue sick leave.

1. Eligible full-time employees accrue eight (8) hours of sick leave for each accrual month whether working a five (5) day, or a four (4) day workweek and regardless of the shift length. Sick leave is to be used in accordance with Paragraph B. below.
2. Eligible part-time employees accrue one (1) day of sick leave for each accrual month, whether working a five (5) day or a four (4) day workweek, and regardless of the shift length. A sick day is to be used in accordance with Paragraph B. below.

B. Accrued sick leave is used to compensate employees for absences due to personal illness, or injury only (off the job). Sick leave will not be used to supplement statutory benefits for OI. Employees eligible to use accrued sick time will be paid at fifty percent (50%) of the employee's scheduled hours for the first (**1st**) **sick day** of each occurrence and decremented at a fifty percent (50%) rate. Full-time employees who have **six hundred (600)** or more hours in their sick leave bank on the date of the sick leave occurrence and part-time employees who have **seventy-five (75)** or more days in their sick leave bank on the date of the sick occurrence will be paid one hundred (100%) percent and

decremented one hundred (100%) percent from their sick bank. Employees hospitalized overnight will have applicable sick day paid at one hundred (100 %) percent.

1. Full-time employees eligible to use sick leave, use sick leave in increments of full hours.

2. Part-time employees, eligible to use sick leave, use sick leave for absences will use the following chart when converting pay hours to the number of days to be deducted from his sick bank:

<u>Number of pay hours</u>	<u>Number of days deducted</u>
Less than 3 hours	0.5 day
3 to 6 hours	1.0 day
More than 6 but less than 9 hours	1.5 days
9 to less than 12 hours	2.0 days
12 to less than 15 hours	2.5 days
15 or more	3.0 days

3. Notwithstanding Paragraph B.2 above, a part-time employee, eligible to use sick leave, with regularly scheduled shifts of less than three (3) hours will have one (1) sick leave day deducted from his sick leave bank when absent for his regularly scheduled shift.

C. Sick occurrences under these procedures may subject employees to departmental attendance control procedures. An employee reporting off work sick is required to notify his supervisor (or designee) and disclose the nature of the unscheduled absence as far in advance as possible, but no later than the time established by local management. Employees will not be compensated when unscheduled absences are not reported within the established timeframes, however, such absences will be considered an attendance occurrence.

D. Employees covered by this Agreement and the Union recognize the obligations of employees of being truthful and honest in preventing unnecessary absences or other abuses of

sick leave privileges. Employees may be required to present confirmation of illness and the Company reserves the right to require, when in doubt of *bona fide* claim, a physician's certificate to confirm such sick claim. Abuse of sick leave privileges may subject the employee to disciplinary action up to and including termination.

E. Employees are required to exhaust all paid leave prior to being placed on unpaid medical leave for non OJI(and non-FMLA), and are required to exhaust all paid leave, including accrued vacation, for non-OJI approved FMLA prior to being placed on unpaid medical leave. Employees may not use sick leave to supplement OJI medical leave but must use accrued vacation for FMLA OJI and may use accrued vacation for non-FMLA OJI.

F. Employees on a medical leave of absence will not continue Company paid benefits beyond one hundred twenty (120) days from their last paid date, except that employees on medical leave as a result of an occupational injury will have medical/dental benefits extended for nine (9) months after the last compensated day provided the employee continues to pay his/her portion of the cost.

G. Employees who have more than one hundred seventy-five (175) days in their **sick leave** bank will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the one hundred seventy-five (175) day maximum cap.

H. Full-time employees transferring to part-time, or displaced to part-time, will have their full-time sick leave converted to part-time by dividing the number of full-time sick leave hours by four (4) on the effective date of the transfer. The result is the number of days in the employee's part-time sick leave bank. If the result exceeds one hundred seventy-five (175) days, the employee will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the one hundred seventy-five (175) day maximum cap.

1 I. Part-time employees transferring to full-time, or recalled to
2 full-time, will have their sick leave converted to full-time by
3 multiplying the number of part-time sick days by four (4)
4 hours on the effective date of the transfer. The result is the
5 number of hours in the employee's full-time sick leave bank.

Article 14 - Holidays

- A. The following days are designated paid holidays: New Year's Day, **Martin Luther King Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The holidays affected by the Federal Holiday Act are observed on the date established by Federal Law. Employees receiving furlough will not be eligible for holidays.
- B. When a full complement is not required on a holiday, the day off is offered on a basis of classification seniority within the classification, duty assignment, and starting time of the shift. Requests for the day off must be received at least fourteen (14) calendar days prior to the holiday.
- C. For pay purposes the holiday period shall be the twenty-four hour period beginning at 0001 local time and will include all consecutive time worked for any shift begun during this period.
- D. An employee on active pay status who is scheduled to work on a holiday and fails to work due to illness or injury shall receive holiday pay computed at his straight time rate (excluding shift premium) for that day. There shall be no charge to his accrued sick leave. The unscheduled absence will be an attendance occurrence.
- E. If a holiday falls within an employee's vacation period, he will receive **holiday pay as outlined in paragraph F. below in addition to vacation pay.**
- F. Employees will receive straight-time pay for regularly scheduled hours worked on a holiday. In addition each employee on active pay status will receive holiday pay for holidays at his regular rate of pay or such employee may elect to receive compensatory time as provided for below and in Paragraph G. of this Article. Holiday pay is defined as follows:

1 1. For full-time employees holiday pay will be equal to
2 eight (8) hours of pay, or converted to eight (8)
3 hours of compensatory time, whether working a five
4 (5) day workweek, or a four (4) day workweek and
5 regardless of the shift length.

6
7 2. For part-time employees scheduled to work, holiday
8 pay will be equal to the number of paid hours the
9 employee was scheduled to work or converted to an
10 equal number of compensatory time hours. For part-
11 time employees not scheduled to work, holiday pay
12 will be equal to the daily average of regularly
13 scheduled paid hours for the week.

14
15 G. Compensatory time may be accrued up to a maximum of
16 **eighty (80)** hours as described in Paragraphs F.1 and F.2
17 above. Requests for compensatory time off must be
18 submitted subject to local policy and will be granted based
19 on the needs of service.

1 **Article 15 - Vacations**
2

3 A. During the first calendar year of service, full-time employees
4 earn eight (8) hours of vacation, and part-time employees earn
5 one (1) day of vacation, for each full calendar month of
6 employment, up to a maximum of eighty (80) hours for full-
7 time and ten (10) days for part-time (no days are earned in
8 June or October). In the first month of hire, credit will be
9 given if hired on or before the fifteenth (15th) of that month.
10 Probationary employees are not eligible for vacation credit or
11 accrual until completion of **probation**, at which time accrual
12 will be retroactive
13

14 B. Following the employee's first calendar year of service, the
15 amount of vacation earned increases as the employee begins
16 the years of service designated in 15.B.1 and 15.B.2 below:
17

18 1. **Full-Time Employees-(effective January 1, 2015)**
19

When Empls. Begin Their	Monthly Accrual	Max. Yearly Accrual
1st yr of service	8 hours	80 hours
5th yr of service	12 hours	120 hours
14th yr of service	16 hours	160 hours
25th yr of service	20 hours	200 hours

20
21 (Note: Employees do not accrue vacation in the
22 months of June and October.)
23

24 2. **Effective January 1, 2015**, eligible part-time
25 employees scheduled to work a five (5) day
26 workweek for the majority of weeks in the vacation
27 accrual month, will accrue vacation as outlined
28 below for five (5) day workweeks. Eligible part-time
29 employees scheduled to work a 4 (four) day
30 workweek for the majority of weeks in the vacation
31 accrual month, will accrue vacation as outlined
32 below for four (4) day workweeks.

Should the part-time employee work an equal number of four (4) day and five (5) day workweeks in the accrual month, the employee will accrue according to the five (5) day workweek chart below. For the purposes of this provision, workweeks shall be considered within the month based on the first day of the workweek (Monday). For example, a workweek beginning on Monday, April 28, would be considered an April workweek to determine the accrual rate.

PART-TIME EMPLOYEES WORKING 5 DAY WORKWEEKS

When Empls. Begin Their	Monthly <u>Accrual</u>	Max. Yearly <u>Accrual</u>
1st yr of service	1 day	10 days
5th yr of service	1.5 days	15 days
14th yr of service	2.0 days	20 days
25th yr of service	2.5 days	25 days

(Note: Employees do not accrue vacation in the months of June and October.)

**PART-TIME EMPLOYEES WORKING 4 DAY
WORKWEEKS**

When Empls. Begin <u>Their</u>	Monthly <u>Accrual</u>	Max. Yearly <u>Accrual</u>
1st yr of service	0.8 days	8 days
5th yr of service	1.2 days	12 days
14th yr of service	1.6 days	16 days
25th yr of service	2.0 days	20 days

(Note: Employees do not accrue vacation in the months of June and October.)

- C. To be eligible for vacation accrual for the month, an employee must be active (not on a paid or unpaid leave of absence including occupational injury) for the majority of days in the calendar month. Employees receiving furlough allowance will not be eligible to accrue vacation.
- D. Vacation pay is computed at the employee's regular rate of pay. For full-time employees a vacation day will be equal to the scheduled hours for the day.
1. For part-time employees, the vacation day will be equal to the number of paid hours for which the employee was scheduled to work.
 2. For part-time open-time employees, vacation pay for each vacation day during the vacation period will be equal to the daily average of the regularly scheduled paid hours the previous week. For a DAT vacation day, the day will be equal to the number of regularly scheduled paid hours for which the employee was scheduled to work.
- E. In Class I stations, Vacations will be bid separately for full-time and part-time employees and will be awarded on a classification seniority basis. In Class II stations, vacations for full-time and part-time employees may be bid together and will be awarded on a classification seniority basis. The

number of employees from each classification/duty assignment permitted off at any time may be restricted based on the needs of service. Vacation bids may be bid separately by classification and/or duty assignment.

F. Vacations will be bid for the full calendar year and must be posted and bid by December 15 of the prior year. Vacations will be bid in full week increments on a single round basis and will be posted with all weeks beginning on Mondays.

G. Eligible full-time employees may elect to use up to **one-hundred-twenty (120)** hours, and eligible part-time employees may elect to use up to **fifteen (15)** days, of earned vacation time to be taken as Day-At-a-Time (DAT) vacation as provided for in Paragraph M. Prior to bidding vacation for the following year, employees will be required to designate the number of vacation weeks they will bid and the number of DAT hours/days they will set aside.

H. Awarded vacations periods will be scheduled concurrent with the employee's regularly scheduled days off. These vacation periods will be assigned before or after the scheduled days off, so that the majority of the vacation days fall during the week that was awarded. Regularly scheduled days off for an open-time employee for an awarded vacation period will be Saturday and Sunday. The Company will adjust an open-time employee's days off for the week following the vacation period to be Monday and Tuesday, if the employee was unable to successfully bid either Saturday and Sunday off the week prior to the awarded vacation period or Monday and Tuesday off the week following the awarded vacation period.

I. Vacations will be taken in the year earned. Employee vacation accruals in the current year may be taken in advance of time earned. If an employee terminates before the vacation time is actually earned, the unearned time will be deducted from his final paycheck.

J. Trading of vacation periods is not permitted, however, during a calendar year, vacation periods of five (5) days or

1 more that are available or become available, may be awarded
2 to the senior Agent with a preferential bid on file for that
3 vacation time period. This provision shall be subject to the
4 needs of service and will not apply when the Company has
5 less than 30 days notice of such vacated vacation period.
6

7 K. Agents transferring to a different station or different vacation
8 bid area or part-time employees awarded permanent full-
9 time vacancies or full-time employees awarded part-time
10 vacancies or Agents promoted to premium classifications
11 shall be allowed to reschedule their vacation period(s) to
12 available vacation weeks if their previous bid vacation
13 periods are not available. If sufficient vacation weeks are not
14 available, the Company will designate additional vacation
15 weeks sufficient to accommodate the employee's remaining
16 vacation weeks.
17

18 L. Vacation earned but not taken during the calendar year will
19 be paid during the first quarter of the following year. These
20 days will be paid at the employee's rate of pay on December
21 31 of the calendar year in which they were earned.
22

23 M. Employees will be required to bid a minimum of two (2)
24 weeks vacation annually. DAT vacation requests must be
25 submitted in writing by the employee no later than three (3)
26 days prior to the requested day off. DAT vacation requests will
27 be granted based on the needs of service in seniority order
28 within the classification, duty assignment and shift. An
29 employee will not be eligible for DAT vacation when on a
30 scheduled day off, a Company recognized holiday, during a
31 scheduled vacation period, or during a shift swap to work.
32

33 N. Upon an employee's termination or retirement from the
34 Company, unused accrued vacation will be paid at the
35 employee's current rate of pay. **Employees who have a**
36 **negative balance upon termination or retirement will be**
37 **required to repay the days through payroll deduction.**
38

39 O. Employees who fail to bid will be bypassed. Bypassed
40 employees who report late for bidding will be permitted to
41 select from any remaining open vacation weeks at the time

they report for bidding. Bypassed employees who fail to report for bidding during the bid process will be assigned vacation weeks from the remaining open vacation weeks.

P. Employees who have a negative vacation balance at the end of the year will be provided a letter indicating the number of negative hours, payroll deduction authorization and specified date for return of the signed payroll authorization. Employees will have the option to repay the negative vacation balance by having the subsequent year's vacation accrual reduced by the negative vacation balance (hours for full-time employees and days for part-time employees). Payroll deductions will be at the employee's rate of pay on December 31 of the calendar year in which the employee ends with a negative balance and will be deducted as follows:

- 1. If the negative balance is eight (8) hours or less, the repayment will be a one-time lump sum deduction; or,**
- 2. If the negative balance is more than eight (8) but equal to or less than eighty (80) hours, eight (8) hours will be deducted from each bi-weekly pay check until the negative balance is repaid; or,**
- 3. If the negative balance is more than eighty (80) hours, the total number of negative hours owed will be divided by ten (10) and that amount will be deducted from each bi-weekly pay check until the negative balance is repaid.**

Employees who do not return their payroll authorization letter by the required date, will have their subsequent year's vacation accrual reduced by the number of hours (or days for part-timers) equal to their negative balance. Employees who do not have sufficient unbid vacation days in the subsequent year to cover their negative balance will have the appropriate number of vacation days cancelled from their bid vacation.

Article 16 - Limited Duty

- A. An occupationally injured employee is required to accept a limited-duty position within the company provided he is qualified and the duties of the position do not exceed the restrictions provided by the employee's physician. The Company may assign a limited duty employee any work for which he is qualified.**
- B. Limited duty positions are offered to the extent that meaningful work is available, as follows:**
- 1. Limited duty positions may be filled by employees who are restricted in performing their job duties as a result of occupational injury.**
 - 2. Limited duty positions are offered, when available, for up to a maximum of sixty (60) workdays per injury.**
 - 3. The assigned limited duty position will not exceed the restrictions as provided by the employee's physician.**
 - 4. Employees working limited duty positions are eligible for shift trades or overtime only if they are fully qualified for the duties of the position.**
 - 5. Employees required to work limited duty may have their assigned days off changed effective any Monday following the date the employee is released to limited duty provided the employee is given a minimum of five (5) days' notice.**
 - 6. Employees required to work limited duty may have their assigned scheduled shift changed, provided the employee is given a minimum of forty-eight (48) hours' notice.**
- C. Required doctors and therapy appointments associated with the injury or disability while on limited duty should**

1 be scheduled around work hours. If employees are
2 unable to do so, they will be given the option of using
3 their accrued sick leave for the time missed to attend the
4 appointment(s) or take unpaid time.

