



U·S AIRWAYS

AGREEMENT

by and between

US AIRWAYS, INC.

and the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**



April 3, 2008

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1 **AGREEMENT**

2
3 **by and between**

4
5 **US Airways, INC.**

6
7 **and the**

8
9 **INTERNATIONAL ASSOCIATION OF**

10
11 **MACHINISTS AND AEROSPACE WORKERS**

12
13
14
15 **PREAMBLE**

16
17 This Agreement is made and entered into this 3rd day of April 2008, in
18 accordance with the provisions of Title II of the Railway Labor Act, as
19 amended, by and between US Airways Inc., the "Company", and the
20 International Association of Machinists and Aerospace Workers, the
21 "Union".
22

ARTICLE 1.
PURPOSE OF AGREEMENT

1
2
3
4 (A) The purpose of this Agreement is, in the mutual interest of the
5 Company and the employees, to provide for operation of the services of the
6 Company under methods, which will further, to the fullest extent possible,
7 the safety of air transportation, the efficiency of operation, and the
8 continuation of employment under conditions of reasonable hours, proper
9 compensation and working conditions. It is recognized by this Agreement to
10 be the duty of the Company and of the employees to cooperate fully for the
11 attainment of these purposes. To further these purposes, the Company or an
12 International Representative of the Union may request a conference at any
13 time to discuss and deal with any general condition that may arise under the
14 application of this Agreement.

15
16 (B) No employee covered by this Agreement will be interfered with,
17 restrained, coerced, or discriminated against by the Company, its officers or
18 agents, because of membership in or lawful activity on behalf of the Union.

19
20 (C) It is understood wherever in this Agreement employees are
21 referred to in the masculine gender, it shall be recognized as referring to
22 both male and female employees.

23
24 (D) There shall be no discrimination between employees covered by
25 this Agreement because of race, creed, color, national origin, or gender.

26
27 (E) Should any part or provision of this Agreement be rendered invalid
28 by reason of any existing or subsequently enacted legislation, such
29 invalidation of any part or provision of this Agreement shall not invalidate
30 the remaining portions thereof, and they shall remain in full force and
31 effect.

32
33 (F) The Company and the Union agree to comply fully with all
34 applicable Federal and State statutes and regulations prohibiting
35 discrimination with respect to all aspects of employment with the Company.
36 Further, the Company and Union agree that neither shall discriminate
37 against employees covered by this Agreement on the basis of race, color,
38 religion, sex, national origin, age, sexual orientation, disability, membership
39 in a uniformed service, or status as a disabled veteran.
40

ARTICLE 2.
SCOPE OF AGREEMENT

1
2
3
4 (A) The Company recognizes the Union as sole and exclusive
5 bargaining agent for all classes and grades of Mechanical employees of the
6 Company working within the continental limits of the United States and its
7 possessions, including Maintenance Control Technicians (MOC), Senior
8 Quality Assurance Auditors, Quality Assurance Auditors, Senior Technical
9 Documentation Specialists, Technical Documentation Specialists, Senior
10 Planner, Planners, Inspectors, Lead Mechanics, Mechanics (all classes),
11 Lead Stock Clerks, Stock Clerks, Lead Utilitymen, and Utilitymen.

12
13 (B) The Company agrees that the following described work, wherever
14 performed, is recognized as coming within the jurisdiction of the
15 International Association of Machinists and Aerospace Workers, and is
16 covered by this Agreement: the making, assembling, erecting, dismantling,
17 and repairing of all machinery, mechanical equipment, engines and motors
18 of all description, including all work involved in dismantling, overhauling,
19 repairing, fabricating, assembling, welding, and erecting all parts of
20 airplanes, airplane engines, avionics equipment, electrical system, heating
21 system, hydraulic system, and machine tool work in connection therewith,
22 including all maintenance, construction and inspection work in and around
23 all shops, hangars, buildings, and including the servicing, cleaning and
24 polishing of airplanes and parts thereof, and the servicing and handling of
25 all ground equipment performed in and about Company shops, Maintenance
26 bases, Aircraft Base Maintenance bases, and Line service stations.

27
28 Base work will be performed in both CLT and PIT. The Company
29 will continue to utilize the PHX hangar facility for aircraft maintenance.

30
31 The Company may continue to perform unscheduled maintenance
32 in any of the following West locations: ATL, CMH and SEA where
33 mechanics are staffed but not on duty. The Company may contract a local
34 maintenance vendor to perform MEL work inclusive of MEL application
35 and clearance in Hawaiian locations.

36
37 All work in the shops/areas as described in Attachment H, page
38 203, may be performed by employees covered by this Agreement or, at the
39 Company's discretion, by vendors.

40
41 In locations other than CLT, PHL, PIT, PHX and LAS ground
42 equipment maintenance may be performed by employees covered by this
43 Agreement or, at the Company's discretion, by vendors. In CLT, PHL, PIT,
44 PHX and LAS Ground support equipment maintenance will continue to be
45 performed by employees under the terms of this Agreement, and the
46 Company will retain the necessary manpower and other resources in these
47 locations in order to perform such maintenance. However, the scope of

1 work to be performed under the terms of this Agreement does not include
2 major overhaul or repair of engines/transmissions or painting of the
3 equipment or any other work for which the Company lacks the equipment,
4 skills or facilities.

5
6 The scope of work for Plant Maintenance in CLT, PHL, PIT and
7 PHX will be determined by the Company. Plant Maintenance at other
8 locations , may be performed by employees covered by this Agreement or,
9 at the Company's discretion, by vendors.

10
11 It is understood that the Company reserves the right to continue to
12 return to the manufacturer or its authorized agent, parts and subassemblies
13 for repair or replacement that cannot be repaired on the property due to lack
14 of equipment or because of warranty. It is understood and agreed that this
15 scope rule and Agreement covers Aviation Service Division type work as
16 discussed in negotiations on February 4 and 5, 1964.

17
18 The duties of aircraft cleaning, lavatory servicing, potable water
19 servicing, receipt and dispatch, ancillary duties associated with receipt and
20 dispatch, aircraft movement, and operation of ground power units may be
21 performed by employees covered by this Agreement and/or other
22 employees and vendors. In the event that a situation should develop
23 whereby the equipment and facility limitations are not available or
24 sufficient to perform such work, the Company will confer with the Union in
25 an effort to reach an understanding with respect to how the problem is to be
26 resolved.

27
28 **(C)** In the performance of their duties, employees covered by this
29 Agreement shall be governed by Company rules, regulations and orders
30 issued by properly designated authorities of the Company, providing such
31 rules, regulations and orders are not in conflict with the terms and
32 conditions embodied in this Agreement. The Company will, after the
33 signing of this Agreement, cause to be compiled and issued to each present
34 and all new employees the presently applicable conduct rules and
35 regulations, and no such new rules or regulations will be considered
36 effective until copies have been furnished to the Local Committee and
37 conspicuously posted in the working areas at least one (1) week prior to the
38 effective date. In cases where urgent changes are necessary, the Company
39 will notify the Committee and such changes may be posted and become
40 effective immediately thereafter.

41
42 **(D)** Except for instructing employees and assisting in experimental
43 work, supervisory personnel will perform no work that is covered by this
44 Agreement. Management employees may assign and/or direct the work of
45 covered employees where Leads are not readily available.

ARTICLE 3.
STATUS OF AGREEMENT

1
2
3
4 (A) It is expressly understood and agreed that when this Agreement is
5 accepted by the parties and signed by their authorized representatives, it
6 will supersede any and all Agreements existing or previously executed
7 between the Company and any Union or individual affecting the crafts or
8 classes of employees covered by this Agreement.
9

10 (B) It is understood and agreed that this Agreement will be binding
11 upon any successors to the present Corporation insofar as it is legally
12 possible. In the event this is not legally possible, the Company and the
13 Union will meet prior to any change and negotiate all possible protection
14 for the employees.
15

16 (C) It is understood and agreed that the Company will not lock out any
17 employees covered hereby, and the Union will not authorize or take part in
18 any strikes, sit downs, slowdowns, or picketing of Company premises
19 during the life of this Agreement until the procedures for settling disputes as
20 provided herein and provided by the Railway Labor Act, as amended, have
21 been exhausted. The Company will not require the employees to cross
22 picket lines of the Company's employees legally established under
23 contractual provisions and the Railway Labor Act on or in front of the
24 premises. The individual or concerted refusal to pass such picket lines shall
25 not constitute grounds for discipline, discharge, lay-off, or be considered a
26 violation of this Agreement.
27

28 (D) The Company shall not perform "Struck Work" of Wholly Owned
29 Carriers. "Struck Work" is Mechanic and Related work traditionally and
30 regularly performed by a Wholly Owned Carrier where and during the
31 period the mechanic and related employees of that Wholly Owned Carrier
32 are engaged in a lawful strike, and where the Company has not previously
33 performed the work in question. There shall be no prohibition against a
34 concerted refusal of employees of the Company to perform "Struck Work".
35 Moreover, the Company will not hire employees of Wholly Owned Carriers
36 to perform Mechanic and Related work at the Company during a period
37 when the Company's Mechanic and Related employees are engaged in a
38 lawful strike.
39

40 (E) The Agreement shall be binding upon the Company and any
41 Successor, defined as a purchaser, assignee or transferee of all or
42 substantially all of the assets or stock of the Company or US Airways
43 Group. Neither the Company nor US Airways Group shall enter into an
44 agreement with a Successor which creates a Successor Transaction unless
45 the Successor agrees, in writing, as a prior condition of the Successorship
46 Transaction, to cause the Company and US Airways Group to continue to
47 be bound by the Agreement, as it may be amended pursuant to the

1 provisions of applicable law, and to cause any operating airline which
2 obtains the assets of the Company to honor and be bound by the Agreement
3 as it may be amended pursuant to the provisions of applicable law.
4

5 If a Successor is an air carrier, and the Successor conducts an
6 operational merger between the Company and the Successor or another air
7 carrier, then the Successor will provide the Company employees with a
8 seniority integration governed by Sections 2, 3 and 13 of the Allegheny-
9 Mohawk Labor Protective Provision.
10

1 **ARTICLE 4.**

2 **CLASSIFICATION AND WORK REQUIREMENTS**

3
4 (A) Inspector

5
6 The work of an Inspector will consist of the overhaul inspection of
7 aircraft (including power plant) in connection with major repairs and
8 overhauls at those points on the Company's system where such work is
9 performed.

10
11 The work of an Inspector shall also include all inspection of
12 materials, parts and subassemblies as necessary. Inspectors will be selected
13 in accordance with the seniority provisions of this Agreement from the
14 Mechanic or higher classification and will not supervise or direct the
15 working force. Inspectors must be capable of performing inspection work in
16 a satisfactory manner and must hold valid certificates as required by Federal
17 law to fulfill their duties.

18
19 It is understood and agreed that the formulation and distribution
20 of work cards by Planners to Inspectors will not be considered a violation of
21 this paragraph, provided such work is confined to the Maintenance Check
22 and Aircraft Base Maintenance.

23
24 (B) Lead Mechanic

25
26 The work of a Lead Mechanic shall be the same as that of a
27 Mechanic and, in addition, he shall be the employee who assigns, directs
28 and approves the work of Mechanics. In addition, he may be required to
29 assign and direct the work of Utilitymen when there is an insufficient
30 number of Utilitymen on duty to justify a Lead Utilityman. Lead Mechanics
31 may be required to sign for their own work and the work of others in their
32 group provided, however, that such signing shall not relieve any other
33 member of his group from responsibility for the work he performed or from
34 being required to sign appropriate work records. Lead Mechanics will be
35 responsible for the completion of paper work and reports in connection with
36 their normally assigned duties.

37
38 A Lead Mechanic in Base Maintenance and Shops shall be
39 maintained on duty when three (3) or more Mechanics are on duty on a shift
40 in a shop, department, hangar, or facility. In no case will a Lead Mechanic's
41 group in Base Maintenance and Shops consist of more than twelve (12)
42 employees. In the Line Maintenance areas a Lead will be required when
43 there are four (4) or more employees on duty on a shift in a shop,
44 department, hangar, or facility. In no case will a Lead Mechanic's group in
45 Line Maintenance consist of more than eighteen (18) employees.

46

1 Lead Mechanics must hold valid Federal licenses as required by
2 Federal law to fulfill their duties. The formulation and distribution of work
3 cards by Planners to Mechanics will not be considered a violation of this
4 paragraph, provided such work is confined to the Maintenance Check and
5 Aircraft Base Maintenance. A Lead Mechanic charged by the FAA with a
6 violation(s) of FAR's, on the basis of work that the Company verifies is
7 signed off but not performed by the Lead Mechanic, then, upon request, the
8 Company will provide assistance, including legal assistance if necessary, to
9 the Lead Mechanic for the defense of the violation(s) and be responsible for
10 the payment of any fine imposed on the Lead Mechanic; provided that the
11 Company believes that the charges are unjustified and that the Lead
12 Mechanic should not be fined. The Company will consult with the District
13 Lodge Flight Safety Representative concerning this matter, upon the request
14 of the Union.

15
16 (C) Mechanic

17
18 The work of a Mechanic may consist of any and all work generally
19 recognized as Mechanic's work performed on or about an aircraft, including
20 the servicing of the aircraft in or about shops, Maintenance bases, Company
21 buildings or equipment wherever located, including, but not limited to,
22 mechanical work involved in the dismantling, overhauling, repairing,
23 fabricating, assembling, welding, and erecting all parts of airplanes, airplane
24 engines, avionics equipment, instruments, electrical systems, heating
25 systems, hydraulic systems, automotive equipment, and machine tool work
26 in connection therewith, including all general building maintenance and
27 construction work.

28
29 A Mechanic will be responsible for the completion of paper work
30 and reports in connection with his normal assigned duties.

31
32 The Company may require bidders for Mechanic vacancies in Line
33 Maintenance to possess aircraft and engine licenses and/or a general radio
34 telephone operator's license.

35
36 Line Avionics Maintenance personnel may be assigned to assist
37 with other mechanical related work as required to meet the needs of the
38 service at Line and Line Maintenance "C" Check stations.
39

1 (D) Interior Mechanic
2

3 The work of an Interior Mechanic shall primarily include, but not
4 limited to, recovering, replacing and refurbishing of aircraft interiors
5 (including, but not limited to seats, carpets, windscreens and sidewalls).
6 When no Lead Interior Mechanic is required, Interior Mechanics will be
7 assigned to a Lead Mechanic on the same shift, provided that the Lead
8 Mechanic's ratio is not exceeded.
9

10 (E) Lead Stock Clerk
11

12 The work of a Lead Stock Clerk shall be the same as that of a
13 Stock Clerk, and, in addition, he shall be the employee who assigns, directs
14 and approves the work of Stock Clerks. On each shift where three (3) or
15 more Stock Clerks are on duty, at least one (1) of them shall be a Lead
16 Stock Clerk. The working group assigned to a Lead Stock Clerk shall
17 consist of not more than eighteen (18) Stock Clerks. A minimum of six (6)
18 Lead Stock Clerks shall be maintained.
19

20 (F) Stock Clerk
21

22 The work of a Stock Clerk shall consist of storeroom work,
23 including receiving, shipping, checking, inspecting, issuing, inventorying,
24 storing, and warehousing of supplies, equipment and materials, the
25 operation of stores equipment, the preparation and maintenance of required
26 records and reports, and other storeroom work, and to include the inventory
27 portion of the field audit at all Maintenance locations. AOG parts may be
28 transported by Stock Clerks or, at the discretion of the Company, by
29 vendors or other employees of the Company not covered by this
30 Agreement.
31

32 (G) Lead Utilityman
33

34 The work of a Lead Utilityman shall be the same as that of a
35 Utilityman and, in addition, he shall be the employee who assigns, directs
36 and approves the work of Utilitymen. On each shift where three (3) or more
37 Utilitymen are on duty, at least one (1) of them shall be a Lead Utilityman.
38 The working group assigned to a Lead Utilityman shall consist of not more
39 than eighteen (18) Utilitymen. A Lead Utilityman will not be required
40 where there are three (3) Utilitymen on duty for one (1) shift during a week
41 as a result of days off rotation. When no Lead Utilityman is required,
42 Utilitymen will be assigned to a Lead Mechanic on the same shift, shop and
43 department, provided that the Lead Mechanic's ratio is not exceeded. A
44 Lead Utilityman will be responsible for the completion of paper work and
45 reports in connection with his normally assigned duties. The formulation
46 and distribution of work cards by Planners to Utilitymen will not be
47 considered a violation of this paragraph, provided such work is confined to
48

1 the Maintenance Check and Aircraft Base Maintenance.

2
3 **(H)** Utilityman
4

5 The work of a Utilityman may include cleaning, washing, and
6 polishing the interior and exterior of airplanes, airplane parts, ramp
7 equipment, hangars, shops, locker rooms, and washrooms. Utilitymen may
8 also be required to perform cabin service such as placing and arranging in
9 aircraft, magazines, newspapers, flight kits, and other passenger
10 conveniences. Utilitymen will continue to perform base maintenance utility
11 work. All other utility work and all associated duties may be performed by
12 vendors or other Company employees. Utilitymen shall not be permitted to
13 perform Mechanic's work of any class.
14

15 **(I)** If the number of Leads on a shift, within a bid area, exceeds the
16 number required, the senior Lead on duty will be utilized as the Lead and
17 the junior Lead on duty may be assigned to work in the Basic Classification
18 as part of the crew.
19

20 **(J)** Any employee may be assigned to driving Company equipment
21 without a reduction in pay. However, the minimum hourly rate for truck
22 driving shall be five cents (\$.05) per hour above the highest Utilityman's
23 rate and for a period of not less than four (4) hours, except when so
24 assigned for less than one (1) hour.
25

26 **(K)** Employees may be assigned other work for which they are
27 qualified (e.g. mechanics performing DQC). Employees may be required to
28 perform duties in lower classifications (lavatory and airsickness excluded)
29 without a reduction in pay rate.
30

31 **(L)** Employees not covered by this Agreement may perform receipt
32 and dispatch duties including ancillary duties associated with receipt and
33 dispatch in any location.
34

35 **(M)** Deicing may be performed by vendors or other employees of the
36 Company.
37

ARTICLE 5.
HOURS OF SERVICE

1
2
3
4 (A) The standard workday (shift) shall be eight and one-half (8 1/2)
5 consecutive hours, inclusive of a one-half (1/2) hour unpaid meal period. No
6 employee will be required to keep more than one (1) time card during a
7 shift.
8

9 Where the Company determines the use of ten (10) hour or greater
10 shifts is productive work, such shifts may be implemented in any location or
11 bid area within a location where the Company and the Union mutually
12 agree. The Company may at its sole discretion, discontinue the use of shifts
13 more than eight and one-half (8 1/2) hours in any location or bid area within
14 a location, with a sixty (60) day posted notice to the membership.
15

16 Where four (4) day weeks are utilized:

17
18 Ten and one-half (10 1/2) consecutive hours, inclusive of
19 an unpaid meal period not to exceed thirty (30) minutes,
20 shall constitute a work day. Forty (40) hours, consisting
21 of four (4) ten and one-half (10 1/2) hour days, midnight
22 Sunday to midnight Sunday, shall constitute the work
23 week.
24

25 Twelve and one-half (12 1/2) hour work day:

26
27 Twelve and one-half (12 1/2) consecutive hours, inclusive
28 of an unpaid meal period not to exceed thirty (30)
29 minutes, shall constitute a work day. The employee work
30 schedule will consist of a four (4) day-on, four (4) day-off
31 work schedule, or a three (3) day-on, three (3) day-off
32 work schedule. The work week shall be midnight Sunday
33 to midnight Sunday.
34

35 (B) Five (5) consecutive workdays as described above, midnight
36 Sunday to midnight Sunday, shall constitute a standard work week.
37 Employees shall be granted two (2) consecutive days off in each work week
38 or Sunday in one work week and Monday in the following work week.
39

40 All employees will be allowed a five (5) minute cleaning up period
41 at the end of each shift, which an employee can use for wash up, and
42 changing clothes.
43

44 All employees who are not assigned to the Line at the terminals
45 will be allowed a twelve (12) minute rest period during the first (1st) half of
46 their shift and twelve (12) minute rest period during the last half of their
47 shift for the purpose of relaxation, smoking, etc. Employees who work the
48

1 Line will be allowed reasonable breaks as time will permit. Employees will
2 be permitted to smoke only in Company designated smoking areas.
3

4 **(C)** Where three (3) standard eight and one-half (8 1/2) hour shifts are
5 employed, the starting time of the first shift will not be earlier than 0630
6 and not later than 0800, the second (2nd) shift will start no earlier than
7 thirty (30) minutes prior to the end of the first (1st) shift and the third (3rd)
8 shift will start no earlier than thirty (30) minutes prior to the end of the
9 second (2nd).
10

11 Start times for shifts greater than the standard shift or in locations
12 where three (3) standard shifts are not employed will be based on the
13 requirements of service in the location.
14

15 **(D)** Where three (3) standard shifts are maintained, two (2) additional
16 shifts at each station may be established to meet the needs of the service.
17 Any change of more than one (1) hour from the original starting time of the
18 fourth (4th) or fifth (5th) shifts not accomplished by a realignment or re-
19 deployment shall call for a bulletin of all jobs affected, and affected
20 employees may exercise their seniority in accordance with the Agreement.
21

22 Shift starting times shall be either on the hour or on the quarter-
23 hour. In establishing the fourth (4th) and/or fifth (5th) shifts at Line
24 Maintenance stations, it shall not operate to cause any reduction of force of
25 an employee who is covered by this Agreement.
26

27 At Line Maintenance stations where the fourth (4th) and fifth (5th)
28 shifts are insufficient to cover the lack of shift overlap, the Company may
29 add additional starting times. Such shifts must commence within one (1)
30 hour of the standard shift starting times.
31

32 In Base Maintenance and Shop bid areas the Company may
33 establish additional standard shift starting times. The shift starting time for
34 the shift will not be earlier than 0630 and not later than 0800.
35

36 **(E)** The regular starting and stopping time for all shifts and days off
37 will be scheduled and posted at each station or facility, and shall not be
38 changed without five (5) calendar days notice to any employee affected by
39 such change. Where there are Federal or State Daylight Savings laws, the
40 hours may be changed to meet such laws.
41

42 **(F)** No employee will be called to work or be required to report to
43 work for a shift of less than eight (8) hours or pay therefore. Any employee
44 called to work or permitted to come to work when there is temporarily no
45 work due to an Act of God or circumstances over which the Company has
46 no control, shall receive a minimum of four (4) hours pay at the regular
47 hourly rates, unless notified that there will be no work at the close of the

1 last shift he worked, or sixteen (16) hours before the start of his regular
2 work shift, whichever period is shorter.

3
4 **(G)** Employees working a standard shift will be allowed an unpaid
5 meal period not to exceed thirty (30) minutes within the limits of the fourth
6 (4th) and fifth (5th) hours of the shift. Such employees who, because of the
7 needs of the service, are required to take their lunch period outside the
8 limits of the fourth (4th) and fifth (5th) hours will be allowed a thirty (30)
9 minute lunch period as close to the regular lunch period as possible. Every
10 reasonable effort will be made to allow all employees to take their lunch
11 period as scheduled. Only those who must take their lunch period outside
12 the limits of the fourth (4th) and fifth (5th) hours will be paid an additional
13 thirty (30) minutes at the straight time rate.

14
15 **(H)** Employees working a scheduled shift longer than the standard shift
16 shall be granted an uninterrupted thirty (30) minute unpaid meal period
17 during the middle third of the shift, operation permitting. If the scheduled
18 meal period must be taken outside the middle third of the shift, the
19 employee will be paid an additional thirty (30) minutes at the straight time
20 rate or, operation permitting and at the Company's approval, be released
21 thirty (30) minutes early.

22
23 **(I)** Any employee given a rest period of less than seven and one-half
24 (7 1/2) hours due to shift rotation shall be paid at the overtime rate for the
25 first (1st) shift worked after such rotation.

26
27 **(J)** Employees who work in a location that changes to Daylight
28 Saving's Time will on the date and shift that Daylight Savings Time goes
29 into effect work their regularly scheduled number of hours. Employees who
30 work in a location that changes from Daylight Saving's Time will on the
31 date and shift that Standard Time goes into effect be required to work one
32 hour in addition to their regularly scheduled workday, and will be
33 compensated for the additional hour at the applicable overtime rate. If the
34 Company determines that less than a full crew is required during the last
35 hour of the shift, it may offer employees the opportunity to leave early in
36 classification seniority order.

37
38 **(K)** Notwithstanding any other provisions of this agreement,
39 employees in a Lead classification may be scheduled to start their shifts
40 fifteen (15) minutes prior to the normal shift starting times for that location.
41 As the result of this provision leads may be required to lead and direct
42 employees on this shift, and the Lead to Mechanic ratio will not apply
43 during this fifteen (15) minutes.

ARTICLE 6.
OVERTIME AND HOLIDAYS

(A) The rate of time and one-half (1 1/2 x), computed on an actual minute basis and, shall be paid on base rates of pay only as follows:

1. For all work performed either in advance of or after regularly scheduled hours.
2. For all hours worked on the sixth (6th) day worked if the employee is regularly scheduled to work five (5) days a week.
3. For all hours worked on the fifth (5th) day worked if the employee is regularly scheduled to work four (4) days a week.

(B) The rate of double time (2 x) shall be paid as follows:

1. For all paid hours worked on the second (2nd) regularly scheduled day off, provided the employee worked overtime hours on the first (1st) regularly scheduled day off, if the employee is regularly scheduled to work five (5) days a week; and
2. For all hours worked on the second (2nd) and third (3rd) regularly scheduled day off, provided the employee worked overtime hours on the first (1st) regularly scheduled day off, if the employee is regularly scheduled to work four (4) days a week.

(C) Employees who change shifts or days off due to re-bids, realignments, redeployments or bidding on another job shall not be paid overtime as a result of such change. However, an employee shall be paid overtime when his shift, or days off are changed by the Company and the work week provisions are thereby violated.

Example: Employees that do not have the seniority to remain on their shift during a re-bid realignment, redeployment, or who are bumped or abolished and therefore required to bid to a different shift will be paid at the overtime rate if the work week provisions are violated.

For overtime purposes, the twenty-four (24) hour period shall begin with the starting time of the employee's regularly assigned shift.

1 (D) Employees will observe the following holidays each year on the
2 dates established by Federal law, and the holiday pay will be equal to the
3 number of regularly scheduled hours: New Year's Day, Independence Day,
4 Labor Day, Memorial Day, Thanksgiving Day, the day after Thanksgiving,
5 and Christmas Day. The actual day on which the holiday falls will be
6 observed as the holiday.

7
8 Effective January 1, 2009, Martin Luther King Day will be added.

9
10 Effective January 1, 2010, Presidents Day will be added.

11
12 Effective January 1, 2011, Columbus Day will be added.

13
14 If a holiday falls on an employee's day off, that employee will be
15 paid in accordance with the first (1st) sentence of paragraph (E).

16
17 The Company shall give at least five (5) days notice of any
18 reduction in the required complement on any of the foregoing holidays.

19
20 When a full scheduled crew is not required to work on a holiday,
21 employees will be offered the holiday off on the basis of time under the
22 Agreement, seniority by classification, shift, and department until the
23 reduced complement is achieved. Once the reduced complement is achieved
24 and the Company finds it necessary to increase the complement, those
25 employees in the bid area who were not afforded an opportunity to work by
26 reason of such reduction will be asked to work first in order of time under
27 the Agreement, seniority by classification, shift and department prior to
28 utilizing the overtime list.

29
30 In addition to the eight (8) hours pay for the holiday, employees
31 who are scheduled to work on a holiday shall be paid at the rate of straight
32 time for the first eight (8) paid hours worked.

33
34 In order to be paid for holidays that fall during the month, non-
35 active employees must have been in an active pay status for ten (10) or
36 more work days in a month if regularly scheduled to work five (5) days a
37 week, or eight (8) or more work days in a month if regularly scheduled to
38 work four (4) days a week. Employees receiving Severance Allowance do
39 not accrue sick leave.

40
41 For pay purposes the twenty-four (24) hour holiday period shall
42 begin with the starting time of the employee's regularly assigned shift.
43

1 (E) 1. An employee who is required to work (scheduled to work) may, at
2 his option and upon notification to his supervisor, elect to work at the
3 straight time rate on these holidays and receive one (1) compensatory day
4 off at his regular straight time rate for each day worked. Such time will be
5 taken by mutual agreement between the employee and his supervisor.
6

7 2. Employees not scheduled to work or scheduled to work but not
8 required to work on the above mentioned holidays, will be compensated for
9 the day equal to the number of regularly scheduled hours at their regular
10 straight time rate and shall receive no additional time off, or may at their
11 option, receive one (1) compensatory day off at their regular straight time
12 rate. Such time off will be taken by mutual agreement between the
13 employee and his supervisor.
14

15 3. Any employee wishing to use a compensatory day must provide
16 the Company with no less than five (5) days and no more than fourteen (14)
17 days written notice. The granting of a compensatory day will be made no
18 more than seven (7) days nor less than five (5) days before the day
19 requested. When more than one employee requests a compensatory day,
20 seniority under the Agreement will govern. Once granted, senior employees
21 will not be permitted to take compensatory days already awarded to a junior
22 employee. If an employee gives less than the minimum required five (5) day
23 notice, the Company may, at its sole option, grant the compensatory day
24 request.
25

26 4. The maximum number of compensatory time to be accrued will
27 be eighty (80) hours. Thereafter, no further accrual will be allowed and the
28 employee will be paid at the applicable rate of pay for the holiday.
29

30 5. The priority for the granting of compensatory time off will be as
31 follows: Day-at-a-Time (DAT) vacation then compensatory day off
32 (holiday).
33

34 (F) Overtime shall be distributed as equally as possible among all qualified
35 employees of a shop or shift where overtime is required. Appropriate charts
36 shall be maintained on the bulletin board in each shop. In order to assure a
37 more equal distribution of all overtime among employees, the overtime
38 rules as agreed upon shall be used.
39

40 Management may maintain employee qualification lists in each
41 bid area based on training records and/or work experience. The qualification
42 lists shall be accessible to employees and will be kept current to reflect each
43 employee's qualifications for overtime and field service. Qualification
44 training will be provided by the Company through on the job training (OJT)
45 subject to the availability of the work, by classification seniority, on the
46 shift, within the bid area, to employees who request it.
47

1 When classroom training is required, the Company will advise
2 employees who request classroom training (applicable to their bid area) of
3 the earliest reasonable date their training is scheduled to begin. All
4 provisions of Article 17, paragraph (J) will apply.
5

6 1. IMAW committeemen will keep overtime distribution charts
7 by crews, departments, shops, or stations as may be agreed to locally
8 between the Local Committee and management. Names will be listed in
9 order of time under the Agreement and the lists will be kept posted on the
10 bulletin board.
11

12 2. The supervisor who authorizes the overtime will contact the
13 respective committeeman and advise him of the job to be performed, any
14 qualifications required, the approximate duration of the job, and the number
15 of employees required. In the absence of the committeeman, the alternate
16 committeeman, or in his absence, another member of the crew, shall act as
17 the committeeman for overtime arrangements.
18

19 3. Where an employee is called for overtime for a specific job, and
20 for unforeseen reasons beyond Maintenance management's control the
21 work no longer exists, the employee will be given the option to remain for
22 the period of the overtime call to perform other work or to go home and
23 receive four (4) hours recall pay at the applicable overtime rate (per
24 paragraph (I)) or hours worked, whichever is greater. If the employee elects
25 to work, another employee will not be entitled to claim an overtime bypass.
26

27 4. The Company will provide to the committeeman an accurate
28 attendance list for use in calling overtime. On the OM-87 form, the
29 committeeman will furnish the supervisor with the names of the eligible
30 men who are lowest on overtime. The supervisor will initial the list of
31 accepted names and rejected names in duplicate. Those disqualified by the
32 supervisor will not be contacted. However, any such employees may file a
33 grievance if they feel that an error has been made. No employee shall have a
34 grievance against the Company if he is bypassed by the committeeman or if
35 the committeeman errs in his report.
36

37 5. The committeeman will, by Company telephone, contact the
38 employee(s) lowest on overtime (who have been approved) to procure
39 acceptance, non-acceptance, or no contact. The supervisor may contact
40 employees for overtime when it is impractical for the committeeman to do
41 so. Any employee bypassed by the supervisor may file a grievance.
42

1 6. An employee who cannot be contacted for overtime will be
2 charged for the amount of overtime being offered. An employee who
3 declines overtime or an employee who fails to list his telephone number on
4 the overtime list will be charged for the overtime he could have worked at
5 his overtime rate. An employee who works overtime will be charged on a
6 converted basis for the number of hours worked. Example: four (4) hours at
7 time and one-half (1 1/2 x) will be charged six (6) hours. An employee who
8 accepts overtime and only works part of the assignment will be charged the
9 full amount offered. Employees not contacted during a one (1) hour period
10 from the beginning or end of their shift will not be charged.
11

12 Employees on an authorized absence will remain status quo for a
13 period of thirty (30) work days. Upon their return to work from absences
14 greater than thirty (30) work days they shall receive the average overtime of
15 the employees on the overtime list or their actual overtime, whichever is
16 higher. Employees returning to positions covered under this Agreement will
17 receive the average of the crew or their actual overtime, whichever is
18 greater, plus all overtime worked outside the Agreement. Employees on
19 authorized absences will not be eligible for overtime until they return to
20 work on a regular shift. Authorized absences include: vacation, sick leave,
21 medical leave, educational leave, compensatory day off, injury leave, jury
22 duty, formal classroom training, personal leave and authorized Company or
23 Union business. An authorized absence will begin at the end of the
24 employee's last regular shift prior to the authorized absence. An employee
25 may be asked to work overtime in conjunction with his last shift preceding
26 his days off, prior to his vacation. If the overtime is worked, the employee
27 will be charged. A refusal will not be charged. An employee reporting off
28 sick for a regularly scheduled shift will be ineligible for overtime from the
29 beginning of his absence until he returns to work on his next regularly
30 scheduled shift. The Company will give as much notice as possible of
31 contemplated overtime, but for charge purposes, no minimum notice is
32 required.
33

34 7. If the overtime is for a period of less than three (3) hours and
35 it is near the end of a shift before it can be determined that overtime is
36 necessary, the committeeman may bypass the lowest man if he is off duty
37 and offer the overtime to the employee working the job or if he refuses, the
38 next lowest respective classification employee just getting off duty shall be
39 asked and so on.
40

41 8. Overtime on any job may be assigned to any department by
42 the Company.
43

44 9. When overtime arises in a shop during Saturday or Sunday, or
45 after the shop has gone off duty, the committeeman or in his absence,
46 another member of the crew in maintenance, on duty, shall handle overtime
47 matters, which arise.
48

1 10. Employees transferring to a different crew, department or
2 station shall receive the average overtime credit for the list being used.
3

4 11. Names of new employees will be placed on the proper
5 overtime list at the end of their probationary period and they shall receive
6 the average overtime credit of the list.
7

8 12. Employees who transfer temporarily to a different crew or
9 department for ten (10) hours or less shall remain on their regular overtime
10 list and employees who transfer temporarily to a different crew or
11 department for more than ten (10) hours shall receive the average overtime
12 credit of that list and shall remain on that list until they return to their
13 regular crew or department. Upon return to their regular crew or
14 department, they shall receive the overtime total they had when they left,
15 plus any overtime charged to the employees while transferred.
16

17 13. Employees called at home for a field trip that cannot be
18 contacted will be charged for the overtime rate of their regularly scheduled
19 hours. Employees who decline a field trip will be charged for the overtime
20 at their overtime rate. This rule will not apply where there is less than two
21 (2) hours notice of the field trip.
22

23 14. Employees who decline overtime shall be charged at their
24 applicable rate with the amount of overtime offered unless the requirement
25 for such overtime no longer exists.
26

27 15. Employees accepting and working an overtime call of four (4)
28 hours or more may be asked to extend and work additional overtime. If an
29 employee declines an extension of overtime, he shall not be charged with a
30 refusal.
31

32 16. If an employee has worked sixteen (16) consecutive hours or
33 more (exclusive of unpaid meal periods) on a field trip or at his Base
34 station, the Company reserves the right to disqualify him from working any
35 additional overtime for a period of seven (7) hours. At the end of the seven
36 (7) hour rest period he will again be governed by the overtime rules. Any
37 employee working more than sixteen (16) consecutive hours (exclusive of
38 unpaid meal periods) will be charged for all overtime hours worked. Any
39 employee refusing to work more than sixteen (16) consecutive hours
40 (exclusive of meal periods) will not be charged for such refusal.
41

42 17. For field trips, the Company may assign either Mechanics or
43 Lead Mechanics provided , however, if four (4) Mechanics are sent, one (1)
44 must be a Lead Mechanic unless the field trip is required at a station where
45 Lead Mechanics are on duty, in which case a Lead Mechanic need not be
46 sent if the normal Lead Mechanic to Mechanic ratio will not be exceeded at
47 that station.
48

1 18. An Inspector or DQC will be dispatched when field service
2 is dispatched from a station and when that field service requires inspection
3 work and no inspector or DQC is staffed at the field service station.
4

5 Note: Inspectors or DQC may be dispatched from any inspection
6 station.
7

8 19. The Company may dispatch the eligible on-duty employee,
9 low on the overtime list, for field service when such field service involves
10 transportation by common carrier and the scheduled departure is within one
11 (1) hour from the time it is determined that the field service is necessary.
12 The overtime list will be called for field service when air taxi or ground
13 transportation is used for travel and overtime is anticipated.
14

15 20. When a crew is dispatched for field service and the conditions
16 of a field service trip change, e.g., job requirements or additional work,
17 employees who have accepted the trip and agree to the work under the
18 changed conditions, may be utilized.
19

20 21. In the event sufficient personnel are not available to meet the
21 overtime requirements, qualified personnel from another section, shift or
22 shop shall be requested to work overtime.
23

24 These rules may be revised when necessary provided mutual
25 agreement is reached between management and the Local Committee with a
26 copy to and subject to the approval of the District Representative and the
27 Director of Labor Relations.
28

29 **(G)** No employee will be expected to work overtime against his wishes
30 except for deicing purposes only, when all eligible and qualified employees
31 on duty within the bid area have declined the overtime extension. In such
32 cases, the junior employees just getting off duty, within the bid area, may be
33 required to work up to three (3) hours of overtime or until sufficient
34 employees arrive, whichever is earlier. This provision does not apply to
35 anyone who has worked sixteen (16) or more consecutive hours (exclusive
36 of meal periods) at the time of the extension.
37

38 **(H)** Employees who are called to work on a day off shall be offered no
39 less than four (4) hours at the applicable rate. When there is more than four
40 (4) hours work involved, the employee shall be offered a minimum of eight
41 (8) hours work at the applicable rate. The Company may require employees
42 to work the full overtime period accepted.
43

44 All time worked in excess of eight (8) paid hours on a day off will
45 be computed on an actual minute basis. Pre-shift overtime, which is in
46 conjunction with a regular workday, will be computed on an actual minute
47 basis, and paid at the applicable overtime rate.

