U'S AIRWAYS

AGREEMENT

by and between

US AIRWAYS, INC.

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS



July 18, 2014

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1	AGREEMENT
2 3 4 5	by and between
	US Airways, INC.
6 7 8 9	and the
-	INTERNATIONAL ASSOCIATION OF
10 11 12	MACHINISTS AND AEROSPACE WORKERS
12 13 14	PREAMBLE
15	
16 17	This Agreement is made and entered into this 18 th day of July 2014, in accordance with the provisions of Title II of the Railway Labor Act, as
18	amended, by and between US Airways Inc., the "Company", and the
19 20	International Association of Machinists and Aerospace Workers, the "Union".

1	ARTICLE 1.
2 3 4 5	PURPOSE OF AGREEMENT
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 7	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	The Company and the Union recognize the important safety
21	sensitive role of the Quality Assurance Consultants and of the importance of
22	assuring that their duties are accomplished in a fair and unbiased fashion,
23	free from outside interference, pressure or coercion. To that end, the
24	Company and the Union agree that Quality Assurance Consultants covered
25	by this Agreement will not be interfered with, restrained, coerced, or
26	discriminated against by the Company, its officers/agents; the Union, its
27	officers/agents or by fellow employees.
28	
29	(C) It is understood wherever in this Agreement employees are
30	referred to in the masculine gender, it shall be recognized as referring to
31	both male and female employees.
32	
33	(D) There shall be no discrimination between employees covered by
34 35	this Agreement because of race, creed, color, national origin, or gender.
35 36	(E) Should any part or provision of this Agreement be rendered invalid
37	by reason of any existing or subsequently enacted legislation, such
38	invalidation of any part or provision of this Agreement shall not invalidate
39	the remaining portions thereof, and they shall remain in full force and
40	effect.
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(F) The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in a uniformed service, or status as a disabled veteran.

$ \begin{array}{c} 1 \\ 2 \\ 3 \end{array} $	ARTICLE 2. <u>SCOPE OF AGREEMENT</u>
2 3 4 5 6 7 8 9 10 11 12	(A) The Company recognizes the Union as sole and exclusive bargaining agent for all classes and grades of Mechanical employees of the Company working within the continental limits of the United States and its possessions, including Maintenance Control Technicians (MOC), Senior Quality Assurance Auditors, Quality Assurance Auditors, Senior Technical Documentation Specialists, Technical Documentation Specialists, Senior Planner, Planners, (all classes) Inspectors, Lead Mechanics, Mechanics (all classes), Lead Stock Clerks, Stock Clerks, Lead Utilitymen, and Utilitymen.
12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27	(B) The Company agrees that the following described work, wherever performed, is recognized as coming within the jurisdiction of the International Association of Machinists and Aerospace Workers, and is covered by this Agreement: the making, assembling, erecting, dismantling, and repairing of all machinery, mechanical equipment, engines and motors of all description, including all work involved in dismantling, overhauling, repairing, fabricating, assembling, welding, and erecting all parts of airplanes, airplane engines, avionics equipment, electrical system, heating system, hydraulic system, and machine tool work in connection therewith, including all maintenance, construction and inspection work in and around all shops, hangars, buildings, and including the servicing, cleaning and polishing of airplanes and parts thereof, and the servicing and handling of all ground equipment performed in and about Company shops, Maintenance bases, Aircraft Base Maintenance bases, and Line service stations.
27 28 29 30	Base work will be performed in both CLT and PIT. The Company will continue to utilize the PHX hangar facility for aircraft maintenance.
31 32 33 34 35	The Company may continue to perform unscheduled maintenance in any of the following West locations: ATL, CMH and SEA where mechanics are staffed but not on duty. The Company may contract a local maintenance vendor to perform MEL work inclusive of MEL application and clearance in Hawaiian locations.
36 37 38 39 40	All work in the shops/areas as described in Attachment H, page 203, may be performed by employees covered by this Agreement or, at the Company's discretion, by vendors.
40 41 42 43 44	In locations other than CLT, PHL, PIT, PHX and LAS ground equipment maintenance may be performed by employees covered by this Agreement or, at the Company's discretion, by vendors. In CLT, PHL, PIT, PHX and LAS Ground support equipment maintenance will continue to be

locations in order to perform such maintenance. However, the scope of work to be performed under the terms of this Agreement does not include major overhaul or repair of engines/transmissions or painting of the equipment or any other work for which the Company lacks the equipment, skills or facilities.

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

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

19 The duties of aircraft cleaning, lavatory servicing, potable water 20 servicing, receipt and dispatch, ancillary duties associated with receipt and 21 dispatch, aircraft movement, and operation of ground power units may be 22 performed by employees covered by this Agreement and/or other 23 employees and vendors. In the event that a situation should develop 24 whereby the equipment and facility limitations are not available or 25 sufficient to perform such work, the Company will confer with the Union in 26 an effort to reach an understanding with respect to how the problem is to be 27 resolved. 28

29 In the performance of their duties, employees covered by this **(C)** 30 Agreement shall be governed by Company rules, regulations and orders 31 issued by properly designated authorities of the Company, providing such 32 rules, regulations and orders are not in conflict with the terms and 33 conditions embodied in this Agreement. The Company will, after the 34 signing of this Agreement, cause to be compiled and issued to each present 35 and all new employees the presently applicable conduct rules and 36 regulations, and no such new rules or regulations will be considered 37 effective until copies have been furnished to the Local Committee and 38 conspicuously posted in the working areas at least one (1) week prior to the 39 effective date. In cases where urgent changes are necessary, the Company 40 will notify the Committee and such changes may be posted and become 41 effective immediately thereafter. 42

- 43 (D) Except for instructing employees and assisting in experimental
 44 work, supervisory personnel will perform no work that is covered by this
 45 Agreement. Management employees may assign and/or direct the work of
 46 covered employees where Leads are not readily available.
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Supervisory personnel in Maintenance Control may perform Maintenance Control Technician work when required to meet the needs of service when Maintenance Control Technicians are not immediately available to perform such duties.

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Supervisory personnel may perform Quality Assurance work when required to meet the needs of service when Quality Assurance Consultants are not immediately available to perform such duties or to evaluate the initial scope and details of a non-conformance issue or as needed for urgent or sensitive high-level events.

Supervisory personnel may perform Planner / Technical
Documentation work when required to meet the needs of service when
Planner / Technical Documentation Specialists are not immediately
available to perform such duties.

18 (E) It is recognized that the types of maintenance audits being
19 conducted by Quality Assurance Consultants as of January 31, 2002 will
20 continue to be accomplished by Quality Assurance Consultants. It is also
21 recognized that the types of audits being conducted by other Company
22 employees and/or other organizations as of January 31, 2002 may continue
23 to be accomplished by other Company employees and/or organizations.

4 5 6 7 8 9	(A) It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all Agreements existing or previously executed between the Company and any Union or individual affecting the crafts or classes of employees covered by this Agreement.
10 11 12 13 14 15	(B) It is understood and agreed that this Agreement will be binding upon any successors to the present Corporation insofar as it is legally possible. In the event this is not legally possible, the Company and the Union will meet prior to any change and negotiate all possible protection for the employees.
16 17 18 19 20 21 22 23 24 25 26 27	(C) It is understood and agreed that the Company will not lock out any employees covered hereby, and the Union will not authorize or take part in any strikes, sit downs, slowdowns, or picketing of Company premises during the life of this Agreement until the procedures for settling disputes as provided herein and provided by the Railway Labor Act, as amended, have been exhausted. The Company will not require the employees to cross picket lines of the Company's employees legally established under contractual provisions and the Railway Labor Act on or in front of the premises. The individual or concerted refusal to pass such picket lines shall not constitute grounds for discipline, discharge, lay-off, or be considered a violation of this Agreement.
28 29 30 31 32 33 34 35 36 37 38 39	(D) The Company shall not perform "Struck Work" of Wholly Owned Carriers. "Struck Work" is Mechanic and Related work traditionally and regularly performed by a Wholly Owned Carrier where and during the period the mechanic and related employees of that Wholly Owned Carrier are engaged in a lawful strike, and where the Company has not previously performed the work in question. There shall be no prohibition against a concerted refusal of employees of the Company to perform "Struck Work". Moreover, the Company will not hire employees of Wholly Owned Carriers to perform Mechanic and Related work at the Company during a period when the Company's Mechanic and Related employees are engaged in a lawful strike.
40 41 42 43 44 45 46	(E) The Agreement shall be binding upon the Company and any Successor, defined as a purchaser, assignee or transferee of all or substantially all of the assets or stock of the Company or US Airways Group. Neither the Company nor US Airways Group shall enter into an agreement with a Successor which creates a Successor Transaction unless the Successor agrees, in writing, as a prior condition of the Successorship Transaction, to cause the Company and US Airways Group to continue to

ARTICLE 3. STATUS OF AGREEMENT

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47 be bound by the Agreement, as it may be amended pursuant to the

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

1 2 3 4 5 6 7 8 9 If a Successor is an air carrier, and the Successor conducts an operational merger between the Company and the Successor or another air carrier, then the Successor will provide the Company employees with a seniority integration governed by Sections 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provision.