5
6 **D. Where there are insufficient limited duty positions**
7 **available, open limited duty positions will be awarded in**
8 **seniority order.**

9
10 **E. An employee required to leave work to receive**
11 **immediate medical attention as a result of an**
12 **occupational injury will be paid for all remaining**
13 **regularly scheduled and swapped on hours not worked**
14 **that day.**

1 **Article 17 - Probation**
2

- 3 A. An employee shall be on probation for the first **one-hundred**
4 **(100) calendar days of active service.**
5
6 B. During probation, the employee's work schedule will be set
7 by the Company.
8
9 C. The Company has no responsibility to re-employ any
10 employee separated for any reason during the probationary
11 period. Probationary employees separated from the
12 Company lose all accrued seniority.
13
14 D. Probationary employees are not eligible for vacation or sick
15 leave credit or accrual until completion of **one-hundred**
16 **(100) calendar days of active service**, at which time
17 vacation and sick leave accrual will be retroactive.

1 **Article 18 - Uniforms**
2

3 Employees are required to wear a uniform while on duty in
4 compliance with Company uniform dress code standards.
5

6 A. Employees are required to purchase the initial basic uniform
7 issues, except where laws require the Company to pay for
8 costs of providing and replacing uniforms.
9

10 B. Payroll deductions in the amount of \$10.00 per pay period
11 for full-time employees, and \$5.50 per pay period for part-
12 time employees, will be made for purchase of basic issue
13 uniform items.
14

15 C. Basic issue uniform pieces will be replaced at Company
16 expense based on appearance and wear, or approximately
17 every eighteen (18) months.
18

19 D. Employees may purchase uniform pieces in addition to the
20 required basic issue **or optional uniform pieces** at their own
21 expense at any time. **Payment for additional basic or**
22 **optional uniform pieces will be a one-time lump sum or**
23 **four (4) equal payroll deductions, at the Employee's**
24 **option.**
25

26 E. Uniform pieces, which are damaged beyond repair by
27 aircraft fluids, cargo, cargo bins, etc., will be replaced with
28 the Company paying the full cost of replacement.
29

30 Employees who lose uniform pieces or damage uniform
31 pieces as a result of improper care/maintenance or cleaning
32 or as a result of not wearing protective clothing will be
33 responsible to pay for replacement pieces.
34

35 F. Uniform account balances for employees who are furloughed
36 will be frozen. Payroll deductions will resume when the
37 employee is recalled to active service.
38

39 G. Employees who terminate or resign are required to pay the
40 outstanding uniform account balance to the Company.

- 1 H. The Company will determine the required basic uniform
2 items.
3
- 4 I. Protective clothing will be provided by the Company as
5 follows:
6
- 7 1. Parkas or coveralls (employee will select one only)
8 will be provided to employees assigned to the ramp
9 in locations where below-freezing weather occurs
10 for frequent, extended periods of time. Employees
11 who have previously been issued parkas, will be
12 eligible to receive one pair of coveralls provided the
13 parka being replaced is at least sixty (60) months
14 old.
15
 - 16 2. Rain gear is provided to employees assigned to the
17 ramp.
18
 - 19 3. Ear protectors are provided to and must be worn by
20 employees assigned to positions exposed to aircraft
21 noise.
22
 - 23 4. Kneepads are provided to employees assigned to the
24 ramp in an aircraft loading/unloading capacity.
25
 - 26 5. Articles of protective clothing damaged by aircraft
27 fluids, cargo, cargo bins, etc., will be replaced by the
28 Company. Articles of protective clothing lost or
29 damaged by the employee will be replaced by the
30 employee.
31
 - 32 6. Employees transferring outside the bargaining unit
33 or who terminate or resign are required to return all
34 articles of protective clothing to the Company.
35
- 36 J. The Company reserves the right to utilize vendor-provided
37 uniforms and laundering. In the event the Company adopts a
38 vendor uniform system Paragraphs A and F will no longer be
39 applicable.

1 **Article 19 - Shift Definition**
2

3 A. Shifts are defined based on the scheduled starting time, as
4 follows:

- 5
6 1. Shift 1: Employees scheduled to report to work at or
7 after 0500, but before 1200, are on Shift 1.
8
9 2. Shift 2: Employees scheduled to report to work at or
10 after 1200, but before 1800, are on Shift 2.
11
12 3. Shift 3: Employees scheduled to report to work at or
13 after 1800, but before 0500, are on Shift 3.

Article 20 - Grievance Procedure

A. Union Representatives

The Union will be represented by properly designated committeemen in each station. Committeemen shall be allowed reasonable time required for authorized Union business during working hours, consistent with the needs of the service and shall be compensated for such time at their straight time rate. "Authorized Union business" is that relating to the investigation of grievances, disciplinary action, hearings, and grievance meetings with officials of the Company. In the conduct of such authorized Union business, the committeeman shall notify his supervisor of his desire to leave his work place, the reason therefore, and shall notify his supervisor of his return. When it is necessary for a committeeman to enter a department other than his own, he shall report immediately to the supervisor of that department stating the nature of his business.

The Union will be further represented at each point where Local Lodges exist by a Local Committee consisting of three (3) members elected by the Local membership; one of whom will be known as the Chairman. This Committee will deal with officials of the Company together with the Assistant General Chairman, or other accredited representatives of the Union. The Company and the Union will keep the other party advised through written notice of any change in authorized representatives.

It is understood that officials of either party having responsibilities under this procedure may delegate those responsibilities to another authorized representative.

The General Chairman, Assistant General Chairman, or other accredited representatives of the Union shall be permitted at any time to enter departments or facilities of the Company for the purpose of investigating grievances and disputes after contacting the Company representatives in charge and advising the purpose of their visit.

1 B. Grievance Steps

2
3 The procedure for the presentation and adjustment of
4 disputes or grievances that may arise will be as follows:

5
6 Oral Step

7
8 Any employee or group of employees who believe that any
9 provision of this Agreement has not been properly applied or
10 interpreted, may orally present the grievance to their
11 immediate supervisor within five (5) days of the occurrence
12 that leads to the grievance. The Supervisor shall give a oral
13 decision to the employee(s) within twenty-four (24) hours of
14 the discussion. Employees may be accompanied by an
15 accredited representative of the Union at this step. Oral step
16 decisions are non-precedential.

17
18 Step 1

19
20 If the employee is not satisfied with the verbal decision of
21 the employee's immediate supervisor, the matter, through the
22 local committee, must be reduced to writing on a standard
23 grievance form and given to his Station Director/Manager
24 within five (5) days of the verbal decision. The Station
25 Director/Manager will render a decision in writing to the
26 employee within seven (7) days of receipt of the grievance,
27 and a copy of the decision will be provided to the accredited
28 representative of the Union. Step 1 decisions are non-
29 precedential.

1 Step 2
2

3 If no satisfactory adjustment is reached in the previous Step,
4 the grievance may be appealed with or through the Local
5 Grievance Committee within ten (10) days of the receipt of
6 the Step 1 decision to the Customer Service Director. The
7 Customer Service Director may, at his discretion, establish
8 hearing dates to assist in the timely resolution of such
9 grievances. The Customer Service Director will render a
10 decision in writing within fourteen (14) days of receipt of the
11 appeal, or within seven (7) days of a hearing, whichever is
12 later.

13
14 Step 3
15

16 If no satisfactory adjustment is reached in the previous Step,
17 the decision may be appealed with or through the Assistant
18 General Chairman or his designee within fourteen (14) days
19 of the receipt of the Step 2 decision to the Vice President -
20 Labor Relations, or his designee. The Vice President - Labor
21 Relations, or his designee, shall schedule meetings consistent
22 with the availability of the Assistant General Chairman on a
23 frequency that will assure timely resolution or disposition of
24 the grievances. The Vice President - Labor Relations, or his
25 designee, shall render a decision in writing in the space
26 provided for it on the standard official grievance form as
27 soon as possible, but not later than fifteen (15) days
28 following the date of the Step 3 meeting.

29
30 At the request of either party and by mutual written
31 agreement between the Vice President - Labor Relations, or
32 his designee, and the Assistant General Chairman, the parties
33 may elect to have the grievance by-pass Step 3 and submit
34 the grievance to the Mediation Process described in
35 Paragraph K.

36
37 Step 4
38

39 If no satisfactory adjustment is reached in the previous step,
40 the decision may be appealed to the System Board of
41 Arbitration by presenting it through the Assistant General

Chairman. The written appeal must be submitted by the Assistant General Chairman to the Vice President - Labor Relations, or his designee, within thirty (30) days of the receipt of the Step 3 decision.

C. Issuance of Discipline

No employee who has successfully completed his probationary period will be disciplined to the extent of loss of pay or discharge without being advised in writing of the charge(s) preferred against him leading to such action. Such notice, or notice of any other disciplinary action, shall be presented to the employee not later than fourteen (14) days from the time the Customer Service Department learns of the incident upon which such charge(s) is based, with a copy to the local committee and Assistant General Chairman.

D. Disciplinary Grievances Other Than Discharge

In cases of discipline other than discharge, the employee may request a hearing at the Step 1 level. The request for a hearing must be submitted with the written grievance.

The hearing will be scheduled within ten (10) days of the Station Director/Manager's receipt of the grievance. The Station Director/Manager will render a decision in writing to the employee within ten (10) days of the hearing, and a copy of the decision will be provided to the accredited representative of the Union, and thereafter Steps 2 and above shall apply. Step 1 decisions are non-precedential. The time frame described in this Paragraph is an exception to the normal time frames within Step 1.

E. Discharge Grievances

In cases of discharge, the affected employee through the Local Committee, shall file his initial grievance with the Customer Service Director within seven (7) days of the discharge. The Customer Service Director shall schedule a hearing on the discharge grievance within ten (10) days of the filing of the grievance. The written decision of the

Customer Service Director shall be issued within ten (10) days of the hearing, and thereafter Steps 3 and above shall apply.

F. Remedy

The hearing officer of any suspension or discharge shall have the authority to grant relief including back pay, seniority and record correction appropriate to cases where it is decided to reduce or eliminate disciplinary penalties determined to be unwarranted under the standard of just cause.

G. Time Limits

1. The time limits set forth in this Article may only be waived by mutual, written agreement of the parties.
2. Failure of the Company to answer grievances within the prescribed time limits at any step automatically moves such grievances to the next level of the grievance procedure.
3. Failure of the employee or his Union representatives to comply with any of the prescribed time limits will withdraw any such grievances from further consideration.

H. Probationary Employees

Probationary employees may be disciplined or discharged at the Company's discretion and no probationary employee shall have the right to grieve any disciplinary or discharge action of the Company.

I. Hearings

All hearings and investigations will be conducted during regular day shift working hours, and Committee members and necessary employee witnesses shall receive only straight

time rate while handling grievances or attending investigations.

The Company official to whom a grievance appeal is submitted under this section may designate another member of management as hearing officer as necessary.

J. Union Activity

No employee selected as committeeman or officer of the Union will be discriminated against for lawful activity on behalf of the Union.

K. Mediation Process

When the Mediation Process is mutually agreed to in order to bypass Step 3 of the grievance process, the following will apply:

1. The issues mediated will be the same as the issues the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.
2. The grievant(s) will have the right to be present for the presentation of the case. Other attendees will include those individuals needed to present the parties' positions and to reach agreement with the authority to bind their respective parties. Non-participating observers will not be admitted except by mutual agreement of the parties.
3. The Company and the Union shall each appoint a principal spokesperson for the Mediation Conference.
4. The Mediator has the authority to meet both jointly and separately with the parties; however, the

mediator has no authority to compel resolution of the grievance.

5. Any grievance settled during a Mediation Conference that is intended to be non-precedent setting shall be so stated in a jointly executed settlement agreement.
6. If no settlement is reached during the Mediation Conference, the Mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the collective bargaining agreement, together with the reasons for his decision, unless both parties agree that no opinion shall be provided.
7. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.
8. Any written material or documentary evidence presented to the Mediator or to the other party shall be returned to the party presenting that material at the end of the Mediation Conference.
9. In the event that a grievance, which has been the subject of a Mediation Conference, is subsequently heard before the System Board of Adjustment, the mediator may not serve as the arbitrator, nor may he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such a grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or the participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.

10. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural arguments that they may have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such a conference.
11. All parties in the Mediation Conference, including the Mediator, are barred from disseminating information pertaining to the conference and/or individual grievances to the public, the media or like source.
12. All mediation fees and expenses will be shared equally between the parties. The Mediation Conference will be held in the same location, as would a System Board hearing.
13. Mediators will be selected by mutual agreement of the parties. If the parties are unable to agree to a mediator, then either party may write to the other appealing the grievance to the System Board.
14. If a mediated grievance is not resolved at the mediation conference, that grievance must be appealed within thirty (30) calendar days to the System Board of Adjustment.

L. Stenographic Report

When it is mutually agreed that a stenographic report is to be taken by a public stenographer of any investigation or hearing provided for in this Agreement, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings be taken by a public stenographer, the stenographic report of any such investigation or hearing may be taken by either of the parties to the dispute. A copy of such stenographic record will be furnished to the other party to the dispute upon request at a pro rata cost. The cost of any additional copies requested by either party shall be borne by

1 the party requesting them, whether the stenographic record is
2 taken by mutual agreement or otherwise.

1 **Article 21 - System Board of Arbitration**
2

- 3 A. In compliance with Section 204, Title II of the Railway
4 Labor Act, as amended, there is hereby established a System
5 Board of Arbitration (the Board) for the purpose of adjusting
6 and deciding grievances which may arise under the terms of
7 this Agreement.
8
- 9 B. The Board shall consist of three (3) members; a neutral
10 referee, a member selected by the Company and a member
11 selected by the Union. Upon timely receipt of appeal from
12 the Union to the Company's Director of Arbitration, Labor
13 Relations, or following submission of a Company grievance
14 by the Vice President of Labor Relations to the Union and
15 Company members of the Board, the Company's Director of
16 Arbitration, Labor Relations or his designee shall contact the
17 designated representative of the Union to select a mutually
18 agreeable arbitrator to serve as the neutral member of the
19 Board.
20
- 21 C. The neutral arbitrator shall be selected by the Company and
22 the Union from an established panel of neutrals as described
23 in Paragraph E. If the Company and the Union cannot agree
24 upon the neutral member, they shall select him/her by
25 alternately striking names from the panel. The order of
26 striking shall be determined by coin toss for the first case in
27 which a neutral member is chosen under these provisions
28 and, in subsequent cases, the parties shall alternate taking the
29 first strike. Either the Union or the Company, as the parties
30 determine in each instance, shall contact the selected neutral,
31 with appropriate notice to the other party, to determine
32 his/her availability. Unless otherwise mutually agreed upon,
33 if the neutral member selected for the particular case is
34 unable to serve within ninety (90) days after his/her selection
35 (or fifteen (15) days in the case of an expedited hearing), the
36 neutral who remained on the list prior to the last strike shall
37 be contacted as noted above. Such a procedure will be
38 followed until a panel member is selected to hear the case.
39
- 40 D. If the Company or the Union member of the Board considers
41 a grievance which has been submitted to the Board to have

sufficient urgency and importance, then that member shall provide written notice to the parties and the other Board member of the need for an expedited arbitration. The parties shall select an Arbitrator in accordance with the provisions of this Article as expeditiously as possible. The Board hearing shall take place not more than fifteen (15) days following notice of the need for expedited hearing, or at such later date as the parties mutually agree.