1 (I) For continuous service after regular working hours, employees will
2 not be required to work more than two (2) hours without being permitted to
3 go to meals, and these employees will be allowed a thirty (30) minute
4 unpaid period in which to eat.
5

6 Employees reporting for work of at least four (4) hours pre-shift
7 will be allowed a thirty (30) minute unpaid meal period in which to eat
8 within their pre-shift period.
9

10 (J) Employees shall be given as much advance notice as is practical
11 when overtime is contemplated. When an employee completes his shift and
12 is recalled to work, not in conjunction with his regularly scheduled shift, he
13 will be paid no less than four (4) hours at the overtime rate applicable for
14 each call.
15

16 (K) Employees who have been required to work sixteen (16) or more
17 consecutive hours (exclusive of unpaid meal periods) will be given a rest of
18 at least seven (7) hours before being required to report to work again. In the
19 event this rest period extends into a regular work shift, the employee will be
20 paid for such time lost at regular straight time rates.
21

22 (L) No overtime shall be worked except by direction of the proper
23 supervisory personnel of the Company, except in cases where prior
24 authority cannot be obtained.
25

26 (M) An employee bypassed for overtime in violation of these overtime
27 procedures will be eligible to work a like period of time on a scheduled shift
28 at a time mutually agreed to by the employee and the Company. The
29 overtime bypass will be limited to only the employee who should have been
30 offered the overtime as provided for in this article.
31

32 The shift will be at the same rate of pay as bypassed, contain the
33 same number of hours as those bypassed and must be worked within
34 fourteen (14) calendar days of the determination that the bypass occurred.
35

ARTICLE 7.
TRAVEL PAY

1
2
3
4 (A) When employees engage in field service from their Base station to
5 restore Company airplanes or equipment to service, they shall be paid for
6 such work on the same basis as at their Base station with a minimum of
7 eight (8) hours at their straight time rate for each twenty-four (24) hour
8 period. Furthermore, Line Mechanics on field service for an AOG condition
9 will not have their regularly assigned shift changed.

10
11 (B) All traveling or working shall be at applicable rates, including all
12 time spent traveling by common carrier, or waiting in connection with field
13 service as defined in paragraph (A) above. When an employee is required to
14 travel on a regular day off, he will be paid for working, waiting, and
15 traveling as follows:

16
17 Day (s) Off: Time and one-half (1 1/2x) for all hours .

18
19 If field service/travel is interrupted for any reason and the
20 employee is released by an authorized agent of the Company for a period of
21 seven (7) consecutive hours or more, he shall not be paid for the time
22 released, but in no event shall the employee receive less than eight (8) hours
23 pay during any twenty-four (24) hour period while away from his Base
24 station, provided, however, that the Company may schedule him to take his
25 regular days off without compensation except for the reasonable and
26 necessary expenses provided for in this Article.

27
28 (C) Employees required to work after traveling in connection with
29 field service shall be paid at the overtime rate applicable for all hours
30 worked in excess of the employee's regularly scheduled hours including
31 travel, waiting and working time for the day in question.

32
33 (D) Upon completion of such field service, an employee shall return to
34 his home station in accordance with the order received at the time he left his
35 home station, or in accordance with the orders he receives from the person
36 to whom he was ordered to report in the field, and shall be compensated for
37 the return trip in accordance with the provisions of paragraphs (B) and (C)
38 above; except those employees on field service who are released from duty
39 and elect to return to their Base station rather than to remain in the field will
40 be paid their travel time as though they had traveled on the designated
41 flight. Furthermore, they will not be required to report for their regularly
42 assigned shift at their Base station until the scheduled arrival of the
43 designated flight.

1 (E) An employee involved in field service, special assignments or
2 training away from his Base station will receive an hourly per diem
3 allowance of one dollar seventy cents (\$1.70) per hour to cover all
4 incidental expenses (excluding lodging and transportation cost) incurred
5 during such assignments. The per diem allowance will commence at the
6 departure time of the employee to field service, special assignment or
7 training and will cease at the employee's return time. The time of departure
8 and return will be provided by the employee and included on his expense
9 statement for such assignments. Such employee will not be entitled to the
10 foregoing hourly per diem during periods of time he has returned to his
11 residence or Base inclusive of travel time during personal time off from
12 field service, special assignment or training.
13

14 Upon the employee's request, the Company will provide round trip
15 space positive passes for travel on Company aircraft, on his days off, to and
16 from his residence or Base while on training assignments away from his
17 Base station. Such employee will not be entitled to hotel or other away
18 Base expenses during periods of time he has returned to his residence or
19 Base. All space positive passes, used and unused, must be returned by the
20 employee when he files his expense statement for the training assignment.
21

22 Upon application, an employee will be given an advance by the
23 Company to cover his expenses while away from his Base station.
24

25 Within five (5) days after returning to his home station, or at the
26 close of each week in the event an employee is away for a period longer
27 than one (1) week, the employee shall submit an expense account in
28 accordance with Company regulations, and if the employee has returned to
29 his home station, it shall be accompanied by the balance of any expense
30 money advanced, but not accounted for on the expense account.
31

32 (F) Employees who are temporarily transferred from their home
33 station to fill temporary vacancies shall be paid in accordance with
34 paragraphs (B) and (C) of this Article for the time necessary to travel in
35 connection with such temporary transfer, and they shall receive necessary
36 and reasonable expenses for transportation, meals and lodging in
37 accordance with paragraph (E) of this Article.
38

39 (G) When an employee is away from his home station filling a
40 temporary vacancy, he shall be paid straight time and overtime based on the
41 shifts as scheduled at the location of the temporary vacancy, but in no event
42 shall he receive less than eight (8) hours pay for each day. Provided,
43 however, that the Company may schedule him to take his regular days off
44 without compensation except for the reasonable and necessary expense
45 provided for in paragraph (E) of this Article.
46

1 **(H)** Employees called from home for field service after completing
2 their regular shift assignment or on a regular day off will receive one (1)
3 hour as preparatory time for domestic field service and two (2) hours
4 preparatory time for international field service. (definition of international is
5 anywhere a passport is required.) at the overtime rate, and in all possible
6 cases, will be given two (2) hours or more notice before departure time.
7 Employees on a regular shift assignment will be allowed time to prepare for
8 a field service assignment without loss of pay.
9

10 **(I)** When an employee receives a special assignment to attend training
11 classes pertaining to his work, or to fulfill other special assignments not
12 constituting field service or the filling of temporary vacancies, he shall
13 receive compensation not to exceed eight (8) hours per day for the time
14 spent in traveling or waiting, at the applicable rate. If such special
15 assignment involves traveling after completion of his regular work for the
16 day, he shall be paid at the straight time rate for all hours spent traveling
17 and waiting including hours in excess of eight (8) hours. When an employee
18 is required to travel on a regular day off, he shall be paid in accordance with
19 paragraph (B) of this Article.
20

21 **(J)** When employees are required to work alone in remote areas, the
22 Company will keep the station or facility open and another Company
23 employee on duty to provide immediate communication and safety
24 surveillance.
25

26 **(K)** No employee will be required to travel on field service in a single
27 engine aircraft against their wishes.
28

ARTICLE 8.
SENIORITY

1
2
3
4 (A) Seniority under this Agreement shall be by Basic Classification and
5 by Premium Classification (within a Basic Classification) and shall accrue
6 from the date of entering a classification on a regular assignment. Basic
7 Classifications to be recognized for seniority purposes shall consist of
8 Mechanic, Stores, Utility, Planner, Technical Documentation and Quality
9 Assurance (QAC).

10
11 The Premium Classifications to be recognized for seniority
12 purposes within the Basic Classifications shall be as follows:

- 13
14 - Mechanic Classification will include Premium Classifications
15 of MOC, Inspector, Lead Mechanic and QAC.
16
17 - Stores Classification will include the Premium Classification
18 of Lead Stock Clerk.
19
20 - Utility Classification will include the Premium Classification
21 of Lead Utilityman.
22
23 - Planner Classification will include the Premium
24 Classification of Senior Planner. (Premium Seniority is the
25 same as Basic Seniority)
26
27 - Technical Documentation Specialist Classification will
28 include the Premium Classification of Senior Technical
29 Documentation Specialist. (Premium Seniority is the same as
30 Basic Seniority)
31
32 - Quality Assurance (QAC) Classification will include the
33 Premium Classification of Senior Quality Assurance Auditor
34 and Quality Assurance Auditor. (Premium Seniority is the
35 same as Basic Seniority)
36

37 Accrual of seniority for pay purposes shall not exceed ninety (90)
38 days for employees who are laid off.
39

40 If an employee is promoted to a higher classification covered by
41 this Agreement he will continue to accrue seniority in the lower
42 classification. If an employee is upgraded while on probation and completes
43 ninety (90) work days of service with the Company he will be considered to
44 have completed probation in the lower classification.
45

1 Employees working in a higher classification will also progress
2 through the lower classification pay scale. Employees working in a lower
3 classification will not progress through a higher classification pay scale.
4

5 Any employee who transfers/bids to a different classification will be
6 placed on the pay scale based on the Pay Classification letter of agreement on
7 page 208.
8

9 **(B)** Unless otherwise specified in this Agreement, bidding for shifts and
10 days off, vacancies, new jobs, promotions or displacements involving Basic
11 Classification positions shall be by Basic Classification Seniority, i.e.
12 Mechanic, Stores, Utility, etc. Bidding for shifts and days off, vacancies, new
13 jobs, promotions, displacements or transfers involving Premium Classification
14 positions shall be by Premium Classification Seniority, i.e. Lead Mechanic,
15 Inspector, etc. See Article 9, paragraph (I) All reductions in force and
16 recalling after a layoff shall be by Basic Classification and should such
17 reduction require an employee to vacate a Premium Classification, the
18 employee filling such vacancy must be senior on the basis of basic seniority
19 than the senior employee reduced from the station at the time of the reduction.
20 See Article 8, paragraph (I). (targeted select process)
21

22 **(C)** New employees shall be regarded as probationary employees for the
23 first ninety (90) work days of their employment, and there shall be no
24 responsibility on the part of the Company for the re-employment of
25 probationary employees if they are discharged or laid off during this period. If
26 retained in the service after the probationary period, the names of such
27 employees shall then be placed on the seniority list for their respective
28 classification in order of the date of their original hiring at the point and on the
29 system seniority roster. The Company will furnish the Local Chairman and the
30 General Chairman with the names, classification, department, and rate of pay
31 of all new employees on the first (1st) of each month.
32

33 **(D)** In the event of the geographical relocation in whole or in part of any
34 of the work performed by employees covered by this Agreement, the
35 employees affected will be given an opportunity to transfer to the new location.
36 Employees so transferred shall suffer no loss of seniority or pay, nor any
37 reduction in classification or hourly rate.
38

39 **(E)** Seniority lists corrected to December 1st and prepared by the
40 Company shall be furnished to the Local Chairman and the Assistant General
41 Chairman and shall be posted in each hangar and facility no later than the last
42 day of January and the last day of July each year. Such lists will be subject to
43 correction upon protest, with facts, in writing to the Senior Vice President of
44 Maintenance Operations, but if no complaint is made within thirty (30) days of
45 posting, the list as published will be assumed to be correct. Any employee on
46 leave at the time of posting of the list shall have a period of fifteen (15) days
47

1 from the date of his return to service to file a protest. In preparing seniority lists
2 when it is impossible to determine the proper order by date of entering the
3 classification, time under the Agreement, or by length of service with the
4 Company, then the names shall be listed in alphabetical order by surname.
5

6 (F) In the event of a reduction in force, seniority as per paragraph (B)
7 above will govern. Ten (10) work days notice will be given employees affected
8 before any normal reduction is made and a list of those to be reduced will be
9 furnished to the Local Chairman and General Chairman prior to notifying the
10 employees affected. However, this provision is not applicable when where
11 there is temporarily no work because of work stoppage or strikes by employees
12 of the Company. During those circumstances the Company retains the right to
13 reduce the working force at any shop, hangar, or facility with twenty-four (24)
14 hours notice or eight (8) hours pay.
15

16 NOTE: The ten day notice to the employee, described above, shall
17 begin when the employee signs for their abolishment or bump paperwork.
18

19 (G) Employees affected by a reduction in force (abolished) or displaced
20 by senior employees (bumped) must exercise their seniority. Junior employees
21 abolished, or bumped from their bid area, must exercise their seniority and
22 bump the most junior employee in another bid area in their station, in their
23 classification, provided they are qualified for that position. Such rights must be
24 exercised within three (3) working days after receipt of reduction or
25 displacement notice.
26

27 Employees abolished or bumped will be absorbed in their current
28 classification, in their bid area, at their station, on their shift, when the
29 Company determines a position becomes available prior to their last day
30 worked. Realignment provisions of Article 9, paragraph (C), may be
31 applied.
32

33 NOTE: Time will start on the regularly scheduled work day
34 following receipt of such notice and will end at the close of the regular
35 work shift on the third (3rd) scheduled work day. Such transfers shall be
36 made without expense to the Company. Free space available transportation
37 over the Company system will be furnished the employee and dependent
38 members of his immediate family between his previous work location and
39 his new work location for a period not to exceed thirty (30) days after the
40 effective date of his transfer.
41

BUMPING PROVISIONS:

Mechanic Classification: *ONLY IF SENIORITY IS HELD*****

Maintenance Control Technician-----	Maintenance Control Technician Inspector Lead Mechanic Mechanic
Inspector-----	Inspector Lead Mechanic Mechanic
Lead Mechanic-----	Inspector Lead Mechanic Mechanic
Mechanic-----	Mechanic Lead Stock Clerk * Stock Clerk * Lead Utility * Utility *

Quality Assurance Classification

Senior Quality Assurance Auditor-	Senior Quality Assurance Auditor Quality Assurance Auditor
Quality Assurance Auditor -----	Quality Assurance Auditor Mechanic*

Technical Documentation Specialist Classification

Senior Technical Documentation Specialist-----	Technical Documentation Specialist
Technical Documentation Specialist--	Technical Documentation Specialist Maintenance Planner*

Maintenance Planner Classification

Senior Maintenance Planner --	Maintenance Planner
Maintenance Planner-----	Maintenance Planner Lead Stock Clerk* Stock Clerk* Lead Utility *

1 **Stock Clerk Classification:**

2

3 Lead Stock Clerk-----	Lead Stock Clerk
4	Stock Clerk
5	Lead Utility *
6	Utility *
7	
8 Stock Clerk-----	Stock Clerk
9	Lead Utility *
10	Utility *

11

12 * Only if seniority is held and the employee is unable to hold his
13 domicile with his current basic seniority.

14

15

16 **Utility Classification:**

17

18 Lead Utility-----	Lead Utility
19	Utility
20	
21 Utility-----	Utility

22

23 NOTE:

- 24 1. Abolished / Bumped - Junior employees abolished, or bumped from their
25 bid area, must exercise their seniority and bump the most junior employee
26 in another bid area in their station, in their classification, provided they are
27 qualified for that position.

28

29 NOTE: If unqualified for the position held by the most junior
30 employee (i.e. Machinist, Welder, etc.), the employee must exercise to
31 the next most junior position for which they are qualified.

32

33 In the event mechanical employees are displaced from the Machine or
34 Weld shop and do not meet the minimum qualifications of any of the
35 mechanical jobs, as described in Article 9, paragraph (I), they will be
36 permitted to exercise their seniority into either the Ground Equipment
37 shop or Plant Maintenance shop.

- 38
- 39 2. Unable to Exercise Basic (within location) - Employees who are unable
40 to exercise their Basic Classification seniority within their station, as
41 described above may:

42

43 a. bump the most junior employee, by current Basic Classification, in
44 any station,

45 OR

46 b. bump the most junior employee, in any station in a lower
47 classification in which they hold seniority,

OR

c. exercise to any vacancy (a position previously bid, that went “no bids received” and is currently available for hire) in the system for which they are qualified,

OR

d. accept furlough.

NOTE: Employees who elect to exercise seniority to another station may indicate their department preferences, on their exercising seniority form, within a station. The company will make a good faith effort to accommodate department preferences within a station for employees who have the same report date to a station by seniority and subject to qualifications.

Employees may not bump from a lower Basic Classification to a higher Basic Classification (i.e. Utility to Stores / Mechanic, or Stores to Mechanic), or from a Basic Classification to a Premium Classification (Mechanic to Lead Mechanic, Mechanic to Inspector, etc.)

Employees who are bumped will move to their new bid area within twenty-five (25) days, starting from the day they sign their bump notice.

If, after the previously stated time limits have expired and, the employee has not moved, he shall receive the rate of pay of the awarded position, if higher, and the applicable overtime until he has moved to the awarded job or he is awarded a second (2nd) bid or his original bid is canceled.

(H) An employee holding seniority in more than one (1) Basic Classification, subject to a reduction in force, who refuses to exercise his seniority in a lower classification at his station to accept a layoff will lose that seniority which he refused to exercise.

An employee may only have recall to one station at any given time and will have recall to that station for all classifications for which he has seniority.

An employee's recall station shall be defined as that station an employee selects from any station from which he was reduced. Employees will not be permitted to change their recall station unless their existing recall station is closed.

An employee on furlough status will only be recalled to his recall station unless he is awarded a bid, via the automated bid / recall system for any other vacancy.

1 In the event the airline no longer operates into an employee's recall station, all
2 employees now and hereafter on furlough from such station or who have
3 selected such station as their recall station will be required to select a furlough
4 station, first from any other station from which he was reduced if still active,
5 and, if none, then from any other active Maintenance station. This change of
6 designated recall station must be made in the Company's automated bid / recall
7 system within thirty (30) days of written notice from the Company. Failure to
8 comply with the above will result in loss of employee's seniority and
9 employment status. Should the Company resume operations into an inactive
10 station, then the employee, if reduced from that station and still on furlough,
11 can elect through the notification procedures above to designate such station as
12 his recall station.

13
14 An employee on furlough status holding seniority in more than one
15 (1) Basic Classification, who refuses recall to one (1) of those classifications in
16 their designated recall station, will be removed from that seniority list.

17
18 The Company will consider qualified furloughed covered employees
19 for vacancies under the Agreement prior to hiring new employees to fill such
20 vacancies.

21
22 Employees who are on furlough shall continue to accrue seniority for
23 a maximum of five (5) years, and thereafter shall only maintain their seniority
24 status while on furlough.

25
26 Any furloughed employee accepting recall or bidding a job will
27 return to the step on the pay scale occupied at the time of his furlough.
28 Employees who have been on furlough for more than five (5) years will not be
29 eligible for travel under the Company's sixty-five (65) Point Plan unless the
30 employee returns to active service for a minimum of six (6) months.

31
32 Employees hereunder who accept positions outside of the
33 bargaining unit, within the Maintenance Department shall retain all accrued
34 seniority. Any employee accepting a position outside of the bargaining unit,
35 outside of the Maintenance Department shall retain all accrued seniority for
36 one hundred eighty (180) days after leaving the bargaining unit and shall
37 thereafter forfeit it.

38
39 Employees who transfer to positions outside of the bargaining unit,
40 within or outside of the Maintenance Department may, for a one hundred
41 eighty (180) day period, exercise all seniority accrued in the case of a reduction
42 in force, demotion, discharge for incompetency or should such employee
43 voluntarily decide to return to a covered position, in accordance with the
44 provisions of Article 10, paragraph (E) of this Agreement.

1 After the expiration of the above prescribed period, any employee who
2 transferred outside of the bargaining unit, within the Maintenance Department
3 who returns to a position under this Agreement in the case of a reduction in
4 force, demotion or discharge for incompetency, may only exercise his Basic
5 Classification seniority to displace the most junior employee in his respective
6 classification and will be prohibited from bidding Premium Classification
7 positions for a period of one hundred eighty (180) days from his date of return.
8

9 Employees may temporarily upgrade to supervisory positions on their
10 shift, in their bid area only and may be upgraded to supervisory positions a
11 maximum of sixty (60) work days in any calendar year, except employees
12 transferred to an instructor position. Upgrades of this nature will not be
13 counted toward an employee's one hundred eighty (180) day probationary
14 period.
15

16 Proper leave of absence as used herein shall mean such employee
17 must make an application to Union's Financial Secretary for leave in
18 triplicate on the standard leave of absence forms, upon acceptance of his
19 promotion.
20

21 Employees who accept promotion to a position above first line
22 supervisor or higher will forfeit any and all seniority under this Agreement,
23 except that employees who may be promoted directly from a position covered
24 by the Agreement will, for a one hundred eighty (180) day period from the
25 date of promotion, be permitted to exercise their seniority as per the above
26 rules.
27

28 **(I)** Lead Mechanic / Inspection hiring process will be via the Targeted
29 Selection process outlined below. The Lead / Inspector job will be posted
30 for bid. If the senior bidder has Lead time or Inspector time, whichever is
31 appropriate, the position is awarded to the senior bidder and there will not
32 be a Targeted Selection Process. If no bidder has the appropriate Lead /
33 Inspector time, the following will apply:
34

35 1. The seven (7) most senior bidders who meet the minimum
36 requirements will be reviewed for eligibility based on past work record,
37 attitude and job performance. If an active "written" PE1 is in an
38 employee's file, it will be reviewed with the union before eliminating the
39 employee from the interview process. Minimum qualification shall include
40 the "New Hire Mechanics Test".
41

42 2. Interviews will be scheduled as outlined below.
43

44 a. Interviews will be scheduled to begin within two (2)
45 weeks of the bid award date.
46

- b. Hiring department will contact employee at telephone number on record in Maintenance Administration or may contact employee at work.
 - c. Eligible employees, as described in paragraph 1. above, will be called in seniority order to advise of the interview schedule (date, time and location) and offer choice of scheduled interview time. In the event of a “no answer” or “left message” the interviewer may bypass the employee and call the next senior employee to offer selection of interview time. An employee who was bypassed under these provisions who contacts the interviewer within twenty-four (24) hours, may select from the remaining available interview time slots at the time he contacts the interviewer.
 - d. Any employee unable to interview at the available interview times will not be rescheduled.
 - e. Employees can decline to interview for the position.
 - f. When an employee is unable or declines to interview, only the remaining eligible employees from the seven (7) employees described in paragraph 1. above will be interviewed.
 - g. Interviews will be conducted at CLT, PHL or PIT.
3. There shall be equal representation on the interview panel, one Company representative and one Union representative, for each interview. The same interview panel must conduct all interviews for a specific posted bid.
 4. The interview panel will apply the Targeted Selection interview process for each interviewee and assign an evaluation score to each employee interviewed. The position will be awarded to the employee with the highest evaluation score provided the evaluation score is above the minimum score requirement. If none of the employees interviewed meets the minimum score requirement, the next seven (7) most senior bidders will be interviewed for the position.
 5. There will be no overtime (straight time or premium pay) paid to an employee being interviewed (e.g. for travel, interview time, waiting time, etc.) outside of his normally scheduled shift.
 6. Current Lead upgrade rules apply whereby for the duration of the posted bid and interview process, the Company may upgrade to a Lead position and is not required to call overtime.

- 1 7. An employee refusing an awarded position will be terminated
2 from the Company for refusal of job offer.
3
- 4 8. The employee awarded the position will report to the new
5 position within twenty-five (25) days of the award date (not
6 the close of bid date).
7
- 8 9. Where applicable, the employee's new pay scale of Lead
9 premium will become effective on the report date. If the
10 employee, through no fault of his own, has not been moved
11 within the twenty-five (25) day time limit described above, the
12 employee shall receive the rate of pay for the awarded
13 position, if higher, and applicable overtime until he has moved
14 to the awarded position.
15
- 16 10. Rejection letters will be sent to employees not selected for the
17 position.
18

19 **(J)** Employees who are injured in the service of the Company after April
20 28, 2008:

21
22 The Company will provide indefinite limited duty to employees
23 injured on the job providing that their limitations are such that they
24 can perform substantially all the essential elements of their job.
25

26 Employees who are able to perform reasonable productive work
27 within their classification, but not substantially all the essential
28 elements of their normal work classification will be provided limited
29 duty for up to sixty (60) work days for the injury.
30

31 Where the employee's medical restrictions are such that the employee
32 is unable to perform reasonable work within their classification and
33 where the Company determines that productive work (for which the
34 employee is qualified) exists, then such work may be assigned for
35 periods not to exceed sixty (60) work days during the recuperative
36 process.
37

38 **(K)** Employees covered by this Agreement will lose their seniority status
39 and their names will be removed from seniority lists under the following
40 conditions:

- 41 1. They quit, resign or retire.
- 42 2. They are discharged for just cause.
- 43
- 44
- 45

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3. They do not inform the Company in writing or by telegram of their intention to return to service within five (5) days of receipt of a notice offering to reemploy them.
4. They do not return to the service on or before a date specified in the notice from the Company after a layoff (except under circumstances beyond the individual's control), which date should not be prior to fifteen (15) days after sending such notice; provided that notice required by subdivisions 3. and 4. of this paragraph shall be sent by Certified mail (return receipt requested) or telegram to the employee's last address filed by him with the Company, and subdivisions 3. and 4. of this paragraph shall not apply to offers of temporary work.
5. They fail to return to work at the end of an authorized leave of absence.
6. They engage in gainful employment while on leave of absence in violation of Article 10, paragraph (F).
7. They are on any leave (except Military, Union or Government) for three (3) or more years.
8. Or as otherwise provided for in this Agreement.

ARTICLE 9.
FILLING VACANCIES

1
2
3
4 (A) When the Company determines that a vacancy exists in a
5 classification, such vacancy of thirty (30) work days or more will be filled
6 using the automated bidding system. The word vacancy as used in this Article
7 shall include the number of jobs to be filled, classification, bid area and station.
8 A vacancy may be extended up to an additional thirty (30) work days, by
9 mutual agreement in writing between the Company and Union (i.e., District
10 Representative or his designee), with a copy to the Maintenance Administrator,
11 PIT, if the vacancy is the result of an employee on sick leave, occupational
12 leave, family leave or medical leave of absence. The affected employee must
13 request this extension prior to the expiration of the initial thirty (30) work day
14 period. The Local Chairman, PIT will be notified of any vacancy to be filled as
15 it is posted on the system.

16
17 Employees who bid for vacancies and have the minimum
18 qualifications as listed in paragraph (I) of this Article shall be awarded those
19 jobs on the basis of classification seniority in their respective classification.
20 Employees awarded premium jobs will be subject to a twelve (12) month
21 stability period. Employees must accept bid awards. Stability periods end
22 when an employee is abolished or bumped. After an employee has been
23 chosen to fill a vacancy, the Company will post, utilizing the automated system
24 the name of the employee selected to fill the job and his seniority number.

25
26 Bids will be awarded on the basis of classification seniority per
27 Article 8, paragraph (B). The employee bidding a vacancy and having the
28 minimum qualifications as listed in paragraph (I) of this Article shall be
29 awarded the job. Lead Mechanic positions where the senior bidder does not
30 possess Lead seniority and Inspector positions where the senior bidder does
31 not possess Inspector seniority, will be awarded through the Targeted Selection
32 process.

33
34 The Company shall post a notice on the automated system if there
35 was no successful bidder for a vacancy. If a vacancy is not filled within ninety
36 (90) days and is still considered open, the vacancy shall be bid again using the
37 Company's automated system.

38
39 Employees who are awarded bids will be moved to their new bid area
40 within twenty-five (25) days, starting from the date of the bid award.

41
42 If, after the previously stated time limits have expired and, the
43 employee has not moved, he shall receive the rate of pay of the awarded
44 position, if higher, and the applicable overtime until he has moved to the
45 awarded job or he is awarded a second (2nd) bid or his original bid is canceled.

1 (B) Employees covered by this Agreement may bid for vacancies or new
2 jobs by using the Company automated system. If vacancies or new jobs are
3 to be posted, they will be posted on Monday and Thursday at 12:00 noon
4 EST or EDT. Those vacancies will be available for the employee to bid on
5 from 12:00 noon on Monday through 12:00 midnight on Wednesday for the
6 Monday bids and through 12:00 midnight Saturday for the Thursday bids.
7 Employees bidding for more than one (1) vacancy or new job must indicate
8 their bids by preferential order. The Company will award the vacancies and
9 new jobs to the successful bidders by 12:00 noon on Thursday for the
10 Monday posting and by 12:00 noon on Monday for the Thursday posting
11 and will post the awards on the automated system for access by the
12 employees. Employees may rescind their bid at any time before midnight on
13 Wednesday for the Monday posting or 12:00 midnight on Saturday for the
14 Thursday posting. In addition, the Company may cancel a vacancy at any
15 time prior to its closing.

16
17 (C) Local preference will govern all shift and days off changes in all
18 bid areas at all stations by respective classification. Shift / Days Off
19 Preference Sheets will be maintained within each bid area and will be
20 utilized for all changes of shifts and days off.

21
22 Realignment, redeployment and rebids will be accomplished using
23 the shift preference sheets as follows:

24
25 1. Shift / Days Off Preference Sheets will be sorted by classification
26 seniority. Each employee entering the department must complete their shift
27 / days off preference sheet and provide a copy to their supervisor and their
28 committee person. The preference sheet must be date stamped and signed
29 by both the employee and their supervisor. The preference sheet will be
30 utilized for all realignment / redeployment / rebids. The employee must
31 retain a copy of the signed shift / days off preference sheet for their records.

32
33 A minimum fourteen (14) days notice prior to the effective date of
34 a rebid is required. This notice will contain: the cut-off date for submitting
35 any changes to the shift / days off preference listing, the date of the
36 selection process and the effective date of the rebid. The new shift
37 breakdown, by position, and days off will also be provided. Positions
38 awarded as a result of the realignment / redeployment / rebid, must be
39 posted at least five (5) days prior to effective date of the schedule change.
40

1 Realignments may occur when there is no change in total staffing levels in a
2 bid area by classification, but there is a change in shift staffing level or start
3 times. Employees who are reduced or bumped may only exercise their
4 seniority in their current classification and bid area. Other employees in the
5 classification and bid area will be considered for the available vacancies
6 within the bid area in seniority order in their proper work classification
7 based on their Shift Days Off Preference Sheets on file at the time of the
8 realignment.
9

10 Redeployments may occur when there is a reduction in staffing
11 levels in a bid area by classification and a subsequent change in shift
12 staffing levels. All employees are affected and participate in competing for
13 the positions within the bid area in seniority order in their proper work
14 classification based on their Shift Days Off Preference Sheets on file at the
15 time of the redeployment.
16

17 Rebids will occur during the months of January, May and
18 September. The cut off for submitting/updating Shift Days Off
19 Preference Sheets may not be before the 1st of the month, and the effective
20 date of the Rebid may not be later than the 15th of the month.
21

22 Note: The realignment / redeployment / rebid will be completed by the
23 Company and the local Union Committeeman or shop steward.
24 Realignments / Redeployments can be completed as necessary based on
25 needs of service.
26

27 An employee must have a scheduled report date to their new bid
28 area prior to the cut off date for the shift selection process, to be eligible to
29 participate in the realignment / redeployment / rebid provided the employee
30 has submitted a shift / days off preference sheet.
31

32 Any changes received after the cut-off date will not be considered
33 for the current realignment / redeployment / rebid and will be held for the
34 next realignment / redeployment / rebid.
35

36 2. Station / Department - Redeploy / Rebid the Department - The
37 redeployment / rebid will be accomplished as follows: The new staffing levels
38 and the number of positions in the respective bid area, by shift and
39 classification will be posted locally. All remaining employees currently in the
40 affected bid area and classification will compete for the posted positions. The
41 shift / days off preference listing will be utilized to bid positions for all
42 employees. This will be completed in classification seniority order.
43

44 3. Station / Department - Realign the Department - The realignment will
45 be accomplished using the shift / days off preference sheets.
46

1 **(D) Bids and Awards**

2
3 1. Positions posted on the automated bid system will list the bid area,
4 classification and station.

5
6 2. Realignments may take place any time a position is posted on the
7 automated bid system and may be prior to the arrival of the successful
8 bidder.

9
10 3. Employees awarded a position through an automated bid will be
11 assigned to a shift based on needs of service until the next rebid occurs.

12
13 Note: The employee must contact their new station / department for their
14 shift assignment. Employees will be permitted to select their days off within
15 the assigned shift within one week of their report date.

16
17 Example: Person / Department Action

18 Employee Retires from shift 1

19 Maint Admin Bids a job for station, bid area, mechanic. (note: shift
20 is not present)

21
22 City / Dept. Moves the most senior mechanic with a shift / days off
23 preference sheet on file, that has requested the shift
24 and those days off, to shift 1. (i.e. from shift 2)

25
26 City / Dept Moves the next most senior mechanic with a shift / days
27 off preference sheet on file, that has requested the shift
28 and those days off vacated by the employee above, to
29 shift 2. (i.e. from shift 3)

30
31 Maint Admin Awards the position with report date, to most senior
32 qualified system bidder.

33
34 Employee Contacts new station / department for shift assignment.

35
36 City / Dept Assigns mechanic to the shift needed.

37
38 Employee Bids preferred days off according their seniority based on
39 their assigned shift.

40
41 **(E)** Bid area as used in this Article shall mean, as example: Avionics
42 shop, Base Maintenance, Instrument shop, Line Maintenance, Sheet Metal
43 shop, etc. Work assignments in a bid area will be related to that bid area.

1 (F) Following the processing of a bid for which there are no qualified
2 bidders, as outlined in paragraph (A), the Company will consider employees in
3 lower classifications who have submitted a request in writing, with a copy to
4 the Union, for promotion to higher classifications. Letters of request are to be
5 mailed, via U.S. mail, to the Maintenance Administrator, PIT, with a copy to
6 the Local Chairman, PIT. Employees should submit along with all requests,
7 a resume outlining any education and work related experience they may
8 consider pertinent to the position for which they desire to be considered.
9 They should also list any licenses or certificates they have acquired which
10 are related to the position. Employees must accept a promotion they have
11 requested and are awarded.
12

13 An employee who has on file, with the Maintenance Administrator,
14 PIT, a request for promotion to a higher classification in a specific skill area or
15 specified bid area and/or station will not be considered for promotion to jobs
16 outside that specific skill area or specified bid area and/or station unless the
17 employee resubmits a request for promotion to the job which is posted.
18

19 Employees selected for consideration will be selected based on their
20 past work record, attitude and job performance; in addition to their ability to
21 meet the minimum qualifications. Where two (2) or more employees meet the
22 above standards and qualifications, seniority accumulated while working in
23 classifications covered by this Agreement will determine the successful
24 candidate. Employees bypassed on the basis of seniority will be notified in
25 writing of the reason(s) therefore. Employees selected for promotion to a
26 higher classification will be required to serve a ninety (90) work day
27 probationary period. In addition, any employee who is promoted to Mechanic
28 will be required to serve a ninety (90) work day probationary period each time
29 he is a successful bidder to a Mechanic's job in another department or shop.
30 Employees serving in these probationary periods will not be allowed to bid any
31 other jobs. Employees promoted will be given a minimum of thirty (30) work
32 days to prove they can perform the work to the satisfaction of the Company.
33

34 Employees who fail to pass the probationary period prescribed above
35 will be returned to their previous job and will not be permitted to bid or be
36 upgraded to the same position in any location for a period of six (6) months.
37 Employees covered under the provisions of this Article who obtain an A & P
38 or other appropriate license will not be subject to further probationary periods.
39 Employees may be moved within their bid area for the purposes of
40 evaluation during their 90-day probationary period but must return to their
41 original bid assignment at the end of their probationary period.
42

43 (G) In the event no qualified employees bid the vacancy, no qualified
44 furloughed employees are available or no qualified employees are available for
45 promotion, the Company may hire a new employee for the vacancy or shall
46 have the right to select filling such vacancy with any qualified employee at any
47 location willing to accept transfer at the Company's expense.
48

1 (H) Premium seniority within the respective classifications will be used in
2 the awarding of all premium jobs and next in line will be the senior employee
3 in the Basic Classification who has the minimum qualifications as set forth in
4 paragraph (I) of this Article except that Lead Mechanic positions where no
5 bidder possesses Lead seniority and Inspector positions where no bidder
6 possesses Inspector seniority, will be awarded through the Targeted Selection
7 process.
8

9 The senior bidder who has the qualifications required in paragraph (I)
10 shall be awarded the job. Employees bidding Premium Classification jobs
11 must hold seniority in the respective Basic Classification to be awarded the
12 position.
13

14 Employees in stability periods are not precluded from bidding to
15 Premium Classifications for seniority or for new jobs, if such jobs, by
16 classification, had not previously existed on a shift or in a shop, station or
17 department. Employees reduced or desiring consideration for promotion
18 working in the Lead Stock Clerk or Lead Utilityman classification will not be
19 precluded from such promotion or bidding into a higher classification for
20 which they do not hold seniority.
21

22 (I) The qualifications, which may be used in the filling of vacancies and
23 new jobs, are as follows:
24

25 **Inspector:** Valid A & P license or a
26 **- all Avionics bid areas** valid general radio telephone operator's
27 license and eighteen (18) months
28 experience in the Company's Avionics
29 shop.
30

31 **Inspector:** Valid A & P license or
32 **- Instrument shop** a valid radio general radio
33 telephone operator's license and eighteen
34 (18) months experience in the
35 Company's Instrument shop.
36

37 **Inspector:** Valid A & P license and one
38 **- NDT** (1) year aircraft mechanical
39 experience.
40

41 **Inspector (except):** Valid A & P license and two
42 **- Avionics shop** (2) years aircraft mechanical
43 **- Instrument shop** experience.
44 **- NDT**
45

1	Lead Mechanic:	Valid general radio
2	- Line	telephone operator's license
3	- Avionics bid	and eighteen (18) months
4	areas	experience as a Company Line
5		Avionics Mechanic.
6		
7	Lead Mechanic:	Valid general radio telephone
8	- Avionics shop	operator's license and eighteen (18)
9	- Calibration Lab	months experience in the Company's
10		Avionics Shop or Calibration Lab.
11		
12	Lead Mechanic:	Valid general radio telephone operator's
13	- Instrument shop	license and one (1) year experience in the
14		Company's Instrument shop.
15		
16	Lead Mechanic:	High school education or
17	- Ground Equipment	equivalent and eighteen (18)
18	Shop	months training in
19		automotive/aircraft mechanical
20		maintenance or one (1) year mechanical
21		experience on aircraft or automotive
22		equipment.
23		
24	Lead Mechanic:	Valid A & P license and
25	- Line Maintenance	one(1) year Company Line Maintenance
26		mechanical experience.
27		
28	Lead Mechanic:	One (1) year Company Machine
29	- Machine shop	shop experience.
30		
31		
32	Lead Mechanic:	Valid A & P license and one (1)
33	- Maintenance	year aircraft mechanical experience.
34	Check	
35		
36	Lead Mechanic:	High school education
37	- Plant	or equivalent and one (1)
38	Maintenance	year mechanical experience
39		on aircraft or automotive equipment or
40		one (1) year commercial plant
41		maintenance mechanical experience.
42		
43	Lead Mechanic:	One (1) year Company
44	- Plasma shop	Plasma shop experience.
45		

1	Lead Mechanic:	One (1) year Company
2	- Plating shop	Plating shop experience.
3		
4	Lead Mechanic:	Valid A or P license
5	- Tool room	and one (1) year aircraft
6		mechanical experience.
7	Lead Mechanic:	One (1) year Company
8	- Weld shop	Weld shop experience.
9		
10	Lead Mechanic:	Valid P license
11	- APU shop	and one (1) year aircraft
12	- Jet Repair	mechanical experience
13	Shop	in the Company's APU, Jet
14	Jet Assembly shop	Repair, Jet Assembly shops or
15	Test Cell	Test Cell.
16		
17	Lead Mechanic:	Valid A & P license and
18	- Electric shop	one (1) year aircraft mechanical
19	- Base Maintenance	experience.
20	- Hydraulic shop	
21	- Accessory Shop	
22		
23	Lead Mechanic:	Valid A license and one (1) year
24	- Composite/ Flight	experience in the Company
25	Control Shop	Composite Shop.
26		
27	Lead Mechanic:	Valid A license and one (1) year aircraft.
28	- Landing Gear/Flap	mechanical experience.
29	Components	
30	Shop	
31	- Power Plant Shop	
32	Metal shop	
33	- Seat shop	
34	- Sheet Metal shop	
35	- Slide shop	
36	- Trim shop	
37	- Wheel & Brake shop	
38		
39	Note: One year as an Inspector in a bid area will qualify as experience for	
40	the purposes of bidding a Lead Mechanic position in that bid area.	
41		
42	Mechanic:	Valid A or P license
43	- Electric shop	or one (1) year experience in the
44		repair/overhaul of electric/electronic
45		equipment.
46		

1	Mechanic:	Eighteen (18) months training in
2	-Ground Equipment	automotive/aircraft mechanical
3	shop	maintenance or one (1) year
4		mechanical experience on aircraft or
5		automotive equipment.
6		
7	Mechanic:	Valid General radio telephone
8	- Instrument shop	operator's license and one (1) year
9		experience in the repair/overhaul of
10		aircraft instruments or equivalent.
11		
12	Mechanic:	One (1) year mechanical experience
13	Plant Maintenance	on aircraft or automotive equipment
14		or one(1) year commercial plant
15		maintenance mechanical experience.
16		
17	Mechanic:	One (1) year experience in an
18	- Machine shop	accredited machine shop or a
19		certificate of completion from an
20		accredited vocational machine shop
21		course and must satisfactorily
22		demonstrate his qualifications by
23		successfully completing a test, mutually
24		agreed upon by the Company and Union,
25		prior to acceptance into the Machine
26		shop.
27		
28	Mechanic:	One (1) year experience
29	- Plasma shop	in aircraft mechanical maintenance or
30		eighteen (18) months training in aircraft
31		mechanical maintenance or one (1)year
32		experience in the Company's Machine or
33		Weld shop.
34		
35	Mechanic:	Valid P license or one(1) year
36	- Test Cell	aircraft mechanical experience in the
37		Company's APU Jet Assembly or Jet
38		Repair shops.
39		
40	Mechanic:	One (1) year experience
41	- Weld shop	in welding of type and equipment utilized
42		by the Company and must satisfactorily
43		demonstrate his qualifications by
44		successfully completing a test, mutually
45		agreed upon by the Company and Union,
46		prior to acceptance into the Weld shop.
47		

1	Mechanic:	Valid A & P license
2	- Line Maintenance	
3	- Maintenance	
4	Check	
5		
6	Mechanic:	Valid general radio telephone
7	- Avionics shop	operator's license and eighteen (18)
8	- Calibration Lab	months mechanical experience
9		in the repair and maintenance
10		of avionics equipment or
11		digital electronic components.
12		
13	Mechanic:	Valid general radio
14	- Line Avionics	telephone operator's license
15		and eighteen(18) months mechanical
16		experience in the repair and maintenance
17		of aircraft avionics systems,
18		Or a valid A& P License and a valid
19		general radio telephone operator's license
20		or in lieu of an A&P license, have the
21		experience necessary to obtain a
22		repairman's certificate.
23		
24	Mechanic:	Eighteen (18) months training in
25	- APU shop	aircraft mechanical maintenance
26	- Battery	or one (1) year experience in aircraft
27	shop	mechanical maintenance.
28	- Base	
29	Maintenance	
30	- Hydraulic shop	
31	- Jet Assembly shop	
32	- Jet Repair shop	
33	- Landing Gear/Flap Components shop	
34	- Lavatory shop	
35	- Oxygen shop	
36	- Placard shop	
37	- Power Plant Shop	
38	Metal shop	
39	- Seat shop	
40	- Sheet Metal shop	
41	- Slide shop	
42	- Tool room	
43	- Trim shop	
44	- Wheel & Brake	
45	shop- Accessory Shop	
46	- Composite /Flight Control Shop	
47	- all other shops not listed	
48		

1	Lead Interior Mechanic	Airframe License or Repairman
2		Certificate or satisfaction of eligibility
3		requirements for Repairman Certificate
4		and one (1) year Company experience.
5		
6	Interior Mechanic	Airframe License or Repairman
7		Certificate or satisfaction of eligibility
8		requirements for Repairman Certificate.
9		
10	Lead Stock Clerk	One (1) year Company Stock Clerk
11		experience.
12		
13	Stock Clerk	High school education or equivalent or
14		one (1) year experience in store room or
15		material handling and a valid medical
16		certificate.
17		
18	Stock Clerk/Stores	High school education or equivalent
19		or one (1) year experience in store room
20		or material handling and a valid medical
21		certificate per Department of
22		Transportation regulations.
23		

24 Aircraft mechanical experience under this Article includes all aircraft
25 related bid areas. The following bid areas: Avionics shop, Calibration Lab,
26 Ground Equipment shop, Instrument shop, Machine shop, Plant Maintenance,
27 Plasma shop, Plating shop and Weld shop are not aircraft mechanical
28 qualifying bid areas.