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ARTICLE 4. CLASSIFICATION AND WORK REQUIREMENTS

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(A)

Maintenance Control Technician

The work of a Maintenance Control Technician shall consist of any and all work generally recognized as Maintenance Control Technician's work in or about the maintenance control area. The Maintenance Control Technician provides the central point of contact to coordinate aircraft maintenance for all locations and supports the minute-to-minute operation 11 of the fleet to which he is assigned. He surveys and analyzes mechanical 12 and operational performance of assigned fleet(s) or system(s). He provides 13 technical evaluation and recommendations for resolution of maintenance 14 problems including but not limited to: oversight and coordination; 15 communication with employees and/or vendors both inside and outside the 16 Company. 17

18 The work of a Maintenance Control Technician includes but is not 19 limited to: providing technical support for assigned fleet for Dispatcher, 20 Pilots, Mechanics, and other personnel as required; administering the 21 MEL/CDL process in accordance with the current Maintenance Policies & 22 23 Procedures (MPP); coordinating parts and tooling movement and manpower 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 point 40 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 44 and ensuring aircraft remain in compliance. Maintaining the compass card 45 records.

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1 In addition to the work described, it is the primary responsibility of 23456789 the Maintenance Control Technician assigned to the Field Technical Service bid area to make necessary field service trips to resolve chronic aircraft faults. Additionally other gualified Maintenance Control Technicians may be assigned to make field service trips provided the technician can be returned to his base by the end of his regular shift. Additionally, where directed by the Company, Maintenance Control Technicians may be assigned work associated with developing and writing MELs.

(B) Inspector

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

The work of an Inspector shall also include all inspection of materials, parts and subassemblies as necessary. Inspectors will be selected in accordance with the seniority provisions of this Agreement from the 20 Mechanic or higher classification and will not supervise or direct the working force. Inspectors must be capable of performing inspection work in 22 23 a satisfactory manner and must hold valid certificates as required by Federal law to fulfill their duties. 24

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

(C) Lead Mechanic

32 The work of a Lead Mechanic shall be the same as that of a 33 Mechanic and, in addition, he shall be the employee who assigns, directs 34 and approves the work of Mechanics. In addition, he may be required to 35 assign and direct the work of Utilitymen when there is an insufficient 36 number of Utilitymen on duty to justify a Lead Utilityman. Lead Mechanics 37 may be required to sign for their own work and the work of others in their 38 group provided, however, that such signing shall not relieve any other 39 member of his group from responsibility for the work he performed or from 40 being required to sign appropriate work records. Lead Mechanics will be 41 responsible for the completion of paper work and reports in connection with 42 their normally assigned duties.

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44 A Lead Mechanic in Base Maintenance and Shops shall be 45 maintained on duty when three (3) or more Mechanics are on duty on a shift 46 in a shop, department, hangar, or facility. In no case will a Lead Mechanic's 1 group in Base Maintenance and Shops consist of more than twelve (12) employees. In the Line Maintenance areas a Lead will be required when there are four (4) or more employees on duty on a shift in a shop. department, hangar, or facility. In no case will a Lead Mechanic's group in Line Maintenance consist of more than eighteen (18) employees.

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2 3 4 5 6 7 8 9 10 Lead Mechanics must hold valid Federal licenses as required by Federal law to fulfill their duties. The formulation and distribution of work cards by Planners to Mechanics will not be considered a violation of this paragraph, provided such work is confined to the Maintenance Check and 11 Aircraft Base Maintenance. A Lead Mechanic charged by the FAA with a 12 violation(s) of FAR's, on the basis of work that the Company verifies is 13 signed off but not performed by the Lead Mechanic, then, upon request, the 14 Company will provide assistance, including legal assistance if necessary, to 15 the Lead Mechanic for the defense of the violation(s) and be responsible for 16 the payment of any fine imposed on the Lead Mechanic; provided that the 17 Company believes that the charges are unjustified and that the Lead 18 Mechanic should not be fined. The Company will consult with the District 19 Lodge Flight Safety Representative concerning this matter, upon the request 20 of the Union. 21 22

(D) Mechanic

24 The work of a Mechanic may consist of any and all work generally 25 recognized as Mechanic's work performed on or about an aircraft, including 26 the servicing of the aircraft in or about shops, Maintenance bases, Company 27 buildings or equipment wherever located, including, but not limited to, 28 mechanical work involved in the dismantling, overhauling, repairing, 29 fabricating, assembling, welding, and erecting all parts of airplanes, airplane 30 engines, avionics equipment, instruments, electrical systems, heating 31 systems, hydraulic systems, automotive equipment, and machine tool work 32 in connection therewith, including all general building maintenance and 33 construction work. 34

35 A Mechanic will be responsible for the completion of paper work 36 and reports in connection with his normal assigned duties.

38 The Company may require bidders for Mechanic vacancies in Line 39 Maintenance to possess aircraft and engine licenses and/or a general radio 40 telephone operator's license. 41

42 Line Avionics Maintenance personnel may be assigned to assist 43 with other mechanical related work as required to meet the needs of the 44 service at Line and Line Maintenance "C" Check stations.

(E) <u>Interior Mechanic</u>

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

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(F) <u>Senior Quality Assurance Consultants</u>

The work of a Senior Quality Assurance Consultant shall be the same as that of a Quality Assurance Consultant and may include the following:

- 1. Support, coordination, assigning and prioritizing the work of other Quality Assurance Consultants.
- 2. Training of other Quality Assurance Consultants on current departmental policies, auditing/surveillance and investigation principles and techniques and regulatory requirements. Assessing the proficiency of the trainee.
- 3. Participation in the Departmental Selection Process.
- 4. Representing US Airways' interests at industry meetings and/or participating in industry committees.
- (G) <u>Quality Assurance Consultants</u>

30 The Quality Assurance Consultant is responsible for compiling objective 31 evidence by conducting interviews, reviewing documentation, observing 32 activities, performing audits, surveillance and investigations to determine 33 and/or individuals (management or whether organizations non-34 management) are conducting business in accordance with regulations and 35 established policies and procedures. The Quality Assurance Consultant 36 provides direction and recommendations for the resolution of matters of 37 non-conformance through the development of corrective action plans, 38 comprehensive fixes and/or process changes. Based on input from the 39 Quality Assurance Consultant and/or Department's investigation the 40 Company will determine what personnel action is warranted.

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The work of the Quality Assurance Consultant includes, but is not limited
to:

45 1. Performing scheduled and unscheduled audits and surveillance
46 of US Airways maintenance operations, maintenance facilities, station fuel
47 facilities, non-maintenance stations, on-call contract maintenance vendors,

1 contract maintenance providers and repair stations, parts distributors and 2 3 4 5 6 7 8 9 10 parts suppliers and manufacturers. All aspects of the audit/surveillance process to include report writing, audit response review and acceptance determination, database updating, analysis of the findings, fact based observations and recommendations and formal and informal reporting.

Conducting investigations and surveillance into matters 2. related to non-compliance. All aspects of the investigation/surveillance process to include report writing, comprehensive fix review, database analysis of the findings, fact based observations updating. and recommendations, formal and informal reporting.

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3. Conducting/managing projects as assigned.

4. manual procedures. Writing/revising audit forms and checklists and work associated with database administration/development as assigned.

Conducting training of other Quality Assurance Consultants as 5. part of the department On the Job Training (OJT) program and assessing the proficiency of the trainee in the course of the OJT program as assigned.

Additionally, Quality Assurance Consultants may be required to perform duties (for which they are qualified) not described in this paragraph based on the needs of service, provided such work is not in conflict with the scope of work of other Mechanical and Related Personnel.

(H) 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:

- Support, coordination, assigning and prioritizing the work of other 1. 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)
- Any administrative duties as assigned 5.
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(I) Technical Documentation Specialists

1	(I)	Technical Documentation Specialists
2 3	The wor	k of a Technical Documentation Specialists may consist of:
4	The wor	k of a Technical Documentation Specialists may consist of.
5	1.	Developing aircraft maintenance/inspection programs in
6		accordance with FAA Airworthiness Directives, approved
7		operations specifications, manufacturers' requirements, and
8		Maintenance Review Board and US Airways PAB instructions
9	2.	Preparing and maintaining current and comprehensive indexes of
10 11	2	maintenance/inspection programs
12	3.	Revising maintenance programs manuals and job procedure cards to comply with documents and revision request policies set forth in
12		the MPP
14	4.	Assisting and training new specialists and continued On- the-Job
15	••	Training as necessary
16	5.	Participation in the Departmental Selection Process (if selected)
17	6.	Other work within the department as directed
18		•
19	(J)	Aircraft Maintenance Planners
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21 22	The wor	k of an Aircraft Maintenance Planner may consist of:
$\bar{23}$	1.	Workflow and workload analysis; scheduling of aircraft, engine or
24		shop maintenance
25 26	2.	Coordination, scheduling and assignment of maintenance work
26		releases
27	3.	Analysis and scheduling of new and deferred maintenance
28		requirements
29	4.	Coordination of activities as required to support the execution of
30	-	maintenance events and airworthiness directive compliance
31 32	5.	Assisting and training new planners and continued On-the-Job
32 33	6	Training as necessary Participation in the Departmental Selection Process (if selected)
33 34		Other work within the department as directed
35	/.	other work within the department as directed
36	(K)	Material Planner
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38	The wor	k of a Material Planner may consist of:
39		·
40	1.	I.P.C research and new part number setups
41	2.	Maintaining expendable, repairable and rotable inventories
42	3.	Maintaining inventory investment within operating goals
43	4.	Managing scrap units
44	5.	Provisioning and managing material requirements for Aircraft and
45	-	Component modification programs
46 47	6.	Assisting and training new planners and continued On- the-Job
4/		Training as necessary