E. The panel of neutrals shall consist of nine (9) neutrals. The parties shall agree on a panel of neutrals in the following manner:

1. Each party shall provide to the other a list of eleven (11) neutrals within fourteen (14) days after the signing of this Agreement. Any names found on both lists will be deemed to be members of the panel. Any other names from either list, which can be agreed upon by the parties, will also be placed on the panel.
2. Should the parties fail to agree upon a panel of nine (9) neutrals within forty-five (45) days after the signing of this Agreement, then either party may petition the National Mediation Board (the NMB) for a list of candidates consisting of the requisite number needed plus a number of additional candidates equal to three (3) times the number of remaining neutrals needed. Any candidate offered by the NMB shall be a member of the National Academy of Arbitrators. The parties will then use an alternate strike process to arrive at the necessary number of neutrals, with the order of striking to be determined by coin toss.
3. Each panel member shall serve for a minimum period of twelve (12) months, effective on the date that the parties reach resolution on the first panel of thirteen. After a panel member has served for a twelve (12) month period, either the Company or the Union may serve notice to remove him/her by

1 notifying the other party. Within thirty (30) days of
2 such notification or if a vacancy occurs on the panel
3 the parties will endeavor to select a replacement. If
4 the parties cannot agree on a replacement panel
5 member within thirty (30) days, either the Union or
6 the Company may petition the National Mediation
7 Board to provide seven (7) names of arbitrators who
8 are members of the National Academy of Arbitrators
9 and the Company and the Union will select under
10 the procedures set forth in Paragraph C. above, one
11 (1) of the seven (7) arbitrators as a replacement
12 panel member.
13

14 F. Hearings of the Board will alternate between the Company's
15 main operating bases and the Company's corporate
16 headquarters unless the parties mutually agree otherwise.
17

18 G. The Board shall have jurisdiction over grievances under this
19 Agreement. The jurisdiction of the Board shall not extend to
20 proposed changes in hours of employment, rates of
21 compensation or working conditions covered by this
22 Agreement or any of its amendments.
23

24 H. The Board shall consider any grievance properly submitted
25 to it by the Union or by the Vice President of Labor
26 Relations when such grievance has not been previously
27 settled in accordance with the terms provided for in this
28 Agreement.
29

30 I. An employee covered by this Agreement may be represented
31 at Board hearings by any person designated by him and the
32 Company may be represented by any person designated by
33 it. Evidence may be presented both orally and in writing.
34 The Board may summon any witnesses who are employed
35 by the Company and who may be deemed necessary by the
36 parties to the dispute.
37

38 J. The decision of the System Board shall be rendered within
39 thirty (30) days after the close of the hearing. A majority
40 vote of the members of the Board shall be necessary to make

1 a decision. The decisions will be final and binding upon the
2 Company, the Union and the grievant(s).
3

4 K. The time limits specified in this Article may be extended by
5 mutual agreement between the parties to this Agreement.
6

7 L. Nothing contained in this Article will be construed to limit,
8 restrict, or abridge the rights or privileges accorded either to
9 the employees, the Company, or their duly accredited
10 representatives under the provisions of the Railway Labor
11 Act, as amended.
12

13 M. The Board shall maintain a complete record of all matters
14 submitted to it for consideration, and of all findings and
15 decisions made by it.
16

17 N. Each of the parties will assume the compensation, travel
18 expense and other expenses of the Board members selected
19 by them.
20

21 O. Each of the parties will assume the compensation, travel
22 expense and other expenses of the witnesses called or
23 summoned by them. A witness who is an employee of the
24 Company shall receive free round trip transportation over the
25 Company system, so far as space is available from the point
26 of duty or assignment to the point at which he must appear
27 as a witness, to the extent permitted by law.
28

29 P. The Company and Union members, acting jointly, shall have
30 the authority to incur such other expenses as, in their
31 judgment, may be deemed necessary for the proper conduct
32 of the business of the Board, and such expenses shall be
33 borne one-half (1/2) by each of the parties. Board members
34 shall be furnished free round trip transportation over the
35 Company system so far as space is available for the purpose
36 of attending meetings of the System Board, to the extent
37 permitted by law.
38

39 Q. A Board member shall be free to discharge his duty in his
40 capacity as a System Board member in an independent
41 manner without fear that his individual relations with the

1 Company or with the Union may be affected in any manner
2 by any action taken by him in good faith.

1 **Article 22 - Insurance**
2

3 A. Active employees covered under this Agreement may elect
4 to participate in one of the three levels of medical and dental
5 coverage described in Attachment A. Election to participate
6 in the Company's insurance programs must be accomplished
7 during the annual open enrollment period. Outside of the
8 annual open enrollment, changes to benefits may be made
9 within thirty-one (31) days of a work or family status change
10 (as defined by Company policy).

11
12 B. Employees will be eligible for medical and dental benefits as
13 follows:

14
15 1. The following employees will be eligible for Family
16 medical and dental coverage;

17
18 (a) Full-time employees

19
20 (b) Part-time employees working in Fleet
21 Service on April 5, 1999, who have recall to
22 a full-time Fleet Service position and have
23 not turned down a recall to a full-time Fleet
24 Service position.

25
26 (c) Employees working in Fleet Service on
27 April 5, 1999, who subsequently are
28 displaced from a full-time Fleet Service
29 position to a part-time position, providing
30 they do not turn down recall to a full-time
31 Fleet Service position.

32
33 2. Part-time employees not eligible for coverage as
34 described in Paragraph B.1 above will be eligible for
35 individual or family medical and dental benefits at
36 two times the full-time rates as described in
37 Attachment A.

38
39 C. Coverage will cease when an employee begins unpaid leave
40 status except that coverage may be extended to an employee

on Medical Leave as outlined below and also as provided for in the Furlough Benefits Article of this Agreement.

A non-probationary employee on medical leave may extend his medical/dental coverage for a period of up to one hundred twenty (120) days after his last compensated day provided the employee continues to pay his portion of the cost of the applicable medical/dental insurance except that employees on medical leave as a result of an occupational injury will have medical/dental benefits extended for nine (9) months after the last compensated day provided the employee continues to pay his/her portion of the cost. An employee on Family Medical Leave may extend coverage pursuant to the provisions of the Family Medical Leave Act.

D. Retirement

1. Employees must have attained the age of at least fifty-five (55) and have completed a minimum of five (5) years of credited service prior to their last paid day of employment to be eligible for medical/dental coverage during retirement as described in Attachment B. Full-time employees will be eligible for individual and family medical and dental benefits.
2. Retiree monthly medical contributions will be deducted from monthly retirement benefits or will be paid directly by the retiree.
3. Should the Company extend the duration of COBRA benefits to retirees of any other represented group such extension will also be made available to employees covered under the agreement.

E. The following Basic Group Life Insurance is provided by the Company.

1. Thirty-five thousand dollars (\$35,000) of life insurance coverage for each full-time employee. An

1 equal amount of accidental death and
2 dismemberment insurance coverage is included.
3

- 4 2. Seventeen thousand, five hundred dollars (\$17,500)
5 of life insurance coverage for each part-time
6 employee. An equal amount of accidental death and
7 dismemberment insurance coverage is included.
8

9 F. Each employee may purchase the following additional
10 Group Life Insurance: Rates for various life insurance
11 options listed below may vary from year to year. Any change
12 in rates will be communicated to all employees.
13

- 14 1. Full Basic Life Insurance is equal to two (2) times
15 the employee's basic annual salary. An equal
16 amount of accidental death and dismemberment
17 insurance coverage is included. Premiums on the
18 amount of coverage in excess of the first thirty-five
19 thousand dollars (\$35,000) for a full-time employee
20 and the first seventeen thousand, five hundred
21 dollars (\$17,500) for part-time employees will be
22 paid by the employee choosing this additional
23 coverage. Maximum coverage available is two
24 hundred thousand dollars (\$200,000).
25

- 26 2. An employee must have Full Basic coverage of two
27 times his basic annual salary to purchase Option I
28 and must have Full Basic coverage of two times his
29 basic annual salary and Option I coverage to
30 purchase Option II coverage.
31

32 (a) Option I, optional life insurance equal to an
33 additional one hundred percent (100%) of
34 the employee's basic annual salary.
35 Maximum coverage under Option I is one
36 hundred thousand dollars (\$100,000).
37

38 (b) Option II, optional life insurance equal to an
39 additional one hundred percent (100%) of
40 the employee's basic annual salary.

1 Maximum coverage under Option II is one
2 hundred thousand dollars (\$100,000).
3

4 G. Voluntary Group Accidental Death and Dismemberment
5 Insurance may be purchased in ten thousand dollar (\$10,000)
6 increments, up to a maximum of three hundred thousand
7 dollars (\$300,000).
8

9 H. The Company will not oppose the posting of any bulletins
10 offering benefits provided by any insurance company
11 sanctioned by the IAM & AW (excluding the current LTD
12 Plan offered through the company by NGP) on IAM bulletin
13 boards that US Airways does not offer under the current
14 benefits for Employees covered under this Agreement.

1 **Article 23 - Pension**
2

3 A. US Airways shall contribute to the I.A.M. National Pension
4 Fund, National Pension Plan in accordance with the
5 following terms:
6

7 1. Participation – All full-time and part-time Fleet
8 Service personnel who are represented by the
9 International Association of Machinists and
10 Aerospace Workers shall be eligible to participate in
11 the Plan effective January 1, 2003 or beginning on
12 the first day of employment if later. Notwithstanding
13 the above, contributions on behalf of probationary
14 employees will be made retroactively after the
15 probationary period has been completed.
16

17 2. US Airways will contribute to the I.A.M. National
18 Pension Fund, National Pension Plan as follows:
19

20 Full Time Employees

21 Hourly Pension Rate of \$.95 cents

22 Hourly Pension Rate of \$1.00 effective 7/4/05

23 Hourly Pension Rate of \$1.05 effective 7/2/07

24 **Hourly Pension Rate of \$1.15 effective 7/21/14**
25

26 Part Time Employees

27 Hourly Pension Rate of \$.60 cents

28 Hourly Pension Rate of \$.65 cents effective 7/14/08

29 **Hourly Pension Rate of \$.75 cents effective**
30 **7/21/14**
31

32 3. Benefit Levels and Other Terms – District Lodge
33 141 and US Airways hereby adopt and agree to be
34 bound by the Trust Agreement, dated May 1, 1960,
35 as amended, creating the I.A.M. National Pension
36 Fund and the Plan rules adopted by the Trustees of
37 the I.A.M. National Pension Fund in establishing
38 and administering the foregoing Plan pursuant to the
39 said Trust Agreement, as currently in effect and as
40 the Trust and Plan may be amended from time to
41 time.

1 The Company is obligated to contribute at the agreed
2 rate and does not guarantee that agreed rate will
3 provide the current benefit.
4

5 4. Future – In the event the Trustees of the IAM
6 National Pension Fund terminate the Company's
7 participation in the Plan for any reason, other than
8 failure to comply with the terms of this Agreement,
9 the Company shall have the right to withdraw from
10 the Plan and shall not be required to take any action
11 other than as required in this Agreement, to avoid
12 termination. If participation is terminated the
13 Company shall be required to make contributions to
14 the 401k Plan equivalent to the level required under
15 this Agreement.
16

17 5. Construction – This Article contains the entire
18 Agreement between the parties regarding pensions
19 and retirement under this Plan and any contrary
20 provisions in this Agreement shall be void. No oral
21 or written modification of this Agreement shall be
22 binding upon the Trustees of the I.A.M. National
23 Pension Fund. No grievance procedure, settlement or
24 arbitration decision with respect to the obligation to
25 contribute shall be binding upon the Trustees of the
26 said Pension Fund.
27

28 B. The 401(k) account is established to allow employees to
29 defer pay on a pre-tax basis. The employee contribution is
30 voluntary and is limited based upon Internal Revenue
31 Service regulations.
32

33 C. In order to be eligible to participate in the 401(k) Plan, the
34 employee must be eighteen (18) years of age or older with at
35 least 90 days of continuous service. This includes part-time
36 and full-time employees.
37

38 D. The following enhancements to the 401 (k) were agreed to as
39 part of the August 2002 Restructuring Agreement:

- 1 • Permit after-tax contributions to 401(k) Plan. US
2 Airways will implement six (6) months from date of
3 signing.
- 4 • Establish brokerage account in 401(k) Plan pending
5 approval from the Pension Investment Committee whose
6 approval shall not be unreasonably withheld. All
7 administrative costs associated with the brokerage
8 account will be borne by the employee.
- 9 • Permit catch-up contributions to 401(k) Plan pursuant to
10 IRC Section 414(v). US Airways will implement during
11 the second half of 2003.
- 12 • Increase pre-tax elective deferrals in 401(k) Plan to
13 twenty-two percent (22%) for non-highly compensated
14 employees. Implementation will be effective January 1,
15 2003.
- 16 • Add periodic distributions to 401(k) Plan. US Airways
17 will make this change effective January 1, 2003.

Article 24 - Training, Travel Pay and Meal Per Diem

- A. Employees are required to attend and successfully complete training programs sponsored by the Company.
- B. The following provisions will apply to employees who fail to successfully complete Fleet Service training programs required by the Company:
 - 1. If the training was required as a result of a voluntary transfer, the employee will be returned to his original station and duty assignment and will be assigned a schedule.
 - 2. If the training was required as a result of an involuntary displacement, the employee may file an internal station or system preferential transfer bid for transfer to any other duty assignment within Fleet Service. In the event the employee is unable to successfully transfer under these provisions, he will be placed on furlough status.
- C. Employees who do not successfully complete training will be prohibited from transferring to any vacancy requiring the same training curriculum for a period of one (1) year following the employee's return date.
- D. The Company reserves the right to have employees attend training programs during their normal shift when it is operationally possible.
- E. The Company may reassign employees to different shifts and days off when required to attend training when a minimum of five (5) days notice is provided.
- F. Compensation for Training
 - 1. Full-time employees required to attend training on a scheduled workday will receive pay for the actual classroom hours, plus any hours worked excluding an unpaid meal period. Where actual classroom

hours, plus hours worked excluding an unpaid meal period, exceed the full-time employees regularly scheduled paid hours for the day (8 or 10 hours), employees will be compensated at the applicable rate.

2. Full-time employees attending training on a scheduled day off will be paid the number of actual classroom hours, excluding an unpaid meal period, at the applicable rate.

3. Part-time employees attending training on a scheduled workday or a scheduled day off will be paid the number of actual classroom hours, excluding an unpaid meal period, at the applicable rate.

G. Employees required to attend training away from the geographic location of their station are compensated for travel time as outlined below. Travel time includes all scheduled flight time; all required scheduled connecting time; and required waiting time from the conclusion of training, excluding overnights.