29
30 Failure to pass the proficiency test in the following shops: Machine
31 and Weld shall restrict an employee from bidding into the respective shop for
32 six (6) months.

33
34 Qualifications under this Agreement are to be determined by work
35 experience as indicated on the hiring application, military records or accredited
36 training or educational experience.

37
38 For purposes of this Article, one (1) year of experience is understood
39 to be the standard two thousand, eighty (2,080) work hour year and eighteen
40 (18) months of training is understood to be one thousand, six hundred twenty
41 (1,620) classroom hours unless otherwise specified.

42
43 **(J)** The Company may temporarily (i.e. thirty (30) work days or less)
44 upgrade a Mechanic to Inspector or Lead Mechanic on the basis of seniority on
45 the crew when one (1) of the following conditions exist:

1 1. Ratio is being maintained, but an Inspector, or Lead Mechanic is
2 absent and no overtime is being worked on the respective crew.

3
4 2. An Inspector is absent and no overtime is being worked by the
5 inspection crew or the crew consisting of Lead Mechanics and Mechanics.

6
7 3. For new jobs not expected to last more than thirty (30) work days.

8
9 4. For permanent vacancies in the Lead Inspector, Inspector or Lead
10 Mechanic classification (i.e., upgrading during the bidding period).

11
12 Stock Clerks and Utilitymen may be upgraded to Leads in their
13 classification under the same conditions as above.

14
15 Upgraded employees will receive a minimum of eight (8) hours pay
16 at the applicable rate for the higher classification. If the senior qualified
17 employee declines the job, the next senior qualified employee (and down the
18 roster) will be offered the job. It is understood that employees who are
19 upgraded will not work overtime in the higher classification if a permanent
20 Inspector or Lead Mechanic is available for overtime. Any employee working
21 a temporary job during the bidding period and who is the successful bidder
22 will accrue seniority from the date he started on the job.

23
24 In the event that all qualified employees refuse the upgrade, the
25 supervisor may lead, direct and assign those employees who are in excess of
26 the Lead to Basic Classification ratio. However, the supervisor's
27 involvement is limited to the foregoing and he is prohibited from
28 performing productive work.

29
30 **(K)** If the successful bidder for a job is located at a station other than the
31 station where the job is to be filled, the Company will furnish free space
32 available, Company business transportation for the employee and space
33 available transportation for his dependents, to the extent permitted by law,
34 from the point from which he is transferring to the location of the job.

35
36 All other expenses incident to a transfer shall be borne by the
37 employee unless the job fails to continue for six (6) months, in which case all
38 reasonable and normal moving expenses both to and from the location will be
39 borne by the Company. And if the job fails to continue for one (1) year, all
40 normal moving expenses will be borne by the Company to the next point on
41 the system where he becomes located.

1 (L) Seniority of the successful bidder shall begin on the day following the
2 closing of a bid provided, that in order to accrue seniority in a Premium
3 Classification, the employee must be able to accept such work assignment
4 within thirty (30) work days and must not voluntarily bid from such
5 classification during the first (1st) one hundred eighty (180) days after being
6 awarded the job.
7

8 The new rate of pay, if higher, shall begin on the date the employee
9 actually starts work in the new position, or on the twenty-fifth (25th) day after
10 the award of the bid, whichever occurs first.
11

12 An employee who will not be available to bid on a Premium
13 Classification for which he is qualified under this Article because of being on
14 an authorized absence will be considered for a Premium Classification award
15 provided he processes a bid via the Company automated system.
16

17 (M) No employee will be given a permanent transfer of domicile against
18 his wishes. The Company may assign employees to work for which they are
19 qualified to any shift with a start time within one hour of their scheduled
20 start time not to exceed a period of twelve (12) work days. The needs of the
21 service shall dictate when transfers shall be made, and no arbitrary transfers
22 shall be affected. For transfers in excess of one (1) full shift employees shall
23 receive written notice of the expected duration of the transfer.
24

25 (N) It is agreed that Company Policy is to offer employees hereunder an
26 opportunity to fill related supervisory vacancies when deemed practical and the
27 efficiency of operation is not handicapped. All employees desiring
28 consideration for supervisory positions may feel free to advise the management
29 of such desire for consideration in writing.
30

31 It is the Company's intent to continue to select on-the-job instructors
32 and shop Planners from employees covered by this Agreement. It is the
33 Company's further intent to offer vacancies in these positions to employees
34 with one (1) or more years seniority.
35

36 (O) If a Utility or Stock Clerk vacancy is not filled pursuant to Article
37 9, paragraph (B), Mechanics or Stock Clerks on furlough will be considered
38 for any such vacancies for which they have a request on file. Mechanics or
39 Stock Clerks awarded such vacancies will be paid the applicable Utility or
40 Stock Clerk rate while performing work in that classification, and will be
41 considered probationary in that classification for the first ninety (90) days.
42 Upon recall to the Mechanic or Stock Clerk classification, they shall
43 continue to accrue seniority in the Utility or Stock Clerk classification
44 whether or not they have completed probation in the lower classification.
45

ARTICLE 10.
LEAVES OF ABSENCE

1
2
3
4 (A) When the requirements of the service will permit, any employee
5 shall, upon proper application and approval of the Company, be granted a
6 leave of absence, in writing, for a period of not to exceed ninety (90) days.
7 Under such leaves, the employees shall retain and continue to accrue
8 seniority.
9

10 Requests for leaves of absence shall be submitted to the Company
11 in writing through the Local Committee, who shall recommend approval or
12 disapproval with reasons therefore. Should the Company and the Local
13 Committee disagree on the disposition of the request, they shall jointly
14 discuss the matter without delay, but final decision shall be the Company's
15 responsibility, if mutual agreement cannot be reached.
16

17 (B) Such leave or leaves may be extended for additional periods not to
18 exceed ninety (90) days when requested on an official leave of absence
19 form and such request is approved by both the Company and the Union in
20 writing.
21

22 (C) Employees accepting full time employment with the Union shall,
23 during such employment, be granted an indefinite leave of absence by the
24 Company. Such leave will not affect the seniority status of the employee.
25 The employee selected as System General Chairman shall have all
26 employee's benefits, continue in effect during his leave of absence.
27

28 (D) Any employee who has exhausted all sick leave, and continues to
29 be absent due to sickness or non-occupational injury in excess of thirty (30)
30 work days, must apply for a medical leave of absence on the standard leave
31 of absence form, and must present proper medical documentation detailing
32 reason(s), physical limitations, time limits, etc.
33

34 An employee granted an indefinite medical leave, which does not
35 detail time limits, shall at the end of the first one hundred twenty (120) day
36 period reconfirm his sickness or physical disability. If the sickness or
37 disability continues, the employee is required to reconfirm his medical
38 condition at the end of each one hundred twenty (120) day period.
39

40 Employees on sick leave, personal leave, education leave,
41 authorized Union business leave, medical leave of absence, or occupational
42 injury leave for more than ninety (90) work days will return to work in
43 accordance with the provisions of paragraph (E) of this Article.
44

45 An employee applying for an educational leave of absence must
46 specify the entire period of time he plans to remain on such leave in order to
47 obtain the desired education and, if the leave is granted, any return prior to
48

1 specified time requested shall be to a vacancy filled per Article 9, paragraph
2 (A). An employee granted an educational leave of absence shall continue to
3 accrue seniority during the first ninety (90) days of such leave. For
4 educational leaves in excess of ninety (90) days, the employee shall retain
5 but shall not accrue seniority.

6
7 An employee granted an educational leave of absence shall advise the
8 Company and the Union ten (10) days in advance of his intention to return.
9

10 **(E)** An employee returning from an authorized leave of absence, or
11 extension thereof, will be returned to the Bid Area and Shift held when the
12 leave was granted. If the job no longer exists, or has been filled by a more
13 senior employee, he shall exercise his seniority within his bid area by
14 bumping the junior employee in the bid area. In the event that a returning
15 employee causes another employee to be bumped, the junior employee on
16 the overage shift will be required to bump the junior employee in the bid
17 area.

18
19 **(F)** Any employee on personal, medical, or occupational leave of
20 absence, of more than seven (7) consecutive calendar days, engaging in
21 gainful employment not provided for in paragraph (C) of this Article
22 without written permission from the Company and the Union, or engaging
23 in activities which may bring discredit to the Company or its employees,
24 shall be deemed to have resigned and his name stricken from the seniority
25 roster.

26
27 **(G)** Employees will receive a maximum of ten (10) paid working days off
28 within a fourteen (14) calendar day period in a calendar year for reservist
29 training that will not count against the employee's vacation. The Company will
30 pay the employee the difference between his regular pay and the amount
31 received from the military. Employees will be required to provide the
32 Company with a copy of their reserve training orders and will be required to
33 submit to the Company proof of the amount of pay received from the military
34 within seven (7) days after the employee returns. This amount (excluding
35 expenses) will be deducted from the employee's next paycheck.

36
37 **(H)** Any employee elected or appointed to a full-time governmental
38 office (i.e., Federal, State, Local) will be granted a political leave of absence
39 not to exceed the term of office, or subsequent reelection or reappointment.
40 The application for a political leave must be made in writing to the
41 Company, with a copy to the Union. An employee granted a political leave
42 will retain and accrue classification seniority for the period of the leave,
43 however, no other Company benefits or privileges will be granted or
44 accrued, nor will time on political leave constitute continuous service for
45 pension plan benefits. Employees granted a political leave must give thirty
46 (30) days notice of intent to return.

1 **(I)** Employees not returning from any leave (except Military, Union or
2 Government) within three (3) years will be deemed to have resigned from
3 their position. Note: this provision does not apply to furloughs.
4

ARTICLE 11.
VACATION WITH PAY

(A) All employees hereunder who have been with the Company for one (1) year or more as of January 1, will be entitled to an annual vacation of one (1) week minimum with pay.

Vacation accrual for any employee who has more than twelve (12) months service will be one-twelfth (1/12) per month of appropriate vacation allotment.

In order to accrue vacation for the month, employees must be in an active pay status for ten (10) or more work days in a month if regularly scheduled to work five (5) days a week, or employees must be in an active pay status for eight (8) or more work days in a month if regularly scheduled to work four (4) days a week. Employees receiving Severance Allowance do not accrue vacation.

Vacation compensation will be based on the classification the employee occupies during his vacation period. Employees who have been with the Company less than twelve (12) months as of January 1, will be entitled to vacation in accordance with the following schedule:

<u>Complete Months of Service as of January</u>	<u>Hours Vacation</u>
1 Month	8 Hours
2 Months	8 Hours
3 Months	8 Hours
4 Months	16 Hours
5 Months	16 Hours
6 Months	16 Hours
7 Months	24 Hours
8 Months	24 Hours
9 Months	32 Hours
10 Months	32 Hours
11 Months	40 Hours
12 Months	40 Hours

(B) Vacation allowances are as follows:

<u>Completed Years of Service</u>	<u>Vacation Allowance in Work Hours</u>
1	80
5	120
12	160
25*	200 Effective 1/1/2011

1 *Effective 1/1/2011, employees will accrue vacation based on the
2 above scale for use in calendar year 2012.
3

4 It is understood that vacation accruals shall be due from January
5 1, after the employee completes required specified years of service period.
6

7 (C) Employees will be permitted to select their vacation in a shop,
8 station, or department in which they are employed in accordance with their
9 length of service under this Agreement. Where mutually agreed between the
10 Company and the Local Committee, vacations may be selected by other
11 than shift in a shop, station or department. The three (3) basic shifts will be
12 recognized for vacation selection purposes.
13

14 1. The Company will submit to the Union at each shop, function
15 and location by October 15th the vacation schedule for the succeeding year.
16 Employees may reserve up to one hundred twenty (120) hours of earned
17 vacation to be taken one (1) or more days at a time (DAT). Any changes to
18 the number of DAT's the employee had the previous year must be made by
19 midnight, November 1st. Employees who do not elect to change the number
20 of DAT's will have the same number of DAT's as in the previous year.
21 Employees will have up to December 1st to choose vacation periods, and
22 the Company shall post the vacation assignments as indicated from the
23 employee's preferences by December 20.
24

25 2. The Company will allow a minimum of one (1) employee off
26 for every forty (40) weeks accrued vacation in a job classification by shift.
27 For example: One (1) to forty (40) weeks, one (1) employee will be off;
28 forty-one (41) to eighty (80) weeks, two (2) employees will be off, etc.
29 (Leads will be included in their Basic Classification as follows: (1)
30 Inspector, (2) Lead Mechanic - Mechanic, (3) Lead Stock Clerk - Stock
31 Clerk, (4) Lead Utilityman - Utilityman). However, Leads will bid vacation
32 on a separate list when the total Lead vacation accrual on a basic shift
33 within a bid area is twenty (20) weeks or more. When Leads are bid on a
34 separate list all Lead vacation periods designated for DAT will be included
35 for purposes of establishing the allowable number of employees off under
36 the one (1) to forty (40) ratio. Where the Company elects to make additional
37 vacation weeks available above the one (1) to forty (40) ratio, such weeks
38 will be posted subject to the needs of service.
39

40 3. The first eighty (80) hours of vacation designated as DAT each
41 year will not be included, for the purpose of establishing the allowable
42 number of employees off, under the one (1) to forty (40) week ratio. It is
43 further agreed that a single list will be utilized for vacation bidding when
44 the total accrued weeks within the above job classifications in any shop,
45 function or location do not total forty (40) weeks.
46

1 4. The vacation selection ratio finalized on December 1, shall not
2 be revised unless an increased complement of employee vacation weeks
3 exceeds the remaining open vacation weeks for the year.
4

5 5. An employee may split vacation in periods of not less than one
6 (1) week consistent with vacation scheduling. This selection must be made
7 in between normal days off. Once the initial list has been finalized, an
8 employee may be permitted to take five (5) consecutive days of vacation
9 over the period of two (2) different workweeks, provided a written request
10 is submitted thirty (30) days prior to the vacation period and the vacation
11 ratio is maintained in both weeks.
12

13 6. Any employee wishing to use DAT vacation must provide the
14 Company with no less than five (5) days and no more than fourteen (14)
15 days written notice. The granting of DAT vacation will be made no more
16 than seven (7) days nor less than five (5) days before the day requested off.
17 The Company will grant DAT vacation and compensatory days off requests
18 up to the vacation ratio, as described in this Article. When more than one
19 (1) employee seeks DAT vacation, seniority under the Agreement will
20 govern. Once granted, senior employees will not be permitted to take DAT
21 days already awarded to a junior employee. If an employee gives less than
22 the required five (5) day notice and/or makes a request, which exceeds the
23 ratio, the Company may, at its sole option, grant the DAT vacation request.
24 (Also see Article 17, paragraph (M) 16.)
25

26 7. DAT days may be taken in half (1/2) day increments.
27

28 8. An employee will not be granted DAT vacation on a holiday,
29 regular day off (RDO), or during a bid vacation period.
30

31 9. If a Lead is granted DAT vacation, the Company may upgrade,
32 subject to the terms of the Agreement, a Mechanic (or other employees as
33 may be appropriate) to replace the Lead for the day vacation period.
34

35 10. Any DAT vacation which has not been used by the end of the
36 calendar year will be paid to the employee no later than the fourth (4th) pay
37 period of the following year.
38

39 **(D)** Vacation and compensatory time accrued through the last day of
40 work will be paid to any employee leaving the service of the Company
41 because of retirement, reduction in force, resignation, discharge, personal
42 leave, educational leave or for military service. Block vacation not used will
43 be forfeited. In case of the death of an employee, the amount due shall be
44 paid to his legal heir or representative.
45

1 (E) Regularly scheduled days off or recognized holidays at the
2 beginning or end of a vacation period will not be considered as part of the
3 vacation period, but if recognized holidays fall within an employee's
4 vacation period, the following options are available:
5

- 6 1. Receive holiday pay for holiday(s) and extend vacation
7 by applicable number of day(s), or
8
- 9 2. Receive no holiday pay for holiday(s), extend vacation
10 by applicable number of day(s) and bank applicable number of
11 compensatory day(s), or
12
- 13 3. Receive vacation pay on holiday(s), do not extend
14 vacation and bank applicable number of compensatory day(s).
15
- 16 4. Extensions will occur on the first regularly scheduled
17 work day(s) following the vacation period unless local
18 management approves granting the extension on the last regularly
19 scheduled work day(s) before the vacation period.
20
- 21 5. Extensions of vacation resulting from this provision will
22 not be counted toward the allowable number of employees off, as
23 described in this Article.
24

25 (F) Requests for vacation leave will be granted, so far as possible, on
26 the basis of seniority at the shop, function or location. However, senior
27 employees will not be permitted to take vacation leave already awarded to a
28 junior employee.
29

30 (G) Employees shall be given vacation pay prior to taking vacation if
31 requested, provided the employee makes application in writing to his
32 immediate supervisor at least two (2) weeks prior to starting vacation.
33

34 (H) The Company will make every effort, consistent with the needs of
35 the service, to allow employees required to move to a different shop,
36 station, or department as a result of a reduction in force, to take the vacation
37 period they had in their previous bid area.
38

39 The Company will permit employees moving to a different shift
40 within their bid area to take their previously bid vacation period to their new
41 shift.
42

43 Bid Vacation periods may not be cancelled unless another vacation
44 period can be simultaneously awarded. Employees who continue to be out
45 on sick and/or OJI Leaves who have accrued unused vacation will be placed
46 on vacation by the Company so that their vacation will be exhausted just
47 prior to the years end since unused block vacation can no longer be carried
48 over.

1 (I) Any employee on vacation will not have his job bid and will
2 remain status quo on the overtime list.
3

4 (J) Vacation week vacancies that become available, after the normal
5 bidding cycle is complete, as a result of bid awards, exercise of seniority,
6 leave of absence, or selection change shall be posted within the shop,
7 station, or department on the Wednesday immediately following such
8 change for a period of seven (7) calendar days. An employee entering a
9 shop, station, or department, who has not yet moved, may bid and be
10 awarded available vacation week vacancies provided the available vacation
11 week(s) begins on or after the report date of the new assignment. At the
12 close of such period the bid will be awarded to the successful senior bidder.
13 It is further understood that should the vacation ratio be exceeded for any
14 reason, the vacation period will not be posted or considered open.
15

16 (K) The last week in a year shall be treated as follows for vacation
17 scheduling. If the week (Sunday through Saturday) has a majority of days
18 within the current year, the entire week will be added to the current year for
19 vacation selection. If the week has a majority of dates during the following
20 year, the entire week will be available for vacation selection during the
21 following year.
22

23 (L) Employees are required to exhaust all paid leave, including
24 vacation available for use during the current year prior to being placed on
25 unpaid medical leave for non OJI approved FMLA and/or unpaid medical
26 leave. Employees may not use sick leave to supplement OJI but may use
27 vacation for FMLA OJI and may use vacation for non FMLA OJI.
28

1
2
3
4 **ARTICLE 12.**

5 **SICK LEAVE, PREMIUMS AND BONUSES**

6 (A) Employees with more than one (1) month service with the
7 Company will accrue eight (8) hours of sick leave credit for each month
8 (excluding the months of June and October) of continuous service up to a
9 maximum of one thousand, six hundred (1600) hours credit. After an
10 employee reaches ninety (90) days accumulated sick leave credit, he may
11 exchange fifteen (15) days sick leave for five (5) additional vacation days.
12 Beginning January 1, 1960, those employees who have traded sick leave for
13 additional vacation once cannot trade again, and those employees who trade
14 once after January 1, 1960, cannot trade again. It is understood and agreed
15 that the trading feature will eventually be eliminated and, therefore, shall
16 not apply to employees hired after January 31, 1959.

17 (B) Employees on sick leave shall receive their sick leave
18 compensation for the time accrued to their personal sick leave credit on the
19 regular established pay days. The first three (3) consecutive days of each
20 sick occurrence are paid at fifty percent (50%) of the employee's scheduled
21 hours and decremented at fifty percent (50%) from the employee's available
22 sick bank hours. Employees who have one hundred (100) or more days in
23 their sick bank on the date of the sick leave occurrence will be paid one
24 hundred percent (100%) and one hundred percent (100%) will be deducted
25 from their sick bank. Employees hospitalized overnight within the first three
26 (3) days will have applicable sick days paid at one hundred percent (100%)
27 and one hundred percent (100%) will be deducted from their sick bank.
28 Employees must be in an active pay status for ten (10) or more work days in
29 a month if regularly scheduled to work five (5) days a week, or employees
30 must be in an active pay status for eight (8) or more work days in a month if
31 regularly scheduled to work four (4) days a week in order to accrue sick
32 leave for the month. Employees receiving Severance Allowance do not
33 accrue sick leave.

34 (C) After an illness, the number of days paid will be charged against
35 the accumulated days and one (1) day credit for each succeeding month,
36 excluding the months of June and October, of continuous service shall again
37 be credited to the employee until the total credit again reaches one
38 thousand, six hundred (1600) hours. Sick leave usage within a pay period
39 will be reflected on the employee's pay stub.
40

41 The Company will provide a sick leave balance on employee pay
42 stubs. The seniority roster will show accumulated sick leave credits.
43

44 Employees who have more than one thousand, six hundred (1600)
45 hours in their sick bank as of September 29, 2008, will be grandfathered and
46 will not accrue sick leave until such time their sick leave bank drops below
47 one thousand, six hundred (1600) hours.
48

1 (D) It is the responsibility of the employee absent from work because
2 of illness to immediately report such absence and reasons therefore to his
3 immediate supervisor.
4

5 (E) The employees and the Union recognize their obligation of being
6 truthful and honest in preventing unnecessary absences or other abuses of
7 sick leave privileges. Employees may be required to present confirmation
8 of illness and the Company reserves the right to require, when in doubt of a
9 *bona fide* claim a physician's certificate to confirm such sick claim.
10 Employees who abuse sick leave privileges may be subject to disciplinary
11 action by the Company.
12

13 (F) A Relief Lead will be an employee who will be required to relieve
14 on a shift basis to cover for absences of Leads or Basic Classifications. A
15 Relief Lead will be assigned to a permanent shift when not relieving and
16 will not be assigned to any other shift without a five (5) day notice.
17

18 (G) Employees working the afternoon or night shift shall be paid shift
19 premium for all hours worked as follows:
20

<u>Starting Times</u>	<u>Shift Premium</u>
Afternoon – 0900 through 1959	\$.51
Midnight – 2000 through 0559	\$.58
Rotating/Relief	\$.61

26
27 An employee whose assignment is rotating to cover for shift relief
28 or days off will be paid a premium for all hours worked during the week. A
29 Relief Lead will be an employee who will be required to relieve on a shift
30 basis to cover for absences of Leads or Basic Classifications. A Relief Lead
31 will be assigned to a permanent shift when not relieving and will not be
32 assigned to any other shift without a five (5) day notice.
33

34 No employee shall be required to work more than two (2)
35 different shifts during a rotating or relief assignment.
36

37 (H) Inspectors, Lead Mechanics, (except for Plant Maintenance, GSE,
38 and Interior Mechanic bid area), Line Mechanics, Maintenance Control
39 Technicians, Base, Base Shop, Final Engine Assembly and Senior Line
40 Maintenance Planners who hold and thereafter continue to hold any of the
41 following licenses shall be paid as follows:
42

- 43 1. One dollar fifty cents (\$1.50) per hour for each license (A&P
44 only). Effective the first day of the first pay period following
45 January 1, 2010, license pay will be increased to one dollar
46 seventy-five cents (\$1.75) for each license. Employees will be paid
47 a maximum of two (2) licenses.
48

1 2. Employees with previous Company Senior Line Maintenance
2 Planning experience will be considered as meeting the preferred
3 qualification for Senior Line Maintenance Planner .
4

5 Valid FAA Mechanic Certificate with an Airframe or Power plant
6 rating -- each rating considered as one (1) license.
7

8 FCC General Radio license will be considered two (2) licenses.
9 Pay for FCC only applies to mechanics working in a line avionics
10 function.
11

12 Should there be any change by the Government during the life of
13 this Agreement in F.A.A. license requirements, or should the Government
14 require further licenses from employees, all employees affected shall be
15 given at least six (6) months from the effective date of change to obtain
16 such licenses without change in status or pay.
17

18 (I) Employees are required to exhaust all paid leave, including
19 vacation available for use during the current year prior to being placed on
20 unpaid leave for non OJI approved FMLA and/or unpaid medical leave.
21 Employees may not use sick leave to supplement OJI but may use vacation
22 for FMLA OJI and may use vacation for non FMLA OJI.
23

ARTICLE 13.
TRANSPORTATION

1
2
3
4 (A) Employees and their immediate family will be granted the same
5 transportation privileges on the Company's system as may be established by
6 Company regulations for all personnel.

7
8 (B) The Company will provide Space Positive Travel to Company
9 employees and retirees on permanent full-time Union business as follows:

10
11 The Company will authorize reasonable space positive travel (on a
12 self-book basis) for up to five (5) union officials, providing that:

13
14 Such officials are employees or retirees of the Company,

15
16 Are on full time Union Leave, and

17
18 Where the majority of their Union duties are related to the
19 Company.

20
21 Such Space Positive travel is only authorized where the purpose of
22 the travel is all or substantially all related the Company. Space Positive
23 travel is not authorized for commuting, or any Union business including but
24 not limited to training and union conventions. Officials authorized Space
25 Positive travel will be required to complete a monthly summary (no later
26 than ten (10) days from the close of the previous business month) detailing
27 all Space Positive travel in the applicable month.

28
29 (C) Employees laid off and not having sufficient seniority to entitle
30 them to a job at some other point on the system, and who desire to seek
31 employment elsewhere will, upon application within one hundred twenty
32 (120) days from the date of their lay-off be granted one (1) free space
33 available pass on the Company's system.

34
35 Employees involuntarily furloughed on or after September 1, 2001,
36 will receive on-line non-revenue travel privileges for themselves and
37 eligible family members while on furlough for a period not to exceed three
38 (3) years following their last day of active service.

39
40 (D) Free and reduced rate on-line transportation will be provided in
41 accordance with Company Policy.

42

ARTICLE 14.
GRIEVANCE PROCEDURE

1
2
3
4 (A) The representation for the effective handling of grievances and
5 disputes between the parties under this Agreement shall be:

6
7 1. The Union will be represented by a properly designated
8 committeeman in each department or point on the system.

9
10 2. The Union will be further represented at each point where
11 Local Lodges exist by a Local Committee consisting of three (3) members
12 elected by the Local membership; one of whom will be known as the Local
13 Chairman. This Committee will deal with officials of the Company
14 together with, or through the General Chairman, Assistant General
15 Chairman, or other accredited representatives of the Union. The Local
16 Chairman and one (1) committeeman at the Pittsburgh Maintenance Base
17 will devote one hundred percent (100%) of their time to authorized Union
18 business and shall be compensated at rates of pay applicable to their
19 classification by the Company. Committeemen shall be allowed whatever
20 time is required for authorized Union business during working hours,
21 consistent with the needs of the service and shall be compensated for such
22 time at their straight time rate. "Authorized Union business" is that relating
23 to the investigation of grievances, disputes, disciplinary action hearings, and
24 grievance meetings with officials of the Company. In the conduct of such
25 authorized Union business, the committeemen shall notify their supervisor
26 of their desire to leave their work place, the reason therefore, and shall
27 notify their supervisor of their return. When it is necessary for
28 committeemen to enter a department other than their own, they shall report
29 immediately to the supervisor of that department stating the nature of their
30 business.

31
32 3. The Company will be represented by an authorized
33 representative at each point, who will be empowered to settle all local
34 grievances not involving changes in Company Policy or the intent and
35 purpose of this Agreement.

36
37 4. The Union and Company will, at all times, keep the other
38 party advised through written notice of any change in authorized
39 representatives.

40
41 5. The General Chairman, Assistant General Chairman, or
42 other accredited representatives of the Union shall be permitted at anytime
43 to enter shops or facilities of the Company for the purpose of investigating
44 grievances and disputes after contacting the Company representatives in
45 charge and advising the purpose of their visit.

1 (B) For the presentation and adjustment of disputes or grievances that may
2 arise, the procedure will be as follows:
3

4 1. Any employee or group of employees who believe that they
5 have been unjustly dealt with or that any provisions of this Agreement have
6 not been properly applied or interpreted, may present his/their complaint or
7 grievance to the steward of the Union who in turn will discuss the matter
8 with the employee's immediate supervisor within five (5) days for a verbal
9 discussion to endeavor to arrive at a satisfactory adjustment of same within
10 twenty-four (24) hours after discussion with the Union steward.
11

12 2. If the employee is not satisfied with the decision of the
13 employee's immediate supervisor, then the matter must be reduced to
14 writing on a standard grievance form and given to his immediate supervisor
15 who must state in writing his First (1st) Step verbal decision and return this
16 form to the steward within five (5) days from the date of the First (1st) Step
17 verbal decision. The steward then must forward this grievance form to the
18 Local Grievance Committee.
19

20 3. If no satisfactory adjustment is reached in the previous Step,
21 it may be appealed with or through the Local Grievance Committee within
22 ten (10) days to the Department Head designated by the Company, who
23 shall evaluate the grievance or complaint and render his decision in writing
24 in the space provided for it on the standard official grievance form as soon
25 as possible, but not later than ten (10) days following receipt of such appeal.
26 The Department Head or his designee shall establish meeting dates each
27 month consistent with the volume of grievances at his level to assure timely
28 resolution or disposition of such grievances.
29

30 4. If no satisfactory adjustment is reached in the previous Step,
31 it may be appealed with or through the General Chairman or his designee
32 within ten (10) days to the official designated by the Company, who shall
33 fully investigate all the facts in the case and shall render a decision in
34 writing in the space provided for it on the standard official grievance form
35 as soon as possible, but not later than fifteen (15) days following receipt of
36 the appeal. The Vice President Labor Relations or his designee shall
37 schedule meetings consistent with the availability of the Assistant General
38 Chairman on a frequency that will assure timely resolution or disposition of
39 the grievances at this level.
40

41 5. Failure of the Company to answer grievances properly
42 referred to the Second (2nd) and Third (3rd) Steps of the grievance
43 procedure will automatically move such grievances to the next level of the
44 grievance procedure. Failure of the employee or his Union representatives
45 to comply with any of the above time limits will withdraw any such
46 grievances from further consideration.
47

1 6. If no satisfactory adjustment is reached in the previous Step,
2 the grievance and the decision thereon may be appealed to the System
3 Board of Adjustment/Arbitration, as set forth in this Agreement, provided,
4 however, said appeal must be submitted within thirty (30) days from receipt
5 of the decision of the designated official or the grievance will be considered
6 to have been withdrawn by the Union. Grievances appealed to the System
7 Board of Adjustment/Arbitration will be discussed at a Review Board prior
8 to the Arbitration. The Review Board will consist of four (4) members: the
9 Director Labor Relations - Ground, one (1) Management designee, a
10 District 142 General Chairman, and one (1) Union designee. The Review
11 Board will meet quarterly or sooner if mutually agreed between the parties,
12 at the Corporate offices of the Company, to discuss those grievances, which
13 have been appealed to Arbitration through the grievance process. An
14 employee who has been discharged may be present at the Review Board
15 meeting involving his grievance.

16
17 **(C)** No employee who has been in the service of the Company for
18 more than ninety (90) work days will be disciplined to the extent of loss of
19 pay or discharge without being advised in writing of the charge(s) preferred
20 against him leading to such action. Such notice shall be presented to the
21 employee not later than five (5) days from the time of the incident upon
22 which such charge(s) is based, with a copy to the Local Committee and
23 General Chairman.

24
25 **(D)** Any employee suspended or discharged from the service shall be
26 granted a special hearing, providing a request is made therefore in writing to
27 the proper Vice President of Maintenance, with a copy to the Local
28 Committee within five (5) days of the suspension or discharge. The
29 requested hearing will be held within five (5) days of receipt of such
30 request. Within five (5) days after the close of such investigation or hearing,
31 the Company shall render its decision in writing, and shall furnish the
32 employee and his accredited Union representative a copy thereof. If the
33 decision reached as a result of the hearing is not satisfactory to the Local
34 Committee, the case may then be processed in accordance with the regular
35 grievance procedure, beginning with Step Three (3). Notice of intent to
36 process under Step Three (3) will then be given within fifteen (15) days of
37 the decision reached under this provision.

38
39 **(E)** In case it is found the suspension or discharge is unjust, the
40 employee will be reinstated with full seniority, paid for time lost and
41 records corrected.

42
43 **(F)** All hearings and investigations will be conducted during regular
44 day shift working hours, and Committee members and necessary employee
45 witnesses shall receive only straight time rate while handling grievances or
46 attending investigations.

1 **(G)** No employee selected as a committeeman or officer of the Union
2 will be discriminated against for lawful activity on behalf of the Union.
3

4 **(H)** In cases where it is necessary that an employee be warned due to
5 the caliber of his work and/or the general performance of his duties, such
6 warning will be made to the employee in writing with a copy to the Local
7 Chairman within five (5) days of the infraction, or in minor cases verbally
8 in the presence of the department committeeman, and the employee will be
9 given a reasonable length of time to correct the matter.
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ARTICLE 15.

SYSTEM BOARD OF ADJUSTMENT/ARBITRATION

(A) In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment/Arbitration (“System Board”) for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedure for settling disputes as set forth under Article 14. However, by mutual agreement, any cases properly referable to the System Board may be submitted to it in the first instance.