- 7. Participation in the Departmental Selection Process (if selected)
- 8. Other work within the department as directed

(L) <u>Material Controller</u>

The work of a Material Controller may consist of:

- 1. Controlling and tracking rotable, repairable and/or AOG material movement
- 2. Maintaining records on commitments, allocations and tracking of line station replenishment of rotable components and the shipment of line maintenance materials
 - 3. Maintaining paperwork and control records of borrowed and/or loaned and/or robbed parts and/or equipment
- 4. Providing material support for all daily base and line maintenance operations
- 5. Assisting and training new controllers and continued On- the-Job Training as necessary
- 6. Contacting vendors and purchasing parts after normal business hours and on weekends
- 7. Participation in the Departmental Selection Process (if selected)
- 8. Other work within the department as directed

(M) Lead Stock Clerk

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

(N) <u>Stock Clerk</u>

The work of a Stock Clerk shall consist of storeroom work. 37 including receiving, shipping, checking, inspecting, issuing, inventorying, 38 storing, and warehousing of supplies, equipment and materials, the 39 operation of stores equipment, the preparation and maintenance of required 40 records and reports, and other storeroom work, and to include the inventory 41 portion of the field audit at all Maintenance locations. AOG parts may be 42 transported by Stock Clerks or, at the discretion of the Company, by 43 vendors or other employees of the Company not covered by this 44 Agreement. 45

46 The Company will reimburse an employee for any co-pay required 47 to obtain a required DOT physical up to the maximum co-pay required

Article 4

under the Company's health care benefits for such physical. (Required every 2 years)

(0) Lead Utilityman

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 \end{array}$ The work of a Lead Utilityman shall be the same as that of a Utilityman and, in addition, he shall be the employee who assigns, directs and approves the work of Utilitymen. On each shift where three (3) or more Utilitymen are on duty, at least one (1) of them shall be a Lead Utilityman. The working group assigned to a Lead Utilityman shall consist of not more 11 than eighteen (18) Utilitymen. A Lead Utilityman will not be required 12 where there are three (3) Utilitymen on duty for one (1) shift during a week 13 as a result of days off rotation. When no Lead Utilityman is required, 14 Utilitymen will be assigned to a Lead Mechanic on the same shift, shop and 15 department, provided that the Lead Mechanic's ratio is not exceeded. A 16 Lead Utilityman will be responsible for the completion of paper work and 17 reports in connection with his normally assigned duties. The formulation 18 and distribution of work cards by Planners to Utilitymen will not be 19 considered a violation of this paragraph, provided such work is confined to 20 the Maintenance Check and Aircraft Base Maintenance. 21

(P) Utilityman

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

34 If the number of Leads on a shift, within a bid area, exceeds the **(O)** 35 number required, the senior Lead on duty will be utilized as the Lead and the junior Lead on duty may be assigned to work in the Basic Classification as part of the crew.

39 **(R)** Any employee may be assigned to driving Company equipment 40 without a reduction in pay. However, the minimum hourly rate for truck 41 driving shall be five cents (\$.05) per hour above the highest Utilityman's 42 rate and for a period of not less than four (4) hours, except when so 43 assigned for less than one (1) hour.

45 **(S)** Employees may be assigned other work for which they are 46 qualified (e.g. mechanics performing DQC). Employees may be required to 47 perform duties in lower classifications (lavatory and airsickness excluded)

Article 4

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(T) Employees not covered by this Agreement may perform receipt and dispatch duties including ancillary duties associated with receipt and dispatch in any location.

12345678Deicing may be performed by vendors or other employees of the **(U)** Company.

1	ARTICLE 5.			
2 3	HOURS OF SERVICE			
5 4 5	4 Inspector / Mechanic / Stock Clerk / Utility			
6 7 8 9	(A) The standard workday (shift) shall be eight-and-one-half (8 1/2) consecutive hours, inclusive of a one-half (1/2) hour unpaid meal period. No employee will be required to keep more than one (1) time card during a shift.			
10 11 12 13 14 15 16 17	Where the Company determines the use of ten (10) hour or greater shifts is productive work, such shifts may be implemented in any location or bid area within a location where the Company and the Union mutually agree. The Company may at its sole discretion, discontinue the use of shifts more than eight and one-half (8 1/2) hours in any location or bid area within a location, with a sixty (60) day posted notice to the membership.			
18	Where four (4) day weeks are utilized:			
19 20 21 22 23 24 25	Ten and one-half $(10 \ 1/2)$ consecutive hours, inclusive of an unpaid meal period not to exceed thirty (30) minutes, shall constitute a work day. Forty (40) hours, consisting of four (4) ten and one-half (10 $1/2$) hour days, midnight Sunday to midnight Sunday, shall constitute the work week.			
26	Twelve and one-half (12 1/2) hour work day:			
27 28 29 30 31 32 33 34	Twelve and one-half (12 1/2) consecutive hours, inclusive of an unpaid meal period not to exceed thirty (30) minutes, shall constitute a work day. The employee work schedule will consist of a four (4) day-on, four (4) day-off work schedule, or a three (3) day-on, three (3) day-off work schedule. The work week shall be midnight Sunday to midnight Sunday.			
35 36 37 38 39	(B) Five (5) consecutive workdays as described above, midnight Sunday to midnight Sunday, shall constitute a standard work week. Employees shall be granted two (2) consecutive days off in each work week or Sunday in one work week and Monday in the following work week.			
40 41 42 43	All employees will be allowed a five (5) minute cleaning up period at the end of each shift, which an employee can use for wash up, and changing clothes.			
44 45 46	All employees who are not assigned to the Line at the terminals will be allowed a twelve (12) minute rest period during the first (1st) half of their shift and twelve (12) minute rest period during the last half of their			

shift for the purpose of relaxation, smoking, etc. Employees who work the Line will be allowed reasonable breaks as time will permit. Employees will be permitted to smoke only in Company designated smoking areas.

(C) Where three (3) standard eight and one-half (8 1/2) hour shifts are employed, the starting time of the first shift will not be earlier than 0600 and not later than 0800, the second (2nd) shift will start no earlier than thirty (30) minutes prior to the end of the first (1st) shift and the third (3rd) shift will start no earlier than thirty (30) minutes prior to the end of the second (2nd).

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

(D) Where three (3) standard shifts are maintained, the Company may establish additional shifts to meet the needs of service. Any change of more than one (1) hour from an original starting time not accomplished by a realignment or redeployment shall call for a bulletin of all jobs affected, and affected employees may exercise their seniority in accordance with the Agreement.

Shift starting times shall be either on the hour or on the quarterhour. In establishing additional shifts at Line Maintenance stations, it shall not operate to cause any reduction of force of an employee who is covered by this Agreement.

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

34 **(F)** No employee will be called to work or be required to report to 35 work for a shift of less than eight (8) hours or pay therefore. Any employee 36 called to work or permitted to come to work when there is temporarily no 37 work due to an Act of God or circumstances over which the Company has 38 no control, shall receive a minimum of four (4) hours pay at the regular 39 hourly rates, unless notified that there will be no work at the close of the 40 last shift he worked, or sixteen (16) hours before the start of his regular 41 work shift, whichever period is shorter. 42

(G) Employees working a standard shift will be allowed an unpaid
meal period not to exceed thirty (30) minutes within the limits of the fourth
(4th) and fifth (5th) hours of the shift. Such employees who, because of the
needs of the service, are required to take their meal period outside the limits
of the fourth (4th) and fifth (5th) hours will be allowed a thirty (30) minute

1 meal period as close to the regular meal period as possible. Every 2 3 4 5 6 7 8 9 10 reasonable effort will be made to allow all employees to take their meal period as scheduled. Only those who must take their meal period outside the limits of the fourth (4th) and fifth (5th) hours will be paid an additional thirty (30) minutes at the straight time rate.

Employees working a scheduled shift longer than the standard shift **(H)** shall be granted an uninterrupted thirty (30) minute unpaid meal period during the middle third of the shift, operation permitting. If the scheduled meal period must be taken outside the middle third of the shift, the employee will be paid an additional thirty (30) minutes at the straight time 12 rate or, operation permitting and at the Company's approval, be released 13 thirty (30) minutes early. 14

15 Any employee given a rest period of less than seven and one-half **(I)** 16 (7 1/2) hours due to shift rotation shall be paid at the overtime rate for the 17 first (1st) shift worked after such rotation. 18

19 Employees who work in a location that changes to Daylight **(J)** 20 Saving's Time will on the date and shift that Daylight Savings Time goes 21 into effect work their regularly scheduled number of hours. Employees who 22 work in a location that changes from Daylight Saving's Time will on the 23 date and shift that Standard Time goes into effect be required to work one 24 hour in addition to their regularly scheduled workday, and will be 25 compensated for the additional hour at the applicable overtime rate. If the 26 Company determines that less than a full crew is required during the last 27 hour of the shift, it may offer employees the opportunity to leave early in 28 classification seniority order. 29

30 **(K)** Not withstanding any other provisions of this agreement, 31 employees in a Lead classification may be scheduled to start their shifts 32 fifteen (15) minutes prior to the normal shift starting times for that location. 33 As the result of this provision leads may be required to lead and direct 34 employees on this shift, and the Lead to Mechanic ratio will not apply 35 during this fifteen (15) minutes.