1. Full-time employees traveling to and/or attending training away from the geographic location of their station on a scheduled workday will be compensated for a minimum of their regularly scheduled paid hours for the day (8 or 10 hours). If the travel time plus actual classroom time plus any hours worked (excluding an unpaid meal period) exceeds the regularly scheduled paid hours for the day (8 or 10 hours), travel time will be compensated at straight-time rates.

2. Part-time employees traveling to and/or attending training away from the geographic location of their station on a scheduled workday will be compensated for the minimum hours they were scheduled for that day at the straight time rates. If the travel time plus actual classroom time plus any hours worked

(excluding an unpaid meal period) exceeds the employees' regularly scheduled hours, they will be compensated at the straight time rates.

3. Employees required to travel on a scheduled day off will be compensated for travel time at the applicable rate.

H. Meal Per Diem Payments

When meals are not provided by the Company, per diem payments for meal expenses are provided to employees required to attend training away from the geographic location of their station as outlined in this Article.

Meal per diem payments are as follows:

1. Breakfast - \$5.00

Breakfast per diem is provided only on those days when employees are required to overnight the day prior to the training session.

2. Lunch - \$6.00

3. Dinner - \$12.00

Dinner per diem is provided when an overnight stay is required and the employee's flight to the training/meeting site departs prior to 6:00 p.m., or whose flight departs from the training/meeting site at the conclusion of the training session after 6:00 p.m.

Article 25 - Safety and Health

- A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities and to maintain at all times a registered first aid station to take care of its employees in case of accident, **injury** or illness.

The Company agrees to furnish good drinking water and sanitary fountains will be provided. The floors of the toilets and break rooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions. Break rooms will be lighted, ventilated and heated in the best manner possible, consistent with the sources of heat, ventilation and light available. Individual lockers will be provided for employees where facilities currently allow.

- B. The Company, Union and employees will cooperate toward **the** prevention of work related accidents, **injury or illness** and the furtherance of an aggressive safety program.

A Safety Committee will be established at each location where employees hereunder are based. Such Committee shall be comprised of one Company and one Union representative. In any location with two hundred seventy-five (275) or more Fleet Service employees, there shall be two **(2)** members from both the Company and the Union. Unless agreed to otherwise, the Safety Committee shall meet at least once a month to resolve safety issues and review corrective action taken for all lost time accidents which may have occurred.

Reasonable time without loss of pay will be allowed Union members of the local Safety Committee to investigate and handle safety complaints related to their location. Union Safety Committee members will request such time away from work from their immediate supervisor, who shall authorize the leave, as the service allows. Committee members will return to their work places promptly following conclusion of safety related activities. Within five (5)

workdays following the investigation, the Union members of the Committee shall provide a written report of the investigation to their immediate supervisor with a copy to the Ground Safety Department.

Union members of the Safety Committee will function in an advisory capacity and will be informed of all lost time accidents. The Union Safety Committee will be given advance notification of testing and will be provided with the results of environmental air, noise and contaminants testing. The Company will post such results in the appropriate location in non-technical terms. The Company shall continue to post OSHA Form 200 for review by the Union at each of its locations.

The Safety Committee **shall be permitted to** monitor the Company's application and compliance with State, Municipal and Federal safety and sanitary regulations. The Safety Committee may also make recommendations for the maintenance of appropriate safety and sanitary standards.

Both the Union and the Company shall encourage employees to utilize the Safety Committee for all unresolved safety related matters.

Both the Union and the Company shall cooperate in seeking resolutions to help reduce the accident frequency and severity rates.

In the event of a work place accident that results in loss of life, or limb, the Union Safety Director shall be notified by the Company of the incident as soon as possible by e-mail, text message and /or phone call. Upon notification the Union Safety Director shall be deployed to the accident scene on a space positive basis and be permitted to conduct an investigation, in conjunction with the company, of the accident on behalf of the injured member.

- C. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such

1 devices to be furnished by the Company. Employees will not
2 be required to use unsafe tools or equipment. However,
3 employees will be expected to report unsafe tools or
4 equipment to the supervisor before refusing to use such
5 defective tools or equipment. The Company will furnish
6 protective apparel, equipment and devices to all employees
7 required to work with acids or chemicals that are injurious to
8 clothing or employees.
9

10 D. Employees injured while at work shall be given medical
11 attention at the earliest possible moment, and employees
12 shall be permitted to return to work without signing any
13 release of liability pending the disposition of settlement of
14 any claims for damage or compensation. Such injured
15 employees who are able to work will be allowed to obtain
16 medical attention without loss of time. It is the responsibility
17 of the injured employee to report an injury to his immediate
18 supervisor during the work period in which the injury
19 occurred, if physically possible.
20

21 E. The Company will provide noise abatement ear protection to
22 employees who work in areas where they are required. Each
23 employee who desires noise abatement ear protection must
24 request same in writing.
25

26 **F. The Company and the Union intend to continue the**
27 **cooperative relationship between the Company's**
28 **Employee Assistance Program and the IAM Employee**
29 **Assistance Representative.**

1 **Article 26 - Part-time Employees**
2

3 Permanent part-time employees may be employed by the Company
4 based on needs of service as determined by the Company except that
5 the number of part-time employees will not exceed forty percent
6 (40%) of the total Fleet Service work force calculated on a system-
7 wide basis. All provisions in this Agreement will apply to part-time
8 employees unless otherwise specified.
9

10 The Company will not regularly schedule part-time employees
11 within the same duty assignment back-to-back where the work
12 requirement can be covered by a single full time employee.

1 **Article 27 - Union Shop and Dues Check-Off Agreement**
2

3 It is hereby agreed that there will be established a Union Shop under
4 the Agreement as follows:
5

6 A. In accordance with and subject to the terms and conditions
7 hereinafter set forth, all employees of the Company now or
8 hereafter fully subject to the Agreement between the parties
9 hereto shall, as a condition of their continued employment
10 subject to such Agreement, become members of the Union
11 within sixty (60) calendar days after the date they first
12 perform compensated service as such employees after the
13 effective date of this Agreement, and thereafter shall
14 maintain membership in good standing in such Union;
15 except that such membership shall not be required of any
16 individual until he has performed forty-two (42) days (336
17 hours) of such compensated service within a period of
18 twelve (12) consecutive calendar months. Nothing in this
19 Agreement shall alter, enlarge or otherwise change the
20 coverage of the Agreement.
21

22 B. 1. Employees who retain seniority under the
23 Agreement and who are regularly assigned or
24 transferred to full time employment not covered by
25 such Agreement, or are on leave, or are furloughed
26 on account of force reduction, will not be required to
27 maintain membership as provided in Paragraph A. of
28 this Article so long as they remain in such other
29 employment, on leave, or furloughed as herein
30 provided, but they may do so at their option. Should
31 such employee return to any service covered by the
32 Agreement, they shall, as a condition of their
33 continued employment subject to such Agreement,
34 be required to become and remain members in good
35 standing in the Union within thirty (30) days from
36 the date of their return to such service.
37

38 2. The seniority status and rights of employees who
39 serve in the Armed Forces shall not be terminated by
40 reason of any of the provisions of this Agreement,
41 but such employees, upon resumption of

employment, shall be governed by Paragraph A. of this Article.

- C. 1. Nothing in this Agreement shall require an employee to become or to remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied, or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union. For the purpose of this section, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same work classification at the same time in the same Local Lodge.
2. For the purpose of this Agreement, "Membership in good standing in the Union," shall mean that the employee is a member of the Union and is not more than sixty (60) days in arrears in the payment of initiation fees, assessments, and membership dues as referred to in Paragraph C.1.
3. When an employee becomes delinquent or not "in good standing" within the meaning of Paragraph C.2. above, he shall be subject to discharge and the following procedures shall apply:
- (a) The General Chairman of the Union shall notify the employee in writing, Certified mail, return receipt requested, and copy to the Vice President of Customer Service of the Company, that he is delinquent in the payment of initiation fees, assessments or membership dues as specified herein, and accordingly is subject to discharge as an employee of the Company. Such letter shall

1 also notify the employee that he must make
2 the required payment to the Financial
3 Secretary of the appropriate local lodge of
4 the Union within fifteen (15) days of the
5 date of mailing of the notice or be subject to
6 discharge.
7

8 (b) If, upon the expiration of the fifteen (15) day
9 period, the employee still remains
10 delinquent, the General Chairman of the
11 Union shall certify in writing to the Vice
12 President of Customer Service of the
13 Company, with copy to the employee, that
14 the employee has failed to make the required
15 payment within the fifteen (15) day grace
16 period provided in sub-paragraph (a) above,
17 and is therefore to be discharged. The Vice
18 President of Customer Service shall
19 promptly notify the employee involved that
20 he is to be discharged from the service of the
21 Company, and shall so discharge him for his
22 failure to pay or tender the initiation fees,
23 dues, and assessments as required under the
24 terms of this Article unless he files an
25 appeal.
26

27 (c) If the decision of the Vice President of
28 Customer Service is not satisfactory to the
29 employee or to the Union, it may be
30 appealed directly to the highest officer of the
31 Company designated to handle such appeals.
32 Such appeals shall be taken within ten (10)
33 calendar days of the date of the decision
34 appealed from, and if taken, shall operate to
35 stay action on the termination of
36 employment until the decision on the appeal
37 is rendered. The Company shall promptly
38 notify the other party in writing of any such
39 appeal. The decision of such appeal shall be
40 rendered within ten (10) calendar days of the
41 date the appeal is taken and the employee

1 and the Union shall be promptly advised
2 thereof. If the decision on such appeal is that
3 the employee has not complied with the
4 terms of this Agreement, his employment
5 and seniority in that class or craft shall be
6 terminated within ten (10) calendar days of
7 the date of said decision, unless the
8 Company and the Union agree otherwise in
9 writing.

- 10
11 (d) Such decision on appeal shall be final and
12 binding unless within seven (7) days thereof
13 the Union requests in writing that the
14 decision be reviewed in such joint
15 conference by the Vice President of
16 Customer Service or by his designated
17 representative, and the General Chairman, or
18 by his designated representative. If such
19 request is made, the decision on appeal shall
20 be reviewed in such joint conference within
21 seven (7) days of the date such request is
22 received, and any decision rendered within
23 such seven (7) day period shall be final and
24 binding. If the decision on such review is
25 that the employee has not complied with the
26 terms of this Agreement, his employment
27 and seniority in that class or craft shall be
28 terminated within ten (10) calendar days of
29 the date of said decision, unless the
30 Company and the Union agree otherwise in
31 writing.

32
33 D. An employee discharged by the Company under the
34 provisions of Paragraph C. shall be deemed to have been
35 discharged for non-payment of Union dues, and notation so
36 made on his employment record.

37
38 E. Time limits specified in this Article may be extended in
39 individual cases by written agreement of the Company and
40 the Union.

- 1 F. The grievance procedure of the Agreement will not apply to
2 cases arising under this Article.
3
- 4 G. Other provisions of this Agreement to the contrary
5 notwithstanding, the Company shall not be required to
6 terminate the employment of any employee until such time
7 as the services of a qualified replacement are available. The
8 Company may not, however, retain any employee in the
9 service under the provisions of this Paragraph for a period in
10 excess of ninety (90) calendar days from the date of the
11 Union's original notice except by mutual agreement by the
12 parties hereto.
13
- 14 H. 1. The Company will deduct from employees' wages,
15 and turn over to the Union, the Union membership
16 fees of each employee who individually and
17 voluntarily authorizes the Company to make such
18 deductions. Such authorizations shall be made upon
19 a card in a size and form mutually agreed to between
20 the Company and the Union. In order to become
21 effective, such authorization cards shall be delivered
22 by the Union to the Payroll Department of the
23 Company. Such authorizations shall not be
24 irrevocable for a period of more than one (1) year
25 from their effective date or beyond the termination
26 of this Agreement, whichever occurs sooner.
27
- 28 2. Deductions for dues shall be made from the
29 employee's paycheck for the first (1st) and second
30 (2nd) pay periods ending in each month. Such
31 deductions shall be made only in the event that
32 sufficient earnings remain for such deductions after
33 other deductions have been made for Withholding
34 Tax, Social Security contributions, and other
35 deductions required by law or by the Company.
36
- 37 3. If sufficient earnings do not remain after other
38 deductions as noted above for each pay period
39 during the month, or if there are employees on the
40 payroll that do not have on file with the Company an
41 authorization for dues deductions as per Paragraph

H.1., the Union shall be so notified. Notification shall include employee number, name, classification code, department, city and the amount of deduction for each period and total amount for the month. And it shall thereafter be the responsibility of the Union to collect dues for that month and for any month following in which sufficient funds are not available for such deductions.

4. The obligation of the Company to make such deductions shall terminate in the event an employee shall cease to be an employee as defined in Article 1 of this Agreement.

I. Upon submission of the appropriate form, a single flat sum deduction for an initiation fee shall be made from each newly hired employee's paycheck subject to Paragraph A. above. Such deduction shall be made only in the event that sufficient earnings remain for such deduction after other deductions have been made for Withholding Tax, Social Security contributions and other deductions required by law or by the Company.

J. The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Agreement.

K. This Agreement shall become effective on the date of signing of the Agreement, and shall continue in full force and effect concurrently with said Agreement.

L. The Company will provide for voluntary employee contribution to Machinist Non-Partisan Political League (MNPL) through payroll deduction

Article 28 - General and Miscellaneous

A. Service records shall be maintained for all employees by the Company. An employee and his Union representative will be granted access to the employee's individual personnel records when properly requested in writing by the employee. Management reserves the right to be present when employee personnel records are reviewed. This review may be accomplished prior to any grievance hearing and copies of relevant documentation will be provided.

Level I, II **and III** disciplinary letters issued to employees covered by this Agreement shall not remain in their personnel record for a period of more than twelve (12) active months except when associated with a higher discipline level. In such cases, the disciplinary letters will remain until the expiration of the higher discipline level.

B. A place shall be provided inside of each station marked "International Association of Machinists" where Union notices of interest to the employees may be posted. However, no political circulars, propaganda or advertisements will be placed on these bulletin boards.

C. The Company agrees to provide each employee covered by this Agreement with a copy of the Agreement printed and adequately bound.

D. Employees covered by this Agreement and their immediate families will be granted the same transportation privileges on the Company's system as may be established by Company regulations for all personnel.

E. The Company will authorize reasonable space positive travel (on a self-book basis) for up to **seven (7)** union officials, providing that:

- Such officials are employees or retirees of the Company, and
- Are on full time union leave, and

- Where the majority of their Union duties are related to the Company.

Such space positive travel is only authorized where the purpose of the travel is all or substantially all related to the Company. Space positive travel is not authorized for commuting, or any union business including but not limited to training and union conventions. Officials authorized space positive travel will be required to complete a monthly summary (no later than 10 days from the close of the previous business month) detailing all space positive travel in the applicable month.

F. Fleet Service employees will be considered for vacancies outside the scope of this Agreement consistent with the **internal job posting program** or transfer policy in effect at the time of the vacancy.

G. The Company will provide parking for employees and pay monthly parking fees as assessed by the appropriate authority. This provision will not apply to replacement charges to employees for parking decals, stickers, gate keys, or similar items.