(B) The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union and one (1) selected for each dispute from a panel of ten (10) Arbitrators established by mutual agreement between the Union and the Company. After a panel member has served for a period of two (2) years, either party may request that such member be removed from the panel. However, a member of the panel may be removed during the term of this Agreement by mutual agreement between the parties. When a change is made, the parties will select the new panel member(s) by the same method used to select the original panel members.

(C) The System Board will meet where the main operating bases of US Airways are maintained, unless otherwise mutually agreed between the parties.

(D) The System Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any of its amendments.

(E) The Board shall consider any dispute within the System Board's jurisdiction submitted to it by the Union's District 142 General Chairman or by the Company's Chief Operating Officer or his authorized representative, when such dispute has not been previously settled in accordance with the terms of this Agreement.

(F) All disputes properly referred to the Board for consideration shall be addressed to the Board Members.

1 Each case submitted shall show:
2

- 3 1. Question or questions at issue;
- 4
- 5 2. Statement of facts;
- 6
- 7 3. Position of employee or employees;
- 8
- 9 4. Position of Company.

10
11 When possible, joint submissions will be made, but if the parties
12 are unable to agree upon a joint submission, then either party may submit
13 the dispute and its position to the Board. No matter shall be considered by
14 the Board, which has not first been handled in accordance with the appeal
15 provisions of this Agreement, including the rendering of a decision thereon
16 by the President of the Company or his duly designated representatives.

17
18 **(G)** Upon receipt of notice of the submission of a dispute, the parties
19 shall agree on a date for the hearing, or if at least two (2) members of the
20 Board consider the matter of sufficient urgency and importance then at such
21 earlier date and at such place as the parties shall agree upon, but not more
22 than fifteen (15) days after such request for meeting is made.

23
24 **(H)** An employee covered by this Agreement may be represented at
25 System Board hearings by a person(s) designated by him and the Company
26 may be represented by a person(s) designated by it. Evidence may be
27 presented both orally and in writing. Individual members of the System
28 Board may, summon any witnesses who are employed by the Company and
29 who may be deemed necessary by the parties to the dispute.

30
31 **(I)** The decision of the System Board shall be rendered within thirty
32 (30) days after the close of the hearing. A majority vote of the members of
33 the System Board shall be necessary to make a decision. The decisions will
34 be final and binding upon the Company, the Union and the grievant(s).

35
36 **(J)** The time limits specified in this Article may be extended by
37 mutual agreement between the parties to this Agreement.

38
39 **(K)** Nothing contained in this Article will be construed to limit,
40 restrict, or abridge the rights or privileges accorded either to the employees,
41 the Company, or their duly accredited representatives under the provisions
42 of the Railway Labor Act, as amended.

43
44 **(L)** The System Board shall maintain a complete record of all matters
45 submitted to it for consideration, and of all findings and decisions made by
46 it.
47

1 (M) Each of the parties will assume the compensation, travel expense
2 and other expenses of the System Board members selected by them.
3

4 (N) Each of the parties will assume the compensation, travel expense
5 and other expenses of the witnesses called or summoned by them. A witness
6 who is an employee of the Company shall receive free round trip
7 transportation over the Company system, so far as space is available from
8 the point of duty or assignment to the point at which he must appear as a
9 witness, to the extent permitted by law.
10

11 (O) The designated Company member and Union members, acting
12 jointly, shall have the authority to incur such other expenses as, in their
13 judgment, may be deemed necessary for the proper conduct of the business
14 of the System Board, and such expenses shall be borne one-half (1/2) by
15 each of the parties. Company and Union members will be granted necessary
16 leaves of absence for the performance of their duties as System Board
17 members. Board members shall be furnished free round trip transportation
18 over the Company system so far as space is available for the purpose of
19 attending meetings of the System Board, to the extent permitted by law.
20

21 (P) A System Board member shall be free to discharge his duty in his
22 capacity as a System Board member in an independent manner without fear
23 that his individual relations with the Company or with the Union may be
24 affected in any manner by any action taken by him in good faith.
25

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4 **ARTICLE 16.**
5 **SAFETY AND HEALTH**
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17 (A) The Company hereby agrees to maintain safe, sanitary and
18 healthful conditions in all facilities and to maintain at all times a registered
19 first aid station to take care of its employees in case of accident or illness.
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46
The Company agrees to furnish good drinking water and sanitary
fountains will be provided. The floors of the toilets and washrooms 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. Shops and washrooms
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 as soon as possible.

(B) The Company, Union and employees will cooperate towards a
prevention of work related accidents and the furtherance of an aggressive
safety program.

A Safety Committee will be established at each location where
employees are based. Such Committee shall be comprised of an equal
number of Company and Union representatives (from one (1) to three (3))
as designated by the parties. 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.

At Pittsburgh, a Union Safety Committee comprised of three (3)
members shall be established to investigate and handle safety complaints,
which are not properly resolved or cannot be resolved by the Union Safety
person and the management from the shop or department where the
condition exists. Reasonable time without loss of pay will be allowed Union
members of the local Safety Committee at PIT and other locations to
investigate and handle safety complaints related to their location. Union
Safety Committee members will receive authorization from their immediate
supervisors for necessary time to handle such matters and will return to
their work places promptly following conclusion of safety related activities.

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.

1 The Safety Committee may monitor the Company's application
2 and compliance with State, Municipal and Federal safety and sanitary
3 regulations. The Safety Committee may also make recommendations for the
4 maintenance of appropriate safety and sanitary standards.
5

6 Both the Union and the Company shall encourage employees to
7 utilize the Safety Committee for all unresolved safety related matters.
8

9 Both the Union and the Company shall cooperate in seeking
10 resolutions to help reduce the accident frequency and severity rates.
11

12 **(C)** Proper and modern safety devices shall be provided for all
13 employees working on hazardous or unsanitary work, such devices to be
14 furnished by the Company. Employees will not be required to use unsafe
15 tools or equipment. However, employees will be expected to report unsafe
16 tools or equipment to the foreman before refusing to use such defective
17 tools or equipment. The Company will furnish protective apparel,
18 equipment and devices to all employees required to work with acids or
19 chemicals that are injurious to clothing or employees.
20

21 **(D)** Employees injured while at work shall be given medical attention
22 at the earliest possible moment, and employees shall be permitted to return
23 to work without signing any release of liability pending the disposition of
24 settlement of any claims for damage or compensation. Such injured
25 employees who are able to work will be allowed to obtain medical attention
26 without loss of time. It is the responsibility of the injured employee to
27 report an injury to his immediate supervisor during the work period in
28 which the injury occurred, if physically possible.
29

30 **(E)** The Company will provide noise abatement ear muffs to
31 employees who work in areas where they are required. Each employee who
32 desires noise abatement ear muffs must request same in writing.
33

34 The Company will provide employees in the Machine shop, Sheet
35 Metal shop, Wheel and Brake shop, and Weld shop with both prescription
36 and non-prescription safety glasses for use at work. Employees provided
37 prescription glasses must provide their own prescription. One (1) pair of
38 prescription glasses will be provided each three (3) year period unless
39 damaged in the performance of their duties or due to a prescription change.
40 Employees in bid areas not mentioned above may purchase safety glasses at
41 a one price cost of sixteen dollars and fifty cents (\$16.50), provided the
42 employee provides his own prescription.
43

1 (F) Employees covered by this Agreement shall not be required to
2 work on aircraft or ground equipment outside of hangars during inclement
3 weather when hangar space is available to the Company. This clause shall
4 not apply to work on aircraft or ground equipment for immediate service or
5 on such equipment (e.g., jet-way) that cannot be easily brought to a hangar.
6 Suitable rain suits or protective outer garments shall be kept available at all
7 shops or points by the Company.
8

ARTICLE 17.
GENERAL AND MISCELLANEOUS

1
2
3
4 (A) The Company agrees that there shall be no established maximum age
5 limit in the hiring of employees.

6
7 (B) Service records shall be maintained for all employees by the
8 Company and upon resignation or discharge from the service the employee,
9 upon request, will be furnished with a copy of same. In discharge cases, the
10 employee and his Union representative will have access to the personnel
11 records applicable to the case prior to the holding of any investigation.

12
13 Any disciplinary letters issued to employees covered by this
14 Agreement shall not remain in their personnel record for a period of more than
15 one (1) year.

16
17 (C) When new equipment or technology is put into service by the
18 Company, employees shall be given the opportunity to be trained, by
19 particular classification, on the new equipment or technology whenever that
20 equipment is maintained or repaired by the Company or the technology is
21 utilized in the maintenance or repair of such equipment by the Company. The
22 Company will make every effort to train sufficient numbers of employees to
23 accomplish this. The Company may utilize those employees trained and
24 qualified based on the needs of the service.

25
26 (D) The Company may establish the conditions under which uniforms are
27 to be worn. New hire employees or employees transferring into the bargaining
28 unit shall be required to purchase their own initial uniform. The initial set of
29 uniforms shall consist of one (1) jacket (with removable liner) and shirts, T-
30 shirts, shorts and trousers such that the employee has a set of clothing for each
31 day he is assigned to work in a week. The employee may choose a coverall or
32 jumpsuit in lieu of the shirt and trousers/shorts.

33
34 Employees hereunder who work outside shall be furnished foul
35 weather gear (parkas or winter weight coveralls) at no cost to the employee.

36
37 Employees are responsible for keeping their uniforms clean and in
38 good repair.

39
40 The Company shall replace uniform items (with the exception of
41 rainsuits, jackets or parkas) as necessary on an annual basis. The Company will
42 replace rainsuits, jackets or parkas as necessary every two years. The Company
43 may, in its sole discretion, replace damaged uniform items more frequently.
44 The Company shall not be responsible for replacing uniforms damaged by
45 negligence or misuse by the employee.

1 Employees must return to the Company uniform items purchased by the
2 Company upon separation of employment or transfer out of the bargaining
3 unit. Parkas must be returned if an employee is reassigned to a work location
4 no longer requiring their use.
5

6 Union service pins may be worn with or on the uniform. Caps,
7 including those with the Union logo, may be worn with the uniform in non-
8 public areas, except that caps issued by the Company as part of the uniform
9 may be worn in public areas. Caps shall be in good taste and not of a
10 derogatory nature.
11

12 The Company shall maintain disposable coveralls and cold weather
13 parkas for check out and use by employees.
14

15 Employees shall not use uniforms for personal wear.
16

17 **(E)** A place shall be provided inside of each Company hangar marked
18 "International Association of Machinists" where Union notices of interest to
19 the employees may be posted. However, no political circulars, propaganda or
20 advertisements will be placed on these bulletin boards. The Company will not
21 oppose the Union's posting of any bulletins offering benefits provided by
22 any insurance company sanctioned by the Union on IAM bulletin boards
23 that the Company does not offer under the current benefits for employees
24 covered under this agreement. (excluding the current LTD Plan offered
25 through the Company by NGP)
26

27 **(F)** The Company shall provide each employee covered by this
28 Agreement with a copy of the Agreement printed in an adequately bound
29 booklet.
30

31 **(G)** An employee who is called for jury service will be excused from
32 work for the days on which he is required to serve and will receive for each
33 day of jury service on which he would have been regularly scheduled to work,
34 the difference between his regular hourly earnings and the actual payment
35 received for jury service. Employees must present proof of jury service and the
36 amount of pay received therefore. When an employee is called for such
37 service, he will be transferred to the day shift with Saturday and Sunday as his
38 regular days off. With the completion of his jury service, said employee will
39 return to his former shift and days off.
40

41 **(H)** Upon providing proper documentation, employees shall be allowed
42 three (3) work days off without loss of pay if they suffer a death in their
43 immediate family. Employees on occupational injury while on bereavement
44 leave will not be entitled to additional days off upon their return from leave.
45 Immediate family for the purposes of this paragraph shall include: father or
46 step-father (one (1) only), mother or step-mother (one (1) only), spouse, child,
47 brother, sister, grandparents of the employee, father-in-law, mother-in-law, or

1 any legal dependent residing in the employee's household.

2
3 **(I)** Wherever Company Policy is referred to in this Agreement, it is
4 understood that the Policy in effect on the date of signing of this Agreement
5 shall continue unchanged unless changed by the Government or mutually
6 agreed to by the Company and the International Association of Machinists and
7 Aerospace Workers.

8
9 **(J)** Employees shall be selected for training based on the needs of
10 service. Mechanical and Related employees may conduct On the Job Training
11 (OJT) and related training on or off their normally scheduled shift.

12
13 Each specialized or manufacturer's training which is at least five (5) work
14 days, will require a stability period of nine (9) months. Each specialized or
15 manufacture's training of more than ten (10) work days will require a stability
16 period of twelve (12) months. However, the maximum combined stability
17 period cannot exceed eighteen (18) months for each bid award. Recurrent or
18 familiarization training will not be considered as specialized training. During
19 stability periods required due to specialized or manufacturer's training, an
20 employee will only be permitted to bid for:

- 21
22 1. Different shifts and/or stations within the bid area and
23 classification in which he was trained; or
- 24
25 2. Premium positions to establish seniority; or
- 26
27 3. A new job, if that job had not previously existed in that
28 classification on a shift or in a shop, station or department; or
- 29
30 4. A different bid area where the specialized or manufacturer's
31 training is provided to employees.

32
33 Stability periods will run concurrently with any Article 9 stability
34 period. The trained employee may be required to provide on the job training
35 to other employees.

36
37 Stability periods will begin the day the employee begins specialized
38 or manufacture's training.

39
40 **NOTE:** See "Letter of Agreement" on Airbus Aircraft on page
41 114 and/or 127.

1 Regular Work Day (Pre or Post-shift)
2

3 Training sessions may be scheduled pre-or post-shift for a
4 minimum of one (1) hour up to a maximum of three and one-half (3 1/2)
5 hours at time and one-half (1 1/2x) rate of pay and will not include any meal
6 period.
7

8 Sixth and Seventh Day
9

10 Length of Training Sessions:

11
12 1. Four (4) hours minimum at time and one-half (1 1/2x) on sixth
13 (6th) day.
14

15 2. Four (4) hours minimum at time and one-half (1 1/2x) on seventh
16 (7th) day.
17

18 Employees who are assigned to an eight (8) hour scheduled training
19 program may, in addition to classroom instructions, be assigned to productive
20 work in connection with the training program.
21

22 **(K)** Metric tools that are deemed a requirement by the Company will be
23 re-purchased at the option of the employee should he leave the employ of the
24 Company, or the tools are no longer required, for a period of five (5) years
25 from the date of purchase. The Company is only obligated to the extent of the
26 prescribed requirement and when such tools were purchased through or from
27 the Company.
28

29 **(L)** The Company will provide parking for employees at their work
30 location and pay monthly parking fees as assessed by the appropriate authority.
31 This provision will not apply to replacement charges to employees for parking
32 decals, stickers, gate keys, or similar items.
33

34 **(M)** Shift Swaps
35

36 An employee may authorize another qualified employee within the
37 same bid area and classification to work his scheduled work day/shift in
38 accordance with the following provisions:
39

40 1. The request must be in writing to the authorizing employee's
41 immediate supervisor using the appropriate form and signed by both
42 employees involved.
43

44 2. The request must be submitted not less than five (5)
45 working days prior to the day/shift to be worked.
46

1 3. Employees are personally responsible for work on the day/shift
2 involved and will be considered normally assigned for all purposes.
3

4 4. An employee who fails to report or is tardy on the day/shift
5 involved for any reason, other than sickness supplemented by a physician's
6 statement, may be restricted from utilizing these provisions for one hundred
7 eighty (180) days from the date of the absence or tardiness.
8

9 5. Employees working in probationary periods are not eligible to
10 participate under these provisions.
11

12 6. No overtime payment or premium payment will be paid to an
13 employee as a result of working another employee's day/shift under these
14 provisions.
15

16 7. No request under these provisions shall be honored in
17 jurisdictions in which the laws or regulations either preclude such as a result of
18 hours restrictions or require the compensation of such day/shift at overtime
19 rates. This paragraph shall immediately apply in any jurisdiction, which may
20 hereafter impose such restrictions or require such payment.
21

22 8. An employee who has agreed to work for another employee
23 under these provisions is obligated to work the day/shift as agreed and may not
24 exchange this obligation with any other employee.
25

26 9. Only the employee authorizing another to work his day/shift will
27 be charged for the authorization. A minimum of twenty-six (26) such
28 authorizations per calendar quarter will be permitted by an employee .
29

30 10. Employees participating under these provisions will be eligible
31 for overtime on the shift preceding and following the swap, but not on his
32 regular shift (i.e., the shift he swapped off) and will be paid and charged at the
33 time and one-half (1 1/2x) rate of pay. These employees will not be eligible
34 for paid rest and will be responsible for disqualifying themselves from any
35 overtime that would result in paid rest.
36

37 11. Employees may work a maximum of sixteen (16) consecutive
38 hours (excluding unpaid meal periods) during a twenty-four (24) hour period
39 as a result of shift swaps. Employees will not be permitted to work double
40 shifts on any consecutive days as a result of shift swaps.
41

42 Where employees swap and there is a duty free period of at least
43 fourteen (14) hours between the end of one duty period and the start of a new
44 duty period, such swaps will not be considered as consecutive days for
45 application of this provision.
46

1 12. Employees who have a swap scheduled within twenty-four
2 (24) hours of a field service trip are ineligible for that field service trip. If an
3 employee is on a field service trip and it becomes evident that the field
4 service trip will extend into a scheduled swap, the employee will notify
5 management and the employee will be paid at the straight time rate of pay
6 during the swap period. No overtime payment or paid rest will be paid as a
7 result of working the swap.
8

9 13. Receipt of a PE-1 for violation of the swap provisions will not
10 disqualify the employee from eligibility for upgrades.
11

12 14. Employees are personally responsible to remain in compliance
13 with Federal Air Regulations at all times relative to personal duty time
14 regulations.
15

16 15. If an employee agrees to work a double shift as a result of a swap
17 and later calls in sick, he will be charged with sick leave) for both shifts
18 missed. The employee returning from sick leave must also provide a doctor's
19 slip upon return to work or swap privileges will be suspended.
20

21 16. If an employee is denied a requested DAT/comp day due to
22 needs of service, and subsequently arranges for another employee to work in
23 his place, the employee shall be paid for the day at his appropriate straight time
24 rate and a DAT/comp day will be deducted. This DAT/comp swap shall not
25 count as a swap for purposes of the limitations in this provision.
26

27 **(N)** It is the Company's intent to continue the cooperative relationship
28 between the Company's Employee Assistance Services (EAS) and the District
29 142 Employee Assistance Program (EAP).
30

31 **(O)** Employees who are involuntarily changed from Monday/Sunday to
32 another set of days off will be transitioned to Monday/Tuesday off for one
33 week and then to new days off the following week to insure affected
34 employees receive two (2) days off each week. This provision does not apply
35 to employees who voluntarily bid a position.
36

37 **(P)** This Agreement may not be amended or supplemented except by a
38 written Letter of Agreement signed by both the Vice President of Labor
39 Relations or his designee on behalf of the Company and a General Chairman
40 or his designee on behalf of the IAM.
41

42 **(Q)** The Company shall modify its policy regarding drug testing to
43 provide that the first confirmed positive drug test will not automatically result
44 in termination.
45

1 **(R)** A Labor Advisory Committee will be established consisting of one
2 designee from ALPA, AFA, IAM, CWA, TWU and non-contract
3 employees for the purpose of addressing issues of common interest among
4 all employees at US Airways.
5

6 **(S)** The parties agree to meet to discuss modifications to IAM's collective
7 bargaining Agreement to allow IAM represented employees to "buy-back"
8 wage concessions in exchange for productivity.
9

10 In addition, a standing committee of Union and Management
11 Members will be established no later than January 1, 2003 with the
12 responsibility of exploring and implementing measures to achieve cost savings
13 by insourcing of work, improving the efficiency of operations and/or by any
14 other methods that create cost savings for US Airways.
15

ARTICLE 18
WAGE RATES

1
2
3
4 (A) The minimum hourly rates of pay are set out in Schedule A of this
5 Agreement and shall be effective on the first day of the first pay period after
6 date specified.

7
8 (B) Nothing in this Agreement shall be considered as preventing
9 increases in individual rates or classifications over and above the minimum
10 established.

11
12 (C) Employees shall be paid during their regular working hours,
13 weekly on Friday, unless otherwise provided by applicable State laws. The
14 payment on Fridays shall include all earnings up to and including the
15 previous Sunday.

16
17 (D) Paychecks will include a statement of all wages and deductions
18 made for that pay period.

19
20 (E) In the event a payday falls on a Federal legal holiday, employees
21 will be paid on the day preceding such legal holiday.

22
23 (F) Employees will be permitted direct deposit of pay to financial
24 institutions able to accept deposit through the Automated Clearing House
25 (ACH) system.

26
27 (G) Employees recalled to work from a layoff shall be returned to their
28 former position if the job still exists, and shall not be paid a lower rate than
29 they were receiving prior to the layoff unless a new contract with a
30 reduction in rates of pay shall at the time of recall be in effect between the
31 Company and the Union.

32
33 (H) Employees working in a Lead, Senior or MOC position will
34 receive one dollar (\$1.00) per hour premium above the applicable base rate.

Schedule A - Hourly Base Rates for Mechanic and Related

Mechanics	<i>Increases></i>	<i>3%</i>	<i>3%</i>	<i>3%</i>
Step	2008	2009	2010	2011
1	\$17.71	\$18.24	\$18.79	\$19.36
2	\$18.39	\$18.95	\$19.51	\$20.10
3	\$19.11	\$19.68	\$20.27	\$20.88
4	\$19.61	\$20.20	\$20.80	\$21.43
5	\$20.12	\$20.73	\$21.35	\$21.99
6	\$20.49	\$21.11	\$21.74	\$22.39
7	\$22.04	\$20.70	\$23.39	\$24.09
8	\$23.89	\$24.60	\$25.34	\$26.10
9	\$25.11	\$25.87	\$26.64	\$27.44
10+	\$26.06	\$26.84	\$27.65	\$28.48

MOC	2008	2009	2010	2011
Step				
1	\$21.63	\$22.28	\$22.95	\$23.64
2	\$22.42	\$23.09	\$23.78	\$24.50
3	\$23.24	\$23.94	\$24.65	\$25.39
4	\$23.82	\$24.53	\$25.27	\$26.03
5	\$24.41	\$25.14	\$25.89	\$26.67
6	\$24.83	\$25.58	\$26.34	\$27.13
7	\$26.61	\$27.41	\$28.24	\$29.08
8	\$28.73	\$29.59	\$30.48	\$31.40
9	\$30.14	\$31.05	\$31.98	\$32.94
10+	\$31.24	\$32.17	\$33.14	\$34.13

Planner	2008	2009	2010	2011
Step				
1	\$14.35	\$14.78	\$15.22	\$15.68
2	\$15.93	\$16.41	\$16.90	\$17.41
3	\$17.52	\$18.04	\$18.58	\$19.14
4	\$19.63	\$20.22	\$20.82	\$21.45
5	\$21.47	\$22.11	\$22.78	\$23.46
6	\$22.25	\$22.92	\$23.61	\$24.32
7	\$23.26	\$23.96	\$24.67	\$25.41
8+	\$23.98	\$24.70	\$25.44	\$26.21

Inspector

Step	2008	2009	2010	2011
1	\$18.60	\$19.16	\$19.73	\$20.32
2	\$19.31	\$19.89	\$20.49	\$21.10
3	\$20.06	\$20.67	\$21.29	\$21.92
4	\$20.59	\$21.21	\$21.84	\$22.50
5	\$21.13	\$21.76	\$22.42	\$23.09
6	\$21.52	\$22.16	\$22.83	\$23.51
7	\$23.15	\$23.84	\$24.56	\$25.29
8	\$25.08	\$25.83	\$26.61	\$27.40
9	\$26.37	\$27.16	\$27.97	\$28.81
10+	\$27.36	\$28.19	\$29.03	\$29.90

QAC

Step	2008	2009	2010	2011
1	\$19.84	\$20.43	\$21.05	\$21.68
2	\$20.60	\$21.22	\$21.86	\$22.51
3	\$21.40	\$22.04	\$22.70	\$23.39
4	\$21.96	\$22.62	\$23.30	\$24.00
5	\$22.54	\$23.21	\$23.91	\$24.63
6	\$22.95	\$23.64	\$24.35	\$25.08
7	\$24.69	\$25.43	\$26.19	\$26.98
8	\$26.75	\$27.55	\$28.38	\$29.23
9	\$28.13	\$28.97	\$29.84	\$30.73
10+	\$29.19	\$30.06	\$30.97	\$31.90

Stock

Step	2008	2009	2010	2011
1	\$11.30	\$11.64	\$11.98	\$12.34
2	\$12.54	\$12.92	\$13.31	\$13.71
3	\$13.79	\$14.21	\$14.63	\$15.07
4	\$15.46	\$15.92	\$16.40	\$16.89
5	\$16.91	\$17.41	\$17.93	\$18.47
6	\$17.52	\$18.05	\$18.59	\$19.15
7	\$18.31	\$18.86	\$19.43	\$20.01
8+	\$18.89	\$19.45	\$20.04	\$20.64

Utility

Step	2008	2009	2010	2011
1	\$9.80	\$10.10	\$10.40	\$10.71
2	\$10.40	\$10.71	\$11.03	\$11.36
3	\$10.97	\$11.30	\$11.64	\$11.99
4	\$12.93	\$13.32	\$13.72	\$14.13
5	\$15.49	\$15.95	\$16.43	\$16.92
6	\$15.67	\$16.14	\$16.62	\$17.12
7	\$16.38	\$16.87	\$17.37	\$17.89
8+	\$16.89	\$17.39	\$17.92	\$18.45

Tech Doc

Step	2008	2009	2010	2011
1	\$18.42	\$18.97	\$19.54	\$20.13
2	\$19.13	\$19.70	\$20.29	\$20.90
3	\$19.87	\$20.47	\$21.08	\$21.72
4	\$20.39	\$21.01	\$21.64	\$22.29
5	\$20.93	\$21.56	\$22.20	\$22.87
6	\$21.31	\$21.95	\$22.61	\$23.29
7	\$22.93	\$23.61	\$24.32	\$25.05
8	\$24.84	\$25.59	\$26.35	\$27.14
9	\$26.12	\$26.90	\$27.71	\$28.54
10+	\$27.10	\$27.92	\$28.75	\$29.62

1
1 **ARTICLE 19.**
2 **UNION SHOP & DUES CHECK-OFF AGREEMENT**

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

6 **(A) Conditions.**
7

8 1. Each employee of the Company covered by this Agreement who fails
9 to acquire and maintain membership in the International Association of
10 Machinists and Aerospace Workers (“IAM”) shall be required, as a
11 condition of continued employment, to pay to the IAM a monthly service
12 charge as a contribution toward the IAM’s costs in the administration of this
13 Agreement and representation of the employee. The obligation to acquire
14 and maintain membership in the IAM, or pay a service charge in lieu
15 thereof, shall commence sixty (60) days after the effective date of this
16 Agreement, or sixty (60) days after the beginning of the employee’s
17 employment under this Agreement, whichever is later; provided; however,
18 that membership in or financial support of the IAM shall not be required of
19 any employee until he has performed forty-two (42) days (336 hours) of
20 compensated service under this Agreement within a period of twelve (12)
21 consecutive calendar months.
22

23 2. An employee shall not be required to acquire or maintain membership
24 in the IAM, or pay a service charge, if:
25

26 (a) membership in the IAM is not available to the employee
27 upon the same terms and conditions that are generally applicable to
28 any other employee covered by this Agreement; or
29

30 (b) the employee’s membership in the IAM was denied, or
31 terminated for any reason other than the employee’s failure to pay
32 periodic dues, initiation fees, and assessments (not including fines
33 and penalties) that are uniformly required as a condition of
34 acquiring or retaining membership in the IAM. For purposes of
35 this section, the IAM’s dues, fees and assessments shall be deemed
36 to be “uniformly required” if they are required of all employees in
37 the same work classification at the same time in the same Local
38 Lodge.
39

40 3. This Article shall be in effect only as long as the IAM is the collective
41 bargaining representative of the employees covered by this Agreement.
42

43 4. To the extent legally permissible, the monthly service charge described
44 herein shall be in the amount equal to the IAM’s regular and usual monthly
45 dues and assessments (not including fines and penalties).
46

1 5. For the purpose of this Agreement, "Membership in good standing in
2 the Union," shall mean that the employee is a member of the Union and is
3 not more than sixty (60) days in arrears in the payment of initiation fees,
4 assessments, service charge and membership dues as referred to herein.
5

6 6. When an employee becomes delinquent or not "in good standing"
7 within the meaning of paragraph (A) 5. above, he shall be subject to
8 discharge and the following procedures shall apply:
9

10 (a) The General Chairman of the Union shall notify the employee
11 in writing, Certified mail, return receipt requested, and copy to the Senior
12 Vice President of Maintenance Operations of the Company, that he is
13 delinquent in the payment of initiation fees, assessments or membership
14 dues as specified herein, and accordingly is subject to discharge as an
15 employee of the Company. Such letter shall also notify the employee that
16 he must make the required payment to the Financial Secretary of the
17 appropriate local lodge of the Union within fifteen (15) days of the date of
18 mailing of the notice or be subject to discharge.
19

20 (b) If, upon the expiration of the fifteen (15) day period, the
21 employee still remains delinquent, the General Chairman of the Union shall
22 certify in writing to the Senior Vice President of Maintenance Operations of
23 the Company, with copy to the employee, that the employee has failed to
24 make the required payment within the fifteen (15) day grace period
25 provided in sub-paragraph (a) above, and is therefore to be discharged. The
26 Senior Vice President of Maintenance Operations shall promptly notify the
27 employee involved that he is to be discharged from the service of the
28 Company, and shall so discharge him for his failure to pay or tender the
29 initiation fees, dues, and assessments as required under the terms of this
30 Article unless he files an appeal.
31

32 (c) If the decision of the Senior Vice President of Maintenance
33 Operations is not satisfactory to the employee or to the Union, it may be
34 appealed directly to the highest officer of the Company designated to handle
35 such appeals. Such appeals shall be taken within ten (10) calendar days of
36 the date of the decision appealed from, and if taken, shall operate to stay
37 action on the termination of employment until the decision on the appeal is
38 rendered. The Company shall promptly notify the other party in writing of
39 any such appeal. The decision of such appeal shall be rendered within ten
40 (10) calendar days of the date the appeal is taken and the employee and the
41 Union shall be promptly advised thereof. If the decision on such appeal is
42 that the employee has not complied with the terms of this Agreement, his
43 employment and seniority in that class or craft shall be terminated within
44 ten (10) calendar days of the date of said decision, unless the Company and
45 the Union agree otherwise in writing.
46

1 (d) Such decision on appeal shall be final and binding unless
2 within seven (7) days thereof the Union requests in writing that the decision
3 be reviewed in such joint conference by the Senior Vice President of
4 Maintenance Operations or by his designated representative, and the
5 General Chairman, or by his designated representative. If such request is
6 made, the decision on appeal shall be reviewed in such joint conference
7 within seven (7) days of the date such request is received, and any decision
8 rendered within such seven (7) day period shall be final and binding. If the
9 decision on such review is that the employee has not complied with the
10 terms of this Agreement, his employment and seniority in that class or craft
11 shall be terminated within ten (10) calendar days of the date of said
12 decision, unless the Company and the Union agree otherwise in writing.
13

14 7. An employee discharged by the Company under the provisions of
15 paragraph (A) 6. shall be deemed to have been discharged for non-payment
16 of Union dues, and notation so made on his employment record.
17

18 8. Time limits specified in this Article may be extended in individual
19 cases by written agreement of the Company and the Union.
20

21 9. The grievance procedure of the Basic Agreement will not apply to
22 cases arising under this Article.
23

24 10. Other provisions of this Agreement to the contrary
25 notwithstanding, the Company shall not be required to terminate
26 the employment of any employee until such time as the services of
27 a qualified replacement are available. The Company may not,
28 however, retain any employee in the service under the provisions
29 of this paragraph for a period in excess of ninety (90) calendar
30 days from the date of the Union's original notice except by mutual
31 agreement by the parties hereto.
32

33 **(B) Dues/Service Charge Check-Off**
34

35 1. During the term of this Agreement, and provided the IAM is still
36 the collective bargaining representative for the employees covered by this
37 Agreement, and remit to the IAM, the service charges, or dues uniformly
38 required by the IAM as a condition of acquiring or retaining membership,
39 provided each such employee voluntarily executes the form described
40 below.
41

42 2. This form, known as the "Dues/Service Charge Check-Off Form,"
43 shall be prepared by the IAM and furnished to the Company. The Check-
44 Off Form shall contain the following language:
45

1 **ASSIGNMENT AND AUTHORIZATION FOR PAYMENT**
2 **OF DUES AND/OR SERVICE CHARGES**
3 **TO INTERNATIONAL ASSOCIATIONS OF MACHINISTS:**
4
5 **TO US AIRWAYS, INC.**

7 I, _____, hereby authorize and direct US
8 Airways, Inc. (the "Company") to deduct from my pay such
9 monthly dues or monthly service charges as are required as a
10 condition of continued employment pursuant to Article 19 A of the
11 collective bargaining agreement between the Company and the
12 International Association of Machinists (the "IAM"). I understand
13 and agree that this authorization shall be irrevocable for one (1) year
14 from the date hereof; provided, however, that this authorization
15 shall be automatically and immediately terminated if the
16 dues/service charge check-off provisions in the collective
17 bargaining agreement between the Company and the IAM are
18 terminated, or if the IAM ceases to be the collective bargaining
19 representative of the employees covered by this Agreement. This
20 authorization also may be revoked effective as of any anniversary
21 date of the signing hereof, by written notice to the Company and the
22 IAM by certified mail, return receipt requested, during the ten (10)
23 days immediately preceding any such anniversary.

24
25 Signature of Employee: _____ Employee
26 Number: _____

27
28 Address of
29 Employee: _____

30
31 IAM Number: _____

32
33 3. The Company will deduct from employees' wages, and turn over to
34 the Union, the Union membership fees of each employee who individually
35 and voluntarily authorizes the Company to make such deductions. Such
36 authorizations shall be made upon a card in a size and form mutually agreed
37 to between the Company and the Union. In order to become effective, such
38 authorization cards shall be delivered by the Union to the Payroll
39 Department of the Company. Such authorizations shall not be irrevocable
40 for a period of more than one (1) year from their effective date or beyond
41 the termination of this Agreement, whichever occurs sooner.

42
43 (a) Deductions for dues shall be made from the employee's
44 paycheck for the first (1st) and third (3rd) pay periods ending in each
45 month. Such deductions shall be made only in the event that sufficient
46 earnings remain for such deductions after other deductions have been made

1 for Withholding Tax, Social Security contributions, and other deductions
2 required by law or by the Company.
3

4 (b) If sufficient earnings do not remain after other deductions as
5 noted above for each pay period during the month, or if there are employees
6 on the payroll that do not have on file with the Company an authorization
7 for dues deductions as per paragraph (B), the Union shall be so notified.
8 Notification shall include employee number, name, classification code,
9 department, city and the amount of deduction for each period and total
10 amount for the month. And it shall thereafter be the responsibility of the
11 Union to collect dues for that month and for any month following in which
12 sufficient funds are not available for such deductions.
13

14 (c) The obligation of the Company to make such deductions shall
15 terminate in the event an employee shall cease to be an employee as defined
16 in Article 1 of this Agreement.
17

18 4. Upon submission of the appropriate form, a single flat sum
19 deduction for an initiation fee shall be made from each newly hired
20 employee's paycheck subject to paragraph (B) above. Such deduction shall
21 be made only in the event that sufficient earnings remain for such deduction
22 after other deductions have been made for Withholding Tax, Social Security
23 contributions and other deductions required by law or by the Company.
24

25 5. The Union shall indemnify the Company and hold it harmless
26 against any and all suits, claims, demands, and liabilities, which arise out of
27 or by reason of any action taken or not taken by the Company for the
28 purpose of complying with any of the provisions of this Agreement.
29

30 6. This Agreement shall become effective on the date of signing of
31 the Basic Agreement, and shall continue in full force and effect
32 concurrently with said Agreement.
33

34 7. The Company will provide for voluntary employee contribution to
35 Machinist Non-Partisan Political League (MNPL) through payroll
36 deduction.
37

1
2
3
4 **ARTICLE 20.**

5 **SEVERANCE ALLOWANCE**

6 (A) Entitlement: Any employee with two (2) or more years of service
7 whose employment is interrupted due to reductions in force while he is in a
8 position covered by this Agreement shall be paid the severance allowance
9 provided in paragraph (B) following, subject, however, to the limitations
10 and qualifications and in accordance with the terms set out in paragraphs
11 (B) and (F).

12 (B) Service Requirements: Employees who have completed two (2) or
13 more years of service, on the date laid off will receive severance at the rate of
14 one (1) week's pay for each completed year of service, up to a maximum of
15 fifteen (15) weeks.

16 (C) Computation and Method of Payment: A week of severance
17 allowance shall be computed on the basis of the employee's regular straight
18 time hourly rate at the time of his employment interruption multiplied by
19 forty (40) hours. Severance allowance shall be paid at the successive payroll
20 periods immediately following the date employment is interrupted and shall
21 continued to be paid until the employee is recalled or the severance
22 allowance entitlement is exhausted, whichever occurs sooner.

23 (D) Disallowances: Severance allowance shall not be paid when the
24 employee:

- 25
26
27 1. Is discharged for just cause, retires or resigns.
28
29 2. Has his employment temporarily interrupted because of a
30 strike or picketing on Company premises, an Act of God, a
31 national war emergency, revocation of the carrier's operating
32 certificate(s), or grounding of the carrier's aircraft by
33 Governmental order.
34
35 3. Elects to exercise any seniority, bumping or transfer afforded
36 him under this Agreement to remain in active service with
37 the carrier or accepts employment offered by the carrier.
38

39 (E) Other Allowances: The severance allowances provided herein
40 shall be in addition to any or all other benefits provided under this
41 Agreement.
42

1 (F) An employee returning to the service of the Company after being
2 on layoff shall be credited upon re-employment with any unused severance
3 allowance or, if it results in a greater amount, up to a maximum of five (5)
4 weeks of severance allowance computed as provided in paragraph (B)
5 above, and based on his prior period of service. In the event he is again laid
6 off under conditions entitling him to severance allowance, he shall be
7 entitled to an amount computed on his years of compensated service with
8 the Company after the date of such return to the Company's service, plus
9 such amount credited to him upon re-employment.
10

1 **ARTICLE 21.**
2 **RETIREMENT**
3

4 (A) Effective with the May 23, 2008 paycheck, the current
5 401K/Retirement Plans and Company match will be replaced with the IAM
6 National Pension Plan at the following rates:
7

- 8
- 9 • \$1.60 per hour effective May 5, 2008, and \$2.00 per hour
10 effective January 3, 2011 for all Planners, Technical
11 Documentation Specialists, Mechanics and higher classifications
12 in accordance with plan rules.
 - 13 • \$1.10 per hour effective May 5, 2008, and \$1.45 per hour
14 effective January 3, 2011 for all Stock Clerk classifications in
15 accordance with plan rules.
 - 16 • \$.85 cents per hour effective May 5, 2008, and \$1.05 per hour
17 effective January 3, 2011 for all Utility classifications in
18 accordance with plan rules.