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37 38 (L) Maintenance Control Technician (MOC) Classification:

39 (1)Α standard work day for Maintenance Control 40 Technicians will be eight and-one-half (8 and 1/2) consecutive hours of 41 service per day, inclusive of breaks and any meal period and exclusive of a 42 shift turnover period.

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44 Employees may be required to be available during breaks and lunch. Shift 45 turnovers will be accomplished at the end of each scheduled shift as 46 necessary. Once the shift turnover has been completed the off-going 47 employee will be relieved from duty.

(2) Maintenance Control Technicians workweek will consist
 of five (5) work days and two (2) consecutive days off within a workweek.
 For the purposes of this agreement a workweek will begin at 00:01 Monday
 and end at 24:00 Sunday. Days off and shifts may be changed by the
 Company provided at least five (5) days notice is provided except that start
 times for Field Technical Service may be adjusted according to the needs of
 service.
 Where the Company determines the use of ten (10) hour or greater
 shifts is productive work, such shifts may be implemented in any location or

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

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Where four (4) day weeks are utilized:

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

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

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

(3) The Company may establish Relief and Rotating schedules. Adjustments to relief and rotating schedules will be per paragraph B above.

35 (4) An annual bid for shifts and days off by bid area will be
 36 accomplished prior to the annual vacation selection.
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38 (5) Maintenance Control Technicians schedules and/or shift 39 start times are established by the Company based on the needs of service. 40 Days off for Field Technical Service are normally Saturday/Sunday 41 however, should the Company require weekend coverage a work schedule 42 including weekend coverage may be created and bid in seniority order 43 among those assigned to the affected Field Technical Service bid area. 44

45 (6) Maintenance Control Technicians assigned to the Field 46 Technical Service bid area will accrue compensatory time or at the 47 employee's option be compensated at the applicable overtime rate for all hours worked in excess of eight and-one-half (8 1/2) hours in a day or forty
(40) hours in a workweek, excluding compensatory time and/or overtime.
Compensatory time is accrued at the applicable overtime rate. Requests for
accrued Compensatory time off will be approved based on the needs of
service and may be taken in as little as one-hour increments. The maximum
number of compensatory hours to be accrued will be two hundred forty
(240). Thereafter, no further accrual will be allowed and the employee will
be paid at the applicable rate of pay or be scheduled off with pay until the
employee's accrued compensatory time drops below the cap of two hundred
forty (240) hours.

(M) Quality Assurance Classification:

(1) A standard workday for Quality Assurance Consultants will be eight and-one-half (8 1/2) consecutive hours of service per day, inclusive of breaks and an unpaid meal period.

(2) Quality Assurance Consultants workweek will consist of five (5) work days and two (2) consecutive days off within a workweek. For the purposes of this agreement a workweek will begin at 00:01 Monday and end at 24:00 Sunday. Days off and shifts may be changed by the Company provided at least five (5) days notice is provided. Less than five (5) days notice may be given in the event of special or unplanned investigations or audits.

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

Where four (4) day weeks are utilized:

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

40 Twelve and one-half (12 1/2) hour work day: 41

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

(3) The Company may establish Relief and Rotating schedules. Adjustments to relief and rotating schedules will be per paragraph (M) 2.

(4) Should the Company establish additional shifts and/or days off then at a minimum, an annual bid for shifts and days off by bid area will be accomplished prior to the annual vacation selection.

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(5) Quality Assurance Consultant schedules and/or shift start times are established by the Company based on the needs of service. However, with Company approval, Quality Assurance Consultants may start their workday up to two-and-one-half (2 1/2) hours prior to the established shift start time on the hour or half hour based on needs of service. Such start time adjustments will be approved annually by bid area prior to the vacation selection process and remain in effect unless change is required based on the needs of service.

(6) Any employee reporting to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, shall receive a minimum of four (4) hours pay at the regular hourly rates, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift, whichever period is shorter.

(N) Planner / Technical Documentation Specialists classifications:

(1) 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 thirty (30) minute unpaid meal period.

(2) Maintenance Planner/Technical Documentation
Specialists workweek will consist of five (5) work days and two (2)
consecutive days off within a workweek. For the purposes of this agreement
a workweek will begin at 00:01 Monday and end at 24:00 Sunday. Days off
and shifts may be changed by the Company provided at least five (5) days
notice is provided.

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

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46 Where four (4) day weeks are utilized:

1 Ten and one-half (10 1/2) consecutive hours, inclusive of an 2 3 4 5 6 7 8 9 10 unpaid meal period not to exceed thirty (30) minutes, shall constitute a work day. Forty (40) hours, consisting of four (4) ten and one-half (10 1/2) hour days, midnight Sunday to midnight Sunday, shall constitute the work week. Twelve and one-half $(12 \ 1/2)$ hour work day: Twelve and one-half $(12 \ 1/2)$ consecutive hours, inclusive of an unpaid meal period not to exceed thirty (30) minutes, shall constitute a work day. The employee work schedule will consist of a four (4) day-on, four (4) 11 day-off work schedule, or a three (3) day-on, three (3) day-off work 12 schedule. The work week shall be midnight Sunday to midnight Sunday. 13 14 (3) The Company may establish Relief and Rotating 15 schedules. Adjustments to relief and rotating schedules will be per 16 paragraph (N) 2. 17 18 (4)At a minimum, an annual bid for shifts and days off by 19 bid area will be accomplished prior to the annual vacation selection. 20 21 (5)Maintenance Planner/Technical Documentation 22 Specialists schedules and/or shift start times are established by the 23 Company based on the needs of service. 24 25 (6) Work assignments within a bid area may be established 26 by the Company based on the needs of service. 27 28 Qualified employees may be cross-utilized between bid (7)29 areas listed in Article 9 paragraph (I) and subject to the provisions of Article 30 9 paragraph (M) of the CBA. 31 32 Any employee reporting to work when there (8) is 33 temporarily no work due to an Act of God or circumstances over which the 34 Company has no control, shall receive a minimum of four (4) hours pay at 35 the regular hourly rates, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his 36 37 regular work shift, whichever period is shorter. 38 39

$ 1 \\ 2 \\ 3 $	ARTICLE 6. <u>OVERTIME AND HOLIDAYS</u>			
2 3 4 5 6	(A) minute		e rate of time-and-one-half $(1 \ 1/2 \ x)$, computed on an actual and, shall be paid on hourly rates of pay only as follows:	
0 7 8		1.	For all work performed either in advance of or after regularly scheduled hours.	
9 10		2.	For all hours worked on the sixth $(6^{(6)})$ day worked if the employee is regularly scheduled to work five (5) days a week.	
11 12 12		3.	For all hours worked on the fifth $(5^{''})$ day worked if the employee is regularly scheduled to work four (4) days a week.	
13 14 15	(B)	The	e rate of double-time (2 x) shall be paid as follows:	
16 17 18 19 20 21		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	
22 23 24 25 26 27		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.	
28 29 30 31 32 33	overtim overtim	nents e as e wh	ployees who change shifts or days off due to re-bids, s, redeployments or bidding on another job shall not be paid a result of such change. However, an employee shall be paid hen his shift, or days off are changed by the Company and the provisions are thereby violated.	
34 35 36 37 38	abolishe	ift du ed an	ample: Employees that do not have the seniority to remain on uring a re-bid realignment, redeployment, or who are bumped or d therefore required to bid to a different shift will be paid at the e if the work week provisions are violated.	
39 40	begin v		r overtime purposes, the twenty-four (24) hour period shall the starting time of the employee's regularly assigned shift.	

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

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

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

15 When a full scheduled crew is not required to work on a holiday, 16 employees will be offered the holiday off on the basis of time under the Agreement, seniority by classification, shift, and department until the 18 reduced complement is achieved. Once the reduced complement is achieved 19 and the Company finds it necessary to increase the complement, those 20 employees in the bid area who were not afforded an opportunity to work by reason of such reduction will be asked to work first in order of time under 22 the Agreement, seniority by classification, shift and department prior to 23 utilizing the overtime list. 24

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

In order to be paid for holidays that fall during the month, nonactive employees must have been 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 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 sick leave.

36 For pay purposes the twenty-four (24) hour holiday period shall 37 begin with the starting time of the employee's regularly assigned shift. 38

39 **(E)** 1. An employee who is required to work (scheduled to work) may, 40 at his option and upon notification to his supervisor, elect to work at the 41 straight time rate on these holidays and receive one (1) compensatory day 42 off at his regular straight time rate for each day worked. Such time will be 43 taken by mutual agreement between the employee and his supervisor. 44

45 2. Employees not scheduled to work or scheduled to work but 46 not required to work on the above mentioned holidays, will be compensated 47 for the day equal to the number of regularly scheduled hours at their regular 1 straight time rate and shall receive no additional time off, or may at their option, receive one (1) compensatory day off at their regular straight time rate. Such time off will be taken by mutual agreement between the employee and his supervisor.