H. Any full-time employee affected by a reduction in force who displaces to a full-time position in a different geographic location will be provided relocation assistance in accordance with Company Policy. Relocation is not provided to affected full-time employees displacing to part-time positions, or to affected part-time employees.

I. In the event a payday falls on a Federal Reserve Bank legal holiday, the Company will make every effort to have paychecks prepared and distributed on the day preceding such legal holiday.

J. Employees will be paid bi-weekly on Fridays. An itemized statement will be included setting forth all wages, overtime and listed deductions for the pay period.

- 1 **K.** Fleet Service employees will be provided one hundred
2 thousand dollars (\$100,000) life insurance for loss of life,
3 while on duty, where such loss of life occurs due to a bomb
4 explosion. The insurance will be paid to the designated
5 beneficiary on file with the Company. No employee will be
6 required to participate in a “bomb scare” investigation
7 against his wishes.
8
- 9 **L.** The Company shall modify its policy regarding drug testing
10 to provide that the first confirmed positive drug test will not
11 automatically result in termination.

1 **Article 29 - Amendments to this Agreement**
2

3 Either party hereto may, at any time, propose in writing to the other
4 party an amendment(s), which they may desire. For such amendment
5 to be valid there must be written agreement between the Vice
6 President, **of** Labor Relations, **or his/her designee**, and the
7 Designated Union official. Amendments made in any other manner
8 will not be recognized. This would include letters of interpretation,
9 whether local or system-wide.

Article 30 - Compensation

- A. Effective **July 21, 2014**, Fleet Service employees, including CLP, will be paid on the following scale:

Pay Seniority Completed	July '12	3% 7/21/14	2.1% 9/12/14	True Up 9/12/15
Start	\$10.07	\$10.37	\$10.59	TBD
1	\$11.12	\$11.45	\$11.69	TBD
2	\$12.00	\$12.36	\$12.62	TBD
3	\$12.70	\$13.08	\$13.36	TBD
4	\$13.23	\$13.63	\$13.91	TBD
5	\$15.42	\$15.88	\$16.22	TBD
6	\$15.70	\$16.17	\$16.51	TBD
7	\$16.59	\$17.09	\$17.45	TBD
8	\$17.57	\$18.10	\$18.48	TBD
9	\$18.86	\$19.43	\$19.83	TBD
10	\$19.44	\$20.02	\$20.44	TBD
11	\$19.91	\$20.51	\$20.94	TBD
12	\$20.57	\$22.53	\$23.00	TBD

- B. Step progression will become effective on the first Monday of the first pay period following the employee's pay anniversary date.

- C. Future year general increases to pay, already included in Paragraphs A. and B. above, will be applied on the first day of the first pay period following the effective date of the increase as follows:

- **7/21/14 - 9.53% increase to top of scale base rate of pay**
- **7/21/14 - 3.0% increase to base rate of pay all steps below top of scale**
- **9/12/14 - 2.1% increase to base rate of pay all steps**
- **9/12/15 - 2.1% increase to base rate of pay all steps or the Industry Pay Rate Adjustment whichever is greater; the result of which may not exceed the rate**

1 at the same step on the LAA scale (following the
2 LAA adjustment). Since steps 10 & 11 of the LUS
3 scale have no comparator LAA step, the percentage
4 increase derived from the top of scale adjustment
5 will apply to these steps.
6

7 D. **Lead Agents will receive \$1.25 per hour above the**
8 **applicable Agent rate effective 7/2/14.**

- 9 • **9/12/14 - Lead Agents will receive \$1.50 per hour**
10 **above the applicable Agent rate**
11

12 E. The Company retains the right to pay the wage rates stated in
13 the wage scale to employees hired subsequent to any
14 employee hired and paid above minimum on the wage scale.
15

16 F. **Each Full Time Employee will receive a \$1500.00 signing**
17 **bonus after ratification and each Part Time Employee**
18 **will receive a \$750.00 dollar signing bonus;**
19

20 **The signing bonus will be paid within 30 days following**
21 **ratification. In order to be eligible to receive the signing**
22 **bonus an employee must be in an active pay status on the**
23 **date of ratification (employees on union, military, OJI**
24 **and FMLA leave will be considered active) and have**
25 **been active at least nine (9) of the twelve (12) months**
26 **prior to date of ratification.**
27

28 **All economic improvements will become effective on the 1st**
29 **Monday of the 1st pay period following the effective date of the**
30 **agreement.**

1 **Article 31 - Duration**

2
3 Except as otherwise noted, this Agreement shall become effective on
4 **July 18, 2014**, and shall remain in full force and effect through **July**
5 **18, 2017**, and thereafter, until reopened in accordance with the
6 Railway Labor Act, **or unless extended in accordance with Article**
7 **30 as outlined below.**

8
9 **Base rates of pay effective 9/12/16 – In the event a Joint**
10 **Collective Bargaining Agreement (JCBA) at the New American**
11 **Airlines has not been ratified prior to 9/12/16, a 2.1% increase to**
12 **base rates of pay will be applied and the amendable date of the**
13 **agreement will be extended by one (1) year**

14
15 **Base rates of pay effective 9/12/17 – In the event a JCBA at the**
16 **New American Airlines has not been ratified prior to 9/12/17, a**
17 **2.1% increase to the base rates of pay will be applied and the**
18 **amendable date of the agreement will become 9/12/18**

19
20 IN WITNESS WHEREOF, the parties have signed this Agreement
21 this **18th day of July 2014.**

22
23
24 IAMAW

US Airways, Inc.

25
26 s/s Richard Delaney
27 President and Directing General
28 Chairman
29 District 141

s/s E. Allen Hemenway
Vice President
Labor Relations

30
31 Witnesses:

Witnesses:

32
33 Mike Fairbanks
34 General Chairman
35 District 141

Taylor Vaughn
Managing Director
Labor Relations

36
37 Frank O'Donnell
38 General Chairman
39 District 141

James B. Weel
Managing Director
Labor Relations

1	Pat Rezler	Robert G. Weston
2	General Chairman	Manager
3	District 141	Labor Relations
4		
5	George Austin	Jerry Caler
6	Negotiating Committee	Managing Director
7	District 141	
8		
9	Ricky Obarr	Jan Vail
10	Negotiating Committee	Manager
11	District 141	Station Administration
12		
13	Steve Miller	Ron Harbinson
14	Negotiating Committee	Managing Director
15	District 141	Labor Relations
16		
17	Rodney Walker	Steve Raeder
18	Negotiating Committee	Managing Director
19	District 141	
20		
21	Steve Willis	
22	Negotiating Committee	
23	District 141	
24		
25	Mark Baskett	
26	Negotiating Committee	
27	District 141	
28		
29	Frank Giannola	
30	Negotiating Committee	
31	District 141	

1 **Letter of Agreement**

2
3 Re: Flexible Spending Account

4
5 April 5, 1999

6
7 Thomas F. Brickner
8 Grand Lodge Representative
9 I.A.M.A.W.

10
11 Dear Mr. Brickner:

12
13 This will confirm the Company's intent to continue the Flexible
14 Spending Account (FSA) Program. The program will consist of two
15 reimbursement accounts, one for eligible medical care expenses and
16 the other for eligible dependent care expenses.

17
18 The FSA Program will be designed to permit Fleet Service
19 employees to contribute a portion of their compensation through
20 payroll deduction into one or both accounts on a pre-tax basis. These
21 payroll deductions shall not reduce pay-related benefits for the
22 purposes of retirement, disability or life insurance benefits, to the
23 extent permitted by law. As employees submit claims for eligible
24 expenses throughout the year, they will be reimbursed from their
25 accounts. Elections by employees to contribute to FSA's must be
26 made prior to the beginning of the plan year. No changes in elections
27 are permitted during the plan year except in the event of a change in
28 family status, as defined under the USAir Medical Plan. Amounts
29 not reimbursed and remaining in the FSA's at the end of the plan year
30 will be used to reduce expenses incurred in the administration of the
31 plan. Covered expenses are determined by the Company.

32
33 Maximums that may be excluded from tax during any taxable year
34 will be established in accordance with Internal Revenue Code
35 provisions. Periodic non-discrimination testing may impact plan
36 participation.

37
38 Sincerely,

39
40
41 /s/John M. Hedblom

1 Vice President Labor Relations

2
3
4 Accepted and agreed:

5
6 _____
7 /s/Thomas F. Brickner
8 Grand Lodge Representative
9 on behalf of the IAMAW

10
11 Article Reference - N/A

1 **Letter of Agreement**

2
3 Re: US Airways Shuttle

4
5 April 5, 1999

6
7 Thomas F. Brickner
8 Grand Lodge Representative
9 I.A.M.A.W.

10
11 Dear Mr. Brickner:

12
13 This is to confirm the understanding reached between US Airways,
14 Inc. (the “Company”) and the I.A.M.A.W. (the “Union”) during
15 negotiations for the initial 1999 Fleet Service collective bargaining
16 agreement (the “Agreement”). The Company and the Union have
17 agreed that: (1) the Company will integrate the Shuttle’s operations
18 and that upon integration, or earlier, Fleet Service employees will
19 perform applicable fleet service work in Shuttle locations, and (2)
20 this agreement will apply to the operations of the US Airways
21 Shuttle (the “Shuttle”) when integrated with the Company’s
22 operations.

23
24 Your signature below indicates the concurrence of the IAMAW to
25 the terms of this letter.

26
27 Sincerely,

28
29 /s/John M. Hedblom
30 Vice President, Labor Relations

31
32 Accepted and agreed:

33
34 _____
35 /s/Thomas F. Brickner
36 Grand Lodge Representative
37 on behalf of the IAMAW

38
39 Article Reference – N/A

1 **Letter of Agreement**

2
3 Re: Labor Protective Provisions

4
5 April 5, 1999

6
7 Mr. Thomas F. Brickner
8 Grand Lodge Representative
9 I.A.M.A.W.

10
11
12 Dear Mr. Brickner:

13
14 This is to confirm the understanding reached between US Airways,
15 Inc. (the "Company") and the I.A.M.A.W. (the "Union") during
16 negotiations for the initial 1999 Fleet Service collective bargaining
17 agreement (the "Agreement), regarding employee protections in the
18 event of a merger.

19
20 (1) The Company agrees that, in the event of a merger
21 with another air carrier (other than a carrier within
22 the US Airways control group), where all or
23 substantially all of the assets and operations of the
24 other air carrier are integrated with those of the
25 Company, the Company shall provide to the
26 Company's employees covered by this agreement
27 the seniority integration procedures of Sections 3
28 and 13 of the Allegheny-Mohawk Labor Protective
29 Provisions: provided, however, that said procedures
30 will not be provided, if and to the extent they are in
31 conflict with contractual or legal obligations of the
32 other carrier.

33
34 (2) If the Company's employees covered by this
35 Agreement are furloughed within six (6) months of
36 the Company's merger with another air carrier, and
37 the furlough is a direct result of said merger, the
38 Company will pay to the furloughed employees, in
39 lieu of the furlough allowance otherwise required by
40 this Agreement, a sum of money equal to two times
41 the furlough allowance provided for under this

1 Agreement. To be entitled to this protection, an
2 employee must exercise his seniority to the fullest
3 extent possible. For purposes of this Paragraph a
4 “merger” shall mean a transaction where all or
5 substantially all of the assets and operations of the
6 Company are integrated with another air carrier not
7 within the US Airways control Group.
8
9

10 Your signature below indicates the concurrence of the IAMAW to
11 the terms of this letter.
12

13 Sincerely,
14

15
16 /s/John M. Hedblom
17 Vice President, Labor Relations
18

19
20 Accepted and agreed:
21

22 _____
23 /s/Thomas F. Brickner
24 Grand Lodge Representative
25 on behalf of the IAMAW
26 Article Reference – Art.2.B

1 **Letter of Agreement**

2
3 Re: Retirement Lump Sum

4
5 April 5, 1999

6
7 Mr. Thomas F. Brickner
8 Grand Lodge Representative
9 I.A.M.A.W

10
11 Dear Mr. Brickner:

12
13 This is to confirm the understanding reached between US Airways,
14 Inc. (the "Company") and the I.A.M.A.W. (the "Union") during
15 negotiations for the initial 1999 Fleet Service collective bargaining
16 agreement (the "Agreement"). The following will apply:

17
18 Pension Supplement. (a) Any Fleet Service employee who (i) as of
19 January 1, 1999, was age 60 or over and had five or more years of
20 service with the Company; (ii) as of January 1, 1999 has an accrued
21 benefit in the Retirement Plan for Certain Employees of US Airways,
22 Inc. (the "Retirement Plan"); (iii) elects benefit commencement
23 under the Retirement Plan on or after attaining age 62; and (iv) at the
24 time of benefit commencement has a "total pension benefit" (as
25 defined in subsection (b)) of less than \$51.00 per month per year of
26 service, will receive a pension supplement of \$5,000 when he or she
27 commences benefits under the Retirement Plan.

28
29 (b) For purposes of this section, an employee's "total pension
30 benefit" equals the sum of: (i) the monthly benefit payable in the
31 form of a single life annuity under the Retirement Plan (the defined
32 benefit plan), (ii) the monthly benefit payable in the form of a single
33 life annuity under the US Airways, Inc. Employee Pension Plan (the
34 money purchase plan), and (iii) the monthly benefit payable in the
35 form of a single life annuity as a result of Profit Sharing
36 Contributions under the US Airways, Inc. Employee Savings Plan
37 (the 401(k) plan). The total pension benefit shall be calculated as of
38 an employee's actual benefit commencement date under the
39 Retirement Plan, based on the monthly benefits payable to the
40 employee at that time.

1 (c) The Company will endeavor to pay the pension supplement
2 provided in paragraph (a) into the employee's Profit Sharing account
3 in the US Airways, Inc. Employee Savings Plan as a lump sum
4 contribution. If the Company is unable to make such contribution to
5 the Employee Savings Plan due to tax-qualification or other legal
6 requirements, the Company will pay the pension supplement from its
7 general assets.

8
9 Your signature below indicates the concurrence of the IAMAW to
10 the terms of this letter.

11
12 Sincerely,

13
14 /s/John M. Hedblom
15 Labor Relations
16 Vice President

17
18 Accepted and agreed:

19
20 _____
21 /s/Thomas F. Brickner
22 Grand Lodge Representative
23 on behalf of the IAMAW
24 Article Reference – N/A

1 **Letter of Understanding**

2
3 Re: Transfers

4
5 June 1, 2000
6 Tom Miklavic
7 Assistant General Chairman
8 I.A.M.A.W.
9

10 Dear Mr. Miklavic,

11
12 The following will confirm our conversation regarding the transfer of
13 employees who have not completed the minimum stay of one (1)
14 year for system transfers pursuant to Article 8, paragraph F.5 of the
15 fleet service contract.

16
17 The Company will consider transfer requests on a case-by-case basis
18 from employees meeting the following criteria:

- 19
20 • Completion of at least six (6) months of the one (1) year
21 minimum stay requirement
22 • Satisfactory performance
23 • The employee's transfer does not adversely affect
24 staffing requirements in the vacating position and/or
25 deplete company resources
26 • The hiring location is recruiting/hiring outside the
27 company.

28 Based on these criteria, the Company reserves the right to approve
29 transfers for employees who have not met their one (1) year
30 minimum stay requirement.