19 Employees may continue to participate in the voluntary employee
20 contribution 401K plan.
21

22 Effective with the May 23, 2008 paycheck, the employer contribution
23 to the current 401K/Retirement Plans for all Mechanic and Related and Stock
24 Clerk employees is frozen from new Company contributions.
25

26 In order to be eligible for the Employee Savings Plan, the employee
27 must be eighteen (18) years of age or older. Additionally, an employee will be
28 eligible to participate in the Savings Plan effective the 1st of the quarter
29 following ninety (90) days of continuous employment. This includes part-time
30 and full-time employees. Participation in the Employees Savings Plan requires
31 employee enrollment.
32

33 (B) **Retiree Medical Insurance**
34

35 An employee who works for US Airways, Inc., under the
36 Agreement including his eligible spouse and dependents, and retires at age
37 fifty-five (55) or older on or after March 1, 2005, will have medical benefits
38 as follows:
39

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

- 1
2
3 1) Retired employees may apply thirty eight (38) accrued sick
4 pay hours per month, valued at \$13.25/hour, to your pre-65
5 medical premium
6

7 Retired employees will be responsible for medical premium
8 costs in excess of \$503.50. Monthly contributions will be
9 calculated as the total cost of the plan and level of coverage
10 you elect less \$503.50. Premium Equivalents will be
11 recalculated annually based on the Plan’s experience.
12

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

- 21 2) In lieu of #1 above, employees may receive a one-time cash
22 payment in the amount equal to \$10.80 times the number of
23 accrued sick leave hours in their sick bank up to a maximum
24 of twelve hundred (1200) hours. Choosing to receive this one-
25 time payment means that the employee and their dependents
26 will not be able to participate in the pre or post-65 health care
27 programs, including the “access only” plan noted above.
28
29 3) At age 65 retired employees and their dependents will not be
30 eligible to participate in or have access to any post-65 medical
31 plan through US Airways.
32
33 4) Employees and their dependents will not be eligible for dental
34 coverage when they retire effective 3/1/05.
35

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 plan
5 - The monthly contributions charged for this coverage are based
6 on a Defined Dollar Benefit (DDB) Cap of \$950 per year, per
7 individual and are as follows;
8

9

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

14

- 15
- 16 - The DDB Cap is only used for the purpose of setting
17 contribution rates annually and is not a limit on actual benefits
18 paid in a year.
 - 19 - Contributions will vary from the above if any covered
20 dependant are not covered by Medicare
 - 21 - After 12/31/05 retired employees will be eligible for the new
22 Medicare prescription drug benefit and will be responsible for
23 the full cost of such coverage.
- 24

25 Should a retiree predecease his or her spouse the Company will
26 continue to provide Medical Insurance to the widow or widower
27 and eligible children. The continuation of coverage will be subject
28 to the appropriate contribution requirement as described in
29 Attachment A and is based on the surviving spouse's age and the
30 retirement date of the deceased employee.

31
32 (C) Should the Company extend the duration of COBRA benefits to
33 retirees of any other represented group, such extension will also be made
34 available to employees covered under the agreement.

35
36 (D) **Retiree Life Insurance**
37

38 Employees have the option of continuing either the thirty-five
39 thousand dollars (\$35,000) or the amount of Basic Life Insurance in effect
40 prior to their retirement until they reach the age sixty-five (65). Life
41 insurance ends at age sixty-five (65). Any Optional or Basic Life Insurance
42 lost or reduced due to retirement or the attainment of age sixty-five (65)
43 may be converted to an individual plan. Conversion must occur within
44 thirty-one (31) days of retirement.
45

ARTICLE 22.
INSURANCE

1
2
3
4 (A) Employees covered under this Agreement may elect to participate
5 in one of the three levels of Medical coverage and the Dental coverage
6 described in Attachment A. Such election must be accomplished during the
7 annual open enrollment period. The employee's cost shall be established
8 annually in advance of open enrollment. The rates for 2008 are reflected in
9 Attachment A.

10
11 The Company shall pay the premiums on the first thirty-five
12 thousand dollars (\$35,000) of the employee's basic group life coverage. The
13 basic life coverage will equal two hundred percent (200%) of basic annual
14 salary and no employee will be required to purchase the full basic to receive
15 the thirty-five thousand dollars (\$35,000) paid life insurance. Any employee
16 wishing to purchase either Option I or Option II (both at one hundred
17 percent (100%) of basic annual salary) will be required to be at full basic at
18 two hundred percent (200%) of basic annual salary.

19
20 Existing benefits will not be decreased during the terms of this
21 Agreement. Such coverage will be extended to the employees and their
22 dependents for a one hundred twenty (120) day period after an employee
23 has exhausted his sick leave and is placed on a medical leave of absence
24 except employees on medical leave as a result of an occupational injury,
25 will have medical/dental benefits extended for nine (9) months after his/her
26 last compensated day, provided the employee continues to pay his/her
27 portion of the costs. This provision does not apply to probationary
28 employees. This coverage will also be extended to furloughed employees
29 for a ninety (90) day period following their last compensable day under this
30 Agreement.

31
32 (B) Employees who are required to participate in test flights shall be
33 covered by a standard aviation accident insurance policy with a death
34 benefit of not less than one hundred fifty thousand dollars (\$150,000) paid
35 by the Company.

36
37 (C) Employees who are required to travel at the discretion of the
38 Company to a base or location other than their assigned base in the
39 performance of their work shall be covered by one hundred thousand dollars
40 (\$100,000) of life insurance coverage for accidental death from any cause.
41 Said coverage shall commence from the time he leaves his assigned base
42 and shall continue in force until he returns to his assigned base at the
43 completion of such travel.

44
45 (D) The Company will provide and pay for insurance coverage against
46 the loss by fire or theft of complete tool box and contents owned by
47 mechanic employees while such is on Company premises for use in
48

1 connection with work and while in transit to or while being used in
2 connection with a field service assignment. Employees covered under this
3 provision must provide a complete tool inventory and valuation. It shall be
4 the employee's responsibility to provide tool inventory updates on any
5 additions or deletions in order to maintain a current summary at all times.

6
7 This insurance coverage shall be provided with a
8 maximum coverage of:

9
10 \$5,000-----Rollaway, Tool Box, Tote Tray
11 and Contents
12 \$2,000-----Tool Box, Tote Tray
13 and Contents
14 \$1,000----- Tote Tray and Contents

15
16 with a one hundred dollar (\$100.00) deductible provision.

17
18 Losses under the policy will be settled by the Company through its
19 insurance company with the employee bearing the one hundred dollars
20 (\$100.00) deductible. Recovery of losses will be provided by either a new
21 comparable tool and box replacement or cash reimbursement after
22 discussion with the employee.

23
24 **(E)** No employee will be required to participate in a bomb scare
25 investigation against his wishes. The Company will provide death and
26 disability insurance coverage as set forth below, applicable if the employee
27 suffers death or permanent disability while on duty and a bomb explosion is
28 the proximate cause of such death or disability.

29
30 Death \$100,000
31 Total Permanent Disability 100,000
32 Total Loss of Two members 100,000
33 Total Loss of One Member 50,000

34
35 Member, as used herein, is defined as an arm, leg or eye.

36
37 **(F)** All eligible employees covered by this Agreement will have at
38 their option a Long Term Disability Insurance Plan as established by the
39 Company and the Union in the 1973-1975 IAMAW Agreement. The
40 administrative costs of the Plan will be borne by the Company and the
41 premium costs will be borne by the employee.

ARTICLE 23.
DURATION

1
2
3
4 Except as otherwise noted, this Agreement shall become effective
5 April 3, 2008, and shall remain in full force and effect through December
6 31, 2011, and thereafter unless and until reopened in accordance with the
7 Railway Labor Act.
8

9 The parties will commence bargaining for a new collective
10 bargaining agreement no later than January 15, 2011. If the parties have not
11 reached a tentative agreement by July 1, 2011, they will, no later than July
12 10, 2011, jointly apply for mediation with the National Mediation Board. In
13 the event the parties have not reached a tentative agreement during the
14 status quo period following the amendable date, all base rates will be
15 increased by three percent (3%) on July 1, 2012, and three percent (3%) on
16 July 1, 2013 .
17

18 All letters and addenda to the Agreement that have not specifically
19 been modified remain in full force and effect through December 31, 2011,
20 or the date after which the Agreement is amended.
21

22 No amendments to this Agreement will be valid unless signed by
23 the Vice President of labor relations or his designee and a General
24 Chairman of the IAMAW.
25

26 Schedule A shall become effective the first (1st) day of the first
27 (1st) pay period following ratification of this Agreement, for all employees
28 covered by this Agreement who were on the payroll of the Company on that
29 or subsequent dates except those employees who have resigned or were
30 discharged.
31

32 IN WITNESS WHEREOF, the parties have signed this Agreement this 28th
33 day of April, 2008.
34

35 International Association
36 of Machinist and
37 Aerospace Workers
38

US AIRWAYS

39 _____
40 /s/Tom Higginbotham
41 President & General Chairman
42 District 142
43

/s/E. Allen Hemenway
Vice President Labor Relations

1 **LETTER OF CLARIFICATION**
2

3 (A) As a clarification of Article 2 (Scope of Agreement) of
4 the Agreement between US Airways, Inc., and the International
5 Association of Machinists and Aerospace Workers, it is agreed
6 that:
7

- 8 1. Section (B) of said Article 2 is recognized by both
9 parties as prohibiting the "farming out" of the types
10 of work specified in said Section (B).
11
12 2. The intent of said Section (B) is that the types of
13 work specified therein (and in Article 4 of the
14 aforementioned Agreement) shall be accomplished
15 by the employees of US Airways, Inc., described in
16 the said Article 4.
17
18 3. The preceding clarification shall apply to the
19 aforementioned Agreement, and any and all
20 supplements thereto or modifications thereof
21 reached under the Railway Labor Act, as amended,
22 and shall be and remain in effect until modified by
23 mutual agreement or until a contradictory
24 renegotiated Article 2 of the aforementioned Agree-
25 ment is made effective, whichever occurs first.
26

27 (B) This clarification is agreed to, signed and effective this
28 6th day of August, 1952.
29

1 **CLARIFICATION OF ARTICLE 2(B)**

2
3 Relative to Article 2 (Scope of Agreement) of the
4 Agreement between US Airways, Inc., and the International
5 Association of Machinists and Aerospace Workers, it is agreed
6 that, within the limits hereinafter specified, the following listed
7 exceptions to the coverage of Article 2 shall not be deemed in
8 violation thereof:
9

10 (A) When an aircraft (which is owned and/or operated by US
11 Airways, Inc.), is engaged in a charter flight off the Company
12 system. It is the Company's intent not to schedule maintenance at
13 these points and major problems will be handled by sending our
14 own maintenance personnel unless local restrictions prohibit this.
15

16 (B) It is not the Company's intent to perform scheduled
17 maintenance at locations other than US Airways maintenance
18 bases except that daily checks and unscheduled aircraft
19 maintenance may be accomplished by a vendor at non-
20 maintenance stations.
21

22 (C) The Company may subcontract to vendors liquid service
23 to aircraft limited to water, fuel, oil, A.D.I., and water methanol at
24 all locations. In addition, the Company may subcontract to
25 vendors the fueling of ground equipment at all locations.
26

27 (D) When ground equipment fueling is not subcontracted, it
28 will not be deemed a violation of the Agreement for US Airways
29 employees to fuel the equipment he is operating, provided there is
30 no escalation of this practice as presently exists.
31

32 Line maintenance stations will include at a minimum
33 BOS, CLT, DCA, LGA, PHL, PHX, LAS, LAX and at least seven
34 (7) other stations as determined by the Company.
35

36 (E) Major construction or installation of new facilities,
37 equipment, or machinery when employees of the Company are
38 incapable, from the standpoint of skill or equipment, of performing
39 the work.
40

41 (F) Alteration and construction of City Ticket Offices and
42 offices at the various airports used by the Company when such
43 work at the given airport has not been customarily performed by
44 employees of the Company.
45

1 (G) Types of work customarily contracted out, such as parts
2 and material, which the Company could not be expected to
3 manufacture, such as engine and airframe parts, castings, cowlings,
4 seats, wheels and other items which are commonly manufactured
5 as standard items for the trade by vendors. Work subcontracted
6 out to a vendor will be of the type that cannot be manufactured or
7 repaired in-house by existing skills/equipment or facilities of the
8 Company.

9
10 (H) Purchase of standard ground equipment parts.

11
12 (I) Due to lack of facilities, the Company may subcontract
13 the major overhaul of aircraft engines during the life of this
14 Agreement.

15
16 (J) Company base maintenance employees will perform fifty
17 (50%) percent or greater of all aircraft base maintenance work,
18 inclusive of narrow and wide-body aircraft, as follows: On an
19 annualized basis, for every billable hour of work from aircraft base
20 maintenance vendors performing Company base maintenance
21 work; modification work; scheduled drop in maintenance; and any
22 drop-in maintenance relating to fuselage damage or any other
23 damage, there will be an equal or greater number of paid hours to
24 Company base maintenance employees. This includes Company
25 Lead Mechanics, Mechanics, Inspectors, Utility and Lead Utility
26 (combined) assigned to base maintenance.

27
28 Deck work for vendor heavy maintenance overhaul will
29 continue to be built by Base Maintenance Planners.

30
31 All aircraft line maintenance work, including phase
32 checks and lower level checks above a daily check (e.g. A & B
33 checks, overnight checks, weekly checks and unscheduled drop in
34 maintenance), performed by base maintenance employees will not
35 be included as Company base maintenance hours for the purposes
36 of this provision.

37
38 Livery work may be outsourced and the billable hours do
39 not count as base maintenance work, but other work performed by
40 the vendor during the livery visit may be outsourced and the
41 billable hours for such other work will count towards base
42 maintenance work.

43
44 Aircraft lease return maintenance visits may be
45 outsourced and the vendor's billable hours will count towards base
46 maintenance work.

1 The Company, no later than January 31 of each year, will
2 provide to the union and/or the union's advisor, documentation
3 necessary to verify the Company's compliance with outsourcing
4 provisions including a summary of the previous calendar year's
5 base maintenance paid hours and vendor airframe base
6 maintenance billed hours. On an ongoing basis the Company will
7 provide to the Union no later than the end of the following month a
8 summary of the previous month's base maintenance vendor's
9 billable hours including tail numbers of the aircraft.

10
11 In any year where the vendor billed hours are more than
12 fifty (50%) percent of the total combined vendor billed hours and
13 the Company base maintenance paid hours, such deficit hours will
14 be added to the current calendar year required company base
15 maintenance paid hours.

16
17 The Company will not furlough to the street any Base
18 Mechanic who is active as of the effective date of this agreement
19 provided such employee exercises their seniority to the fullest
20 extent. (Subject to force majeure provisions as described in Article
21 5.F and 20.D.2)

22 The Company shall maintain a minimum headcount of six
23 hundred seventy-five (675) active Base Maintenance Lead
24 Mechanics, Mechanics, Inspectors, Lead Utility and Utility
25 employees combined. (Subject to force majeure provisions as
26 described in Article 5.F and 20.D.2.)

27
28 The Company may continue to outsource the East 737
29 scribe work ongoing and such work will count towards the vendor
30 hours for the fifty (50%) percent calculation.

31
32 **(K)** The Company may assign GSE Mechanics in LAX and
33 CMH to the Interior Maintenance bid area.

34
35 **(L)** GSE Mechanics in ELP may be eliminated through
36 attrition.

37
38 **(M)** GSE work being performed as of April 3, 2008, in PHX
39 and LAS that is above scope requirements of the CBA will not be
40 outsourced if it directly results in a furlough of covered employee.

41
42 **(N)** Facility work currently being performed as of April 3,
43 2008, in PHX and LAS that is above scope requirements of the
44 CBA will not be outsourced if it directly results in a furlough of
45 covered employee

1 **RE: QUALITY CONTROL CHECKS**

2 November 13, 1972

3
4
5 Mr. George M. Kavros
6 Assistant General Chairman
7 District 141
8 International Association of
9 Machinists and Aerospace Workers
10 706 Montgomery Street
11 Alexandria, VA 22314

12
13 Dear Mr. Kavros:

14
15 In order to comply with the F.A.A. Continuous
16 Airworthiness Program, it will be necessary to perform additional
17 quality control checks on certain repairs and installation of aircraft
18 components at our line stations.

19
20 Since October 19, 1966, the effective date of this
21 requirement, the Company has designated certain maintenance
22 personnel to function as Quality Control members as quality
23 control checks become necessary. As you know, this was an
24 interim understanding between the IAMAW and the Company
25 pending further discussion and formalizing some definite method
26 of assignment and compensation for designated personnel
27 performing this function.

28
29 In this regard, the Company proposes to adopt the
30 following procedures:

31
32 (A) Compensation:

33
34 Compensation will be in accordance with the upgrading
35 provisions of Article 9, Paragraph (J) of the IAMAW
36 Agreement. Of course, Paragraph (J) 1, 2, and 3 will not
37 be applicable to this circumstance.

38
39 (B) Designation:

40
41 Employees will be designated in accordance with
42 seniority and qualifications. Any employee who is not
43 designated in proper order of seniority will be notified of
44 the reasons in writing by the Director of Quality Control.
45

1 (C) Utilization:
2

3 The Company, to the extent possible, will assign the
4 senior qualified, designated mechanic on duty who has been
5 properly authorized to recheck the items set forth in the MPP.
6

7 It is understood that the Company will avoid using lead
8 mechanics as quality control members when properly authorized
9 mechanics are available, either on straight time or overtime bases.
10

11 It is further understood that the items set forth above, as
12 well as other items in the MPP will be inspected by inspectors as
13 described in the Basic Agreement, Article 4, Paragraph (D), at the
14 stations where inspectors are located.
15

16 This letter shall not be construed to set any precedent
17 regarding the interpretation of inspector's duties under the Basic
18 Agreement and shall run concurrently with the Duration provisions
19 of the Basic Agreement.
20

21 If you concur with the above, please sign and return the
22 original of this letter to this office so that we may implement these
23 provisions as soon as possible.
24

25
26 Very truly yours,

27
28 /s/W. L. Wickham
29 Assistant Vice President
30 Labor Relations
31

32 I CONCUR:

33
34
35 /s/ G. M. Kavros
36 Assistant General Chairman
37 District 141 of the IAMAW
38

1 **RE: COMPUTER PROGRAMMING**

2 May 20, 1987

3
4
5 Mr. Victor L. Mazzocco
6 Assistant General Chairman
7 District 141 - I.A.M.A.W.
8 R. D. #4, Box 300
9 McDonald, PA 15057

10
11 Dear Mr. Mazzocco:

12
13 During the 1987 round of negotiations, the Company and Union
14 agreed to clarify work involving the programming of certain
15 computer operated machinery. The use of the word
16 "programming" in this matter does not mean computer
17 programming, but merely inputs into the machine program
18 associated with the specific instructions given to the machine to
19 carry out its designed function.

20
21 It is understood that such inputs to machine programs will be made
22 by leads or mechanics during the performance of their duties.
23 However, it is also understood that such machine program changes
24 may be made by supervisory personnel when such changes are
25 made in the course of instructing employees, or are made during
26 experimental or developmental stages of the machine program, or
27 at any other time when such machine program changes are not
28 directly related to the productive aspects of the machine.

29
30
31 Very truly yours,

32
33
34 /s/ Timothy R. Metcalf
35 Director, Labor Relations
36

1 **RE: CITY TO CITY BID AWARDS**

2 January 10, 1988

3
4
5 Mr. Victor L. Mazzocco
6 Assistant General Chairman
7 District 141 - I.A.M.A.W.
8 R. D. #4, Box 300
9 McDonald, PA 15057

10
11 Dear Mr. Mazzocco:

12
13 During the course of the 1987 round of negotiations, the Company
14 and Union discussed the subject of travel time without loss of pay
15 for those employees transferring by exercise of seniority on
16 city-to-city bid awards.

17
18 During these discussions, it was agreed that the Company would
19 make every effort, subject to the employee's request and the needs
20 of the service, to insure that an employee received up to four (4)
21 days off without loss of pay by arranging the employee's days off.

22
23 It was recognized during these discussions that there may be
24 circumstances where an employee's days off cannot be so arranged
25 so as to provide four (4) consecutive days off. In such cases, it will
26 be the spirit of this letter to provide the employee as much time off
27 as possible without loss of pay. It is further understood that the
28 employee may choose to waive the contractual time limits for
29 changing days off to assist in meeting the intent of this letter.

30
31
32 Sincerely,

33
34
35
36 /s/ Timothy R. Metcalf
37 Director, Labor Relations
38

1 **RE: CUSTOMER CONTRACT MAINTENANCE**

2 January 10, 1988

3
4
5 Mr. Victor L. Mazzocco
6 Assistant General Chairman
7 District 141 - I.A.M.A.W.
8 R. D. #4, Box 300
9 McDonald, PA 15057

10
11 Dear Mr. Mazzocco:

12
13 During the recent round of negotiations, the Company and Union discussed
14 the need to insure our ability to meet corporate needs in the area of customer
15 contract maintenance (occasionally referred to as Aviation Service Division
16 work).

17
18 In consideration of such matters, the Company and Union have agreed as
19 follows:

20
21 Should the Company establish (start or gain via merger) a shop bid area
22 function whose work is at least fifty percent (50%) or greater contracted
23 outside customer based (Aviation Service Division), such bid area function
24 may operate on a seven (7) day basis provided it meets all the terms of the
25 Basic Agreement and the following:

26
27 1. The regular days off for such bid area function shall be Friday/ Saturday;
28 Saturday/Sunday; Sunday/ Monday.

29
30 2. Work currently or historically performed in any five (5) day shop or
31 seven (7) day shop being operated on a five (5) day basis shall not be
32 transferred to such a bid area function.

33
34 3. The establishment of such a bid area function will not result in a
35 reduction of headcount by classification in any other current shop or bid area.

36
37
38 Very truly yours,

39
40
41 /s/ Ronald A. Butschle
42 Vice President,
43 Labor Relations
44

1 **RE: LEAVE OF ABSENCE-BIRTH OR ADOPTION**
2
3

4 May 6, 1992
5

6 Mr. Victor L. Mazzocco
7 Assistant General Chairman
8 District 141 - I.A.M.A.W.
9 R.D. #6, Box 348
10 McDonald, PA 15057
11

12 Dear Mr. Mazzocco:
13

14 During the 1990 round of negotiations, the Union sought to clarify the
15 Company's practice concerning unpaid leaves of absence for employees after
16 the birth or adoption of a child.
17

18 It is understood that the Company intends to continue the practice of granting
19 unpaid leaves of absence after the birth or adoption of a child, dependent on
20 the needs of the service, or in the event of a serious illness of immediate
21 family members.
22

23
24 Sincerely,
25

26
27 /s/ Richard J. Frey
28 Director
29 Labor Relations - Ground
30

1 **RE: FLEXIBLE SPENDING ACCOUNT**

2
3 June 17, 1992

4
5
6 Mr. Victor L. Mazzocco
7 Assistant General Chairman
8 District 141 - I.A.M.A.W.
9 R.D. #6, Box 348
10 McDonald, PA 15057

11
12 Dear Mr. Mazzocco:

13
14 This will confirm the Company will establish a Flexible Spending Account
15 (FSA) Program by January 1, 1993. The January 1, 1993 implementation date
16 assumes an agreement is reached by October 15, 1993; otherwise, the
17 implementation date will be January 1, 1994. The program will consist of two
18 reimbursement accounts, one for eligible medical care expenses and the other
19 for eligible dependent care expenses.

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

33
34 Maximums that may be excluded from tax during any taxable year will be
35 established in accordance with Internal Revenue Code provisions. The
36 maximum medical/dental care expense reimbursement of the Flexible
37 Spending Account Program will be \$7,500 or the maximum amount permitted
38 under the law.

39
40 Sincerely,

41
42 /s/Dwain C. Andrews
43 Vice President
44 Labor Relations

1 **RE: LABOR PROTECTIVE PROVISIONS**

2
3 September 21, 1999

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 IAMAW District 141M

8
9 Dear Mr. Freiberger:

10
11 This is to confirm the understanding reached between US Airways, Inc. (the
12 “Company”) and the I.A.M.A.W. (the “Union”) during negotiations for the
13 1999 Mechanical and Related collective bargaining agreement (the
14 “Agreement), regarding employee protections in the event of a merger.

15
16 The Company agrees that, in the event of a merger with another air carrier
17 (other than a carrier within the US Airways control group), where all or
18 substantially all of the assets and operations of the other air carrier are
19 integrated with those of the Company, the Company shall provide to the
20 Company’s employees covered by this agreement the seniority integration
21 procedures of Sections 2a, 3 and 13 of the Allegheny-Mohawk Labor
22 Protective Provisions: provided, however, that said procedures will not be
23 provided, if and to the extent they are in conflict with contractual or legal
24 obligations.

25
26
27 Your signature below indicates the concurrence of the IAMAW to the terms of
28 this letter.

29
30
31
32 Sincerely,

33
34
35 _____
36
37 /s/ John M. Hedblom
38 Vice President,
39 Labor Relations

40
41 Agree and Concur:

42
43 _____
44 /s/William L. Freiberger
45

1 **RE: ALTER EGO**

2
3 September 21, 1999

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 District 141M – I.A.M.A.W.
8
9

10 This is to confirm the understandings reached between US Airways, Inc.
11 (the “Company”) and the I.A.M.A.W. (the “Union”) during negotiations for
12 the 1999 mechanical and related employee collective bargaining agreement
13 (the “Agreement”).
14

15 In the event that US Airways Group, Inc. or any wholly owned subsidiary
16 of US Airways Group, Inc., operates any aircraft other than commuter
17 aircraft or regional jets then the maintenance work on those aircraft shall be
18 subject to Article 2 of the 1999 Agreement.
19
20

21
22 Accepted and agreed:
23
24
25

26 _____	_____	_____
/s/William Freiberger	/s/Lawrence M. Nagin	/s/John M. Hedblom
Assistant General Chairman	Executive Vice President	Vice President
On behalf of the IAMAW	Corporate Affairs and	Labor Relations
	General Counsel for	US Airways, Inc.
	US Airways Group, Inc.	

27
28
29
30
31

1 **RE: MEDICAL EXAMS**

2
3 June 9, 1999

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 District 141M – I.A.M.A.W.

8
9 Re: Medical Examinations

10
11 This will confirm our agreement during negotiations for the 1999
12 Mechanical and Related Employees collective bargaining agreement (the
13 1999 Agreement) regarding medical examinations.

14
15 A. Employees may be required to submit to a Company paid medical
16 examination at any time when the employee's entitlement to
17 limited duty under Article 8(I) is in question, or when the
18 Company reasonably determines that the employee's physical or
19 mental condition may impair the performance of his duties or
20 poses a safety hazard to himself, other employees or customers.

21
22 B. Any information obtained by or as a result of a Company's
23 medical examination shall be treated confidentially. The employee,
24 upon request, shall be furnished a copy of the Company's medical
25 examiner report.

26
27 C. Any employee who disagrees with the results of the Company
28 medical examination shall, at his option, have a review of his case
29 as follows:

30
31 1. The employee may employ a qualified medical examiner,
32 of his own choosing and expense, for the purpose of
33 conducting a physical/mental examination with regard to
34 the conditions covered by the Company's medical
35 examination.

36
37 2. A copy of the findings of the medical examiner chosen by
38 the employee shall be furnished to the Company.

39
40 3. In the event the medical examiner chosen by the
41 employee disagrees with the medical examiner employed
42 by the Company, the Company will, at the written request
43 of the employee, ask that the two medical examiners
44 agree upon and appoint a third qualified and neutral
45 medical examiner, who shall examine the employee and
46 make a determination with regard to any of the matters
47 referred to in Paragraph A.
48

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- 4. Copies of such medical examiner's report shall be furnished to the Company and the employee. The neutral examiners report shall be final and binding on both parties.

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

Sincerely,

/s/John M. Hedblom
Vice President
Labor Relations

Accepted and agreed:

/s/William Freiberger
Assistant General Chairman
On behalf of the IAMAW

1 **RE: LETTER CONSOLIDATION**

2
3 February 17, 1999

4
5 Mr. William L.Freiberger
6 Assistant General Chairman
7 District 141M - I.A.M.A.W.

8
9 Dear Mr. Freiberger:

10
11 In response to our conversation in the 1999 negotiations relative to
12 consolidating letters of agreement into the Labor Agreement, the following
13 will be the framework for our discussions:

- 14
- 15 • The philosophy guiding the consolidation of Letters of Agreement is
16 one of housekeeping and clarity.
 - 17
 - 18 • This consolidation is not intended to advantage or disadvantage either
19 party.
 - 20
 - 21 • Neither party will use the fact that letters were discussed, included or
22 deleted in any grievance or arbitration.
 - 23
 - 24 • Both parties will commit to surface all letters they have knowledge of,
25 however it is recognized that after the consolidation there may be
26 letters of agreement between the parties that were not found during the
27 consolidation.

28
29 Your signature below indicates your concurrence.

30
31 Sincerely,

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

35
36
37 Agree and Concur:

38 _____
39 /s/William L. Freiberger
40

1 **RE: PENSION ACCRUAL WHILE ON LEAVE/FURLOUGH**

2
3 September 21 , 1999

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 District 141M- IAMAW
8

9 Confirming the July 29, 1993 agreement reached between Victor
10 Mazzocco on behalf of the IAMAW and Richard Frey of US Airways in the
11 settlement of Grievance Number 92-04591, the following rules regarding
12 pension accrual apply:
13

- 14 • Employees who were, as of July 28, 1993, on authorized leaves of
15 absence or furlough will be entitled to have accrued Credited Service for
16 pensions for any time, which they were accruing seniority under the
17 Agreement.
18
- 19 • Employees who prior to July 28, 1993, had leaves of absence or furlough
20 and had returned to work prior to that date, will be entitled to have
21 accrued Credited Service for their pensions for any time during such prior
22 leave of absence or furlough on which they were accruing seniority under
23 the Agreement.
24
- 25 • With regard to any authorized leave of absence or furlough for
26 any US Airways/IAM Mechanic and Related Employees
27 beginning after July 28, 1993, the employees will continue to
28 accrue Credited Service for pension purposes as long as they
29 continue to accrue seniority, except that in no case will such a
30 period be longer than a cumulative period of five (5) years.
31

32 Sincerely,

33
34 /s/ John M. Hedblom

35 Vice President,
36 Labor Relations
37

38 Agree and Concur:

39 _____
40 /s/William L. Freiberger
41

1 **RE: CO-OP**

2
3 June 9, 1999

4
5 William Freiberger
6 Assistant General Chairman
7 IAMAW District 141M

8
9 Dear Mr. Freiberger:

10
11 During the course of negotiations leading to the 1999 US Airways-IAMAW
12 Mechanical and Related Agreement, we discussed at length the considerable
13 value the Mechanical and Related employees have provided the Company
14 by engaging in collaborative problem solving. The purpose of this letter is
15 to reinforce the value that the Company places on this vital collaboration
16 and to make clear our commitment to a continuation of this relationship.

17
18 As you know, over the last several years the Company has placed a strong
19 emphasis on employee involvement in the strategy and design of our
20 operations, chiefly through the creation of and reliance upon employee task
21 forces. The simple reason for this is that the employees have the knowledge
22 and ideas to make our Company excel. We understand and appreciate that
23 this employee involvement has been particularly evident in the Maintenance
24 department where, time and time again, employees have designed,
25 recommended and implemented more efficient means for achieving our
26 common goals.

27
28 The Company commits to you that we will continue to work with the
29 IAMAW and our maintenance employees to identify special projects,
30 which, on a quantifiable basis, can be performed more efficiently inside the
31 Company rather than outside. Where this economic advantage can be
32 established, and while it can be maintained, we will explore ways to bring
33 this work in house to be performed by maintenance employees. We will
34 also explore appropriate means of reinvesting in the operation the savings
35 from cost reductions resulting from the insourcing of work. Of course, we
36 will have to work out specific goals for the economic advantage so that all
37 involved will know the expectations of this program. To this end the
38 Maintenance and Labor Relations departments will work closely with you
39 in developing these goals.

40
41 As we strive to grow into a global carrier of choice, it will continue to be
42 critical that the creativity of our employees be brought to bear on problem
43 solving.

Sincerely,

/s/ John M. Hedblom
Vice President,
Labor Relations

Agree and Concur:

/s/William L. Freiburger

1 **RE: AIRBUS TRAINING**

2
3 February 18, 1999

4
5 William Freiberger
6 Assistant General Chairman
7 District 141M – I.A.M.A.W.
8

9
10 Dear Mr. Freiberger:

11
12 As we discussed during negotiations, due to the high volume and
13 specialized nature of training required to introduce the Airbus Aircraft into
14 US Airways fleet, the following understanding is reached regarding Article
15 17(J).

16
17 Specialized Manufacturer Training will include all Airbus Initial Training
18 for the 330 aircraft conducted at any location. Additionally, any training
19 conducted at any manufacturer's location will be considered as Specialized
20 Manufacturer's Training.

21
22 For training associated with the A330 aircraft, the stability period will be
23 twenty-four (24) months following the beginning of training, except that no
24 A330 trained employee shall have a stability period exceeding twelve (12)
25 months following the introduction of the A330 aircraft into US Airways
26 service.

27
28 For A330 series aircraft, the Company and the Union will meet on each
29 anniversary of the effective date of this agreement to discuss the continued
30 need for Airbus Stability periods. Both parties recognize that these stability
31 periods will be eliminated when a sufficient number of employees have
32 received the training.

33
34 Your signature below indicates your concurrence.

35
36 Sincerely,

37 _____
38
39 /s/ John M. Hedblom
40 Vice President,
41 Labor Relations

42 Agree and Concur:

43 _____
44 /s/William L. Freiberger
45

1 **RE: RETIREMENT FROM INACTIVE STATUS**

2 June 16,1999

3 Mr. William L.Freiberger
4 Assistant General Chairman
5 District 141M - I.A.M.A.W.
6
7

8 Dear Mr. Freiberger:
9

10 During the recent round of negotiations the issue concerning employees
11 retiring from inactive service was discussed. This letter is to confirm that
12 the Company discontinued the practice which required Mechanical and
13 Related employees, who are on the seniority roster but not on the active
14 payroll, to return to work for at least one day prior to retirement in order to
15 be eligible for retirement benefits, e.g., flight and medical/dental.

16 Sincerely,

17 _____
18
19
20 /s/ John M. Hedblom
21 Vice President,
22 Labor Relations
23

24 Agree and Concur:

25 _____
26
27 /s/William L. Freiberger
28

1 **RE: MANDATORY OVERTIME FOR AIRCRAFT DEICING**

2
3 September 21, 1999

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 IAMAW District 141M

8
9 Dear Mr. Freiberger:

10
11 Per our discussions in negotiations, the following situations should be
12 considered as valid and compelling reasons for declining mandatory deicing
13 overtime:

- 14
- 15 • Unavoidable child care problems where, for example, due to the lack of
16 advance notice of the overtime requirement the employee has a young
17 child who will be unattended by an adult or person of suitable age and
18 discretion. This is not intended to apply to a situation where, for example,
19 a high school age student would be home for a period of hours.
 - 20
 - 21 • Medical restrictions imposed on an employee by a qualified medical
22 practitioner who, for example, limit the physical activities or the number
23 of hours that an employee can work in the workday which conflict with
24 the overtime requirement. On the other hand, this is not intended to apply
25 where an employee is attempting to avoid working the mandatory
26 overtime in order to engage in outside employment or other personal
27 activities of the type and nature not referenced in this letter.
 - 28
 - 29 • FMLA qualifying situations where, for example, an eligible employee is
30 required to care for an elderly and /or disabled family member but, due to
31 the lack of advance notice of the mandatory overtime requirement, the
32 family member will be unattended.
 - 33
 - 34 • Critical appointments and such events as weddings, funerals, baptisms,
35 bar mitzvahs, and graduations in the family, real estate closings, and
36 certain doctor appointments which cannot be rescheduled. This is not
37 intended to apply to sporting events or other social events.

38
39 Your signature below indicates the concurrence of the IAMAW to the terms
40 of this letter.

41
42 Sincerely,

43
44 /s/ John M. Hedblom
45 Vice President,
46 Labor Relations
47

1 Agree and Concur:

2

3 _____
4 /s/William L. Freiberger

1 **RE: AIRCRAFT STORAGE**

2
3 March 7th, 2000

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 District 141M

8
9 Dear Mr. Freiberger:

10
11 The following will confirm our understanding on the issue of short or long
12 term storage of aircraft in the desert.

13
14 The Company agrees that where company mainline aircraft which the
15 company intends to sell, lease, or return to service are prepared for storage,
16 such storage work will be considered within the scope of the Mechanical
17 and Related agreement. Work associated with returning company mainline
18 aircraft from storage to active company service will

19 also be considered within the scope of the Mechanical and Related
20 agreement. Any storage work for company mainline aircraft that are
21 removed from service to be scrapped or donated, will no be considered
22 Mechanic and Related work.

23
24
25
26 Sincerely,

27
28
29 /s/E. Allen Hemenway
30 Director - Labor Relations – Ground
31 US Airways, Inc.

32
33 I concur:

34
35
36 /s/William Freiberger
37 Assistant General Chairman
38 I.A.M.A.W District 141M

1 **RE: INSPECTORS BIDDING LEAD JOBS**

2
3
4 March 27th, 2000
5 Mr. William Freiberger
6 Assistant General Chairman
7 District 141M
8

9 Dear Mr. Freiberger:

10
11 The following will confirm our understanding on the issue of “Inspectors
12 bidding Lead Jobs”.

13
14 Where an Inspector works in a multiple function bid area, in order to be
15 considered qualified to bid a Lead Mechanic job, the Inspector must have at
16 least 2080 hours of Inspection work in the particular function related to the
17 specific bid area. Additionally, he must meet the minimum qualifications for
18 the Basic Mechanic job.

19
20
21
22 Sincerely,

23
24 /s/E. Allen Hemenway
25 Director Labor Relations – Ground
26 US Airways, Inc.
27

28
29 I concur:

30
31 /s/William Freiberger
32 Assistant General Chairman
33 I.A.M.A.W District 141M
34

35
36 cc: Maintenance Management Staff
37

1 **RE: BUMPED AFTER RECALL**

2
3 March 27th, 2000

4
5 Tom Reagan
6 Vice President at Large
7 IAMAW District 141M

8
9 Dear Mr. Reagan,

10
11 The following will confirm our understanding, and is in full settlement of
12 grievance 98-011236. This settlement is reached as a result of our Review
13 Board hearing in January 2000.

14
15 The company agrees that following the date of this settlement, should an
16 employee who has been recalled or awarded a bid from layoff, be bumped
17 again prior to reporting to work, such employee will be allowed to again
18 exercise his seniority subject to the provisions in the Collective Bargaining
19 Agreement. Employees in this situation who are allowed to re-exercise their
20 seniority will continue to be considered in an inactive furlough status until
21 they return to work.