2 3 4 5 6 7 8 9 10 Any employee wishing to use a compensatory day must 3. provide the Company with no less than five (5) days and no more than fourteen (14) days written notice. The granting of a compensatory day will be made no more than seven (7) days nor less than five (5) days before the day requested. When more than one employee requests a compensatory day, 11 seniority under the Agreement will govern. Once granted, senior employees 12 will not be permitted to take compensatory days already awarded to a junior 13 employee. If an employee gives less than the minimum required five (5) day 14 notice, the Company may, at its sole option, grant the compensatory day 15 request. 16

4. The maximum number of compensatory time to be accrued will be ten (10) days. Thereafter, no further accrual will be allowed and the employee will be paid at the applicable rate of pay for the holiday.

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

Overtime distribution for Maintenance Control Technicians, Inspectors, Mechanics, Stock Clerks, Utilitymen.

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

33 Management may maintain employee qualification lists in each 34 bid area based on training records and/or work experience. The qualification 35 lists shall be accessible to employees and will be kept current to reflect each 36 employee's qualifications for overtime and field service. Qualification 37 training will be provided by the Company through on the job training (OJT) 38 subject to the availability of the work, by classification seniority, on the 39 shift, within the bid area, to employees who request it. 40

41 When classroom training is required, the Company will advise 42 employees who request classroom training (applicable to their bid area) of 43 the earliest reasonable date their training is scheduled to begin. All 44 provisions of Article 17, paragraph (J) will apply. 45

46 1. IAMAW shop stewards will keep overtime distribution charts 47 by crews, departments, shops, or stations as may be agreed to locally

between the Local Committee and management. Names will be listed in order of time under the Agreement and the lists will be kept posted on the bulletin board.

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2. The supervisor who authorizes the overtime will contact the respective shop stewards and advise him of the job to be performed, any qualifications required, the approximate duration of the job, and the number of employees required. In the absence of the shop steward, another member of the crew, shall act as the shop steward for overtime arrangements.

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

19 The Company will provide to the shop steward an accurate 4. 20 attendance list for use in calling overtime. On the OM-87 form, the shop 21 steward will furnish the supervisor with the names of the eligible men who 22 are lowest on overtime. The supervisor will initial the list of accepted names 23 and rejected names in duplicate. Those disgualified by the supervisor will 24 not be contacted. However, any such employees may file a grievance if they 25 feel that an error has been made. No employee shall have a grievance 26 against the Company if he is bypassed by the shop steward or if the shop 27 steward errs in his report. 28

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

35 6. An employee who cannot be contacted for overtime will be 36 charged for the amount of overtime being offered. An employee who 37 declines overtime or an employee who fails to list his telephone number on 38 the overtime list will be charged for the overtime he could have worked at 39 his overtime rate. An employee who works overtime will be charged on a 40 converted basis for the number of hours worked. Example: four (4) hours at 41 time and one-half $(1 \ 1/2 \ x)$ will be charged six (6) hours. An employee who 42 accepts overtime and only works part of the assignment will be charged the 43 full amount offered. Employees not contacted during a one (1) hour period 44 from the beginning or end of their shift will not be charged.

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46 Employees on an authorized absence will remain status quo for a 47 period of thirty (30) work days. Upon their return to work from absences

1 greater than thirty (30) work days they shall receive the average overtime of 2 3 4 5 6 7 8 9 10 the employees on the overtime list or their actual overtime, whichever is higher. Employees returning to positions covered under this Agreement will receive the average of the crew or their actual overtime, whichever is greater, plus all overtime worked outside the Agreement. Employees on authorized absences will not be eligible for overtime until they return to work on a regular shift. Authorized absences include: vacation, bereavement leave, sick leave, medical leave, educational leave, compensatory day off, injury leave, jury duty, formal classroom training, personal leave and authorized Company or Union business. An authorized 11 absence will begin at the end of the employee's last regular shift prior to the 12 authorized absence. An employee may be asked to work overtime in 13 conjunction with his last shift preceding his days off, prior to his vacation. 14 If the overtime is worked, the employee will be charged. A refusal will not 15 be charged. An employee reporting off sick for a regularly scheduled shift 16 will be ineligible for overtime from the beginning of his absence until he 17 returns to work on his next regularly scheduled shift. The Company will 18 give as much notice as possible of contemplated overtime, but for charge 19 purposes, no minimum notice is required. 20

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

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

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

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

39 11. Names of new employees will be placed on the proper
40 overtime list at the end of their probationary period and they shall receive
41 the average overtime credit of the list.

12. Employees who transfer temporarily to a different crew or
department for ten (10) hours or less shall remain on their regular overtime
list and employees who transfer temporarily to a different crew or
department for more than ten (10) hours shall receive the average overtime
credit of that list and shall remain on that list until they return to their

regular crew or department. Upon return to their regular crew or department, they shall receive the overtime total they had when they left, plus any overtime charged to the employees while transferred.

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

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

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

20 16. If an employee has worked sixteen (16) consecutive hours or 21 more (exclusive of unpaid meal periods) at his Base station, the Company 22 reserves the right to disqualify him from working any additional overtime 23 for a period of seven (7) hours. At the end of the seven (7) hour rest period 24 he will again be governed by the overtime rules. Any employee working 25 more than sixteen (16) consecutive hours (exclusive of unpaid meal 26 periods) will be charged for all overtime hours worked. Any employee 27 refusing to work more than sixteen (16) consecutive hours (exclusive of 28 meal periods) will not be charged for such refusal. 29

30 If an employee has worked sixteen (16) consecutive hours or more 31 (exclusive of unpaid meal periods) on a field trip, the Company reserves the 32 right to disqualify him from working any additional overtime for a period 33 of eight (8) hours. At the end of the eight (8) hour rest period he will again 34 be governed by the overtime rules. Any employee working more than 35 sixteen (16) consecutive hours (exclusive of unpaid meal periods) will be 36 charged for all overtime hours worked. Any employee refusing to work 37 more than sixteen (16) consecutive hours (exclusive of meal periods) will 38 not be charged for such refusal. 39

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

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

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

19. The Company may dispatch the eligible on-duty employee, low on the overtime list, for field service when such field service involves transportation by common carrier and the scheduled departure is within two (2) hours for domestic and three (3) hours for travel outside the contiguous 48 states from the time it is determined that the field service is necessary. The overtime list will be called for field service when air taxi or ground transportation is used for travel and overtime is anticipated.

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

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

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

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

(H) Overtime for Maintenance Control Technicians assigned to Field Technical Service will be compensated as follows:

Maintenance Control Technicains assigned to the field technical
service bid area will accrue compensatory time or at the employees option
be compensated at the applicable overtime rate for all hours worked in
excess of eight-and-one-half (8.5) hours in a day or forty (40) hours in a
workweek, excluding compensatory time and/or overtime. Compensatory

time is accrued at the applicable overtime rate. Request for accrued compensatory time off will be approved based on the needs of service and may be taken in as little as one (1) hour increments. The maximum number of compensatory hours to be accrued will be two-hundred-forty (240).
Thereafter, no further accrual will be allowed and the employee will be paid at the applicable rate of pay or be scheduled off with pay until the employees accrued compensatory time drops below the cap of two-hundred-forty (240) hours.
(I) Quality Assurance Consultants shall be entitled to work

(I) Quality Assurance Consultants shall be entitled to work overtime as approved when in conjunction with work assignments made by management.

- 1. Whenever three (3) or more Quality Assurance Consultants (excluding those in a probationary and/or OJT status) are assigned to a field assignment one (1) will be designated as the project coordinator if a Senior Quality Assurance Consultant is not assigned.
- 2. The Company will make every effort to assign maintenance audits to Quality Assurance Consultants in a manner that will provide for exposure to the full range of available assignments based on needs of service, individual qualifications and work experience.
- 3. Quality Assurance Consultants may accrue compensatory time in lieu of overtime. Compensatory time is accrued at the applicable overtime rate. Requests for accrued compensatory time off will be approved based on the needs of service and may be taken in a minimum of four (4) hour increments. The maximum number of compensatory hours to be accrued will be two hundred forty (240) including those accrued in lieu of Holiday pay. Thereafter, no further accrual will be allowed and the employee will be paid at the applicable rate of pay until the employee's accrued compensatory time drops below the cap of two hundred forty (240) hours.
- 4. Employees on authorized absences will not be eligible for overtime until they return to work on a regular shift. Authorized absences include: vacation, bereavement leave, sick leave, medical leave, educational leave, compensatory day off, injury leave, jury duty, formal classroom training, personal leave and authorized Company or Union business. An authorized absence will begin at the end of the employee's last regular shift prior to the authorized absence. An employee may be asked to work overtime in conjunction with his last shift preceding his days off, prior to his vacation. If the overtime is worked, the employee will be charged. A refusal will not be charged. An employee reporting off sick for a regularly scheduled shift will be ineligible for overtime from the beginning

of his absence until he returns to work on his next regularly scheduled shift.

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

If an employee has worked sixteen (16) consecutive hours or more (exclusive of unpaid meal periods) on a field trip, the Company reserves the right to disqualify him from working any additional overtime for a period of eight (8) hours. At the end of the eight (8) hour rest period he will again be governed by the overtime rules. Any employee working more than sixteen (16) consecutive hours (exclusive of unpaid meal periods) will be charged for all overtime hours worked. Any employee refusing to work more than sixteen (16) consecutive hours (exclusive of meal periods) will not be charged for such refusal.