31
32 Sincerely,

33
34 /s/E. Allen Hemenway
35 Director-Labor Relations Ground

36
37 Accepted and agreed:

38
39 /s/Tom Miklavic
40 Assistant General Chairman
41 I.A.M.A.W.

1 **Letter of Understanding**
2

3 RE: Vacation Balances for Transferred Employees
4

5 October 17, 2001

6 Mr. Randy Canale

7 President and Directing General Chairman

8 District 141 – IAMAW
9

10 Dear Randy,
11

12 This letter will confirm our conversation regarding the vacation
13 balances for employees who transfer from full-time to part-time or
14 part-time to full-time.
15

16 Employees transferring from full-time to part-time or part-time to
17 full-time will receive payment for the current year's vacation days
18 accrued but not used as of the effective date of the transfer, or
19 reimburse the company through payroll deduction for vacation days
20 used but not accrued as of the effective date of the transfer.
21

22 The company will make every effort to allow employees to have a
23 minimum of two (2) weeks of vacation time off in a calendar year. In
24 the event that a fleet service employee who is paid for their vacation
25 balance upon transfer, will be unable to accrue and take a minimum
26 of two (2) weeks of vacation time off with pay, the company will
27 consider requests for vacation time off without pay to accommodate
28 a minimum of two (2) weeks off in the calendar year.
29

30 Sincerely,

31
32 /s/E. Allen Hemenway

33 Director Labor Relations-Ground
34

35 Accepted and agreed:
36

37 _____
38 /s/Mr. Randy Canale

39 President and Directing General Chairman

40 District 141 – IAMAW

1 **Letter of Understanding #02-01**

2
3 RE: Insurance

4
5 January 22, 2002

6
7 Randy Canale
8 President and Directing General Chairman
9 District 141 - I.A.M.A.W.

10
11 Dear Randy,

12
13 This letter will confirm our conversation regarding the Company's
14 agreement to enhance the benefits offered in Article 22, B.1.c
15 regarding family medical and dental coverage for employees
16 displaced from full-time Fleet Service positions to part-time
17 positions.

18
19 Full-time employees working in Fleet Service on the effective date
20 of the collective bargaining agreement, who are subsequently
21 affected (from a non-closed station) will be eligible for family
22 medical and dental coverage upon recall to part-time only if they
23 listed part-time within their location on their displacement bid form
24 at the time of their displacement but were not awarded part-time
25 during the displacement exercise based on their relatively junior
26 classification date. Full-time employees (except those in closed
27 stations) who did not elect to list part-time in their location on their
28 displacement bid form will not be eligible for family medical and
29 dental coverage upon recall to part-time.

30
31 Full-time employees working in Fleet Service on the effective date
32 of the collective bargaining agreement, who are subsequently
33 affected as a result of the closure of their station, will be eligible for
34 family medical and dental coverage upon recall to part-time in their
35 new location.

1 In no cases are employees on furlough who transfer to part-time
2 positions eligible for family medical and dental coverage.
3 Additionally, pursuant to Article 22, B.1.c, employees who turn
4 down recall to a full-time position in Fleet Service will not be
5 eligible for family medical and dental insurance coverage.
6
7

8 Sincerely,
9

10 /s/E. Allen Hemenway
11 Director Labor Relations-Ground
12

13 Accepted and agreed:
14
15

16 /s/Randy Canale
17 President and Directing General Chairman
18 District 141 – I.A.M.A.W.

1 **Letter of Agreement**

2
3 January 22, 2002

4
5 Randy Canale
6 President and Directing General Chairman
7 District 141 – I.A.M.A.W.

8
9 Dear Mr. Canale,

10
11 The following will confirm our agreement regarding family medical
12 and dental insurance for full-time employees recalled to part-time
13 positions in Fleet Service.

- 14
15 1. Notwithstanding Letter of Understanding #02-01, full-time
16 employees working in Fleet Service on the effective date of
17 the collective bargaining agreement, who were subsequently
18 affected (prior to the date of this agreement), will be eligible
19 for family medical and dental insurance upon recall to a part-
20 time position in their location, providing they do not turn
21 down recall to a full-time Fleet Service position.
22
23 2. This settlement regarding eligibility for family medical and
24 dental insurance as described in paragraph #1 will be
25 applicable from the date of signing this agreement and no
26 retroactive relief or other relief will be granted.

27
28 This agreement is made on a non-precedent basis.

29
30 Sincerely,

31
32 /s/E. Allen Hemenway
33 Director Labor Relations - Ground

34
35 Accepted and agreed:

36
37 /s/Randy Canale
38 President and Directing General Chairman
39 District 141 – I.A.M.A.W.

40
41 Article Reference – Art. 22.B.1.C

1 **Pursuant to the August 2002 Restructuring Agreement:**
2

3 Employment and other conditions at Wholly Owned Carriers
4

5 A. US Airways shall request PSA, Piedmont, and Allegheny
6 (hereafter “Wholly Owned Carriers”) to make job offers and
7 employ furloughed Employees who apply for Wholly
8 Owned Carrier Vacancies in accordance with the following
9 provisions. It is recognized, however, that US Airways does
10 not control the hiring and employment policies of the
11 Wholly Owned Carriers, and thus cannot be responsible for
12 their compliance with these provisions. US Airways will
13 request that the Wholly Owned Carriers indicate, in writing,
14 within seven (7) days of the agreement between the
15 Company and the Union, whether they will comply with the
16 provisions below.
17

- 18 1. Employees who are furloughed on or after the
19 effective date of this agreement who desire transfer
20 to a Wholly Owned Carrier Vacancy will be required
21 to notify the Wholly Owned Carrier and submit their
22 application to the Wholly Owned Carrier.
23 Employees who are on furlough as of the effective
24 date of this agreement who are interested in applying
25 for Vacancies at the Wholly Owned Carrier must
26 submit their application to the Wholly Owned
27 Carrier within forty-five (45) days of the date that
28 the Wholly Owned Carrier notifies the Employee
29 that it will begin to accept applications. Applications
30 must include all locations for which the employee is
31 applying.
32
- 33 2. The Wholly Owned Carrier will be requested to
34 offer employment to any qualified furloughed
35 Employee who has applied under the terms stated in
36 item (1) above prior to employing anyone else in
37 that Vacancy. As employment opportunities become
38 available, the Wholly Owned Carrier will be
39 requested to offer such positions in relative seniority
40 order to qualified Employees who have submitted
41 applications in accordance with this Agreement.

3. Furloughed Employees who accept positions at the Wholly Owned Carrier under these terms will be entitled to such seniority and terms and conditions of employment as are applicable in the CBA or employment policies of the Wholly Owned Carrier. Severance allowance, and any other benefits to which these Employees are entitled under the US Airways CBA shall not cease, or be adversely affected, upon the effective date of hire at the Wholly Owned Carrier.
4. Wholly Owned Carriers will be requested to release Furloughed Employees who accept recall or transfer back to US Airways positions in order to comply with report dates pursuant to the terms of the US Airways CBA.
5. In addition to the above and as a condition to this agreement between the Company and the Union the President of Mid Atlantic Airways (“MDA”) will be asked to provide a letter to IAM addressing MDA’s commitments, if any, regarding union recognition, the bargaining process for a first contract and hiring procedures. This letter will be provided to the Union prior to concluding the agreement between the Company and the Union. For Company employees hired by MDA, Severance Allowance and any other benefits to which these Employees are entitled under the US Airways CBA shall not cease, or be adversely affected, upon the effective date of hire at MDA.

- B. Furloughed Employees hired at a Wholly Owned Carrier after the effective date of this agreement, will continue to be considered on furlough from US Airways and will continue to accrue US Airways seniority until recall to the status (full-time or part-time) the employee was furloughed from is accepted or rejected.

1 II. Definitions

2
3 The following definitions apply to certain terms used in this
4 Agreement.

- 5
6 1. Employees. The term “Employees” refers to Fleet
7 Service employees of US Airways represented by
8 the IAM.
9
10 2. Vacancies. The terms “vacancies” refers to vacant
11 job positions in Fleet Service craft or class.

1 **Employment and other conditions of Wholly Owned Carriers**
2

3 In addition to the above and as a condition to this agreement between
4 the Company and the Union, the Union agrees that Mid Atlantic
5 Airways (“MDA’s”) health and welfare benefits, including all
6 elements (e.g. plan design and employee contributions), will be those
7 currently in effect for MDA represented employees and the
8 Company agrees that for employees who transfer/displace from
9 mainline to MDA following the effective date of this agreement,
10 applicable mainline seniority will count towards the six months wait
11 required prior to being eligible for MDA benefits.

1 **Letter of Understanding**

2
3 Re: "Back to Back" Shift Swaps

4
5 March 10, 2003

6
7 Tom Miklavic
8 Assistant General Chairman
9 DL 141 - IAMAW

10
11 Dear Mr. Miklavic:

12
13 The following will confirm our understanding regarding the
14 company and union agreement regarding the allowance of back to
15 back double shift swaps. This agreement is cancelable by either party
16 subject to a thirty- (30) day notification:

- 17
18 1. Employees may shift swap to work back to back double shifts,
19 once per workweek.
20 2. The company may disapprove any shift swap for any employee
21 where the company finds that there is evidence of a pattern of abuse
22 and/or evidence that the employee's productivity, safety, or job
23 performance is adversely affected as described in item 5 below.
24 3. There must be a minimum of 7 hours of rest between each of the
25 double shifts worked back to back.
26 4. Back to back double shift swaps will not be approved for any
27 employee who is on a Level II or higher of the attendance
28 control program.
29 5. In the event that the company finds any evidence of an adverse
30 impact on the employee's performance, productivity or safety,
31 the employee's manager shall discuss the concerns with the
32 employee. Following the discussion, should the company again
33 find further indications of an adverse impact to the employee's
34 productivity, safety, or job performance then the employee's
35 back to back shift swaps will be suspended for six (6) months.
36 Any grievance filed as a result of the suspension of back to back
37 double shift swaps will be limited to the factual question of
38 whether the employee was advised of the company concerns
39 over the adverse impact to their performance, safety or
40 productivity and such grievance will end prior to the System
41 Board of Arbitration step of the grievance process.

1 Sincerely,

2
3 /s/E. Allen Hemenway

4 Managing Director - Labor Relations Ground

5
6
7 Agree and Concur:

8
9 _____
10 /s/Tom Miklavic

Attachment A - Co-pays, Deductibles & OOP Maximums (From the January 2003 Restructuring Agreement)

2008			
Deductible		single	family
80/60 PPO Plan			
	In-network	\$ 450	\$ 900
	Out-of network	\$ 900	\$ 1,800
90/70 PPO Plan			
	In-network	\$ 225	\$ 450
	Out-of network	\$ 450	\$ 900
100/80 PPO Plan			
	In-network	\$ 225	\$ 450
	Out-of network	\$ 450	\$ 900
OOP Maximum		single	family
80/60 PPO Plan			
	In-network	\$ 3,000	\$ 6000
	Out-of network	\$ 6,000	\$12,000
90/70 PPO Plan			
	In-network	\$ 1,500	\$ 3,000
	Out-of network	\$ 3,000	\$ 6,000
100/80 PPO Plan			
	In-network	N/A	N/A
	Out-of network	\$ 3,000	\$ 6,000
Office Copays			
Primary Care Physician		\$ 25	
Specialist		\$ 40	
Prescription Drug Copay			
Retail			
	Generic	\$ 15	
	Formulary Brand	\$ 30	
	Nonformulary Brand	\$ 50	
Mail Order			
	Generic	\$ 30	
	Formulary Brand	\$ 60	
	Nonformulary Brand	\$ 100	

Attachment A-1 - US Airways Eligible Actives, Inactives, -Full Time-IAM Fleet (From the January 2003 Restructuring Agreement)

PPO 80/60 - Flat 7.0%					
2008 Contribution Base	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Employee Contribution	12%	427.43	854.85	812.99	1,412.25
		30.00	60.00	57.00	99.00
PPO 90/70 - Flat 14.0%					
2008 Contribution Base	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Employee Contribution	12%	462.68	925.36	879.08	1,529.04
		65.00	130.00	123.00	215.00

PPO 100/80 - Flat 19.4%

2008	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Contribution Base	12%	493.51	984.83	936.36	1,628.16
Employee Contribution		96.00	191.00	182.00	316.00

Notes:

- A. Eligible Part Time rates are two times Full Time rates.
- B. Any applicable Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement
- C. Trends in 2006 were reduced by 3% to avoid double counting due to the indexing of Co-Pays, Deductibles, and OOP maximums.

Attachment A-2 - Split Families – Eligible Survivors of Retirees-Full-Time - IAM Fleet (From the January 2003 Restructuring Agreement)

90% Plan

<u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
<u>Year</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u><65</u>
'08	\$78	\$65	\$143	\$143	\$143	\$123	\$201	\$220	\$215	\$201

100% Plan

<u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
<u>Year</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u>65+</u>	<u>Ret</u> <u><65</u>	<u>Ret</u> <u><65</u>
'08	\$163	\$96	\$259	\$259	\$259	\$182	\$345	\$423	\$316	\$345

Notes:

1. Eligible Part Time rates are two times Full Time rates
2. Any eligible Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement

Attachment A-3
US Airways
Managed Dental Plan-IAMFleet
(From the January 2003 Restructuring Agreement)

	Eligible Actives, Inactives					Eligible Current and Future Post-65 Retirees 100% Contribution	
	Flat 10.0% Employee Contribution						
	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>	<u>Ee</u>	<u>Ee + Sp</u>
2008	6%						
Contribution base		\$36	\$69	\$65	\$114	\$36	\$69
Employee Contribution		\$3.60	\$6.90	\$6.50	\$11.40	\$36	\$69

Notes:

1) Eligible Part Time rates are two times Full Time rates.

Attachment A-4
US Airways
Managed Dental Plan - Split Family Rates – IAM Fleet
(From the January 2003 Restructuring Agreement)

<u>Full-Time</u> <u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
							Sps	Sps	Sps	Sps
							<65	65+	<65	65+
'08	\$36	\$3.60	\$39.60	\$39.60	\$39.60	\$6.50	\$42.50	\$75.60	\$11.40	\$42.50

<u>Part-Time</u> <u>Single Coverage</u>			<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
							Sps	Sps	Sps	Sps
							<65	65+	<65	65+
'08	\$36	\$7.20	\$43.20	\$43.20	\$43.20	\$13	\$49	\$79.20	\$22.80	\$49

Notes:

1) Eligible Part-Time rates are two times Full-Time rates

Attachment B
Retiree Medical
IAM Fleet

Pre-65 US Airways Employees who retire post 3/1/05

- 1) Retired employees may apply thirty three (33) accrued sick pay hours per month up to a maximum of 1200 hours, valued at \$11.26/hour, to your pre-65 medical premium
 - Retired employees will be responsible for medical premium costs in excess of \$371.58. Monthly contributions will be calculated as the total cost of the plan and level of coverage you elect less \$371.58. Premium Equivalents will be recalculated annually based on the Plan's experience. The chart below compares monthly Premium Equivalents under the current program to those currently estimated for the new program. Please note that the 2005 Current Program rates were developed using Active employee rates and the new program uses "true" pre 65 employee rates. It should also be noted that the new program costs for 2005 are estimated only and the actual 2005 rates may vary. The 2005 rates for the new program will be finalized by early December.