22
23
24 Sincerely,

25
26
27 /s/E. Allen Hemenway
28 Director Labor Relations-Ground

29
30
31 I concur:

32
33
34 /s/Tom Reagan
35 Vice President at Large
36 IAMAW District 141M

1 **RE: MACHINE SHOP TEST**

2
3 June 30, 2000

4
5 Mr. William Freiberger
6 Assistant General Chairman
7 District 141M - I.A.M.A.W.

8
9
10 Dear Mr. Freiberger:

11
12 The following will confirm our agreement reached in our recent discussions
13 concerning the qualification test required of all bidders for a mechanic
14 position in the Company's Machine Shop bid area described in Article 9 of
15 the current agreement.

16
17 The agreement states (in part): "...and must satisfactorily demonstrate his
18 qualifications by successfully completing a test".

19
20 Therefore, it is agreed, all applicants, upgrades or employees exercising
21 seniority into the machine shop must possess the minimum qualifications
22 described in Article 9, paragraph I. and successfully complete the attached
23 test.

24
25 Failure to qualify under the terms and conditions set forth in the labor
26 agreement will cause the employee to be ineligible to bid, bump or
27 otherwise hold a position in the machine shop for six (6) months. This six
28 (6) month period shall be the minimum waiting period before the machine
29 shop test will be re-administered.

30
31 Sincerely,
32 /s/E. Allen Hemenway
33 Director- Labor Relations Ground
34 US Airways, Inc.

35
36 I concur:

37 /s/Mr. William Freiberger
38 Assistant General Chairman
39 IAMAW – District 141M

Machine Shop Test

The machine shop test consists of two (2) parts. Each applicant must successfully complete Part A and then successfully complete Part B within eight (8) hours.

A test result form (Part C) will be completed and copies sent to Maintenance Administration, the employee and the Machine Shop manager.

At the end of the test, all material will be marked with the date, the employee's name and the tester's name and will remain on file in the machine shop for one (1) year from the date of the test.

The test will be as follows:

Part A - Standard Print Reading

- Identification of common symbols
- Dimensional finding
- Tolerance and specification findings

Part B – Part Manufacture per US Airways' print

- Machining operations required
 - Lathe turning
 - Milling(Both on conventional equipment)
- All necessary turning and milling tooling will be provided
- All precision measuring and thread gauge tooling will be provided
- Part to be manufactured will be from a reasonable material for machining(7075T-6)
- Part to be manufactured will be provided in a rough-out condition with approximately 1/4" excess material to all dimensions

Part C – Machine Shop Test Results

Name: **Employee Number:** **Date of Test:**

Tester: _____

Accepted:_____ **Rejected:**_____

Reason for Rejection:

Note: Testing material will remain on file in the Machine Shop for a period of one (1) year from the date of the test.

cc: Maintenance Administration
Machine Shop
Employee

1 **RE: SENIORITY TIE BREAKERS**

2
3 October 13, 2000

4
5 Mr. William L. Freiberger
6 Assistant General Chairman
7 District 141M – IAMAW
8 228 Moon Clinton Road
9 Moon Township, PA 15108

10
11 Dear Mr. Freiberger:

12
13 This letter will confirm our agreement during the July, 2000 AGC / US
14 Airways meeting regarding seniority tiebreakers.
15 The Company agrees when two or more employees have the same seniority
16 date, the following method will be used to determine the seniority order:

- 17
18 1. Identical Premium Classification Seniority - the senior employee will
19 be the employee who has the most seniority in the basic
20 classification. (Example: Two Inspectors were promoted to Lead
21 Mechanic on the same day, and promoted to inspector on the same
22 day; the lead mechanic senior on the basis of basic mechanic
23 seniority time would be senior.)
24
25 2. Identical Basic Classification Seniority - the senior employee will be
26 the employee who has the most seniority under the agreement.
27 (Example: Two Inspectors were promoted to Lead Mechanic on the
28 same day, and promoted to inspector on the same day and became
29 mechanics on the same day; the lead mechanic with the most
30 recognized mechanic seniority would be senior.

31
32 Your signature below indicates your concurrence.

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

36 Agree and concur

37 _____
38 /s/William L. Freiberger

1 **RE: PAY PROGRESSION**

2
3
4 August 25, 2000

5
6 Mr. William L. Freiberger
7 Assistant General Chairman
8 District 141M – IAMAW
9 228 Moon Clinton Road
10 Moon Township, PA 15108

11 Dear Mr. Freiberger:

12
13 The following will confirm the long standing past practice concerning when
14 an employee stops progressing through the pay steps as described in the
15 matrix on page 198 of the agreement.

16
17 Upon the date an employee starts any unpaid leave of absence, including
18 non-supplemented OJI Leave, pay progression will cease. Upon the
19 employee's return to service, an adjusted pay seniority date will be
20 established reflecting the time lost during their leave period.

21 Sincerely,

22 /s/E. Allen Hemenway
23 Director, Labor Relations - Ground

24
25 Agree and concur

26
27 _____
28 /s/William Freiberger
29 District 141M

1 **RE: PROBATIONARY EMPLOYEES AND SWAPS**

2
3 August 25, 2000

4
5
6 Mr. William L. Freiberger
7 Assistant General Chairman
8 District 141M – IAMAW
9 228 Moon Clinton Road
10 Moon Township, PA 15108

11
12 Dear Mr. Freiberger:

13
14 The following will confirm our agreement clarifying when probationary
15 employees and shift trading.

16
17 The language in Article 17, paragraph M, item 5 indicates... “Employees
18 working in probationary period are not eligible to participate under these
19 provisions.” This language was intended to cover new hire employees in a
20 probationary period and not employees in a probationary period due to an
21 upgrade. It was not intended to apply to those employees required to serve a
22 probationary period due to transferring into different bid areas after being
23 upgraded.

24
25 Therefore upgraded employees serving in a probationary period will be
26 permitted to shift trade with other qualified employees within their bid area
27 and classification.

28 Sincerely,

29
30 /s/E. Allen Hemenway
31 Director, Labor Relations - Ground

32
33 Agree and concur

34
35 _____
36 /s/William Freiberger
37 District 141M
38

1 **RE: AIRBUS STABILITY PERIOD**

2
3 April 18, 2001

4
5
6 Mr. William L. Freiberger
7 Assistant General Chairman
8 District 141M – IAMAW
9 228 Moon Clinton Road
10 Moon Township, PA 15108

11
12
13 Dear Mr. Freiberger:

14
15 The following will clearly define our discussions concerning “Stability
16 Periods” resulting from Specialized Manufacturer Training for the Airbus
17 330 aircraft.

18 However, employees in a “Stability Period” resulting from Specialized
19 Manufacturer Training for the A330 aircraft, will only be permitted to
20 transfer to other Line Maintenance Stations operating the A330 aircraft.

21
22 Sincerely,

23
24 /s/E. Allen Hemenway
25 Director, Labor Relations - Ground

26
27
28
29 Agree and concur

30
31 /s/William Freiberger
32 Assistant General Chairman
33 District 141M
34

1 **RE: SWAPS WHILE ON LIGHT DUTY**

2
3 April 18, 2001
4
5
6

7 Mr. William L. Freiberger
8 Assistant General Chairman
9 District 141M – IAMAW
10 228 Moon Clinton Road
11 Moon Township, PA 15108
12

13
14 Dear Mr. Freiberger:
15

16 The following will clearly define our discussions concerning an employee's
17 ability to participate in the Shift Swap provisions described in paragraph M
18 of Article 17 while working in a limited duty capacity.
19

20 Limited duty employees are permitted to shift swap (off) with full duty
21 employees but are not permitted to shift swap (on) with full duty employees
22 as they are not qualified to perform all the duties of the full duty employee.
23

24 Any full duty employee agreeing to work the limited duty employee's shift
25 will be required to perform the normal duties of a full duty employee.
26

27 Sincerely,

28
29 /s/E. Allen Hemenway
30 Director, Labor Relations - Ground
31

32
33 Agree and concur

34
35 /s/William Freiberger
36 Assistant General Chairman
37 District 141M
38

1 **RE: SIDA BADGE**

2
3 Date: January 14, 2002
4 To: All IAM and Related Employees
5 From: Tim Conlon - Manager Maintenance Administration
6 Subject: Fingerprinting Requirements - Letter of Agreement 02-41

7 As you are aware, the FAA is requiring a criminal background check and
8 fingerprinting for all employees requiring unescorted SIDA (Security
9 Identification Display Area) access. Employees moving from one station to
10 another must obtain a new SIDA ID and be fingerprinted for the criminal
11 background check prior to being allowed access to the operating areas.
12 Additionally they may have a delay in receiving SIDA access in a new
13 location as a result of these recent FAA requirements. The following
14 procedures have been developed to provide employees a means of delaying
15 their report dates to new locations prior to the approval and issuance of their
16 new location SIDA badge. These new procedures will take effect on
17 January 15th, 2002.

18 **Obtaining a New SIDA Badge**

19 When employees are transferred to a new location, through a bid or bump,
20 employees who recognize that there may be a delay in receiving the
21 necessary SIDA badging may request an extension of their report date in
22 order to remain in their existing location for a time sufficient to allow for
23 the normal processing of airport SIDA badging in the new work location.

24 Employees who request authority to delay their report date, must comply
25 with all provisions described below. Any employee who fails to properly
26 comply with the rules as listed below, or who does not make a request for a
27 delay in transfer to the new location within ten (10) days of being advised
28 of the transfer, will be transferred to the new work location as described in
29 the labor agreement and any time for which the employee cannot work due
30 to a lack of proper badging will be unpaid. Employees in an unpaid status
31 due to a lack of badging may use DAT, Comp or accrued vacation if they
32 do not have DAT or Comp time accrued, at their discretion, to be
33 compensated for the unpaid time awaiting SIDA clearance in the new
34 location.

1 **Procedures**

2 1. Upon receipt of move paperwork (reassignment or bid award), the
3 employee must contact their new station within one (1) business day to get
4 any instructions/paperwork necessary to get the new SIDA badge. The
5 employee must make an appointment with the new airport within seven (7)
6 days for the fingerprinting and application necessary to receive SIDA access
7 in the new location. Every effort should be made by the employee to
8 accomplish this appointment as quickly as can be scheduled by the airport
9 authority in the new location. Employees may request DAT, Comp or an
10 ERDO, if accomplishing the appointment on the next regularly scheduled
11 day off will delay the process. Employees will be authorized space available
12 company business travel to the new location in order to accomplish the
13 required fingerprinting and application. Where space available travel is not
14 practical, the company may elect to grant space positive travel.

15 2. The employee must immediately notify their existing manager that
16 they have contacted their new station and the airport authority. The existing
17 station will be responsible for arranging travel as outlined in item 1 above.

18 3. Upon return to their existing station, following completion of the
19 fingerprinting and SIDA application at their new station, the employee must
20 present verification that the procedure is complete.

21 4. Employees who properly request a report delay as outlined herein,
22 and who properly comply with these provisions may be granted an
23 extension delaying their report date to the new city, sufficient to process a
24 normal SIDA application. Where delays result from employees lack of
25 compliance, or delays resulting from airport questions regarding issues in
26 the fingerprinting and/or background and/or application which might delay
27 the normal process or render the employee not eligible for SIDA access, the
28 company may suspend the terms of this letter.

29 5. Employees allowed to stay in their existing station due to these
30 provisions will remain in their existing classification and pay status.

31 The company and the union agree that either may cancel this agreement
32 with three days notice, and that this agreement is reached on a non-
33 precedent and non-referral basis.

34 Agree and concur:

35 For the Union:

36
37 /s/Bill Freiberger
38 Assistant General Chairman
39 IAMAW District 141M
40

For Labor Relations:

/s/E. Allen Hemenway
Director Labor relations - Ground
US Airways, Inc.

1 **RE: BACKGROUND CHECK**

2
3 May 01, 2002
4 Bill Freiburger
5 Assistant General Chairman
6 IAMAW-District 141M
7

8
9 Dear Bill:

10
11 The union has recently raised the question regarding the company position
12 should a criminal history records check, as required under the TSA
13 fingerprinting regulations, disclose information regarding criminal activity
14 that is not a disqualifying offense within the meaning of the regulations, *i.e.*,
15 is not on the list of disqualifying offenses included in the regulations or did
16 not occur within the last ten years.

17 The answer is that no information obtained in connection with the CHRC
18 will be used for any purpose not permitted under the regulations. We
19 believe that the regulations as presently written do not provide for the use of
20 any information regarding non-disqualifying offenses and/or any offenses
21 that occurred more than 10 years before the date of the individual's
22 application for unescorted SIDA access.

23 Sincerely,

24
25 /s/E. Allen Hemenway
26 Director Labor Relations-Ground
27

28
29 CC: Mckeen
30 Doan
31 Nardello
32 Lebeau
33 Hartzell
34

1 **RE: BACK TO BACK SWAPS**

2
3 Re: "Back to Back" Shift Swaps

4
5 March 4, 2003

6
7 Mr. William Freiberger
8 Assistant General Chairman
9 District 141M - IAMAW

10
11 Dear Mr. Freiberger:

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

- 17
18 1. Employees may shift swap to work back to back double shifts, once per
19 workweek.
20 2. The company may disapprove any back to back double shift swap for
21 any employee where the company finds that there is evidence the
22 employee's productivity, safety, or job performance is adversely
23 affected, as described in item 6 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 employee
27 who is on a written warning or higher of the attendance control
28 program.
29 5. In circumstances where shift trades have been approved (single shift or
30 double shift) and where the employee who is scheduled to work for
31 another employee is unable to do so (e.g., due to a leave of absence
32 (paid or unpaid), transfer, termination, jury duty, schedule re-bid,
33 occupational injury), the Company reserves the right to cancel an
34 approved shift trade provided seven (7) days notice is given to affected
35 employees.
36 6. In the event that the company finds any evidence of an adverse impact
37 to the employee's performance, productivity or safety the employee's
38 supervisor shall discuss the concerns with the employee. Following the
39 discussion, should the company again find further indications of an
40 adverse impact to the employee's productivity, safety, or job
41 performance then the employees back to back shift swaps will be
42

- 1 7. suspended for six (6) months. Any grievance filed as a result of the
2 suspension of back to back double shift swaps will be limited to the
3 factual question of whether the employee was advised of the company
4 concerns over the adverse impact to their performance, safety or
5 productivity and such grievance will end at the Review Board step of
6 the grievance process.
7
8
9

10 Sincerely,

11 /s/E. Allen Hemenway
12 Managing Director - Labor Relations
13 Ground
14

15 Agree and concur:

16 /s/William Freiberger
17 Assistant General Chairman
18 District 141M – IAMAW
19
20
21

1 **RE: WAR / TERRORISM CONTINGENCY (FROM JANUARY**
2 **2003 RESTRUCTURING AGREEMENT)**
3

4 In the event that (a) the U.S. invades Iraq (meaning that the U.S. initiates a
5 sustained aerial bombardment of those parts of Iraq that are not within the
6 current no fly zone or introduces substantial numbers of ground troops into
7 the territory of Iraq), or (b) there is an act of terrorism which in either event
8 has a material adverse impact on commercial aviation, there will be an
9 immediate 5% pay deferral of base pay implemented for all employees for
10 up to 18 months. (Should this condition occur, the Company will meet and
11 confer with the Union regarding implementation of the pay deferral.) The
12 deferral will begin to be repaid starting in the first month following the end
13 of the deferral and will continue to be repaid in as many monthly
14 installments as were covered by the deferral. In the event that US Airways
15 Group reports a pretax profit with respect to any quarter during which they
16 pay deferral is in effect, the deferral will immediately stop and repayment
17 will begin in the next month to continue for the same number of months as
18 were included in the deferral.
19

1 **RE: WHOLLY OWNED CARRIERS (FROM SEPTEMBER 2002**
2 **RESTRUCTURING AGREEMENT)**
3

4 Employment and other conditions at Wholly Owned Carriers
5

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

17 1. Employees who are furloughed on or after the effective date of this
18 agreement who desire transfer to a Wholly Owned Carrier Vacancy will be
19 required to notify the Wholly Owned Carrier and submit their application to
20 the Wholly Owned Carrier. Employees who are on furlough as of the
21 effective date of this agreement who are interested in applying for
22 Vacancies at the Wholly Owned Carrier must submit their application to the
23 Wholly Owned Carrier within forty-five (45) days of the date that the
24 Wholly Owned Carrier notifies the Employee that it will begin to accept
25 applications. Applications must include all locations for which the
26 employee is applying.
27

28 2 The Wholly Owned Carrier will be requested to offer employment to any
29 qualified furloughed Employee who has applied under the terms stated in
30 item (1) above prior to employing anyone else in that Vacancy. As
31 employment opportunities become available, the Wholly Owned Carrier
32 will be requested to offer such positions in relative seniority order to
33 qualified Employees who have submitted applications in accordance with
34 this Agreement.
35

36 3. Furloughed Employees who accept positions at the Wholly Owned
37 Carrier under these terms will be entitled to such seniority and terms and
38 conditions of employment as are applicable in the CBA or employment
39 policies of the Wholly Owned Carrier. Severance allowance, and any other
40 benefits to which these Employees are entitled under the US Airways CBA
41 shall not cease, or be adversely affected, upon the effective date of hire at
42 the Wholly Owned Carrier.
43

1 4. Wholly Owned Carriers will be requested to release Furloughed
2 Employees who accept recall or transfer back to US Airways positions in
3 order to comply with report dates pursuant to the terms of the US Airways
4 CBA.

5
6 B. Furloughed Employees working at a Wholly Owned
7 Carrier will continue to be considered on furlough from US Airways and
8 will accrue US Airways seniority under the terms of the US Airways CBA
9 applicable to Furloughed Employees.

10
11 II. Definitions

12
13 The following definitions apply to certain terms used in this
14 Agreement.

15
16 1. Employees. The term “Employees” refers to Mechanic and
17 Related employees of US Airways represented by the IAM.

18
19 2. Vacancies. The terms “vacancies” refers to vacant job positions in
20 the Mechanic and Related craft or class.

**Attachment A Copays, Deductibles & OOP Maximums
(From the January 2003 Restructuring Agreement)**

Year		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	\$6,000
	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	

US Airways

Eligible Actives, Inactives, and Post 1/1/03 Pre-65 Retiree Survivor- Full Time- IAM Mechanic & Related

(From the January 2003 Restructuring Agreement)

Attachment A-1

		PPO 80/60 - Flat 7.0%				PPO 90/70 - Flat 14.0%				PPO 100/80 - Flat 19.4%			
<i>2008</i>	<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>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Contribution Base	12%	427.43	854.85	812.99	1,412.25	462.68	925.36	879.08	1,529.04	493.51	984.83	936.36	1,628.16
Employee Contribution		30.00	60.00	57.00	99.00	65.00	130.00	123.00	215.00	96.00	191.00	182.00	316.00

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.
- 2) Trends in 2006 were reduced by 3% to avoid double counting due to the indexing of Co-Pays, Deductibles, and OOP maximums.

US Airways

Eligible Current Survivors of (Pre 1/1/03) Pre-65 Retirees- Full Time- IAM Mechanic & Related

Attachment A-2 (From the January 2003 Restructuring Agreement)

		PPO 80/60 - Flat 3.5%				PPO 90/70 - Flat 7.0%				PPO 100/80 - Flat 9.7%			
<i>2008</i>	<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>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
Contribution Base	12%	427.43	854.85	812.99	1,412.25	462.68	925.36	879.08	1,529.04	493.51	984.83	936.36	1,628.16
Employee Contribution		15.00	30.00	28.00	49.00	32.00	65.00	62.00	107.00	48.00	96.00	91.00	158.00

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.
- 2) Trends in 2006 were reduced by 3% to avoid double counting due to the indexing of Co-Pays, Deductibles, and OOP maximums.

US Airways

Eligible Survivors of Current (Pre-1993) Medicare Eligible Retirees- Full Time- IAM Mechanic & Related

(From the January 2003 Restructuring Agreement)

Attachment A-3

		80% Indemnity Contribution = flat 0%			90% Indemnity Contribution = flat 0%			100% Indemnity Contribution = flat 0%	
<i>2008</i>	<u>Trend</u>	<u>Ee</u>	<u>Ee + One</u>	<u>Ee</u>	<u>Ee + One</u>	<u>Ee</u>	<u>Ee + One</u>		
Contribution Base	10%	371.62	743.23	412.46	824.90	498.21	996.42		
Employee Contribution		0.00	0.00	0.00	0.00	0.00	0.00		

Notes: 1) Eligible Part Time rates are two times Full Time rates. 2) Employee + One is EE plus spouse or EE plus medicare-eligible dependent.

US Airways

Eligible Survivors of Current (Post-1993) Medicare Eligible Retirees- Full Time- IAM Mechanic & Related

(From the January 2003 Restructuring Agreement)

Attachment A-4

		80% Indemnity Contribution = flat 5.5%			90% Indemnity Contribution = flat 5.5%			100% Indemnity Contribution = flat 5.5%	
<i>2008</i>	<u>Trend</u>	<u>Ee</u>	<u>Ee + One</u>	<u>Ee</u>	<u>Ee + One</u>	<u>Ee</u>	<u>Ee + One</u>		
Contribution Base	10%	371.62	743.23	412.46	824.90	498.21	996.42		
Employee Contribution		20.00	41.00	23.00	45.00	27.00	55.00		

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.
- 2) Employee + One is EE plus spouse or EE plus Medicare-eligible dependent.

US Airways

Eligible Survivors of Future (Post 1/1/03) Medicare Eligible Retirees- Full Time- IAM Mechanic and Related

(From the January 2003 Restructuring Agreement)

Attachment A-5

	<u>Trend</u>	80% Indemnity Contribution = flat 7%		90% Indemnity Contribution = flat 14%		100% Indemnity Contribution = flat 19.4%	
		<u>Ee</u>	<u>Ee + One</u>	<u>Ee</u>	<u>Ee + One</u>	<u>Ee</u>	<u>Ee + One</u>
2008							
Contribution Base	10%	371.62	743.23	412.46	824.90	498.21	996.42
Employee Contribution		26.00	52.00	58.00	115.00	97.00	193.00

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.
- 2) Employee + One is EE plus spouse or EE plus Medicare-eligible dependent.

US Airways

Split Families- Eligible Survivors of Retirees- Full Time- IAM Mechanic and Related

Attachment A-6 (a) (From the January 2003 Restructuring Agreement)

Post 1/2/2003 Retirees Only

80% Plan

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret <65</u>
	<u>65+</u>						<u>Sps <65</u>	<u>Sps 65+</u>	<u>Sps <65</u>	<u>Sps 65+</u>
2008	26.00	30.00	56.00	56.00	56.00	57.00	83.00	82.00	99.00	83.00

90% Plan

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret <65</u>
	<u>65+</u>						<u>Sps <65</u>	<u>Sps 65+</u>	<u>Sps <65</u>	<u>Sps 65+</u>
2008	58.00	65.00	123.00	123.00	123.00	123.00	181.00	180.00	215.00	181.00

100% Plan

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret <65</u>
	<u>65+</u>						<u>Sps <65</u>	<u>Sps 65+</u>	<u>Sps <65</u>	<u>Sps 65+</u>
2008	97.00	96.00	193.00	193.00	193.00	182.00	279.00	289.00	316.00	279.00

Notes: 1) Eligible Part Time rates are two times Full Time rates. 2) Post 1/2/2003 retirees only

US Airways

Split Families- Eligible Survivors of Retirees- Full Time- IAM Mechanic and Related

Attachment A-6 (b) (From the January 2003 Restructuring Agreement)
Only

Existing Post 1992 and Pre 1/2/2003 Retirees

80% Plan										
Single Coverage			E+S Coverage		E+C Coverage		Family Coverage			
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
	Sps <65		Sps <65		Sps <65		Sps <65	Sps 65+	Sps <65	Sps 65+
2008	20.00	15.00	35.00	35.00	35.00	28.00	48.00	56.00	49.00	48.00
90% Plan										
Single Coverage			E+S Coverage		E+C Coverage		Family Coverage			
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
	Sps <65		Sps <65		Sps <65		Sps <65	Sps 65+	Sps <65	Sps 65+
2008	23.00	32.00	55.00	55.00	55.00	62.00	85.00	77.00	107.00	85.00
100% Plan										
Single Coverage			E+S Coverage		E+C Coverage		Family Coverage			
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
	Sps <65		Sps <65		Sps <65		Sps <65	Sps 65+	Sps <65	Sps 65+
2008	27.00	48.00	75.00	75.00	75.00	91.00	118.00	103.00	158.00	118.00

Notes:

1) Eligible Part Time rates are two times Full Time rates. 2) Existing post 1992 retirees only

US Airways

Split Families- Eligible Survivors of Retirees- Full Time- IAM Mechanic and Related

Attachment A-6 (c) (From the January 2003 Restructuring Agreement)

Existing Pre 1993 Retirees

Only

80% Plan

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret <65</u>
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

90% Plan

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Sps <65</u>	<u>Sps 65+</u>	<u>Sps <65</u>	<u>Sps 65+</u>
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

100% Plan

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Sps <65</u>	<u>Sps 65+</u>	<u>Sps <65</u>	<u>Sps 65+</u>
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

1) Eligible Part Time rates are two times Full Time rates. 2) Existing pre 1993 retirees only

US Airways

Managed Dental Plan- IAM Mechanic & Related

Attachment A-7 (From the January 2003 Restructuring Agreement)

Eligible Actives, and Inactive

**Eligible Survivors of Current
and Future Post-65
Retirees**

Flat 10.0% Employee Contribution

100% Contribution

<i>2008</i>	<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>
Contribution Base	6%	36.00	69.00	65.00	114.00	36.00	69.00
Employee Contribution		3.60	6.90	6.50	11.40	36.00	69.00

Notes:

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

**US Airways
 Managed Dental Plan- Eligible Survivor Split Family Rates- IAM Mechanic and Related
 Attachment A-8 (From the January 2003 Restructuring Agreement)**

Full-Time

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u> <u>Sps <65</u>	<u>Ret 65+</u> <u>Sps 65+</u>	<u>Ret <65</u> <u>Sps <65</u>	<u>Ret <65</u> <u>Sps 65+</u>
2008	36.00	3.60	39.60	39.60	39.60	6.50	42.50	75.60	11.40	42.50

Part-Time

<u>Year</u>	<u>Single Coverage</u>		<u>E+S Coverage</u>		<u>E+C Coverage</u>		<u>Family Coverage</u>			
	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Sps <65</u>	<u>Sps 65+</u>	<u>Sps <65</u>	<u>Sps 65+</u>
2008	36.00	7.20	43.20	43.20	43.20	13.00	49.00	79.20	22.80	49.00

Notes:

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

1 **ATTACHMENT B**
2 LETTER OF AGREEMENT
3 between
4 US AIRWAYS, INC.
5 and the
6 MAINTENANCE CONTROL TECHNICIANS
7 in the service of
8 US AIRWAYS, INC.,
9 as represented by the
10 INTERNATIONAL ASSOCIATION OF MACHINISTS AND
11 AEROSPACE WORKERS
12

13
14 MAINTENANCE CONTROL TECHNICIANS TRANSITION and
15 ACCRETION AGREEMENT
16

17 This Letter of Agreement is made and entered into in
18 accordance with the provisions of Title II of the Railway Labor Act, as
19 amended, by and between US Airways, Inc. (hereinafter referred to as the
20 "Company") and the MECHANICAL AND RELATED PERSONNEL in
21 the service of US Airways, Inc., as represented by the INTERNATIONAL
22 ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
23 (hereinafter referred to as the "IAM").
24

25 WHEREAS, the National Mediation Board has
26 determined that the Maintenance Control Technicians are to be included in
27 the Mechanical and Related craft or class and represented by the
28 International Association of Machinists and Aerospace Workers for the
29 purposes of collective bargaining under the Railway Labor Act;
30

31
32 IT IS HEREBY AGREED AS FOLLOWS:
33

34 1. Definitions. For purposes of this Agreement, the
35 following definitions shall apply.

36 a. "Maintenance Control Technicians"
37 shall mean any employee performing Maintenance Control Technician
38 work immediately prior to the Transition Date and represented by the IAM
39 pursuant to the National Mediation Board's Accretion Ruling.
40

41 b. "US Airways Mechanical or Related
42 Personnel" shall mean any employee represented by the IAM within the
43 craft or class of mechanics and related employees employed by US
44 Airways, Inc., immediately prior to the Transition Date.

1 2. Effective Date. The Effective Date shall be the
2 date following the date the Company is notified by the Union that this
3 Transition and Accretion Agreement has been ratified. Except that, pay and
4 related changes will become effective the first Monday of the first pay
5 period following ratification of this Transition and Accretion Agreement.
6

7 3. Seniority List. The Company and the IAM shall
8 agree to a Basic Classification Seniority List and an MOC Classification
9 Seniority List including all current Maintenance Control Technicians. The
10 IAM shall then provide to the Company an integrated system seniority list
11 showing all Mechanical and Related Personnel currently on the system
12 seniority list for US Airways, Inc., plus all Maintenance Control
13 Technicians. The Integrated Classification Seniority List, once approved,
14 shall become effective on the Effective Date.
15

16 MOC employees will receive a basic classification seniority date to include
17 any previous time held in the basic mechanic classification under the
18 Mechanical and Related Agreement. MOC employees will receive an MOC
19 Classification Seniority date equal to their pre-existing Departmental
20 Seniority.
21

22 4. Application of US Airways-IAM Agreement.
23 On the Effective Date, except as expressly provided in this Transition and
24 Accretion Agreement, the current (October 1995) agreement between US
25 Airways and IAM shall be applied in all respects to all Mechanical and
26 Related Personnel on the Integrated Seniority List.
27

28 **Article 2** applicable provisions will apply with the following additions:
29

30 Add to paragraph (A) in Article 2:

31
32 Maintenance Control Technician
33

34 Add to paragraph (D) in Article 2:

35
36 Supervisory personnel in Maintenance Control may perform Maintenance
37 Control Technician work when required to meet the needs of service when
38 Maintenance Control Technicians are not immediately available to perform
39 such duties.
40

1 **Article 4** applicable provisions will apply with the following additions:
2

3 Add the following paragraph to Article 4:
4

5 Maintenance Control Technician
6

7 The work of a Maintenance Control Technician shall consist of any and all
8 work generally recognized as Maintenance Control Technician's work in or
9 about the maintenance control area. The Maintenance Control Technician
10 provides the central point of contact to coordinate aircraft maintenance for
11 all locations and supports the minute-to-minute operation of the fleet to
12 which he is assigned. He surveys and analyzes mechanical and operational
13 performance of assigned fleet(s) or system(s). He provides technical
14 evaluation and recommendations for resolution of maintenance problems
15 including but not limited to: oversight and coordination; communication
16 with employees and /or vendors both inside and outside the Company.
17

18 The work of a Maintenance Control Technician includes but is not limited to:
19 providing technical support for assigned fleet for Dispatcher, Pilots,
20 Mechanics, and other personnel as required; administering the MEL/CDL
21 process in accordance with the current Maintenance Policies & Procedures
22 (MPP); coordinating parts and tooling movement and manpower
23 requirements for field trips to US Airways non-maintenance stations:
24 reviewing open non-routine maintenance items on assigned fleet(s) or
25 system(s); assisting and researching and developing a plan to resolve
26 chronic aircraft faults; monitoring the ALERT, ACMS, AMA, and any
27 future on wing monitoring system and writing maintenance technical
28 service items (MTSIs); following up to ensure the effectiveness of
29 corrective action to chronic faults; maintaining a current list of aircraft
30 status (ETR) and communicating ETR and MEL information to OCC
31 Planning Unit; requesting and remotely directing the work of contract
32 maintenance personnel in non-maintenance stations in accordance with the
33 MPP; updating delay information and DDE entries for non-maintenance
34 stations; making part serviceability determinations for units entered in the
35 SOS system; identifying chronic/rogue components and passing this
36 information to the Reliability Department; alerting the MOC Duty Manager
37 or MOC Manager when mechanical problems arise which adversely affect
38 systems operations; reviewing previous day's mechanical interruptions and
39 following up to ensure a positive final corrective action; providing the
40 point of contact for Engineering Authorization requests by Production in
41 accordance with the MPP and performing any other MOC duties as
42 assigned. Maintaining and controlling CAT II/III aircraft certification and
43 ensuring aircraft remain in compliance. Maintaining the ETOPS Program

1 and ensuring aircraft remain in compliance. Maintaining the compass card
2 records.
3

4 In addition to the work described, it is the primary responsibility of the
5 Maintenance Control Technician assigned to the Field Technical Service
6 bid area to make necessary field service trips to resolve chronic aircraft
7 faults. Additionally other qualified Maintenance Control Technicians may
8 be assigned to make field service trips provided the technician can be
9 returned to his base by the end of his regular shift. Additionally, where
10 directed by the Company, Maintenance Control Technicians may be
11 assigned work associated with developing and writing MELs.
12

13 **Article 5** provisions will not apply. Hours of Service provisions for
14 Maintenance Control technicians will be as follows:
15

16 (A) A standard work day for Maintenance Control Technicians will be
17 eight and-one-half consecutive hours of service per day, inclusive of breaks
18 and any lunch period and exclusive of a shift turnover period. Employees
19 may be required to be available during breaks and lunch. Shift turnovers
20 will be accomplished at the end of each scheduled shift as necessary. Once
21 the shift turnover has been completed the off-going employee will be
22 relieved from duty.
23

24 (B) Maintenance Control Technicians workweek will consist of five
25 (5) work days and two (2) consecutive days off within a workweek. For the
26 purposes of this agreement a workweek will begin at 00:01 Monday and
27 end at 24:00 Sunday. Days off and shifts may be changed by the Company
28 provided at least five (5) days notice is provided except that start times for
29 Field Technical Service may be adjusted according to the needs of service.
30

31 (C) The Company may establish Relief and Rotating schedules.
32 Adjustments to relief and rotating schedules will be per paragraph B above.
33

34 (D) An annual bid for shifts and days off by bid area will be
35 accomplished prior to the annual vacation selection.
36

37 (E) Maintenance Control Technicians schedules and/or shift start times
38 are established by the Company based on the needs of service. Days off for
39 Field Technical Service are normally Saturday/Sunday however, should the
40 Company require weekend coverage a work schedule including weekend
41 coverage may be created and bid in seniority order among those assigned to
42 the affected Field Technical Service bid area.
43

1 (F) Maintenance Control Technicians assigned to the Field Technical
2 Service bid area will accrue compensatory time or at the employee's option
3 be compensated at the applicable overtime rate for all hours worked in
4 excess of eight and-one-half (8 1/2) hours in a day or forty (40) hours in a
5 workweek, excluding compensatory time and/or overtime. Compensatory
6 time is accrued at the applicable overtime rate. Requests for accrued
7 Compensatory time off will be approved based on the needs of service and
8 may be taken in as little as one-hour increments. The maximum number of
9 compensatory hours to be accrued will be two hundred forty (240).
10 Thereafter, no further accrual will be allowed and the employee will be paid
11 at the applicable rate of pay or be scheduled off with pay until the
12 employee's accrued compensatory time drops below the cap of two hundred
13 forty (240) hours.

14
15 **Article 6** applicable provisions apply with the following
16 additions/deletions:

17
18 **Paragraphs G and I will not apply.**

19
20 (L) Overtime for Maintenance Control Technicians assigned to Field
21 Technical Service will be compensated as described in Article 5 paragraph
22 E above.

23
24 (M) Maintenance Control Technicians may occasionally be required to
25 work mandatory overtime as a result of personnel shortage only after all
26 voluntary overtime provisions have been exhausted. In cases where
27 mandatory overtime is necessary, the Maintenance Control Technician with
28 the least seniority whose shift begins or ends closest to the overtime need
29 may be required to work the overtime. No employee will be required to
30 work mandatory overtime in excess of eight and-one-half (8 1/2) hours in a
31 twenty four (24) hour period nor will any employee who has worked sixteen
32 (16) or more continuous hours in a twenty four (24) hour period be required
33 to work mandatory overtime.

34
35 **Article 7** applicable provisions shall apply except for those assigned to
36 Field Technical Service where paragraphs E, J, and K and the following
37 will apply:

38
39 (L) Travel pay for Maintenance Control Technicians assigned to Field
40 Technical Service will be compensated as described in Article 5 paragraph
41 E above.
42

1 **Article 8** applicable provisions shall apply with the following additions:

2
3 Add Maintenance Control Technician to paragraph (A).

4
5 Add additional paragraph to paragraph (B):

6
7 MOC Classification seniority shall be recognized in bidding for shifts and
8 days off, new jobs and in all layoffs, displacements, recalls or primary
9 vacancy transfers involving Maintenance Control Technicians.

10
11 Locations where Maintenance Control Technicians are staffed will be
12 considered as a separate station for the purpose of this agreement.

13
14 Add (Excluding classroom and OJT training for Maintenance
15 Control Technicians) after “ninety (90) work days” on line 13, page 28.

16
17
18 Add to paragraph (G):

19
20 **Maintenance Control Technician Classification:**

21
22 Maintenance Control Technician----- Maintenance Control Technician
23 Inspector*
24 Lead Mechanic*
25 Mechanic*
26

27 Paragraph H page 32, lines 9 through 14 will not apply and the
28 following will apply:

29
30 Maintenance Control Technicians may temporarily upgrade to Maintenance
31 Control Management positions in the Maintenance Operations Control
32 Department for a maximum of sixty (60) workdays in any calendar year and
33 the Company may adjust their shift to other than their assigned shift.
34 Management positions as referred to in this paragraph are understood to be
35 first line supervision only.

36
37 **Article 9** applicable provisions shall apply with the following
38 additions/deletions:

39
40 Add to paragraph A, MOC will be permitted to realign and re-
41 deploy within bid areas under these provisions.
42

1 Paragraphs (B), (D), (E), (G), (L) and (H) and lines 18 through 27 of Article
2 9 will not apply will not apply when awarding MOC positions.
3

4 Paragraph (F) page 40, lines 13 through page 26, will not apply
5 and the following will apply:
6

7 Employees selected for consideration for Maintenance Control Technician
8 will be selected based on their past work record, attitude and job performance,
9 and ability to pass a written and/or oral exam (Department Selection Process);
10 in addition to their ability to meet the minimum qualifications and/or preferred
11 qualifications. The Company agrees that the Union will have representation in
12 the application of the Department Selection Process (See Appendix A to this
13 letter).
14

15 Employees selected will be required to serve a ninety (90) workday
16 probationary period, excluding all classroom and/or OJT training and will be
17 subject to an eighteen month stability period. Employees promoted will be
18 given a minimum of thirty (30) workdays to prove they can perform the work
19 to the satisfaction of the Company.
20

21 Add to paragraph (I):
22

23 Maintenance	Valid A & P license and four (4) years
24 Control	transport or military equivalent
25 Technician	experience working aircraft mechanical
26 systems.	