(J) Planner / Technical Documentation Specialists Overtime

Maintenance Planner/Technical Documentation Specialists shall be entitled to work overtime as approved when in conjunction with work assignments made by management. Overtime will be paid for all hours worked exclusive of any shift turnover time

Overtime shall be distributed as equally as possible among qualified employees in each bid area. Overtime distribution charts will be used to ensure overtime is distributed as equally as possible and will be posted on the bulletin board in each bid area. The calling and recording of overtime may be assigned to a covered employee, when a Shop Steward is not readily available.

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

When classroom training is required, the Company will advise employees who request classroom training (applicable to their bid area) of the earliest reasonable date their training is scheduled to begin.

- 1. IAMAW Shop Steward will keep overtime distribution charts by bid area, department, or stations as may be agreed to locally between the Local Committee and management. In case of tie, names will be listed in the order of planner/technical documentation specialists date and the lists will be kept posted on the bulletin board.
- 2. The Supervisor who authorizes the overtime will contact the respective Shop Steward and advise him of the job to be performed, and qualifications required, the approximate duration of the job, and the number of employees required. In the absence of the Shop Steward another member of the bid area, shall act as the Shop Steward for overtime arrangements
- 3. Where an employee is called for overtime for a specific job, and for unforeseen reasons beyond management's control the overtime is no longer needed, the employee will be offered a minimum of four (4) hours work, at the applicable overtime rate per paragraphs A&B above. If the employee elects to work, another employee will not be entitled to claim an overtime bypass.
- 4. The Company will provide to the Shop Steward an accurate attendance list for use in calling overtime. On the OM-87 form, the Shop Steward will furnish the supervisor with the names of the eligible men who are lowest on overtime. The supervisor will initial the list of accepted names and rejected names in duplicate. Those disqualified by the supervisor will not be contacted. However, any such employees may file a grievance if they feel that an error has been made. No employee shall have a grievance against the Company if he is bypassed by the Shop Steward or if the Shop Steward errors in his report.
- 5. The Shop Steward will, by Company telephone, contact the employee(s) lowest on overtime (who have been approved) to procure acceptance, non-acceptance, or no contact. The Supervisor may contact employees for overtime when it is impractical for the Shop Steward to do so. Any employee bypassed by the supervisor may file a grievance.

6. An employee who cannot be contacted for overtime will be charged for the amount of overtime being offered. An employee who declines overtime or an employee who fails to list his telephone number on the overtime list will be charged for the overtime he could have worked at his overtime rate. An employee who works overtime will be charged on a converted basis for the number of hours worked. Example: four (4) hours at time-and-one-half (1.5) will be charged six (6) hours. An employee who accepts overtime and only works part of the assignment will be charged the full amount offered. Employees not contacted during a one (1) hour period from the beginning or end of their shift will not be charged.

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- 7. Employees on an authorized absence will remain status quo for a period of thirty (30) work days. Upon their return to work from absences greater than thirty (30) work days they shall receive the average overtime of the employees on the overtime list or their actual overtime, whichever is higher. Employees returning to positions covered under this Agreement will receive the average of the crew or their actual overtime, whichever is greater, plus all overtime worked outside the Agreement. Employees on authorized absences will not be eligible for overtime until they return to work on a Authorized absences include: regular shift. vacation. bereavement leave, sick leave, medical leave, educational leave, compensatory day off, injury leave, jury duty, formal classroom training, personal leave and authorized Company or Union business. An authorized absence will begin at the end of the employee's last regular shift prior to the authorized absence. An employee may be asked to work overtime in conjunction with his last shift preceding his days off, prior to his vacation. If the overtime is worked, the employee will be charged. A refusal will not be charged. An employee reporting off sick for a regularly scheduled shift will be ineligible for overtime from the beginning of his absence until he returns to work on his next regularly scheduled shift. The Company will give as much notice as possible of contemplated overtime, but for charge purposes, no minimum notice is required.
 - 8. If the overtime is for a period of less than three (3) hours and it is near the end of a shift before it can be determined that overtime is necessary, the Shop Steward may bypass the lowest man if he is off duty and offer the overtime to the employee working the job or if he refuses, the next lowest respective classification employee just getting off duty shall be asked and so on.

1 9. Overtime on any job may be assigned to any department by 2 3 4 5 6 7 8 9 10 the Company. 10. When overtime arises in a shop during Saturday or Sunday, or after the shop has gone off duty, the Shop Steward or in his absence, another member of the crew on duty, shall handle overtime matters, which arise. 11. Employees transferring to a different bid area, department or station shall receive the average overtime credit for the list 11 being used. 12 13 12. Names of new employees will be placed on the proper 14 overtime list at the end of their probationary period and they 15 shall receive the average overtime credit of the list. 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 19 regularly scheduled hours. Employees who decline a field trip 20 will be charged for the overtime at their overtime rate. This 21 rule will not apply where there is less than two (2) hours 22 notice of the field trip. 23 24 14. Employee who decline overtime shall be charged at their 25 applicable rate with the amount of overtime offered unless the 26 requirement for such overtime no longer exists. 27 28 15. Employees accepting and working an overtime call of four (4) 29 hours or more may be asked to extend and work additional 30 overtime. If an employee declines an extension of overtime, 31 he shall not be charged with a refusal. 32 33 16. If an employee has worked sixteen (16) consecutive hours or 34 more (exclusive of unpaid meal periods) at his Base station, 35 the Company reserves the right to disqualify him from 36 working any additional overtime for a period of seven (7) 37 hours. At the end of the seven (7) hour rest period he will 38 again be governed by the overtime rules. Any employee 39 working more than sixteen (16) consecutive hours (exclusive 40 of unpaid meal periods) will be charged for all overtime hours 41 worked. Any employee refusing to work more than sixteen 42 (16) consecutive hours (exclusive of unpaid meal periods) will 43 not be charged for such refusal. 44 45 If an employee has worked sixteen (16) consecutive hours or 46 more (exclusive of unpaid meal periods) on a field trip, the 47 Company reserves the right to disqualify him from working

any additional overtime for a period of eight (8) hours. At the end of the eight (8) hour rest period he will again be governed by the overtime rules. Any employee working more than sixteen (16) consecutive hours (exclusive of unpaid meal periods) will be charged for all overtime hours worked. Any employee refusing to work more than sixteen (16) consecutive hours (exclusive of unpaid meal periods) will not be charged for such refusal.

- 17. The Company may dispatch the eligible on-duty employee, low on the overtime list, or field service when such field service involves transportation by common carrier and the scheduled departure is within two (2) hour for domestic and three (3) hour for travel outside the contiguous 48 states from the time it is determined that the field service is necessary. The overtime list will be called for field service when air taxi or ground transportation is used for travel and overtime is anticipated.
- 18. When a crew dispatched for field service and the conditions of a field service trip change, e.g., job requirements or additional work, employees who have accepted the trip, may be utilized.
- 19. In the event personnel are not available to meet the overtime requirements, qualified personnel from another bid area/department may be offered the overtime.
- 20. Maintenance Planners/Technical Documentation Specialists may accrue compensatory time in lieu of overtime. Compensatory time is accrued at the applicable overtime rate. Requests for accrued compensatory time off will be approved based on the needs of service and may be taken in a minimum of four (4) hour increments for an eight-and-one-half (8 ¹/₂) hour shift, or a minimum of five (5) hour increments for a tenand-one- half (10 ¹/₂) hour shift, or a minimum of six (6) hour increments for a twelve-and-one-half (12 ¹/₂) hour shift. The maximum number of compensatory hours to be accrued will be two-hundred-forty (240) including those accrued in lieu of Holiday pay. Thereafter, no further accrual will be allowed and the employee will be paid at the applicable rate of pay until the employee's accrued compensatory time drops below the cap of two hundred forty (240) hours.
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(K) Mandatory Overtime

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- 1. Maintenance Control Technicians, Quality Assurance Consultants. Maintenance Planners. and Technical Documentation Specialists may occasionally be required to work mandatory overtime as a result of personnel shortage, workload or other extenuating circumstances. In cases where mandatory overtime is necessary, the employee in the bid area with the least classification seniority whose shift begins or ends closest to the overtime need may be required to work the overtime. No employee will be required to work mandatory overtime in excess of sixteen (16) hours in a twenty four (24) hour period nor will any employee who has worked sixteen (16) or more consecutive hours in a twenty four (24) hour period be required to work any additional mandatory overtime. Employees may be excused from mandatory overtime for verifiable; unavoidable child care problems, medical restrictions or FMLA, which would preclude the employee's assignment of mandatory overtime. If the need for overtime arises within one hour of shift start, management can forgo using the regular overtime call procedures and will seek volunteers prior to using the mandatory overtime procedures.
- 2. A rotation method for the assignment of mandatory overtime as provided below may be implemented on a local basis when mutually agreed to by the Company and union. Should a rotation method be implemented in a bid area, the Union or the Company may cause the rotation method to be discontinued with a thirty (30) day notice to the other party.

a. A dedicated mandatory overtime list will be created separate from the regular department overtime list.

b. The mandatory overtime list will list all eligible department members within the classification and will list them in reverse seniority order (junior to senior) by classification date.

c. Once an individual is assigned and has worked a shift of mandatory OT, he/she will be moved to the bottom of the list.

d. New employees entering the department will
have their names placed at the top of the list at the end of their
probationary/training period.

e. An employee working mandatory overtime will be paid at the applicable rate pursuant to paragraphs A and B of this Article.

f. Once the regular OT list has been exhausted and there are no volunteers for the required overtime, the employee on duty and next on the rotating mandatory overtime list will be selected.