		2005 Current Program Base	2005 Estimated New Program Base	Difference
Option 1				
	Ee	304.36	413.00	108.64
	Ee + Sp	608.51	826.00	217.49
	Ee + Ch	578.71	785.00	206.29
	Ee + Fam	1,005.30	1363.00	357.70
Option 2				
	Ee	329.35	448.00	118.65
	Ee + Sp	658.70	896.00	237.30
	Ee + Ch	625.76	851.00	189.24
	Ee + Fam	1,088.42	1478.00	389.58
Option 3				
	Ee	351.30	477.00	125.70
	Ee + Sp	701.04	954.00	252.96
	Ee + Ch	666.54	906.00	239.46
	Ee + Fam	1,158.98	1574.00	415.02

- Once accrued sick pay has been exhausted retired employees will have the option to move to an “access only” medical plan where they will be responsible for paying 100% of the medical premium until they reach age 65. The medical premium for this “access only” plan will be different than the medical premiums for those using accrued sick pay to purchase the benefit and will be based on plan experience for the “access only” group.

2) In lieu of #1 above, employees may receive a one-time cash payment in the amount equal to \$9.20 times the number of accrued sick leave hours in their sick bank up to a maximum of 1200 hours.

- Choosing to receive this one-time payment means that the employee and their dependents will not be able to participate in the pre or post-65 health care programs, including the “access only” plan noted above.

3) At age 65 retired employees and their dependents will not be eligible to participate in or have access to any post-65 medical plan through US Airways.

4) Employees and their dependents will not be eligible for dental coverage when they retire effective 3/1/05.

1 **Post-65 US Airways Employees who retire after 3/1/05**

- 2
- 3 1) From 3/1/05 through 12/31/05 retired employees will have the
- 4 opportunity to remain enrolled in the AdvancePCS pharmacy
- 5 plan
- 6 - The monthly contributions charged for this coverage are
- 7 based on a Defined Dollar Benefit (DDB) Cap of \$950 per
- 8 year, per individual and are as follows;
- 9

10

<u>Premium Equivalent</u>		<u>Employee Contribution</u>
Ee	\$127.50	\$48.33
Ee + Sp	\$255.00	\$96.66

11

12

13

14

15 The DDB Cap is only used for the purpose of setting

16 contribution rates annually and is not a limit on actual benefits

17 paid in a year.

- 18 - Contributions will vary from the above if any covered
- 19 dependant are not covered by Medicare
- 20 - After 12/31/05 retired employees will be eligible for the new
- 21 Medicare prescription drug benefit and will be responsible
- 22 for the full cost of such coverage.

1 **Letter of Understanding**

2
3 RE: Fleet Bidding

4
5 May 9, 2005

6
7 Randy Canale
8 President and Directing General Chairman
9 District 141 - I.A.M.A.W.

10
11 Dear Randy,

12
13 Pursuant to our most recent discussions, the Company is willing to
14 change past interpretation of Article 9.3.C, regarding bidding freeze
15 while on furlough as follows:

16
17 Fleet Service employees who have currently received furlough notice
18 awards, or going forward who receive furlough notice awards, but
19 who remain active prior to their designated furlough date, will not be
20 prohibited from filing system transfer requests while on active status
21 to stations which were listed as available on their furlough notice.
22 Such employees may submit bids for system transfers to any
23 location, including locations offered during the displacement process
24 which the employee did not list on their displacement bid.

25
26 This change in interpretation regarding the bidding freeze is
27 applicable only while the employee is in an active status prior to
28 furlough. Effective with the employee's furlough date, these transfer
29 requests will not be considered for locations offered during the
30 displacement process which the employee did not list on their
31 displacement bid and such employee will be prohibited from
32 submitting system transfers to these locations for a period of one (1)
33 year from the effective date of their furlough.

34
35
36 Sincerely,

37
38 /s/Ron Harbinson
39 Director Labor Relations-Ground
40 USAirways Inc.

1 Accepted and agreed:
2
3 /s/Randy Canale
4 President and Directing General Chairman
5 District 141 – I.A.M.A.W.

1 **Letter of Agreement #08-01**

2
3 Re: Seniority for furloughed fleet service employees

4
5 July 14, 2008

6
7 William Chandlee
8 Assistant General Chairman
9 IAMAW- District 141

10
11 Dear Mr. Chandlee:

12
13 The following will confirm our agreement regarding the application
14 of Article 7, paragraph H for classification seniority for furloughed
15 fleet service employees who transfer/accept positions outside of fleet
16 service classifications other than shift manager.

17
18 The Union's position is that the provisions of Article 7.H. do not
19 apply to fleet service employees furloughed to the street that
20 transfer/accept positions outside of fleet service classifications other
21 than shift manager. Therefore the Union and Company agree that a
22 furloughed fleet service employee that accepts a position outside of
23 fleet service will continue to maintain but not accrue all previous
24 fleet service classification and pay seniority for the duration of their
25 recall. Should their recall rights expire or they refuse recall, they
26 forfeit all previous fleet service classification and pay seniority.

27
28 Article 7.G. will continue to apply to furloughed fleet service
29 employees that accept shift manager positions. Such employees will
30 continue to maintain but not accrue all previous fleet service
31 classification and pay seniority.

32
33 Sincerely,

34
35 /s/Ron Harbinson
36 Managing Director- Labor Relations Ground

37 Accepted and Agreed:

38
39 /s/William Chandlee
40 Assistant General Chairman
41 I.A.M.A.W



U·S AIRWAYS

Richard Delaney

August 29, 2008

Revised July 18, 2014

President & Directing General Chairman

District 141 – IAMAW

Letter of Agreement re: Four-Day Work Week Schedules

Dear Mr. Delaney:

This will confirm our agreement to modify the collective bargaining agreement to permit shifts of more than eight-and-one-half (8 ½) hours and a work week of four scheduled work days. Prior to the initial implementation of a four-day work week in a station after Operational Employee Integration (OEI), the Company must have mutual agreement from the Union. Once the Company has agreement from the Union to permit four-day work week schedules in a station the following applies:

1. Notwithstanding Article 5.A, the Company will, at its sole discretion, determine which lines of work in the station may have a four-day work week schedule and the time frame for implementation of any four-day work week schedule. The Company may utilize a four-day work week schedule in any duty assignment or for certain lines of work within any duty assignment which may be modified as determined by the Company. The Company may, at its sole discretion, discontinue the use of any four-day work week schedule line(s) of work. Should the Company decide to discontinue the use of all four-day work week schedules in a station, the Company will provide the Union a minimum of thirty (30) days notice. Where utilized, a 4-day work week will consist of four (4) scheduled work days and three (3) consecutive scheduled days off, except for those employees whose

1 scheduled days off are Saturday, Sunday and Monday, or
2 Sunday, Monday and Tuesday.
3

- 4 2. Notwithstanding Article 5.B, at the Company's discretion,
5 open-time agent may be scheduled for four (4) scheduled
6 work days and three (3) consecutive scheduled days off.
7
- 8 3. Notwithstanding Article 5.E, shifts for a full-time employee
9 who work week consists of four (4) scheduled work days
10 and three (3) consecutive scheduled days off shall consist of
11 ten-and-one-half (10-1/2) hours, including a one-half (1/2)
12 hour unpaid meal period.
13
- 14 4. Notwithstanding Article 5.F, shifts for part-time employees
15 whose work week consists of four (4) scheduled work days
16 and three (3) consecutive scheduled days off shall consist of
17 a minimum of three (3) and a maximum of six-and-one-half
18 (6-1/2) hours per day.
19
- 20 5. Article 5 **G** is modified to: Employees will be granted one
21 twelve (12) minute break period during the first half of their
22 work shift and one twelve (12) minute break during the
23 second half of their work shift.
24
- 25 6. Article 5.**H** is modified to: Employees will be allowed an
26 unpaid meal period not to exceed thirty (30) minutes.
27
- 28 7. Article 5.**H**.1 is modified to: The Company will make every
29 effort to schedule meal periods for full-time employees
30 within one hundred twenty (120) minutes before or after the
31 midpoint of their scheduled shift.
32
- 33 8. Article 6.P.1 will continue to apply in that employees must
34 satisfy an 8-hour daily overtime qualifier in order to receive
35 time-and-one-half (1-1/2) rates for hours worked at company
36 request on a scheduled workday. With respect to flexible
37 scheduling, employees are paid straight time rates for
38 regularly scheduled hours worked and shift swap hours
39 worked, regardless the length of the shift.

- 1 **9.** Notwithstanding Article 12.G, employees working a 4-day
2 workweek will receive a maximum of eight (8) paid working
3 days off within a fourteen (14) calendar day period in a
4 calendar year for reservist training that will not count against
5 the employee's vacation.
6
- 7 **10.** Notwithstanding Article 13.A, full-time employees earn up
8 to a maximum of 72 sick leave hours per year and part-time
9 employees earn up to a maximum of 9 sick leave days per
10 year. There will be a maximum accrual cap of 1,400 hours
11 for full-time employees, and 175 days for part-time
12 employees.
13
- 14 **11.** Article 13.A.1 is modified to: Eligible full-time employees
15 accrue 8 hours of sick leave for each accrual month, whether
16 working a 5-day or a 4-day work week and regardless of the
17 shift length.
18

Example 12-1: Full-time employee working 4-day workweek.
 Balance/used is in hours.

Month	Beginning Balance	Accrued	Used	Ending Balance
January	0	8	0	8
February	8	0	0	8
March	8	8	10	6
April	6	8	0	14
May	14	8	0	22
June	22	0	0	22
July	22	8	20	10
August	10	8	0	18
September	18	8	0	26
October	26	0	10	16
November	16	8	0	24
December	24	8	0	32
TOTALS		72	40	

Example 12-2: Full-time employee working 5-day workweek.
 Balance/used is in hours.

Month	Beginning Balance	Accrued	Used	Ending Balance
January	0	8	0	8
February	8	0	0	8
March	8	8	8	8
April	8	8	0	16
May	16	8	0	24
June	24	0	0	24
July	24	8	16	16
August	16	8	0	24
September	24	8	0	32
October	32	0	8	24
November	24	8	0	32
December	32	8	0	40
TOTALS		72	32	

12. Article 13.A.2 is modified to: Eligible part-time employees accrue 1 day of sick leave for each accrual month, whether working a 5-day or a 4-day work week and regardless of the shift length.

Example 13-1: Part-time employee working 4-day workweek (max 6.5 hour shifts). Balance/used is in days.

Month	Beginning Balance	Accrued	Days Used	Ending Balance
January	0	1	0	1
February	1	0	0	1
March	1	1	1	1
April	1	1	0	2
May	2	1	0	3
June	3	0	0	3
July	3	1	2	2
August	2	1	0	3
September	3	1	0	4
October	4	0	1	3
November	3	1	0	4
December	4	1	0	5
TOTALS		9	4	

Example 13-2: Part-time employee working 5-day workweek (max 6.5 hour shifts). Balance/used is in days.

Month	Beginning Balance	Accrued	Days Used	Ending Balance
January	0	1	0	1
February	1	0	0	1
March	1	1	1	1
April	1	1	0	2
May	2	1	0	3
June	3	0	0	3
July	3	1	2	2
August	2	1	0	3
September	3	1	0	4
October	4	0	1	3
November	3	1	0	4
December	4	1	0	5
TOTALS		9	4	

13. Article 13.H is modified to: Full-time employees transferring to part-time, or displaced to part-time, will have their full-time sick leave converted to part-time by dividing the number of full-time sick leave hours by four (4) on the effective date of the transfer. The result is the number of days in the employee's part-time sick leave bank. If the result exceeds 175 days, the employee will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the 175-day maximum cap.

14. Article 13.I is modified to: Part-time employees transferring to full-time, or recalled to full-time, will have their sick leave converted to full-time by multiplying the number of part-time sick days by four (4) hours on the effective date of the transfer. The result is the number of hours in the employee's full-time sick leave bank.

15. Notwithstanding Article 14.E, if a holiday falls within a full-time employee's vacation period, he will receive 8 hours of

extra pay at straight-time rates in lieu of the holiday, whether working a 5-day or a 4-day work week and regardless of the shift length.

16. Notwithstanding Article 14.F.1, holiday pay for full-time employees will be equal to 8 hours, or converted to 8 hours of compensatory time, whether working a 5-day or a 4-day work week and regardless of the shift length.

17. Notwithstanding Article 15.A, during the first calendar year of service, full-time employees earn eight (8) hours of vacation and part-time employees earn one (1) day of vacation for each full calendar month of employment, up to maximum of 80 hours for full-time and 10 days for part-time (no vacation earned in June or October).

18. Article 15.B is modified to: Following the employee's first calendar year of service, the amount of vacation earned increases as the employee begins the years of service as designated in 15.B.1 and 15.B.2 below.

19. Article 15.B.1 is added: Effective January 1, 2009, eligible full-time employees will accrue vacation based on the chart below, whether working a 5-day or a 4-day work week and regardless of the shift length:

FULL-TIME EMPLOYEES		
When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 st year of service	8 hours	80 hours
5 th year of service	12 hours	120 hours
14 th year of service	16 hours	160 hours
25th year of service	20 hours	200 hours

20. Article 15.B.2 is added: Effective January 1, 2009, eligible part-time employees scheduled to work a 5-day work week for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for 5-day work weeks. Eligible part-time employees scheduled to work a 4-day work week for the majority of weeks in the vacation accrual

month, will accrue vacation as outlined below for 4-day work weeks. Should the part-time employee work an equal number of 4-day and 5-day work weeks in the accrual month, the employee will accrue according to the 5-day work week chart below. For the purposes of this provision, work weeks shall be considered within the month based on the first day of the work week (Monday). For example, a work week beginning on Monday, April 28, would be considered an April work week to determine the accrual rate.

PART-TIME EMPLOYEES WORKING 5-DAY WORK WEEKS

When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 st year of service	1 day	10 days
5 th year of service	1.5 days	15 days
14 th year of service	2.0 days	20 days
25th year of service	2.5 days	25 days

PART-TIME EMPLOYEES WORKING 4-DAY WORK WEEKS

When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 st year of service	0.8 days	8 days
5 th year of service	1.2 days	12 days
14 th year of service	1.6 days	16 days
25th year of service	2.0 days	20 days

Example 21-1: Part-time employee with 2 years seniority, working 4-day workweek (5.0 hour shifts). Vacation weeks awarded in April and October (1 each). Balance is in days.

Month	Beginning Balance	Accrued	Days Used (weeks used)	Ending Balance
January	0	0.8	0	0.8
February	0.8	0.8	0	1.6
March	1.6	0.8	0	2.4
April	2.4	0.8	4 (1 week)	-0.8
May	-0.8	0.8	0	0
June	0	0	0	0
July	0	0.8	0	0.8
August	0.8	0.8	0	1.6
September	1.6	0.8	0	2.4
October	2.4	0	4 (1 week)	-1.6
November	-1.6	0.8	0	-0.8
December	-0.8	0.8	0	0
TOTALS		8	8 (2 weeks)	

Example 21-2: Part-time employee with 2 years seniority, working 5-day workweek (5.0 hour shifts). Vacation weeks awarded in April and October (1 each). Balance is in days.