29 Maintenance	Valid A & P license, one year of
30 Control	technical training or military equivalent
31 (Avionics)	on Aircraft Avionics systems, and four
32 Technician	(4) years transport or military
33	equivalent experience working avionics
34	systems.

36 **Article 11** applicable provisions shall apply with the following
37 additions/deletions:
38

39 Paragraphs C items 2, 3, 6 and J (Lines 31-40) shall not apply.
40

41 Add to paragraph (C);
42

43 10. In MOC, sufficient vacation slots will be made available for
44 Maintenance Control Technicians to take accrued vacation based on the

1 needs of service. Vacation weeks that become available after the vacation
2 bidding process has been completed may be requested and awarded based
3 on seniority.
4

5 Subject to the requirements of the Company, employees covered by this
6 agreement will select their vacation in MOC in accordance with length of
7 service under this agreement. Every effort will be made to allow all
8 vacations during desirable months. Vacation may be taken one (1) week at a
9 time.

10
11 11. DATs may be requested no less than fifteen (15) and no more than
12 thirty (30) days prior to the date desired and will be awarded based on needs
13 of service no earlier than fifteen (15) days prior to the date requested off.
14

15 **Article 17** applicable provisions shall apply with the following additions:
16

17 Paragraph J will be amended by adding the following sentence to the end of
18 the first paragraph:
19

20 The forgoing shall in no way preclude the Company from selecting
21 technicians in Maintenance Control for training based on the individual's
22 needs for additional training as determined by the Company.
23

24 **Article 18** applicable provisions shall apply except for paragraphs
25 associated with wages, which are outlined in Appendix B. The Company
26 will make every effort, subject to required programming, to transition
27 MOC to weekly pay within one hundred twenty (120) days of the effective
28 date of this agreement.
29

30 Wage Notes:

- 31 • 9.53% Key Percentage Rate inclusive of consideration of Shift
32 Turnover and lunch availability
- 33 • Top of scale reached after completing 10 years
- 34 • All MOC Technicians will be placed on the pay step consistent with
35 their MOC Classification Seniority. If an MOC employee's new rate of
36 pay including License is less than their present rate of pay, they will be
37 "Red Circled" until such time as their pay progression exceeds their
38 rate of pay.
39

1 **Add new Letters of Agreement:**

- 2
- 3 1. Letter describing how vacation will be transitioned. (Attached)
- 4
- 5 2. Letter on MOC Pay Seniority (Attached)
- 6 3. Existing MOC COBs. (Attached)
- 7

1 IN WITNESS WHEREOF, the parties have signed this Agreement
2 this 4th day of December, 2000.
3

4 International Association
5 of Machinist and
6 Aerospace Workers
7

US AIRWAYS Inc.
8

9 _____
10 /s/Anthony Giammarco
11 Assistant General
12 Chairman District 141M

13 /s/E. Allen Hemenway
14 Director Labor Relations – Ground

15 **Witnesses:**

Witnesses:

16 _____
17 /s/Victor L. Mazzocco
18 Grand Lodge Representative
19 District 141M

20 /s/Ralph Braden
21 Negotiating Committee

22 _____
23 /s/Joseph Trimble
24 Negotiating Committee

25 /s/Dave Cunningham
26 Negotiating Committee

27 _____
/s/John Kerrighen
Negotiating Committee

/s/Patrick Couse
Negotiating Committee

APPENDIX A:

PRIMARY VACANCY

1. When the Company decides to fill any new or existing vacancy such as a Primary Vacancy. Maintenance Control Technicians who: 1. meet a minimum qualification described herein; 2. have a minimum of eighteen (18) months experience as a Company Maintenance Control Technician; and 3. are not in a stability period; will be eligible to submit a bid for the Primary Vacancy. The Primary Vacancy will be awarded to the senior Maintenance Control Technician who meets the above criteria.
2. Following any internal Primary Vacancy transfer as described above, any secondary vacancy created by the Primary Vacancy transfer award, which the Company decides to fill, will be filled using the Departmental Selection Process as described below.

DEPARTMENTAL SELECTION PROCESS (SECONDARY VACANCY)

1. The Company will establish an interview panel consisting of one (1) MOC manager and one (1) MOC technician. The panel members will attempt to reach a consensus on each candidate's score for each rated area. If consensus cannot be reached, the two (2) panel members' scores will be averaged to determine the candidate's score.
2. The company will establish preferred qualifications as follows:
 - a. Eighteen (18) months experience working in the Company's Maintenance Control, or
 - b. Three (3) years working on the applicable fleet type.
3. Bidders for vacancies in MOC other than described Primary Vacancy above will be considered for interviews in the Department Selection Process. Where there are more than ten qualified bidders meeting the minimum and preferred qualifications, the ten (10) most senior candidates will be considered for the vacancy in the Department Selection Process. Where fewer than ten (10) bidders meet the minimum and a preferred qualification, the Company may consider additional candidates who met the minimums in order to establish a total candidate pool of ten (10) bidders maximum for consideration in the Department Selection Process as follows;

- 1 a. MOC employees that meet the minimums and a preferred
2 qualification.
- 3 b. Other Mechanical and Related employees that meet the minimums
4 and a preferred qualification.
- 5 c. MOC employees that meet the minimum qualifications.
- 6 d. Other Mechanical and Related employees that meet the minimum
7 qualifications.
- 8 e. New employees that meet the minimum qualifications.
9

10 NOTE: Where seniority is used to limit the applicant pool to
11 ten (10) candidates, MOC Seniority, time under the Agreement
12 Seniority and Company Seniority shall be used to sort applicants, in
13 that order.
14

15 Example: Two (2) Maintenance Control Technicians meeting
16 the minimum and a preferred qualification, one (1) Mechanical and
17 Related employee that meeting the minimum and a preferred
18 qualification, two (2) Maintenance Control Technicians meeting the
19 minimum qualifications and twenty (20) Mechanical and Related
20 employees meeting the minimum qualifications apply for a
21 Maintenance Control Technician Vacancy. Only the five (5) senior
22 Mechanical and Related employees that meet the minimum
23 qualifications will be considered for the Department Selection Process.
24 Seniority will be determined per the note above.
25

264. The candidate with the highest score in the Department Selection Process
27 will be awarded the vacancy.
28

- 29 5. Candidates scores in the Department Selection Process will remain on
30 file for twelve (12) months following the completion of their interview.
31 This score may be used should they apply for other vacancies in the
32 same bid area within this twelve (12) month period.
33

1 6. Effective Date. The Effective Date shall be the
2 day following the date the Company is notified by the Union that this
3 Transition and Accretion Agreement has been accepted, except that, pay
4 and related changes will become effective the first Monday of the first pay
5 period following acceptance of this Transition and Accretion Agreement
6 (see appendix B).
7

8 7. Seniority List. The Company and the IAM shall
9 agree to a Quality Assurance Classification Seniority List. The IAM shall
10 then provide to the Company an integrated system seniority list showing all
11 Mechanical and Related Personnel currently on the system seniority list for
12 US Airways, Inc., plus all Quality Assurance Consultants. The Integrated
13 Classification Seniority List, once approved, shall become effective on the
14 Effective Date.
15

16 Quality Assurance employees will receive a time under the agreement
17 seniority date to include any previous time held in any other basic
18 classifications under the Mechanical and Related Agreement. Quality
19 Assurance Consultants will receive a Quality Assurance Consultant Basic
20 Classification Seniority date equal to their pre-existing cumulative time in
21 the Quality Assurance Department.
22

23 8. Application of US Airways-IAM Agreement.
24 On the Effective Date, except as expressly provided in this Transition and
25 Accretion Agreement, the current (October 1995) agreement (CBA)
26 between US Airways and IAM shall be applied in all respects to all
27 Mechanical and Related Personnel on the Integrated Seniority List.
28

29 **Article 1** applicable provisions will apply with the following additions:
30

31 Add to paragraph (B):
32

33 The Company and the Union recognize the important safety sensitive role
34 of the Quality Assurance Consultants and of the importance of assuring that
35 their duties are accomplished in a fair and unbiased fashion, free from
36 outside interference, pressure or coercion. To that end, the Company and
37 the Union agree that Quality Assurance Consultants covered by this
38 Agreement will not be interfered with, restrained, coerced, or discriminated
39 against by the Company, its officers/agents; the Union, its officers/agents or
40 by fellow employees.
41

1 **Article 2** applicable provisions will apply with the following additions:
2

3 Add to paragraph (A):
4

5 Quality Assurance Consultants and Senior Quality Assurance Consultants.
6

7 Add to paragraph (E):
8

9 Supervisory personnel may perform Quality Assurance work when required
10 to meet the needs of service when Quality Assurance Consultants are not
11 immediately available to perform such duties or to evaluate the initial scope
12 and details of a non-conformance issue or as needed for urgent or sensitive
13 high-level events.
14

15
16 Add paragraph (F):
17

18 (F) It is recognized that the types of maintenance audits currently
19 being conducted by Quality Assurance Consultants will continue to be
20 accomplished by Quality Assurance Consultants. It is also recognized that
21 the types of audits currently being conducted by other Company employees
22 and/or other organizations upon the Effective Date of this Letter of
23 Agreement may continue to be accomplished by other Company employees
24 and/or organizations.
25

26 **Article 4** applicable provisions will apply with the following additions:
27

28 Add the following paragraphs:
29

30 (M) Quality Assurance Consultants
31

32 The Quality Assurance Consultant is responsible for compiling
33 objective evidence by conducting interviews, reviewing documentation,
34 observing activities, performing audits, surveillance and investigations to
35 determine whether organizations and/or individuals (management or non-
36 management) are conducting business in accordance with regulations and
37 established policies and procedures. The Quality Assurance Consultant
38 provides direction and recommendations for the resolution of matters of
39 non-conformance through the development of corrective action plans,
40 comprehensive fixes and/or process changes. Based on input from the
41 Quality Assurance Consultant and/or Department's investigation the
42 Company will determine what personnel action is warranted.
43

1 The work of the Quality Assurance Consultant includes, but is not limited
2 to:

3 1. Performing scheduled and unscheduled audits and
4 surveillance of US Airways maintenance operations, maintenance facilities,
5 station fuel facilities, non-maintenance stations, on-call contract
6 maintenance vendors, contract maintenance providers and repair stations,
7 parts distributors and parts suppliers and manufacturers. All aspects of the
8 audit/surveillance process to include report writing, audit response review
9 and acceptance determination, database updating, analysis of the findings,
10 fact based observations and recommendations and formal and informal
11 reporting.

12
13 2. Conducting investigations and surveillance into matters
14 related to non-compliance. All aspects of the investigation/surveillance
15 process to include report writing, comprehensive fix review, database
16 updating, analysis of the findings, fact based observations and
17 recommendations, formal and informal reporting.

18
19 3. Conducting/managing projects as assigned.

20
21 4. Writing/revising manual procedures, audit forms and
22 checklists and work associated with database administration/development as
23 assigned.

24
25 5. Conducting training of other Quality Assurance
26 Consultants as part of the department On the Job Training (OJT) program
27 and assessing the proficiency of the trainee in the course of the OJT
28 program as assigned.

29
30 Additionally, Quality Assurance Consultants may be required to
31 perform duties (for which they are qualified) not described in this paragraph
32 based on the needs of service, provided such work is not in conflict with the
33 scope of work of other Mechanical and Related Personnel.

34
35 (N) Senior Quality Assurance Consultants

36
37 The work of a Senior Quality Assurance Consultant shall be the
38 same as that of a Quality Assurance Consultant and may include the
39 following:

40
41 1. Support, coordination, assigning and prioritizing the work
42 of other Quality Assurance Consultants.
43

1 2. Training of other Quality Assurance Consultants on
2 current departmental policies, auditing/surveillance and investigation
3 principles and techniques and regulatory requirements. Assessing the
4 proficiency of the trainee.
5

6 3. Participation in the Departmental Selection Process.
7

8 4. Representing US Airways' interests at industry meetings
9 and/or participating in industry committees.

10
11 **Article 5** provisions will not apply. Hours of Service provisions for Quality
12 Assurance Consultants will be as follows:
13

14 **(N)** A standard workday for Quality Assurance Consultants will be
15 eight and-one-half (8 1/2) consecutive hours of service per day, inclusive of
16 breaks and exclusive of an unpaid lunch period. However, the normal
17 completion of the Quality Assurance Consultant's duties may include
18 additional time of up to thirty (30) minutes without additional
19 compensation.
20

21 **(O)** Quality Assurance Consultants workweek will consist of five (5)
22 work days and two (2) consecutive days off within a workweek. For the
23 purposes of this agreement a workweek will begin at 00:01 Monday and
24 end at 24:00 Sunday. Days off and shifts may be changed by the Company
25 provided at least five (5) days notice is provided. Less than five (5) days
26 notice may be given in the event of special or unplanned investigations or
27 audits.
28

29 **(P)** The Company may establish Relief and Rotating schedules.
30 Adjustments to relief and rotating schedules will be per paragraph B above.
31

32 **(Q)** Should the Company establish additional shifts and/or days off
33 then at a minimum, an annual bid for shifts and days off by bid area will be
34 accomplished prior to the annual vacation selection.
35

36 **(R)** Quality Assurance Consultant schedules and/or shift start times are
37 established by the Company based on the needs of service. However, with
38 Company approval, Quality Assurance Consultants may start their workday
39 up to two and one half (2 1/2) hours prior to the established shift start time
40 (08:30 as of effective date) on the hour or half hour based on needs of
41 service. Such start time adjustments will be approved annually by bid area
42 prior to the vacation selection process and remain in effect unless change is
43 required based on the needs of service.
44
45

1 (S) Any employee reporting to work when there is temporarily no
2 work due to an Act of God or circumstances over which the Company has
3 no control, shall receive a minimum of four (4) hours pay at the regular
4 hourly rates, unless notified that there will be no work at the close of the
5 last shift he worked, or sixteen (16) hours before the start of his regular
6 work shift, whichever period is shorter.
7

8 **Article 6** applicable provisions apply with the following
9 additions/deletions:

10 Add to paragraph (A).

11 There is no minimum of one (1) hour overtime in Quality Assurance.

12 Add to paragraph (C).

13 Current management Holiday provisions will remain in effect for Quality
14 Assurance Consultants for the remainder of 2002. Effective January 1, 2003
15 the provisions described in Paragraph C of the CBA will apply.
16

17 Paragraphs (E) and (F) will not apply.
18

19 (M) Quality Assurance Consultants may occasionally be required to
20 work mandatory overtime as a result of personnel shortage, workload or
21 other extenuating circumstances. No employee will be required to work
22 mandatory overtime in excess of sixteen (16) hours in a twenty four (24)
23 hour period nor will any employee who has worked sixteen (16) or more
24 consecutive hours in a twenty four (24) hour period be required to work any
25 additional mandatory overtime.
26

27 (N) Quality Assurance Consultants shall be entitled to work overtime
28 as approved when in conjunction with work assignments made by
29 management. Overtime will not commence until thirty (30) minutes after
30 the Quality Assurance Consultant has completed his standard eight and-one-
31 half (8 1/2) hour shift.
32

33 (O) Whenever three (3) or more Quality Assurance Consultants
34 (excluding those in a probationary and/or OJT status) are assigned to a field
35 assignment one (1) will be designated as the project coordinator if a Senior
36 Quality Assurance Consultant is not assigned.
37

38 (P) The Company will make every effort to assign maintenance audits
39 to Quality Assurance Consultants in a manner that will provide for exposure
40
41
42
43

1 to the full range of available assignments based on needs of service,
2 individual qualifications and work experience.
3

4 **(Q)** Quality Assurance Consultants may accrue compensatory time in
5 lieu of overtime. Compensatory time is accrued at the applicable overtime
6 rate. Requests for accrued compensatory time off will be approved based on
7 the needs of service and may be taken in a minimum of four (4) hour
8 increments. The maximum number of compensatory hours to be accrued
9 will be two hundred forty (240) including those accrued in lieu of Holiday
10 pay. Thereafter, no further accrual will be allowed and the employee will be
11 paid at the applicable rate of pay until the employee's accrued
12 compensatory time drops below the cap of two hundred forty (240) hours.
13

14 **Article 7** applicable provisions apply with the following
15 additions/deletions:
16

17 Paragraphs (A) through (I) will not apply.
18

19 Add the following paragraphs:
20

21 **(L)** Quality Assurance Consultants will be reimbursed for normal and
22 customary expenses associated with required travel per Company Policy.
23

24 **(M)** Quality Assurance Consultants required to travel away from the
25 geographic location of their station are compensated for travel time by the
26 most direct route as follows: All traveling on a workday shall be paid at
27 straight time rates, all traveling on a regular day off will be paid at the time
28 and one half (1 ½) rate. Travel time will begin thirty (30) minutes prior to
29 the scheduled flight departure and will include all flight and connecting
30 time and all time spent waiting after the completion of their work
31 assignment, excluding overnights. An additional thirty (30) minutes of
32 travel pay is due after the arrival at their destination only when overnights
33 immediately after their arrival.
34

35 Quality Assurance Consultants will have their itinerary and work schedule,
36 including known overtime, approved by their supervisor or management
37 representative directing the travel before the commencement of the travel.
38

39 **(N)** Quality Assurance Consultants may request a cash advance of up
40 to one hundred dollars (\$100) prior to the commencement of an
41 international field assignment. The Company will make every effort to
42 establish administrative procedures to comply with this provision within
43 thirty (30) days of the effective date of this agreement.
44

1 **Article 8** applicable provisions shall apply with the following additions:
2

3 Add Quality Assurance Consultants including Senior Quality Assurance
4 Consultants to paragraph (A).
5

6
7 Add additional paragraph to paragraph (B):
8

9 Quality Assurance Basic Classification seniority shall be recognized for
10 bidding shifts and days off and in all layoffs, displacements, and in addition
11 to qualifications for new jobs, recalls or primary vacancy transfers
12 involving Quality Assurance Consultants.
13

14 Cities where Quality Assurance Consultants are staffed will be considered
15 as a separate station for the purpose of this agreement.
16

17 Add (Excluding classroom and OJT training for Quality Assurance
18 Consultants) after “ninety (90) work days” on line 23, page 26.
19

20 Add to paragraph (G):
21

22 QUALITY ASSURANCE CONSULTANT CLASSIFICATION:
23

24 Senior Quality Assurance	Senior Quality Assurance
25 Consultants	Consultants
26 Quality Assurance Consultants	Mechanic*

27 *Only if seniority is held and is unable to hold his domicile with his Quality
28 Assurance Consultant Seniority.
29

30 Paragraph (I), page 32, lines 9 through 14 will not apply and the following
31 will apply:
32

33 Quality Assurance Consultants may temporarily upgrade to Quality
34 Assurance Management positions in Quality Assurance for a maximum of
35 ninety (90) work days in any calendar year and the Company may adjust
36 their shift to other than their assigned shift. Management positions as
37 referred to in this paragraph are understood to be first line supervision only.
38

39 **Article 9** applicable provisions shall apply with the following
40 additions/deletions:
41

42 Add to paragraph (C), Quality Assurance will be permitted to realign and
43 re-deploy within bid area(s) under these provisions.

1 Paragraphs (B), (D), (E), (F), (G), (L), (M) and lines 43 through 46 of
2 paragraph (F) of Article 9 will not apply when awarding Quality Assurance
3 positions.
4

5 Paragraph (F) page 41, lines 13 through 26, will not apply and the
6 following will apply:
7

8 Employees selected for consideration for Quality Assurance will be selected
9 based on their past work record, attitude and job performance, and ability to
10 pass a written and/or oral exam (Department Selection Process); in addition to
11 their ability to meet the minimum qualifications and/or preferred
12 qualifications. After the Primary Vacancy (Appendix A) process is completed,
13 vacancies in Quality Assurance will be posted through the Company COB
14 process.
15

16 Employees selected will be required to serve a ninety (90) workday
17 probationary period, excluding all classroom and/or OJT training and will be
18 subject to an eighteen (18) month stability period. Employees promoted will be
19 given a minimum of thirty (30) workdays to prove they can perform the work
20 to the satisfaction of the Company.
21

22 Add to paragraph (I):
23

24 Senior Quality Assurance	Three (3) years experience in the
25 Consultant	Company's Quality Assurance group.

26 Quality Assurance	Three (3) years aviation maintenance
27 Consultant	related experience.

28
29
30 Add to paragraph (J):
31

32 Quality Assurance Consultants may be temporarily upgraded to Senior
33 Quality Assurance Consultants based on the needs of service, qualifications
34 and seniority.
35

36 Add Paragraph (P):
37

38 Bid area(s) will be established by the Company and Quality Assurance
39 Consultants may be cross-utilized between the bid areas.
40

41 Add new paragraph (Q):
42

1 Employees selected for Quality Assurance Consultant positions will begin
2 accruing Quality Assurance Seniority from the day they are awarded the
3 position.
4

5 **Article 11** applicable provisions shall apply with the following
6 additions/deletions:
7

8 Paragraphs (C) items 2, 3, 6 and (J) shall not apply.
9

10 Add to paragraph (E) Line 24:
11

12 10. In Quality Assurance, sufficient vacation slots will be made
13 available for Quality Assurance Consultants to take accrued vacation based
14 on the needs of service. Vacation weeks that become available after the
15 vacation bidding process has been completed may be requested and
16 awarded based on seniority.
17

18 11. Subject to the requirements of the Company, employees covered
19 by this agreement will select their vacation in Quality Assurance in
20 accordance with length of service with the Company. Every effort will be
21 made to allow all vacations during desirable months. Vacation may be taken
22 one (1) week at a time.
23

24 12. DATs may be requested no less than five (5) and no more than
25 fifteen (15) days prior to the date desired and will be awarded based on
26 needs of service no earlier than five (5) days prior to the date requested off.
27

28 **Article 12** applicable provisions shall apply with the following
29 additions/deletions:
30

31 Paragraphs (H) will not apply.
32

33 **Article 13** applicable provisions shall apply with the following additions:
34

35 (E) Quality Assurance Consultant's term pass will be updated to
36 reflect the authority to travel space positive for company business within
37 thirty (30) days of the completion of his probationary period. Positive Space
38 Travel and ticketing will be arranged by the Company prior to the
39 employee's term pass being updated.
40

41 **Article 16** applicable provisions shall apply with the following additions:
42

43 Add to paragraph (E), line 34:
44 Quality Assurance

1 **Article 17** applicable provisions shall apply with the following additions:
2

3 Add to paragraph (D):
4

5 Lab Coats will be made available for Quality Assurance Consultant's use
6 while on field assignments. The Company will make every effort to acquire
7 these Lab Coats within ninety (90) days of the acceptance of this agreement.
8

9 Add to paragraph (L):

10
11 Airport parking passes may be made available to Quality Assurance
12 Consultants required to travel. In instances where parking passes are
13 available, reimbursements for parking expenses will not be made. In cases
14 where parking passes are not available, employees will be reimbursed for
15 reasonable parking expenses.
16

17 Add paragraph (L):

18
19 Quality Assurance Consultants will be provided business cards within thirty
20 (30) days of the completion of their probationary period.
21

22 **Article 18** applicable provisions shall apply except for paragraphs
23 associated with wages, which will be outlined in Appendix B.
24

25 **Article 19** applicable provisions will apply with the following additions:
26

27 Add to paragraph (B) item 3a:

28 Deductions for Quality Assurance Consultants' dues will be made from the
29 employee's first and second paycheck each month.
30

1 IN WITNESS WHEREOF, the parties have signed this
2 Agreement this 31st day of January, 2002.
3
4
5

6 International Association
7 of Machinist and
8 Aerospace Workers
9

US AIRWAYS Inc.

10 _____
11 /s/William Freiberger
12 Assistant General
13 Chairman District 141M
14

/s/E. Allen Hemenway
Director
Labor Relations – Ground

15 **Witnesses:**

Witnesses:

16 _____
17 /s/Howard Dunn
18 Negotiating Committee
19

/s/Gary A. Merrill
Negotiating Committee

20 _____
21 _____
22 /s/Dave Cunningham
23 Negotiating Committee
24

25 _____
26 /s/Juan M. Guichon
27

Negotiating Committee

1 **APPENDIX A:**

2 Quality Assurance Consultant Selection Eligibility Criteria

3
4 A. PRIMARY VACANCY

5
6 When the Company decides to fill any new or existing
7 Quality Assurance Consultant vacancy such vacancy will be posted within
8 Quality Assurance as a Primary Vacancy. Quality Assurance Consultants
9 who: 1. Have a minimum of eighteen (18) months experience as a Company
10 Quality Assurance Consultant; 2. Are not in a stability period; and 3. Have a
11 satisfactory work record will be eligible to submit a bid for the Primary
12 Vacancy. The Primary Vacancy will be awarded to the senior Quality
13 Assurance Consultant who meets the above criteria.

14
15 Following any internal Primary Vacancy transfer, if any, as
16 described above, any secondary vacancy created by the Primary Vacancy
17 transfer award or Senior Quality Assurance Consultant vacancy, which the
18 Company decides to fill, will be filled as described in B below.

19
20 B. SECONDARY VACANCY

21
22 The Company will establish an interview panel consisting of
23 Quality Assurance management and an equal number of trained Senior
24 Quality Assurance Consultant(s). The panel members will attempt to
25 reach a consensus on each candidate's score for each rated area. If
26 consensus can not be reached, the panel members' scores will be
27 averaged to determine the candidate's score. Where there is significant
28 disparity between the panel member's scores which can not resolved by
29 the panel, Human Resources will resolve through another interview.

30
31 The company will establish preferred qualifications as follows:

- 32
33 c. Eighteen (18) months experience working in a Quality Assurance
34 capacity, or
35 d. Three (3) years working in a Lead Mechanic position or higher or a
36 management position in the Company Maintenance Department, or
37 e. Associate Degree or higher in a related field, or
38 f. CASE/ASQ Certification, or
39 e. Valid A&P.

40
41 Employees may be credited with a maximum of (2) preferred qualifications.
42

1 Where there are more than ten qualified bidders meeting the minimum
2 and two (2) of the preferred qualifications, the Company may limit the
3 interviews as follows:
4

- 5 a. Quality Assurance Seniority,
- 6 b. Time under the Agreement Seniority,
- 7 c. Company Seniority,
- 8 d. New employees.
- 9

10 Where fewer than ten (10) bidders meet the minimum and two (2)
11 preferred qualifications, the Company may consider additional candidates in
12 order to establish a candidate pool for consideration as follows:
13

- 14 f. Quality Assurance employees that meet the minimums and one (1)
15 preferred qualifications.
- 16 g. Other Mechanical and Related employees that meet the minimums
17 and one (1) preferred qualifications.
- 18 h. Quality Assurance employees that meet the minimum
19 qualifications.
- 20 i. New employees that meet the minimum qualifications and one (1)
21 preferred qualifications.
- 22 j. Other Mechanical and Related employees that meet the minimum
23 qualifications along with new employees that meet the minimum
24 qualifications.
- 25

26 Example: Two (2) Quality Assurance Consultants meeting
27 the minimum and preferred qualifications, one (1) Mechanical and
28 Related employee meeting the minimum and preferred qualifications,
29 two (2) Quality Assurance Consultants meeting the minimum
30 qualifications and twenty (20) Mechanical and Related employees
31 meeting the minimum qualifications apply for a Quality Assurance
32 Consultant Vacancy. Only the five (5) senior Mechanical and Related
33 employees that meet the minimum qualifications will be considered for
34 the Department Selection Process. Seniority will be determined per B
35 item 3 above.
36

37 The candidate with the highest score will be awarded the
38 vacancy. If two (2) or more candidates have the same score, the senior
39 candidate will be awarded the position.
40

41 Candidate scores will remain on file for twelve (12) months
42 following the completion of their interview. This score may be used
43 should they apply for other Quality Assurance Consultant vacancies
44 within this twelve (12) month period.
45

APPENDIX B:

Quality Assurance Consultant Rates of Pay

- 1
2
3
4
5 • All Quality Assurance Consultants will be placed on the pay step
6 consistent with their Quality Assurance Classification Seniority on the first
7 Monday of the first pay period following the acceptance of this agreement.
8 The Company will accomplish this transition as quickly as possible but no
9 later than ninety (90) days following the acceptance of this agreement, retro
10 pay back to the first Monday of the first pay period following the
11 acceptance of this agreement will also be paid.
12
- 13 • Employees will be limited to a maximum pay increase of 10% when
14 transitioning from their present pay to the pay scale as described above.
15 When this process results in a rate of pay less than the rate of pay the
16 employee's seniority would entitle them to, they will receive a pay increase
17 of up to 10% each six (6) months thereafter until they have reached the
18 proper level.
19
- 20 • If an employee's new rate of pay is less than their present rate of pay,
21 they will be "Red Circled" until such time as their pay progression exceeds
22 their rate of pay.
23
- 24 • Pay step progression will occur on the first Monday of the first pay
25 period following the employee's pay seniority date.
26

1 **Letter of Agreement – Quality Assurance Consultants Vacation**
2 **Transition**

3
4 January 31, 2002
5

6
7
8 Mr. William Freiberger
9 Assistant General Chairman
10 District 141M – IAMAW

11
12 Dear Mr. Freiberger:

13
14 The following will confirm our agreement reached during negotiations for
15 the accretion of Quality Assurance Consultants clarifying how vacation will
16 be transitioned.

17
18 Quality Assurance Consultants will continue using the “current year”
19 accrual method for the remainder of the year 2002.

20
21 Additionally, the Company agrees that Quality assurance Consultants will
22 be entitled to the vacation accruals described in Article 11, paragraphs A
23 and B of the Mechanical and Related Agreement for use in the year 2003.

24
25 Sincerely,

26
27 _____
28 /s/E. Allen Hemenway
29 Director, Labor Relations - Ground

30
31 Agree and concur:

32
33 _____
34 /s/William Freiberger
35 District 141M
36

1 **Letter of Agreement – Fuel Vendor Audits, reassigned to the Quality**
2 **Assurance Consultants Department**
3

4
5 January 31, 2002
6

7
8
9
10 Mr. William Freiberger
11 Assistant General Chairman
12 District 141M – IAMAW
13

14 Dear Mr. Freiberger:
15

16
17 The following will confirm our agreement reached during negotiations that
18 Quality Assurance Consultants will be responsible for Fuel Vendor Audits.
19

20 It is also agreed that the employee currently conducting those audits will be
21 considered to be a Quality Assurance Consultant and will be given Quality
22 Assurance Consultant Classification Seniority for the time he has been
23 conducting these audits.
24

25 The Company will make every effort to physically relocate the employee to
26 the Quality Assurance Group within thirty (30) days of the acceptance of
27 the Transition and Accretion Agreement.
28

29 Sincerely,
30

31 _____
32 /s/E. Allen Hemenway
33 Director, Labor Relations - Ground
34

35 Agree and concur:
36

37 _____
38 /s/William Freiberger
39 District 141M
40

1 begin accruing seniority in the Maintenance Planning Classification on the
2 Effective Date of this agreement.

3
4 There will be no premium seniority for Senior positions.

5
6 12. Application of US Airways-IAM Agreement.

7 On the Effective Date, except as expressly provided in this Transition and
8 Accretion Agreement, the current (October 1995) agreement (CBA)
9 between US Airways and IAM shall be applied in all respects to all
10 Mechanical and Related Personnel on the Integrated Seniority List.

11
12 Article 2 - Applicable provisions will apply with the following additions:

13
14 Add to paragraph (A) in Article 2:

15
16 Maintenance Planner, Technical Documentation Specialists and Senior
17 Maintenance Planners, Senior Technical Documentation Specialists.

18
19 Add to paragraph (D) in Article 2:

20
21 Supervisory personnel may perform covered work when required to meet
22 the needs of service when employees covered by this accretion agreement
23 are not immediately available to perform such duties.

24
25 Article 4 applicable provisions will apply with the following additions:

26
27 Add the following paragraphs to Article 4:

28
29 **(O)** Aircraft Maintenance Planners

30
31 The work of an Aircraft Maintenance Planner may consist of:

- 32 1. Workflow and workload analysis; scheduling of aircraft, engine or
33 shop maintenance
- 34 2. Coordination, scheduling and assignment of maintenance work
35 releases
- 36 3. Analysis and scheduling of new and deferred maintenance
37 requirements
- 38 4. Coordination of activities as required to support the execution of
39 maintenance events and airworthiness directive compliance
- 40 5. Assisting and training new planners and continued On-the-Job
41 Training as necessary
- 42 6. Participation in the Departmental Selection Process (if selected)
- 43 7. Other work within the department as directed
- 44

1 (P) Material Planner

2
3 The work of a Material Planner may consist of:

- 4 1. I.P.C research and new part number setups
- 5 2. Maintaining expendable, repairable and rotatable inventories
- 6 3. Maintaining inventory investment within operating goals
- 7 4. Managing scrap units
- 8 5. Provisioning and managing material requirements for Aircraft and
- 9 Component modification programs
- 10 6. Assisting and training new planners and continued On- the-Job
- 11 Training as necessary
- 12 7. Participation in the Departmental Selection Process (if selected)
- 13 8. Other work within the department as directed

14
15
16 (Q) Material Controller

17
18 The work of a Material Controller may consist of:

- 19 1. Controlling and tracking rotatable, repairable and/or AOG
- 20 material movement
- 21 2. Maintaining records on commitments, allocations and tracking
- 22 of line station replenishment of rotatable components and the
- 23 shipment of line maintenance materials
- 24 3. Maintaining paperwork and control records of borrowed
- 25 and/or loaned and/or robbed parts and/or equipment
- 26 4. Providing material support for all daily base and line
- 27 maintenance operations
- 28 5. Assisting and training new controllers and continued On- the-
- 29 Job Training as necessary
- 30 6. Contacting vendors and purchasing parts after normal business
- 31 hours and on weekends
- 32 7. Participation in the Departmental Selection Process (if
- 33 selected)
- 34 8. Other work within the department as directed

35
36
37 (R) Technical Documentation Specialists

38
39 The work of a Technical Documentation Specialists may consist of:

- 40 1. Developing aircraft maintenance/inspection programs in
- 41 accordance with FAA Airworthiness Directives, approved
- 42 operations specifications, manufacturers' requirements, and
- 43 Maintenance Review Board and US Airways PAB instructions
- 44

2. Preparing and maintaining current and comprehensive indexes of maintenance/inspection programs
3. Revising maintenance programs manuals and job procedure cards to comply with documents and revision request policies set forth in the MPP
4. Assisting and training new specialists and continued On- the- Job Training as necessary
5. Participation in the Departmental Selection Process (if selected)
6. Other work within the department as directed

(S) Senior Aircraft Maintenance Planner, Senior Material Controller, Senior Material Planner or Senior Technical Documentation Specialist

The work of a “Senior” shall be the same as that of the basic classification and may include but is not limited to the following:

1. Support, coordination, assigning and prioritizing the work of other Maintenance Planners or Technical Documentation Specialists
2. Training of other Maintenance Planners or Technical Documentation Specialists on current departmental policies, procedures, operating systems, regulatory requirements and providing assistance and guidance as needed
3. Providing input to employees and/or input (verbal and/or written) to management related to their performance
4. Participation in the Departmental Selection Process (if selected)
5. Any administrative duties as assigned

Article 5 - Provisions will not apply. Hours of Service provisions for Planner/Technical Documentation Specialist will be as follows:

(T) A standard work day for Maintenance Planner/Technical Documentation Specialists will be eight and-one-half (8 1/2) consecutive hours of service per day, inclusive of breaks and inclusive of a 30 minute unpaid lunch period. However, the normal completion of the Maintenance Planner/Technical Documentation Specialist’s duties may include additional time of up to thirty (30) minutes without additional compensation.

1 (U) Maintenance Planner/Technical Documentation Specialists
2 workweek will consist of five (5) work days and two (2) consecutive days
3 off within a workweek. For the purposes of this agreement a workweek will
4 begin at 00:01 Monday and end at 24:00 Sunday. Days off and shifts may
5 be changed by the Company provided at least five (5) days notice is
6 provided.

7
8 (V) The Company may establish Relief and Rotating schedules.
9 Adjustments to relief and rotating schedules will be per paragraph B, C, D
10 and E above.

11
12 (W) At a minimum, an annual bid for shifts and days off by bid area
13 will be accomplished prior to the annual vacation selection.

14
15 (X) Maintenance Planner/Technical Documentation Specialists
16 schedules and/or shift start times are established by the Company based on
17 the needs of service.

18
19 (Y) Work assignments within a bid area may be established by the
20 Company based on the needs of service.

21
22 Qualified employees may be cross-utilized between bid areas listed in
23 paragraph I in the Article 9 section of this letter and subject to the
24 provisions of Article 9 paragraph M of the CBA.

25
26 (B) Any employee reporting to work when there is temporarily no
27 work due to an Act of God or circumstances over which the Company has
28 no control, shall receive a minimum of four (4) hours pay at the regular
29 hourly rates, unless notified that there will be no work at the close of the
30 last shift he worked, or sixteen (16) hours before the start of his regular
31 work shift, whichever period is shorter.

32
33 **Article 6 - Applicable provisions apply with the following**
34 **additions/deletions:**

35
36 Add to paragraph (C).

37
38 Current management Holiday provisions will remain in effect for
39 Planner/Technical Documentation Specialist for the remainder of 2002.
40 Effective January 1, 2003 the provisions described in Paragraph C of the
41 CBA will apply.

42
43 Paragraphs (E), (F) and (H) will not apply.

1 (R) Maintenance Planner/Technical Documentation Specialists may
2 occasionally be required to work mandatory overtime as a result of
3 personnel shortage, workload or other extenuating circumstances. In cases
4 where mandatory overtime is necessary, the employee in the bid area with
5 the least classification seniority whose shift begins or ends closest to the
6 overtime need may be required to work the overtime. No employee will be
7 required to work mandatory overtime in excess of sixteen (16) hours in a
8 twenty four (24) hour period nor will any employee who has worked sixteen
9 (16) or more consecutive hours in a twenty four (24) hour period be
10 required to work any additional mandatory overtime. Employees may be
11 excused from mandatory overtime for verifiable; unavoidable child care
12 problems, medical restrictions or FMLA, which would preclude the
13 employee's assignment of mandatory overtime.

14
15 (S) Maintenance Planner/Technical Documentation Specialists shall be
16 entitled to work overtime as approved when in conjunction with work
17 assignments made by management. Overtime will be paid for all hours
18 worked exclusive of any shift turnover time.

19
20 Overtime shall be distributed as equally as possible among qualified
21 employees in each bid area. Overtime distribution charts will be used to
22 ensure overtime is distributed as equally as possible. The calling and
23 recording of overtime may be assigned to a covered employee.

24
25 (V) Maintenance Planner/Technical Documentation Specialists may
26 accrue compensatory time in lieu of overtime. Compensatory time is
27 accrued at the applicable overtime rate. Requests for accrued compensatory
28 time off will be approved based on the needs of service and may be taken in
29 a minimum of four (4) hour increments. The maximum number of
30 compensatory hours to be accrued will be two hundred forty (240) including
31 those accrued in lieu of Holiday pay. Thereafter, no further accrual will be
32 allowed and the employee will be paid at the applicable rate of pay until the
33 employee's accrued compensatory time drops below the cap of two hundred
34 forty (240) hours.