These rules may be revised when necessary provided mutual agreement is reached between management and the Local Committee with a copy to and subject to the approval of the District Representative and the Managing Director of Labor Relations, or his designee.

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

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

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

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

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

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

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

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

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

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ARTICLE 7. TRAVEL PAY

Maintenance Control Technician / Inspector / Mechanic / Stock Clerk / Utility

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

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

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<u>Day (s) Off:</u> Time-and-one-half $(1 \ 1/2x)$ for all hours

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

Employees required to work after traveling in connection with **(C)** field service shall be paid at the overtime rate applicable for all hours worked in excess of the employee's regularly scheduled hours including 34 travel, waiting and working time for the day in question.

36 Upon completion of such field service, an employee shall return to **(D)** 37 his home station in accordance with the order received at the time he left his 38 home station, or in accordance with the orders he receives from the person 39 to whom he was ordered to report in the field, and shall be compensated for 40 the return trip in accordance with the provisions of paragraphs (B) and (C) 41 above; except those employees on field service who are released from duty 42 and elect to return to their Base station rather than to remain in the field will 43 be paid their travel time as though they had traveled on the designated 44 flight. Furthermore, they will not be required to report for their regularly 45 assigned shift at their Base station until the scheduled arrival of the 46 designated flight.

Maintenance Control Technician / Inspector / Mechanic / Stock Clerk / **Utility / Planners / Technical Documentation**

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 \end{array}$ **(E)** An employee involved in field service, special assignments or training away from his Base station will receive an hourly per diem allowance of two dollars (\$2.00) per hour domestic and two dollars fifty cents (\$2.50) per hour international to cover all incidental expenses (excluding lodging and transportation cost) incurred during such assignments. The per diem allowance will commence at the departure time of the employee to field service, special assignment or training and will 11 cease at the employee's return time. The time of departure and return will be 12 provided by the employee and included on his expense statement for such 13 assignments. Such employee will not be entitled to the foregoing hourly per 14 diem during periods of time he has returned to his residence or Base 15 inclusive of travel time during personal time off from field service, special 16 assignment or training. 17

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

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

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

36 Employees who are temporarily transferred from their home **(F)** 37 station to fill temporary vacancies shall be paid in accordance with 38 paragraphs (B) and (C) of this Article for the time necessary to travel in 39 connection with such temporary transfer, and they shall receive necessary 40 and reasonable expenses for transportation, meals and lodging in 41 accordance with paragraph (E) of this Article. 42

43 **(G)** When an employee is away from his home station filling a 44 temporary vacancy, he shall be paid straight time and overtime based on the 45 shifts as scheduled at the location of the temporary vacancy, but in no event 46 shall he receive less than eight (8) hours pay for each day. Provided, 47 however, that the Company may schedule him to take his regular days off without compensation except for the reasonable and necessary expense provided for in paragraph (E) of this Article.

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

13 When an employee receives a special assignment to attend training **(I**) 14 classes pertaining to his work, or to fulfill other special assignments not 15 constituting field service or the filling of temporary vacancies, he shall 16 receive compensation not to exceed eight (8) hours per day for the time 17 spent in traveling or waiting, at the applicable rate. If such special 18 assignment involves traveling after completion of his regular work for the 19 day, he shall be paid at the straight time rate for all hours spent traveling 20 and waiting including hours in excess of eight (8) hours. When an employee 21 is required to travel on a regular day off, he shall be paid in accordance with 22 paragraph (B) of this Article. 23

When a midnight shift employee with a scheduled shift start time between 2000 and 2359 is assigned training outside of their base station for one (1) day or more, the Company will change his scheduled shift to either day shift or afternoon shift with weekends off until such training is completed.

30 Maintenance Control Technician / Inspector / Mechanic / Stock Clerk / Utility / Planner / Technical Documentation Specialist / Quality 32 Assurance Consultant 33

34 When employees are required to work alone in remote areas, the **(J)** 35 Company will keep the station or facility open and another Company 36 employee on duty to provide immediate communication and safety 37 surveillance. 38

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

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(L) Quality Assurance Consultants

1. Quality Assurance Consultants will be reimbursed for normal and customary expenses associated with required travel per Company Policy.

2. Quality Assurance Consultants required to travel away from the geographic location of their station are compensated for travel time by the most direct route as follows: All traveling on a workday shall be paid at straight time rates, all traveling on a regular day off will be paid at the time and one half (1 ½) rate with a minimum of four (4) hours pay and will include all flight and connecting time and all time spent waiting after the completion of their work assignment, excluding overnights. An additional thirty (30) minutes of travel pay is due after the arrival at their destination only when overnighting immediately after their arrival. Travel time will begin thirty (30) minutes prior to the scheduled flight departure.

3. Quality Assurance Consultants will have their itinerary and work schedule, including known overtime, approved by their supervisor or management representative directing the travel before the commencement of the travel.

4. Quality Assurance Consultants may request a cash advance of up to one hundred dollars (\$100) prior to the commencement of an international field assignment. The Company will make every effort to establish administrative procedures to comply with this provision within thirty (30) days of the effective date of this agreement.

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(M) Planner / Technical Documentation Specialist

30 1. Maintenance Planner/Technical Documentation Specialists 31 required to travel away from the geographic location of their station are 32 compensated for travel time by the most direct route as follows: All 33 traveling on a workday shall be paid at straight time rates, all traveling on a 34 regular day off will be paid at the time and one half (1 1/2) rate with a 35 minimum of four (4) hours pay. Travel time will begin thirty (30) minutes 36 prior to the scheduled flight departure and will include all flight and 37 connecting time and all time spent waiting after the completion of their 38 work assignment, excluding overnights. An additional thirty (30) minutes 39 of travel pay is due after the arrival at their destination only when 40 overnighting immediately after their arrival.

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42 2. Planner/Technical Documentation Specialist will have their
43 itinerary and work schedule, including known overtime, approved by their
44 supervisor or management representative directing the travel before the
45 commencement of the travel.

$ 1 \\ 2 \\ 3 $	ARTICLE 8. <u>SENIORITY</u>				
$ \begin{array}{c} 1 \\ 2 \\ 3 \\ 4 \\ 5 \\ 6 \\ 7 \\ 8 \\ 9 \\ 10 \\ \end{array} $	(A) Seniority under this Agreement shall be by Basic Classification and by Premium Classification (within a Basic Classification) and shall accrue from the date of entering a classification on a regular assignment. Basic Classifications to be recognized for seniority purposes shall consist of Mechanic, Stores, Utility, Planner, Technical Documentation and Quality Assurance (QAC).				
10 11 12 13	The Premium Classifications to be recognized for seniority purposes within the Basic Classifications shall be as follows:				
13 14 15 16	- Mechanic Classification will include Premium Classifications of MOC, Inspector and Lead Mechanic.				
17 18 19 20 21 22 23 24 25 26 27 28 29 30	- Stores Classification will include the Premium Classification of Lead Stock Clerk.				
	- Utility Classification will include the Premium Classification of Lead Utilityman.				
	- Planner Classification will include the Premium Classification of Senior Planner. (Premium Seniority is the same as Basic Seniority)				
	- Technical Documentation Specialist Classification will include the Premium Classification of Senior Technical Documentation Specialist. (Premium Seniority is the same as Basic Seniority)				
31 32 33 34 35	- Quality Assurance (QAC) Classification will include the Premium Classification of Senior Quality Assurance Auditor and Quality Assurance Auditor. (Premium Seniority is the same as Basic Seniority)				
36 37 38 39	Accrual of seniority for pay purposes shall not exceed ninety (90) days for employees who are laid off.				
40 41 42 43 44	If an employee is promoted to a higher classification covered by this Agreement he will continue to accrue seniority in the lower Classification. If an employee is upgraded while on probation and completes ninety (90) work days of service with the Company he will be considered to have completed probation in the lower classification.				

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

Any employee who transfers/bids to a different classification will be placed on the pay scale based on the Pay Classification letter of agreement on page 202.

(**B**) Unless otherwise specified in this Agreement:

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- bidding for shifts and days off, vacancies, new jobs, promotions or displacements involving Basic Classification positions shall be by Basic Classification Seniority, (e.g. Mechanic, Stores, Utility, etc.)
- 2) Bidding for shifts and days off, vacancies, new jobs, promotions, displacements or transfers involving Premium Classification positions shall be by Premium Classification Seniority, (e.g. Lead Mechanic, Inspector, etc.) See Article 9.
- 3) All reductions in force and recalling after a layoff shall be by Basic Classification and should such reduction require an employee to vacate a Premium Classification, the employee filling such vacancy through the appropriate interview process must be senior on the basis of basic seniority than the senior employee reduced from the station at the time of the reduction.