Month	Beginning Balance	Accrued	Days Used (weeks used)	Ending Balance
January	0	1	0	1
February	1	1	0	2
March	2	1	0	3
April	3	1	5 (1 week)	-1
May	-1	1	0	0
June	0	0	0	0
July	0	1	0	1
August	1	1	0	2
September	2	1	0	3
October	3	0	5 (1 week)	-2
November	-2	1	0	-1
December	-1	1	0	0
TOTALS		10	10 (2 weeks)	

Example 21-3: Part-time employee with 2 years seniority, working varied schedule. Months noted with a (4) indicate months employee worked a 4-day workweek; months noted with a (5) indicate months employee worked a 5-day workweek. All schedules are 5-hour shifts. Vacation weeks awarded in April and October (1 each). Balance is in days.

Month	Beginning Balance	Accrued	Days Used (weeks used)	Ending Balance
January (4)	0	0.8	0	0.8
February (4)	0.8	0.8	0	1.6
March (5)	1.6	1	0	2.6
April (5)	2.6	1	5 (1 week)	-1.4
May (5)	-1.4	1	0	-0.4
June (5)	-0.4	0	0	-0.4
July (5)	-0.4	1	0	0.6
August (5)	0.6	1	0	1.6
September (5)	1.6	1	0	2.6
October (4)	2.6	0	4 (1 week)	-1.4
November (4)	-1.4	0.8	0	-0.6
December (4)	-0.6	0.8	0	0.2
TOTALS		9.2*	9 (2 weeks)	

* Employee due 0.2 pay

21. Article 15.D is modified to: Vacation pay is computed at the employee's regular rate of pay. For full-time employees, a vacation day will be equal to the scheduled hours for the day.

22. Article 15.G is modified to: Eligible full-time employees may elect to use up to **120** hours, and eligible part-time employees may elect to use up to **15** days, of earned vacation to be taken as Day-At-A-Time (DAT) vacation provided for in paragraph **M**. Prior to bidding vacation for the following year, employees will be required to designate the number of vacation weeks they will bid and the number of DAT hours/days they will set aside.

1 **23.** The last sentence of Article 24.F.1 is modified to: Where
2 actual classroom hours, plus hours worked, excluding an
3 unpaid meal period, exceed the full-time employee's
4 regularly scheduled paid hours for the day (8 or 10 hours),
5 employees will be compensated at the applicable rate.

6
7 **24.** Article 24.G.1 is modified to: Full-time employees traveling
8 to and/or attending training away from the geographic
9 location of their station on a scheduled workday will be
10 compensated for a minimum of their regularly scheduled
11 paid hours for the day (8 or 10 hours). If the travel time plus
12 actual classroom time plus any hours worked (excluding an
13 unpaid meal period) exceeds the regularly scheduled paid
14 hours for the day (8 or 10 hours), travel time will be
15 compensated at straight-time rates.

16
17
18 Sincerely,

19
20 _____
21 /s/Taylor M. Vaughn
22 Managing Director Labor Relations - Customer Service

23
24 Accepted and Agreed:

25
26 _____
27 /s/Richard Delaney
28 President & Directing General Chairman, District 141-IAMAW



October 6, 2008

William Chandlee
Assistant General Chairman
I.A.M.A.W.

Re: LOA for distribution of Part-time overtime

Dear Mr. Chandlee:

This letter will summarize our agreement regarding the order overtime is offered in Paragraph 6.F as outlined below. This agreement will become effective upon Operational Employee Integration as defined in the Final Transition Agreement ratified on May 8, 2008.

Modify Paragraph 6.F to offer part-time overtime in the following order:

1.
 - Part-time employees in the classification and duty assignment
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
2.
 - Qualified part-time employees in the classification but outside the duty assignment
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization
3.
 - Part-time employees in the duty assignment but outside the classification
 - Signed up on the availability list (where utilized)
 - Having the lowest equalization

- 1 4.
2 • Qualified part-time employees outside the classification
3 and duty assignment
4 • Signed up on the availability list (where utilized)
5 • Having the lowest equalization
6 5.
7 • Full-time employees in the duty assignment
8 • Signed up on the availability list (where utilized)
9 • Having the lowest equalization
10 6.
11 • Qualified full-time employees outside the duty assignment
12 • Signed up on the availability list (where utilized)
13 • Having the lowest equalization
14 7.
15 • Employees in the duty assignment
16 • On a voluntary basis
17 8.
18 • Qualified employees outside the duty assignment
19 • On a voluntary basis
20
21 9. Mandatory assignment as described in Paragraph U of this
22 article.
23
24

25 Sincerely,

26 /s/Ron Harbinson
27 Managing Director Labor Relations – Ground
28 US Airways, Inc.
29
30

31
32 Accepted and agreed:
33
34

35 _____
36 /s/William Chandlee
37 Assistant General Chairman
38 I.A.M.A.W.
39

Date

cc: Robert Weston

Voluntary Early Out Program

In the event of a headcount overage or the need for a reduction in force which occurs prior to ratification of a JCBA for the combined LUS-LAA Fleet Service employees, the Company will offer active employees and employees on authorized Union Leave of Absence the opportunity to participate in a Voluntary Early Out Program as follows:

- Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction**
- The maximum number of VEOs (Voluntary Early Outs) offered in a location, classification and bid area will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area**
- Full Time employees awarded a VEOP will receive a lump sum payment of \$22,500.00 and Part Time employees will receive \$14,500 within thirty days of the employees release date**
- In addition to lump sum payment, employee will receive any severance allowance as outlined in Article 10 of the Fleet Service agreement**

This Lump sum payment will not have any impact on the “Sick Leave Buy Back” policy currently in place.

The lump sum payment and the severance shall not subject to pension contributions.

Agreement Regarding Seniority List Integration

Pursuant to this Agreement Regarding Seniority List Integration (this "Agreement"), US Airways, Inc. and any successor (collectively, "US Airways"), American Airlines, Inc. and any successor (collectively "American"), the International Association of Machinists and Aerospace Workers ("IAM"), and the Transport Workers Union of America, AFL-CIO ("TWU") (collectively, the "Parties"), hereby agree as follows:

1. On January 25, 2013, US Airways, American, and the TWU entered a Memorandum of Understanding (the "MOU") addressing certain issues in the event a plan of reorganization becomes effective that includes the merger of American or an affiliate of American with US Airways or an affiliate of US Airways ("American/US Airways POR") and that effectuates a combination of American and US Airways into a single entity ("New American Airlines"). In Paragraph 5 of the MOU, the parties to the MOU addressed seniority list integration between the TWU and the appropriate employee representative(s) of US Airways' pre-merger (i) Fleet Service Employees, (ii) Maintenance Control Technician Employees, (iii) Mechanic and Related Employees (including all accreted classifications), and (iv) Stock Clerk Employees — all of which are currently represented by the IAM.
2. This Agreement supersedes and replaces Paragraph 5 of the MOU. US Airways, American and TWU agree that all other terms of the MOU remain in effect, and are in no way changed or altered by this Agreement.
3. The TWU and IAM agree that seniority list integration for each of the four employee groups listed in Paragraph 1 of this Agreement shall be based on the date of each employee's entry into the basic classification, as set forth in the existing Collective Bargaining Agreements and the current seniority lists maintained by American and US Airways for each such group. To the extent that two or more employees have the same date of entry into the Classification, placement on the applicable integrated seniority list as to those employees shall be determined by the date of hire, or if that is also the same, the last four digits of their social security number, with the employee with the lower number being assigned a lower seniority number on the list (having higher seniority).
4. The TWU and the IAM shall complete the seniority list integration process for each of these four groups as soon as practicable. Once the seniority list integration process is completed and the integrated seniority list is published, an affected employee may only challenge his or her placement on the list, but solely on the grounds that (i) his/her date of entry into the basic classification has not been calculated correctly or (ii) that he/she has not been placed on the integrated seniority list in accordance with the terms of this Agreement. The TWU and IAM will form a committee to address and resolve any individual challenges, which

must be raised by submitting a letter identifying the alleged problem to the committee within 30 days after the integrated seniority list is published.

5. New American Airlines shall accept the resulting integrated seniority list for each of these four groups provided that:

- a. The integrated seniority lists shall have only prospective effect from their respective date of implementation by New American Airlines.
- b. There shall be no "system flush" whereby an employee may displace another employee from the latter's position as a result of the implementation of the integrated seniority lists or the implementation or expiration of any condition or restriction contained in the integrated seniority lists;
- c. Employees on furlough status at the time the applicable integrated seniority list is implemented may not bump or displace employees in active status at that time; and
- d. The integrated seniority lists shall not contain conditions or restrictions that increase the costs associated with training above those normally associated with the merger of two airlines.

6. New American Airlines shall not implement the integrated seniority list for any of these four groups until implementation of a single collective bargaining agreement governing the combined employee workforce of that group.

Executed this 24th day of April 2013.

Transport Workers Union of America, AFL-CIO

April , 2013

By: 

Name: James C. Little

Title: International President

International Association of Machinists

April ^{25th}, 2013

By: 

Name: Siro Pantoja

Title: General Vice President

Title: Vice President – Employee Relations

US Airways, Inc.

By: Paul D. Jones

April 24, 2013

Name: PAUL D. JONES

Title: VICE PRESIDENT - LEGAL AFFAIRS

American Airlines, Inc.

By: Laura Einspanier

April 24, 2013

Name: Laura Einspanier

Title: Vice President – Employee Relations

1 **May 7, 2014**

2
3 Mr. Richard Delaney
4 President and Directing General Chairman
5 IAMAW District Lodge 141
6 1771 Commerce Drive
7 Elk Grove Village, IL 60007
8
9

10 Dear Mr. Delaney:

11
12 This letter will confirm our agreement regarding the application of
13 excise tax or other penalty included in The Patient Protection and
14 Affordable Care Act (PPACA) or any excise tax or penalty which
15 may replace the PPACA.
16

17 In the event the Company determines that any of the PPO 100, 90 or
18 80 percent plan design options provided for in this Agreement (each
19 a "Plan") would be or become subject to an excise tax or other
20 penalty under applicable law (and thus become an "Affected Plan"),
21 the Company will meet and confer in good faith in order to reach an
22 agreement with the Union concerning the minimum modification or
23 modifications to the affected Plan necessary to avoid application of
24 the excise tax or other penalty. The Company shall provide to the
25 Union information that the Union reasonably requests, including
26 actuarial reports, necessary for the Union's design and consideration
27 of such modifications. Unless otherwise agreed, any agreed
28 modification shall become effective at the time the excise tax or
29 penalty would become applicable in respect of the Affected Plan (the
30 "Affected Plan Date").
31

32 If the Company and the Union are unable to agree on modifications
33 necessary to avoid the application of the excise tax or other penalty
34 on the Affected Plan within ninety (90) days after the initial meeting,
35 an arbitrator shall immediately be selected in accordance with the
36 Collective Bargaining Agreement to determine the modifications to
37 the design of the Affected Plan that will become applicable. The
38 authority of the arbitrator is expressly limited to establishing those
39 modifications to the design of the Affected Plan that will ensure that
40 no excise tax or other penalty will apply. If the arbitrator determines
41 that no reasonably practical modification to the Affected Plan can

1 guarantee that no excise tax or other penalty will apply, the
2 Company shall have the right to terminate the availability of the
3 Affected Plan to the Fleet Service employees. If, under the
4 preceding sentence, the Company has terminated or would have the
5 right to terminate the availability to the Fleet Service employees of
6 all three Plans, the arbitrator will be empowered to designate an
7 alternative plan design (a "New Plan") that is available from the
8 Company provider and that replicates the provisions of the 80
9 percent plan to the greatest possible extent without causing the New
10 Plan to become subject to any excise tax or other penalty. In the
11 event that the arbitrator has not issued a determination prior to the
12 excise tax or penalty becoming due or if such penalty or excise tax is
13 otherwise owed for any reason, notwithstanding any contrary
14 provision of law, the Company shall be permitted to implement such
15 modifications to the design of the Affected Plan as it considers to be
16 necessary to avoid the excise tax or penalty. The Company shall
17 have a reasonable period of time following the issuance of the
18 arbitrator's determination to implement the New Plan.
19 Notwithstanding the foregoing, the provisions of this Letter of
20 Agreement shall not be effective if, after the effective date of this
21 Agreement, the Company enters into any new or amended collective
22 bargaining agreement having a term of three (3) years or more with
23 any union group that does not contain a provision substantially
24 similar to this Letter of Agreement.

25
26 In the event a plan is modified pursuant to this Letter of Agreement
27 (LOA), employees will be afforded the opportunity through an open
28 enrollment period to elect a different plan, prior to the
29 implementation of any modified plan.

30
31 Sincerely,
32 E. Allen Hemenway
33 Vice President
34 Labor Relations

35
36 Agree and concur:

37
38 Mr. Richard Delaney
39 President and Directing General Chairman
40 IAMAW District Lodge 141

1 **July 18, 2014**

2
3 Mr. Tim Klima
4 Airline Coordinator
5 Transportation Department
6 International Association of Machinists and Aerospace Workers
7

8 Memorandum of Understanding – Re: Station Classification
9

10 Dear Mr. Klima,
11

12 WHEREAS, US Airways, Inc. (“US Airways” or the “Company”) merged with American Airlines, Inc. (“American Airlines”) on
13 December 9, 2013 pursuant to the Agreement and Plan of Merger
14 made on February 13, 2013 between US Airways Group, Inc., AMR Corporation and AMR Merger Sub, Inc. (the "Merger"); and
15
16

17
18 WHEREAS, Article 3 (Recognition and Scope) includes an annual
19 snap shot each April to determine the classification of each station
20 and the eligibility of each station to be outsourced and/or the
21 requirement for the station to be insourced pursuant to the terms
22 therein; and
23

24 WHEREAS, US Airways and the International Association of
25 Machinists and Aerospace Workers (“IAM”) (together the “Parties”) signed a Memorandum of Understanding dated February 25, 2014
26 (“MOU”) seeking to stabilize US Airways fleet service staffing
27 through April 4, 2015; and
28
29

30 WHEREAS, the Parties seek to continue the terms of the MOU
31 until there is a ratified Joint Collective Bargaining Agreement
32 between the parties;
33

34 NOW, THEREFORE, THE PARTIES AGREE as follows;
35

36 Following the date of signing of this agreement and continuing until
37 there is a ratified Joint Collective Bargaining Agreement:

- 38 • The Company will not outsource normal and customary
39 ramp work described in Article 4.A.1 at any station where
40 such work is currently being performed by fleet service
41 employees at US Airways and is eligible for outsourcing

1 based on the annual April 5 snapshot, provided such
2 station(s) maintains a minimum of seven (7) mainline
3 weekly scheduled jet departures.

- 4 • The minimum of seven (7) mainline weekly scheduled jet
5 departures shall also include Legacy American Airlines
6 mainline jet departures.
- 7 • The Company will not be required to insource any work or
8 station that is currently outsourced as of the date of the
9 signing of this agreement.

10
11 In witness whereof the Parties hereto have executed the agreement
12 effective this _____ day of _____, 2014.
13

14
15 Sincerely,

16
17 Taylor M. Vaughn
18 Managing Director Labor Relations
19

20 Accepted and Agreed:

21
22 _____
23 Mr. Tim Klima
24 Airline Coordinator
25 Transportation Department
26 International Association of Machinists and Aerospace Workers

Date