35
36 **Article 7 - Applicable provisions apply with the following**
37 **additions/deletions:**

38
39 Paragraphs (A) through (D) will not apply.

40
41 Add the following paragraphs:

42
43 (O) Maintenance Planner/Technical Documentation Specialists
44 required to travel away from the geographic location of their station are

1 compensated for travel time by the most direct route as follows: All
2 traveling on a workday shall be paid at straight time rates, all traveling on a
3 regular day off will be paid at the time and one half (1 ½) rate. Travel time
4 will begin thirty (30) minutes prior to the scheduled flight departure and
5 will include all flight and connecting time and all time spent waiting after
6 the completion of their work assignment, excluding overnights. An
7 additional thirty (30) minutes of travel pay is due after the arrival at their
8 destination only when overnighting immediately after their arrival.
9

10 Planner/Technical Documentation Specialist will have their itinerary and
11 work schedule, including known overtime, approved by their supervisor or
12 management representative directing the travel before the commencement
13 of the travel.

14
15 **Article 8 - Applicable provisions shall apply with the following**
16 **additions:**

17
18 Add Maintenance Planners, Maintenance Technical Documentation
19 Specialists and Senior Maintenance Planners and Senior Maintenance
20 Technical Documentation Specialists to paragraph (A).

21
22 Add additional paragraphs to paragraph (B):

23
24 Maintenance Planning/Technical Documentation Specialist Classification
25 seniority shall be recognized in bidding for shifts and days off, in all
26 layoffs, displacements and recalls involving Maintenance
27 Planners/Technical Documentation Specialists.
28

29 Employees exercising their seniority into another bid area as a result of a
30 reduction in force will be required to serve a ninety (90) work day trial period,
31 excluding all classroom and/or OJT training. Employees will be given a
32 minimum of thirty (30) workdays to prove they can perform the work to the
33 satisfaction of the Company. Employees failing to perform the work to the
34 satisfaction of the company will be placed on furlough.
35

36 Add (Excluding classroom and OJT training) after “ninety (90) work days”
37 on line 12, page 28.

38
39 Add to paragraph (G);

40
41 Senior Technical Documentation Specialist.....Technical Documentation
42 Specialist

1 Technical Documentation Specialist.....Technical Documentation
2 Specialist

3
4 Maintenance Planner*

5
6 Senior Maintenance Planner..... Maintenance Planner

7
8 Maintenance Planner.....Maintenance Planner

9 Lead Stock Clerk*

10 Stock Clerk*

11 Lead Utility*

12 Utility*

13
14 Paragraph H page 33, lines 31 through 32 on page 48 and will not apply and
15 the following will apply:

16
17 Maintenance Planners and Technical Documentation Specialists may
18 temporarily upgrade to Management positions for a maximum of ninety
19 (90) work days in any calendar year and the Company may adjust their shift
20 to other than their assigned shift. Management positions as referred to in
21 this paragraph are understood to be first line supervision only.

22
23 **Article 9 - Applicable provisions shall apply with the following**
24 **additions/deletions:**

25
26 Add to paragraph A: Aircraft Maintenance Planner, Material Planner,
27 Material Controller and Technical Documentation bid areas will be
28 permitted to realign and re-deploy within and/or between bid areas under
29 the following provisions:

30
31 When the Company determines, based on the needs of service, that a
32 reduction of employees in a bid area at the location is needed and there is an
33 equal or greater number of positions required in another bid area in that
34 location, the Company may reallocate the manpower utilizing a local
35 realignment. In the event of a local realignment, volunteers in the bid area
36 with the overage will be moved in seniority order to the open positions. In
37 the event there are insufficient volunteers, junior employees in the bid area
38 with the overage will be moved.

39
40 When a change in the allocation of staffing is required between bid areas
41 and there is a reduction in headcount, the junior employees in the
42 classification and location will be abolished. Other employees in bid areas
43 where there exists an overage (who are not junior) will be allowed to bid in
44 seniority order the vacancies created by the abolishment.

1 Paragraphs (B), (D), (E), (F), (G), (I), (L) and (H) lines 18 through 27 of
2 Article 9 will not apply when awarding Aircraft Maintenance Planner,
3 Material Planner, Material Controller and Technical Documentation
4 positions. Additionally, the words “and shop planners” will be struck from
5 lines 31 and 32 on page 48 and the following sentence will be added to
6 paragraph (S): Vacancies in the Maintenance Planning and Technical
7 Documentation areas will be filled through the Department Selection
8 Process (Appendix B).

9
10 Paragraph (F) page 40, lines 13 through 26, does not apply and the
11 following will apply:

12
13 Employees selected for consideration for Maintenance Planning or Technical
14 Documentation Specialist positions will be selected based on their past work
15 record, attitude and job performance, and ability to pass a written and/or oral
16 exam (Department Selection Process, Appendix B); in addition to their ability
17 to meet the minimum qualifications and/or preferred qualifications.

18
19 Employees selected will be required to serve a ninety (90) work day
20 probationary period, excluding all classroom and/or OJT training and will be
21 subject to an eighteen month stability period. Employees promoted will be
22 given a minimum of thirty (30) workdays to prove they can perform the work
23 to the satisfaction of the Company.

24
25 Add to paragraph (I):

26		
27	Maintenance Planner - Aircraft	High School Diploma or
28		equivalent and one (1)
29	Component/Power Plant Shop	of the following: Certificate of
30	Shop/Component Material	completion of accredited
31		aircraft maintenance
32	Base/Base Support Shop	school, possess
33		a two (2) year college degree
34	Base Material	in a aircraft
35		maintenance field, 1 year
36	Line Maintenance Planning	experience in material
37		management or 2 years
38		experience in an aircraft
39	Line Maintenance Planning Support	maintenance and/or flight
40		operations/logistics field.
41		
42	Maintenance Planner - Material Controller	
43	Maintenance Planner - Material Planner	

1	Technical Documentation Specialist:	High School Diploma
2		or equivalent, demonstrated
3		writing skills and knowledge
4		of Federal Aviation
5		Regulations and procedures
6		and one (1) of the following; a
7		valid A and P license or 2
8		years experience in aircraft
9		mechanical maintenance.
10		
11	Senior Maintenance Planner:	2 years experience as a
12		Company Maintenance
13		(including EO/CD and AD
14		positions)Planner
15		
16	Senior Maintenance	2 years experience as a
17		Company Material
18	Planner -Material Controller:	Controller
19		
20	Senior Maintenance	2 years experience as
21	Planner - Material Planner:	a Company Material Planner
22		
23	Senior Technical Documentation	2 years experience as a
24		Company Technical
25	Specialist:	Documentation Specialist.
26		

27 **Article 10 – Applicable provisions will apply.**

28

29 **Article 11 - Applicable provisions shall apply with the following**

30 **additions/deletions:**

31

32 Paragraphs C items 2, 3 and J shall not apply.

33

34 Add to paragraph (C);

35

36 **13.** In Maintenance Planning, Material Planning, Material Control and

37 Technical Documentation, sufficient vacation slots will be made available

38 for Aircraft Maintenance Planners, Material Planners, Material Controllers

39 and Technical Documentation Specialists to take accrued vacation based on

40 the needs of service. Vacation weeks that become available after the

41 vacation bidding process has been completed may be requested and

42 awarded based on seniority.

43

1 **14.** Subject to the requirements of the Company, employees covered
2 by this agreement will select their vacation in accordance with
3 Classification seniority. Every effort will be made to allow all vacations
4 during desirable months. Vacation may be taken one (1) week at a time.
5

6 Article 12 – Applicable provisions will apply with the following
7 additions/deletions:
8

9 Paragraphs (G) and (H) lines 38 through 39 on page 57 will not apply.
10

11 **Article 13 – Applicable provisions will apply.**

12 **Article 14 – Applicable provisions will apply.**

13 **Article 15 – Applicable provisions will apply.**

14 **Article 16 – Applicable provisions will apply.**

15 **Article 17 - Applicable provisions shall apply with the following**
16 **additions:**

17 Paragraph J will be amended by adding the following sentence to the end of
18 the first paragraph:
19

20 The forgoing shall in no way preclude the Company from selecting Aircraft
21 Maintenance Planners, Material Planner, Material Controllers and Technical
22 Documentation Specialists for training based on the individual's needs for
23 additional training as determined by the Company.
24

25 **Article 18 - Applicable provisions shall apply except for differences, which**
26 **are outlined in Appendix A. Additionally, the transition to weekly pay will**
27 **be accomplished within ninety (90) days of the effective date of this**
28 **agreement.**
29

30 **Article 19 – Applicable provisions will apply.**

31 **Article 20 – Applicable provisions will apply.**

32 **Article 21 - On the first day of the first pay period following effective date**
33 **of this agreement, Aircraft Maintenance Planner, Material Planner, Material**
34 **Controller and Technical Documentation Specialist employees shall freeze**
35 **all benefits in their Defined Contribution Retirement Program and will**
36 **begin accruing credited service under the provisions of Article 21.**
37
38
39
40
41
42
43

1 Employees will not receive any credit for past service not under the
2 Mechanical and Related Agreement.
3

4 Add Aircraft Maintenance Planner, Material Planner, Material
5 Controller and Technical Documentation Specialist titles to the Mechanics
6 Column on the Schedule of Benefits Tables on page 85 of the CBA.
7

8 **Article 22 – Applicable provisions will apply.**
9

10 **Article 23 – Applicable provisions will apply.**
11
12
13
14
15

16 IN WITNESS WHEREOF, the parties have signed this
17 Agreement this 22nd day of May, 2002.
18

19 International Association
20 of Machinist and
21 Aerospace Workers
22

US AIRWAYS Inc.

23 _____
24 /s/David Snyder
25 Assistant General
26 Chairman District 141M
27

28 /s/E. Allen Hemenway
29 Director
30 Labor Relations – Ground

31 Witnesses:
32

Witnesses:
33

34 _____
35 /s/Steve Ebert
36 Assistant General
37 Chairman District 141M
38

39 /s/Mark Miner
40 Negotiating Committee
41

42 _____
43 /s/Linda Lantzy
Negotiating Committee

44 /s/Martin Jacobs
Negotiating Committee

45 _____
46 /s/Tim Daudet
Negotiating Committee

47 /s/James Mitterer
Negotiating Committee

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/s/Gene Yost
Negotiating Committee

/s/Bill Dugan
Negotiating Committee

/s/Dave Cunnigham
Negotiating Committee

/s/Dean Morgan
Negotiating Committee

/s/Juan M. Guichon
Negotiating Committee

APPENDIX A:

- 1
- 2
- 3 • All Aircraft Maintenance Planners, Material Planners, Material
- 4 Controllers and Technical Documentation Specialists Employees will
- 5 transition to the pay step closest to but not less than their current rate off
- 6 pay on July 15, 2002. Where an employee’s transition to the new scale
- 7 would result in an increase of more than 10%, such employees will be
- 8 limited to a maximum increase of 10% each 6 months.
- 9
- 10 • The Company will establish a pay seniority date for each existing
- 11 employee. This date will be constructed by using July 15 as the Month and
- 12 Day and the year, which would correspond with their placement on the new
- 13 scale. This constructed date will become their Pay Seniority Date.
- 14
- 15 • If an employee’s present rate of pay is higher than the Top of Scale,
- 16 they will be “Red Circled” until the Top of the pay scale exceeds their rate
- 17 of pay.
- 18
- 19 • License, Pay are not applicable to Maintenance Planners and/or
- 20 Technical Documentation Specialists .
- 21
- 22 • Pay step progression will occur on the first Monday of the first pay
- 23 period following the employee’s pay seniority date.
- 24

1 **APPENDIX B:**
2

3 **BID AREA VACANCY**
4

5 **A. BID AREA IMPROVEMENT**
6

7 Employees in bid areas with multiple shifts (i.e. daylight and
8 afternoon) and/or days off may file a transfer request to improve their shift
9 and/or days off within a bid area and location. Improvement awards will be
10 made to the senior employee with an improvement bid on file at the time of
11 the award. Following bid area improvement any vacancy (which the
12 Company decides to fill) will be filled as follows:
13

14 **B. INTRA-DEPARTMENT TRANSFERS (Excludes Senior Positions)**
15

16 Following Bid Area Improvement (where applicable), employees
17 in departments with multiple bid areas may file a transfer request for any
18 initial vacancy only in their department. Any vacancy (which the Company
19 decides to fill) will be awarded to the senior employee in the department
20 and classification that has a transfer request on file at the time of the award,
21 provided the employee meets the minimum qualifications, is not in a
22 stability or probation period and has satisfactory attendance/performance.
23 An employee awarded a vacancy through the Intra-Department Transfer
24 will be subject to an eighteen (18) month stability period.
25

26 **C. DEPARTMENTAL SELECTION PROCESS**
27

28 Following any Bid Area Improvement and/or Intra-Department
29 Transfer as described in paragraphs A and B above, any vacancy, Senior
30 vacancy or Technical Documentation Specialist vacancy (which the
31 Company decides to fill) will be filled using the Departmental Selection
32 Process as described below.
33

34 1. The Company will establish an interview panel consisting of
35 Maintenance Planner/Material/Technical Documentation management and
36 an equal number of trained Maintenance Planners, Material Planner,
37 Material Controller or Technical Documentation Specialist employees or
38 Seniors as applicable. The panel members will attempt to reach a consensus
39 on each candidate's score for each rated area. If consensus can not be
40 reached, the panel members' scores will be averaged to determine the
41 candidate's score. Where there is significant disparity between the panel
42 member's scores, Human resources will resolve through another interview.
43

1 2. The company will establish and list preferred qualifications when the
2 vacancy is posted. A and P license will be considered as part of the
3 preferred qualifications for Senior Line Maintenance Planner positions.
4 Employees with previous Company senior line maintenance planning
5 experience will be considered as meeting the preferred qualification
6 described above to bid for the position.
7

8 3. Where there are more than ten qualified bidders meeting the minimum
9 and two (2) of the preferred qualifications, the Company may limit the
10 interviews as follows:
11

- 12 e. Maintenance Planner/Technical Documentation Classification
- 13 Seniority,
- 14 f. Time under the Agreement Seniority,
- 15 g. Company Seniority,
- 16 h. New employees.
- 17

18 Where fewer than ten (10) bidders meet the minimum and
19 two (2) preferred qualifications, the Company may consider additional
20 candidates in order to establish a candidate pool for consideration as
21 follows:
22

- 23 k. Maintenance Planner/Technical Documentation employees that
- 24 meet the minimums and one (1) preferred qualifications.
- 25 l. Other Mechanical and Related employees that meet the minimums
- 26 and one (1) preferred qualifications.
- 27 m. Maintenance Planner/Technical Documentation Specialist
- 28 employees that meet the minimum qualifications.
- 29 n. New employees that meet the minimum qualifications and one (1)
- 30 preferred qualifications.
- 31 o. Other Mechanical and Related employees that meet the minimum
- 32 qualifications along with new employees that meet the minimum
- 33 qualifications.
34

35 Example: Two (2) Maintenance Planner/Technical
36 Documentation Specialists meeting the minimum and preferred
37 qualifications, one (1) Mechanical and Related employee meeting the
38 minimum and preferred qualifications, two (2) Maintenance
39 Planner/Technical Documentation Specialists meeting the minimum
40 qualifications and twenty (20) Mechanical and Related employees
41 meeting the minimum qualifications apply for a Maintenance
42 Planner/Technical Documentation Specialist Vacancy. Only the five (5)
43 senior Mechanical and Related employees that meet the minimum

1 qualifications will be considered for the Department Selection Process.
2 Seniority will be determined per B item 3 above.
3

4 4. The candidate with the highest score will be awarded the vacancy. If two
5 (2) or more candidates have the same score, the senior candidate will be
6 awarded the position.
7

8 5. Candidate scores will remain on file for twelve (12) months following
9 the completion of their interview. This score may be used should they apply
10 for other Maintenance Planner/Technical Documentation Specialist
11 vacancies within this twelve (12) month period.
12

1 **Letter of Agreement – Maintenance Planner/Technical Documentation**
2 **Specialist Vacation Transition**

3
4 May 22, 2002
5
6
7
8

9 Mr. David Snyder
10 Assistant General Chairman
11 District 141M – IAMAW
12

13 Dear Mr. Snyder:
14

15 The following will confirm our agreement reached during negotiations for
16 the accretion of Maintenance Planner/Technical Documentation Specialist
17 clarifying how vacation will be transitioned.
18

19 Maintenance Planner/Technical Documentation Specialist will continue
20 using the “current year” accrual method for the remainder of the year 2002.
21

22 Additionally, the Company agrees that Maintenance Planner/Technical
23 Documentation Specialist will be entitled to the vacation accruals described
24 in Article 11, paragraphs A and B of the Mechanical and Related
25 Agreement for use in the year 2003.
26

27 Sincerely,
28

29
30 _____
31 /s/E. Allen Hemenway
32 Director, Labor Relations - Ground

33 Agree and concur:
34

35 _____
36 /s/David Snyder
37 District 141M
38

1 **Letter of Agreement – Maintenance Planner/Technical Documentation**
2 **Carry Over Vacation**

3
4 May 22, 2002
5
6
7

8 Mr. David Snyder
9 Assistant General Chairman
10 District 141M – IAMAW
11

12 Dear Mr. Snyder:
13

14 The following will confirm our agreement reached during discussions
15 describing the options employees have for unused and/or carryover vacation
16 at the end of the year 2002.
17

18 Prior to January 31, 2003, employees with existing Unused and/or
19 Carryover (including Reserve) Vacation Bank balances from 2002 and
20 before must choose one of the following options:
21

- 22 (1) be paid for such balance at the employee's rate of pay on
23 their last active day with the Company prior to retirement
24 or termination; or
25
26 (2) convert the unused and/or carryover vacation to an equal
27 amount of sick time.
28

29 The above conversion will be accomplished on a one time basis and once
30 the selection is made, changes after selection will not be permitted.
31

32 Sincerely,
33

34 _____
35 /s/E. Allen Hemenway
36 Director, Labor Relations - Ground
37

38 Agree and concur:
39

40 _____
41 /s/David Snyder
42 District 141M

ATTACHMENT E
Voluntary Separation in Lieu of Furlough

In any location, classification and bid area where any employee will be involuntarily reduced from the location, classification and bid area, another more senior employee who would have otherwise been unaffected by the reduction, may volunteer for separation. Separation benefits will include the identical benefits as found Article 20, except that such employee will be separated from the Company and will have no further rights under the agreement. Employees who have less than fifteen (15) years of service will receive online pass travel for three (3) years and employees who have completed fifteen (15) years of service will receive lifetime online pass travel.

The methodology for implementing this reduction process would be as follows:

<u>Who</u>	<u>Action</u>
Company	Determines there will be a reduction in force in a location, classification and bid area.
Maintenance	Issues the abolishment paperwork to bring the department to the Administration new required number.
Supervisor	Receives abolishment paperwork and delivers the abolishment notices to the affected employees. This starts the 10-day notice for the abolished employees. Abolished employees are bound by the contractual guideline of returning their signed letter and exercising form within 3 days.
Supervisor	Posts redeployment notification, by classification and shift in the bid area being reduced. Senior employees who are not abolished choose a position or volunteer for the VS program.
Example:	Twelve (12) Plant Maintenance positions being reduced to nine (9). Three (3) junior employees are issued abolishment's. Bid posted for nine (9) positions.

1	Current:		New:	
2	Shift 1	4 mechanics	Shift 1	3 mechanics
3	Shift 2	4 mechanics	Shift 2	3 mechanics
4	Shift 3	4 mechanics	Shift 3	3 mechanics

5
6
7
8

The company posts a bid for nine (9) positions with shift and days off, plus the availability of three (3) Voluntary Separations (VS).

9	Shift 1	Shift 2	Shift 3	VS
10	1.	1.	1.	1.
11	2.	2.	2.	2.
12	3.	3.	3.	3.

13

14 Position selection begins with the most senior employee signing up for his
15 preference, choosing either a shift or electing to Voluntary Separate
16 (maximum of three in this example). This continues until the nine (9)
17 available positions have been bid. For each senior employee who elects to
18 VS, an abolishment notice to the most senior abolished employee is
19 rescinded. If no senior employee signs up for the VS, then the abolished
20 employees are processed per the normal procedure for reductions in force.
21 If three (3) senior employees sign up for the VS, then the three (3) abolished
22 employees are absorbed back into the department and the process is
23 complete. A junior employee issued an abolishment notice is not eligible
24 for VS.

25

26 An employee awarded a VS during this process will be separated from the
27 Company.

28

29 **NOTES:**

30

- 31 1. The VS selection process will not extend the time frame for
32 exercising employees. The clock starts when the employee
33 receives their abolishment/bump notice. There is a 10-day window
34 to work through the VS selection process. The timeframe will not
35 be extended due to employees on any leave, paid or unpaid, such
36 as vacation, sick leave, off sick, occupational injury, etc. An
37 employee who does not bid for the VS program during the
38 established timeframe will be ineligible for the VS program.

39

40	Example: Maint Admin notified of reduction of force	8/1 Monday
41	Abolishment notice faxed to station	8/1 Monday
42	Notice given to employee	8/2 Tuesday
43	3 Working days to return (+2 days)	8/7 Sunday
44	Maint. Admin processes exercise form	8/8 Monday

1	Maint. Admin assigns move / furlough date	8/8 Monday
2	Employee receives letter stating last day	8/9 Tuesday
3	Move / furlough date on or about	8/15 Monday

4
5 VS selection process must be complete and Maintenance Admin
6 must be notified of any VS awards, no later than 8/10. This
7 provides time to rescind notices, create new notices and give
8 enough time to allow each employee affected, to be contacted.
9

- 10 2. An employee selecting VS waives their 10 days notice to coincide
11 with the 10-day notice of the employee initially abolished. In the
12 example above, an employee awarded VS would get their notice
13 on 8/11 stating that their last day is 8/15.
14
- 15 3. Any reduction in headcount due to retirement, resignation or
16 termination that occurs in the affected department during the
17 abolishment process, will reduce the slots available for VS (same
18 as the procedures followed when an employee has received a
19 report date or furlough date).
20
- 21 4. Only employees within the location, classification and bid area
22 where an employee was actually abolished / bumped / furloughed,
23 can apply for the VS option. Examples:
24 A. CLT department 485 reduced from twelve (12) mechanics
25 to nine (9) mechanics. Three (3) CLT 485 mechanics are
26 eligible for VS.
27 1) If three (3) senior mechanics sign up for VS, the
28 process is complete.
29 B. If no one in CLT department 485 signs up for VS and the
30 abolished employees then exercise as follows: two (2)
31 employees exercise into CLT 491 and one (1) exercises
32 into CLT department 431, then:
33 1) Two (2) senior mechanics in CLT 491 are eligible for
34 VS providing two (2) abolishment notices are issued
35 to the two (2) junior employees, and
36 2) One (1) mechanic in CLT 431 is eligible for VS
37 providing one (1) abolishment notice is issued to the
38 most junior employee.
39 C. If no senior employee signs up for VS in CLT 485 and the
40 three (3) employees are the most junior in the station, they
41 are furloughed. No mechanics in other departments
42 would be eligible for VS.
43

- 1 5. All VS selections will be awarded in seniority order, by basic
- 2 seniority.
- 3 6. An employee may submit a Shift / Days off preference sheet for
- 4 VS. An employee awarded VS based on his preference sheet will
- 5 be separated from the Company.
- 6

Accruals on Leave Matrix								
Matrix subject to change based on corporate policy, labor agreement, or statute changes								
	OJI	Medical	Personal	Educational	military	retirement	resignation/ termination	furlough
Vacation	Accrue if in active status >10d for 5d w/w or >8d for 4d w/w	Retain (employee option) no accrual	Pay all accrued no accrual	pay all accrued no accrual	pay all accrued no accrual	pay all accrued	Pay all accrued in Lump Sum	Pay all accrued after severance allowance is exhausted in Lump Sum, no additional accruals
Sick time	Accrue if in active status >10d for 5d w/w or >8d for 4d w/w	no accrual (Must exhaust)	retain balance no accrual	retain balance no accrual	retain balance no accrual	if medical eligible may sell	lose balance remaining	retains accrued, no additional accruals
Seniority	retain and accrue for 3 yrs then deemed to have resigned	retain and accrue for 3 yrs then deemed to have resigned	retain and accrue for 3 yrs then deemed to have resigned	accrue 90 day then retain	retain and accrue	lose balance remaining	lose balance remaining	accrue for 5 years (first 90 for pay) then retain (accrual for pension purposes ceases when severance ends)
Life insurance	Keep for 120 days then emp. pays	31 days then emp. Pays	31 days then emp. pays	31 days then emp. pays	31 days then emp. pays	Lose (employee may Pay)	Can convert with in 30 days	retain for severance period + 90 days (employee pays after 90 days)
Medical/ dental insurance	Keep for 9 months then emp. pays	Keep for 120 days then emp. Pays	Not maintained, can seek coverage at cost	Not maintained, can seek coverage at cost	1st 30 days employee pay portion of costs then at emp cost	employee pays	Employee loses	retain for severance period + 90 days (employee pays after 90 days) then cobra available

Travel Benefits	Unlimited for Medical treatment 1 pass w/I 30 days	Unlimited for Medical treatment 1 pass w/I 30 days	Medical treatments only with supervisor approval	Medical treatments only with supervisor approval	On line passes only	Online and others per travel manual	resign 1 pass for all eligible with in 30 days. Termination none	Unlimited on line passes for all eligible family members (including parents but excluding Companion Passes) for first 3 years from furlough date.
Leave extension	To a max of 3 yrs.	May be granted with medical reports to a max of 3 yrs.	may extend 90 days if requested on official form and approved					
Return to Work	Full duty or Light Duty with medical OK Art. 8. (J)	Required statement of Full duty from Doctor		Advise Company 10 days prior per ART. 10	Advise Company in advance			If recall to primary recall station is refused, employee will lose seniority in that classification. Employees may bid other locations via the automated bid system
Pay step increases	no. Status	no	no	no	no	NA	NA	first 90 days

Swap Overtime Matrix									
Shift Swaps, Overtime and Overlap Issues (excludes all unpaid meal periods)									
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Exceptions	Pay
Regular Shift	700-1500	700-1500	700-1500	700-1500	700-1500	RDO	RDO		40hr @ 1x
Example #1	700-1500	700-1500	700-1500	700-1500	700-1500 Swap off Swap on 1500-2300 OT 2300-700	RDO	RDO		40hr @ 1x and 8hrs @ 1 1/2x
Example #2	700-1500	700-1500	700-1500	700-1500	Swap off	Swap on 700-1500 OT 1500-2300	RDO		40hr @ 1x and 8hrs @ 1 1/2x
Example #3	700-1500	700-1500	700-1500	700-1500	700-1500 Swap off Swap on 1500-2300 OT 2300-300	RDO	RDO		40hr @ 1x and 4hrs @ 1 1/2x
Example #4	700-1500	700-1500	700-1500	700-1500	Swap off	Swap on 700-1500 OT 1500-1900	RDO		40hr @ 1x and 4hrs @ 1 1/2x
Example #5	700-1500	Swap off	700-1500	700-1500	700-1500 and OT 2300- 700	RDO	RDO		32hr @ 1x and 8hrs @ 1 1/2x
Example #6	700-1500	700-1500	700-1500	700-1500	700-1500	Swap on 700-1500 OT 1500-2300	Swap on 700-1500 OT 1500-2300		56hr @ 1x and 8hrs @ 1 1/2x (Sat.) and 8hrs @ 1 1/2x(Sun.)
Example #7	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 1400- 2200	RDO	RDO		40hr @ 1x and 7hr @ 1 1/2x
Example #8	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 1600- 2400	RDO	RDO		40hr @ 1x and 9 hr @ 1 1/2x - No paid Rest
Example #9	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 1430- 2230	RDO	RDO		40hr @ 1x and 7.5hr @ 1 1/2

Example #10	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 1530-2330	RDO	RDO		40hr @ 1x and 8.5hr @ 1 1/2 - No paid Rest
Example #11	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 1500-2300 Leave at 2230 no lunch	RDO	RDO	Not in the Line related bid areas	40hr @ 1x and 8hrs @ 1 1/2x
Example #12	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 0300-0700 come in at 0330 no lunch	RDO	RDO	Not in the Line related bid areas	40hr @ 1x and 4hrs @ 1 1/2x
Example #13	700-1500	700-1500	700-1500	700-1500	700-1500 and Swap on 1400-2200	RDO	RDO		47hr @ 1x
Example #14	700-1500	700-1500	700-1500	700-1500	700-1500 and Swap on 1600-2400	RDO	RDO		49hr @ 1x - No paid Rest
Example #15	700-1500	700-1500	700-1500	700-1500	700-1500 and Swap on 1430-2230	RDO	RDO		47.5hr @ 1x
Example #16	700-1500	700-1500	700-1500	700-1500	700-1500 and Swap on 1530-2330	RDO	RDO		48.5hr @ 1x - No paid Rest

ATTACHMENT H
Shop and Other Areas

BOS	485	PLANT MAINTENANCE
CLT	434	SEAT SHOP
CLT	437C	FACILITY CLEANING/SUPPORT
CLT	437	LAVATORY SHOP
CLT	438	SLIDE SHOP
CLT	462	OXYGEN SHOP
CLT	467	ACCESSORY SHOP
CLT	468C	MACHINE/SUPPORT SHOP
CLT	470	AVIONICS
CLT	472	ELECTRIC
CLT	474	WHEEL/BRAKE
CLT	477	SHOPS/PLANT MTC
CLT	478	CALIBRATION LAB
CLT	479	GROUND COMMUNICATION
CLT	482	COMPOSITE/FLIGHT SURFACE
INT	468	MACHINE SHOP
INT	469	PLATING SHOP
INT	477	SHOPS CLEANING
INT	483	LNDG GEAR/FLAP COMPONENT
INT	485O	PLT MTC/OPERATOR
INT	485	PLANT MAINTENANCE
PIT	426	TOOL ROOM
PIT	432U	HGR 5 SHOPS UTILITY
PIT	434	SEAT SHOP
PIT	437	LAVATORY SHOP
PIT	457F	457 FACILITY/UTILITY
PIT	458	APU SHOP
PIT	471	INSTRUMENT
PIT	472	ELECTRIC SHOP
PIT	473	FLUID SHOP
PIT	475	COMPOSITE SHOP
PIT	477S	SSB FACILITY/UTILITY
ALL		FUEL TANK ENTRY CREW

ATTACHMENT I

Voluntary Separation in Lieu of Furlough

1
2
3
4 In any location, classification and bid area where any employee will be
5 involuntarily reduced from the location, classification and bid area, another
6 more senior employee who would have otherwise been unaffected by the
7 reduction, may volunteer for separation. Separation benefits will include
8 the identical benefits as found Article 20, except that such employee will be
9 separated from the Company and will have no further rights under the
10 agreement. Employees who have less than fifteen (15) years of service will
11 receive online pass travel for three (3) years and employees who have
12 completed fifteen (15) years of service will receive lifetime online pass
13 travel.
14



U·S AIRWAYS

1
2
3 **ADDENDUM A**
4

5 January 11, 2005
6

7 Mr. William O'Driscoll
8 President and Directing General Chairman
9 IAMAW-District 142

10
11 Dear Mr. O'Driscoll:
12

13 The IAM has been in continued discussion with the Company since the
14 Union agreed to submit to membership ratification the final Company
15 proposal dated January 6, 2005. During these discussions the Union and the
16 Company have discussed certain additional enhancements and/or
17 clarifications. This letter will document and formalize these enhancements
18 and clarifications to the Company January 6, 2005 proposal as follows:
19

20 A. Employees who are furloughed as a result of the outsourcing on or
21 before June 1, 2006 will:
22

- 23 1. Be entitled to an additional three months of health and welfare
24 benefits at employee contribution rates (beyond those
25 applicable under normal CBA furlough provisions).
26
- 27 2. If not retirement eligible, be entitled to sell accrued sick leave at
28 the rate described in attachment F of the Company proposal,
29 not to exceed a total dollar amount of \$5,000. An employee
30 who elects to sell their sick leave under these provisions and
31 subsequently returns through a bid or recall they will have any
32 remaining sick leave accrual not sold.
33
- 34 3. Be entitled to lifetime travel space available travel provided they
35 have fifteen or more years of service.
36
- 37 4. Be entitled to Company-provided outplacement services,
38 including resume writing, interviewing skills career counseling
39 and job fair opportunities.
40

1 B. The current Company plan is that the transition to outsourcing for utility
2 work will take place over approximately a three-month period following the
3 effective date of the agreement. PHL will be the first city outsourced, and
4 utility employees in PHL will be offered a fleet service full-time or part-
5 time position in PHL under the specified terms of attachment G of the
6 Company proposal, prior to being involuntarily furloughed as a result of the
7 outsourcing of PHL utility work (This option is possible due to the large
8 number of fleet vacancies in PHL, combined with the increases due from
9 the February flight schedule and the fact that fleet in PHL will have
10 exhausted their recall list).

11
12 Other utility or mechanic and related employees who are furloughed as a
13 result of outsourcing will continue to be subject to the provisions of the
14 Company final proposal under attachment
15 G-Preferential Hiring.

16
17 C. The Company agrees to meet and confer with the union in order to
18 establish rules regarding the implementation of targeted selection for lead
19 mechanic and inspector vacancies. Additionally, any panel interview
20 process set up under targeted selection will include participation by a lead
21 mechanic or inspector from the existing complement.

22
23 D. The Company will meet and confer with the union within five days
24 following the ratification to decide the applicable holidays under the
25 agreement.

26
27 The Company recognizes that outsourcing will result in some furloughs. It
28 is our expectation that by delaying any outsourcing until after 3-1-05 that
29 additional vacancies may be created as a result of an increase in retirements.
30 We further believe that this event, combined with current vacancies, will
31 materially reduce the need for involuntary furloughs.

32
33 These additional provisions in this letter are offered contingent upon
34 ratification of the agreement. As indicated in the original January 6, 2005
35 cover letter, if the agreement is not ratified the Company will implement
36 terms and conditions as it considers appropriate. It is safe to assume that
37 the additional provisions included in this letter will not be implemented. In
38 fact, it is possible the Company's condition in the event of a failed
39 ratification would deteriorate to the point where it might not be
40 economically possible to pay any furlough pay and benefits whatsoever to
41 employees severed as a result of outsourcing.
42

1 Sincerely:
2
3
4 E. Allen Hemenway
5 Vice President, Labor Relations
6 US Airways, Inc.
7

1 **RE: PAY CLASSIFICATION**

2
3 June 3, 2008

4
5 Mr. Bill Freiberger
6 General Chairman
7 IAM District 142

8
9 Dear Mr. Freiberger,

10
11 The following will document our agreement regarding proper placement on
12 the pay scale when upgrading, bidding and/or displacing into positions in
13 different classifications with higher or lower pay scales.

14
15 This letter will also serve to replace the existing letters on Changes in
16 Classification – Pay Scales (page 112) and Pay Scale Changes (page 222) of
17 the mechanic and related January 31, 2005 agreement.

18
19 Employees upgrading, or bidding to a position in a different classification in
20 the same pay grouping, or a higher pay grouping will transition to the step
21 on the new pay scale closest to, but not lower than their current rate of pay.
22 Employees who possess previous seniority in the classification to which
23 they are bidding, will transition to the step on the new pay scale closest to,
24 but not lower than their current rate of pay, or to the appropriate step of the
25 new scale based on their previous pay seniority in that classification,
26 whichever is higher.

27
28 Employees who possess seniority in a lower classification within the same
29 pay grouping, or lower pay grouping and who elect to displace into such
30 classification will transition to the step on the new pay scale the same as the
31 step they currently occupy, or to the appropriate step of the new pay scale
32 based on their previous pay seniority in that classification, whichever is
33 higher.

34
35 Employees who possess seniority in a lower classification in a lower pay
36 grouping and who bid into such classification will transition to the step on
37 the new pay scale based on their seniority in that classification.

38
39 Employees applying for a vacancy into a lower classification in a lower pay
40 grouping and where such employee does not possess seniority in the lower
41 classification will be placed on the beginning step on the new pay scale.

42
43 The following are the pay groupings and classifications from highest to
44 lowest.

1 **Pay grouping I**

2 Mechanic (including Lead, Inspector, and MOC)

3 Quality Assurance (Including Senior)

4 Tech Doc (Including Senior)

6 **Pay grouping II**

7 Planner (all Planners, including Senior)

9 **Pay grouping III**

10 Stores (including Lead)

12 **Pay grouping IV**

13 Utility (including Lead)

14
15 Shift premium and Lead/Senior premium is not included in the pay
16 calculation for determining placement on the pay scale. When bidding from
17 a classification where license premium is
18 applicable and paid to a classification where license premium is not
19 applicable, the license pay will be considered in determining the proper
20 placement on the new pay scale. When bidding from a classification where
21 license premium is not applicable to a classification where license premium
22 is applicable, an amount equivalent to the license premium(s) will be
23 deducted from the employee's current base rate of pay to determine proper
24 placement on the new pay scale. Example 1. A mechanic elects to transfer,
25 or displace (where prior seniority is held) from a mechanic position to a QA
26 position. The mechanic's license pay will be added to his base rate of pay
27 and that rate will be used in determining the placement on the QA scale.
28 Example 2. A QA employee (who holds A/P licenses) elects to transfer
29 from a QA position to a mechanic position where the license pay is
30 applicable. The applicable license premiums in the mechanic position will
31 be deducted from the QA base rate of pay to determine proper placement on
32 the mechanic pay scale. Example 3. A mechanic elects to transfer to an
33 Inspector position (license premium is applicable to both). The mechanic's
34 base rate of pay will be used in determining placement on the Inspector pay
35 scale.

36
37 This agreement is prospective only and does not apply to employees who
38 changed positions prior to the date of this agreement.

39
40 This Letter of Agreement is cancellable by either party with a thirty (30)
41 day written notice. Should either party cancel this Agreement, employees
42 whose placement on the pay scale was determined under the provisions
43 contained herein prior to the effective date of cancellation will be
44 grandfathered.

1
2
3
4
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9
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11
12
13

Agree and concur:

/s/Bill Freiberger
General Chairman
IAM District 142

Sincerely,

/s/E. Allen

Hemenway

Vice President Labor
Relations

Letter of Agreement – Quality Assurance Consultants/Weekly Pay

February 8, 2002

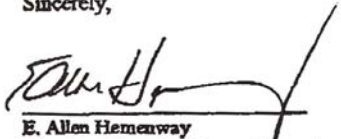
Mr. William Freiberger
Assistant General Chairman
District 141M – IAMAW

Dear Mr. Freiberger:

The following will confirm our agreement reached during negotiations describing the transition of Quality Assurance Consultants to weekly pay.

The Company will transition Quality Assurance Consultants from their current bi-weekly to a weekly pay cycle within ninety (90) days of the effective date the their Transition and Accretion Agreement.

Sincerely,



E. Allen Hemenway
Director, Labor Relations - Ground

Agree and concur:



William Freiberger
District 141M

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