30 New employees shall be regarded as probationary employees for **(C)** 31 the first ninety (90) work days of their employment, and there shall be no 32 responsibility on the part of the Company for the re-employment of 33 probationary employees if they are discharged or laid off during this period. 34 For Quality Assurance, Technical Documentation Specialist and Planners, 35 this ninety (90) work day probation period excludes classroom training. If 36 retained in the service after the probationary period, the names of such 37 employees shall then be placed on the seniority list for their respective 38 classification in order of the date of their original hiring at the point and on 39 the system seniority roster. The Company will furnish the Local Chairman 40 and the General Chairman with the names, classification, department, and 41 rate of pay of all new employees on the first (1st) of each month. 42

Technical Documentation Specialist and Planner employees exercising
 their seniority into another bid area as a result of a reduction in force will be
 required to serve a ninety (90) work day trial period, excluding all
 classroom training. Employees will be given a minimum of thirty (30)
 workdays to prove they can perform the work to the satisfaction of the

Company. Employees failing to perform the work to the satisfaction of the company will be placed on furlough.

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

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(E) Seniority lists corrected to December 1st and prepared by the 11 Company shall be furnished to the Local PIT Chairman and the designated 12 General Chairman in electronic format. The Company shall post the 13 seniority list in each hangar and facility no later than the last day of January 14 and the last day of July each year. Such lists will be subject to correction 15 upon protest, with facts, in writing to the Senior Vice President of 16 Maintenance Operations, but if no complaint is made within thirty (30) days 17 of posting, the list as published will be assumed to be correct. Any 18 employee on leave at the time of posting of the list shall have a period of 19 fifteen (15) days from the date of his return to service to file a protest. In 20 preparing seniority lists when it is impossible to determine the proper order 21 by date of entering the classification, time under the Agreement, or by 22 length of service with the Company, then the names shall be listed in 23 alphabetical order by surname. 24

25 **(F)** In the event of a reduction in force, seniority as per paragraph (B) 26 above will govern. Affected employees working a five (5) day workweek 27 will be given ten (10) work days notice and affected employees working a 28 four (4) day workweek will be given eight (8) work days notice before any 29 normal reduction is made and a list of those to be reduced will be furnished 30 to the Local Chairman and General Chairman prior to notifying the 31 employees affected. However, this provision is not applicable when where 32 there is temporarily no work because of work stoppage or strikes by 33 employees of the Company. During those circumstances the Company 34 retains the right to reduce the working force at any shop, hangar, or facility 35 with twenty-four (24) hours notice or eight (8) hours pay.

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

40 (G) Employees affected by a reduction in force (abolished) or
41 displaced by senior employees (bumped) must exercise their seniority.
42 Junior employees abolished, or bumped from their bid area, must exercise
43 their seniority and bump the most junior employee in another bid area in
44 their station, in their classification, provided they are qualified for that
45 position. Such rights must be exercised within three (3) working days after
46 receipt of reduction or displacement notice.

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

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

BUMPING PROVISIONS:

*****ONLY IF SENIORITY IS HELD*****

Mechanic Classification		
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 Assura	nce Classification	
Senior Quality Assurance Auditor	Senior Quality Assurance Auditor	
	Quality Assurance Auditor	
	Lead Mechanic*	
	Mechanic*	
	Maintenance Planner*	
	Lead Stock Clerk*	
	Stock Clerk*	
	Lead Utility*	
	I Itility*	

Quality Assurance Classification			
Senior Quality Assurance Auditor	Senior Quality Assurance Auditor		
	Quality Assurance Auditor		
	Lead Mechanic*		
	Mechanic*		
	Maintenance Planner*		
	Lead Stock Clerk*		
	Stock Clerk*		
	Lead Utility*		
	Utility*		
Quality Assurance Auditor	Quality Assurance Auditor		
	Mechanic*		

Technical Documentation Specialist Classification			
Senior Technical Documentation	Technical Documentation Specialist		
Specialist	Lead Mechanic*		
	Mechanic*		
	Maintenance Planner*		
	Lead Stock Clerk*		
	Stock Clerk*		
	Lead Utility*		
	Utility*		
Technical Documentation Specialist	Technical Documentation Specialist		
	Lead Mechanic*		
	Mechanic*		

Maintenance Planner* Lead Stock Clerk* Stock Clerk*
Lead Utility* Utility*

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Maintenance Planner Classification			
Senior Maintenance Planner	Maintenance Planner		
	Lead Stock Clerk* Article 8		
	Stock Clerk*		
	Lead Utility*		
	Utility*		
Maintenance Planner	Maintenance Planner		
	Lead Stock Clerk*		
	Stock Clerk*		
	Lead Utility*		
	Utility*		

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Stock Clerk Classification		
Lead Stock Clerk	Lead Stock Clerk	
	Stock Clerk	
	Lead Utility*	
	Utility*	
Stock Clerk	Stock Clerk	
	Lead Utility*	
	Utility*	

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Utility Classification		
Lead Utility	Lead Utility	
	Utility	
Utility	Utility	

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

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

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

In the event mechanical employees are displaced from the Machine orWeld shop and do not meet the minimum qualifications of any of the

1 2 3 4		mechanical jobs, as described in Article 9, paragraph (I), they will be permitted to exercise their seniority into either the Ground Equipment shop or Plant Maintenance shop at time of reduction.				
5 6 7 8 9 10 11	2.	 Unable to Exercise Premium Seniority (within location) - Employees who are unable to exercise their Premium Classification seniority within their station, as described above may: a. bump the most junior employee, by Premium Classification, in any station, (if seniority is held) 				
11 12 13 14 15 16		OR b. may exercise their seniority and bump the most junic employee in any bid area in their station, in their basi classification, provided they are qualified for that position.				
10 17 18 19 20	3.	<u>Unable to Exercise Basic (within location)</u> - Employees who are unable to exercise their Basic Classification seniority within their station, as described above may:				
20 21 22 23 24	a. bump the most junior employee, by current Classification, in any station, OR					
25 26 27 28		 bump the most junior employee, in any station in a lower classification in which they hold seniority, OR 				
29 30 31 32 33	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, the Company will provide a list of vacancies when issuing abolishment notices.					
34 35		OR				
36 37		d. accept furlough.				
38 39 40 41 42 43 44	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.					
45		Employees may not bump from a lower Basic Classification to a higher				

45 Employees may not bump from a lower Basic Classification to a higher 46 Basic Classification (i.e. Utility to Stores / Mechanic, or Stores to

- 4. 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.
- 10 5. 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.

34 In the event the airline no longer operates into an employee's recall 35 station, all employees now and hereafter on furlough from such station or 36 who have selected such station as their recall station will be required to 37 select a furlough station, first from any other station from which he was 38 reduced if still active, and, if none, then from any other active Maintenance 39 station. This change of designated recall station must be made in the 40 Company's automated bid / recall system within thirty (30) days of written 41 notice from the Company. Failure to comply with the above will result in 42 loss of employee's seniority and employment status. Should the Company 43 resume operations into an inactive station, then the employee, if reduced 44 from that station and still on furlough, can elect through the notification 45 procedures above to designate such station as his recall station.

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An employee on furlough status holding seniority in more than one (1) Basic Classification, who refuses recall to one (1) of those

classifications in their designated recall station, will be removed from that seniority list.

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

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

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

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

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

34 After the expiration of the above prescribed period, any employee 35 who transferred outside of the bargaining unit, within the Maintenance 36 Department who returns to a position under this Agreement in the case of a 37 reduction in force or demotion, may only exercise his Basic Classification 38 seniority to displace the most junior employee in his respective 39 classification and will be prohibited from bidding Premium Classification 40 positions for a period of one hundred eighty (180) days from his date of 41 return. 42

43 Inspector, Mechanic, Stock Clerk and Utility employees may
44 temporarily upgrade to supervisory positions on their shift, in their bid area
45 only and may be upgraded to supervisory positions a maximum of sixty
46 (60) work days in any calendar year, except employees transferred to an

instructor position. Upgrades of this nature will not be counted toward an employee's one hundred eighty (180) day probationary period.

1 2 3 4 5 6 7 8 9 Maintenance Control Technician, Quality Assurance Consultants, Maintenance Planners and Technical Documentation Specialists may temporarily upgrade to Management positions within their respective department for a maximum of sixty (60) work days in any calendar year and 10 the Company may adjust their shift to other than their assigned shift. 11 Management positions as referred to in this paragraph are understood to be 12 first line supervision only. 13

14 Proper leave of absence as used herein shall mean such employee 15 must make an application to Union's Financial Secretary for leave in 16 triplicate on the standard leave of absence forms, upon acceptance of his 17 promotion. 18

19 Employees who accept promotion to a position above first line 20 supervisor or higher will forfeit any and all seniority under this Agreement, 21 except that employees who may be promoted directly from a position 22 covered by the Agreement will, for a one hundred eighty (180) day period 23 from the date of promotion, be permitted to exercise their seniority as per 24 the above rules. 25

26 **(I**) The hiring process for Lead/Inspection positions will be via the 27 Interview Selection process outlined below. The questions in the Lead / 28 Inspection Interview Guide will be mutually agreed to by the Company and 29 Union. The Lead / Inspector job-will be posted for bid. If the senior bidder 30 has Lead time or Inspector time, whichever is appropriate, the position is 31 awarded to the senior bidder and there will not be a Interview Selection 32 If no bidder has the appropriate Lead / Inspector time, the Process. 33 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 employee's 38 file, it will be reviewed with the union before eliminating the employee 39 from the interview process. Minimum qualification for the mechanic 40 classification shall include the "New Hire Mechanics Test".

- 41 42 43
- 2. Interviews will be scheduled as outlined below.
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- Interviews will be scheduled to begin within two (2) a. weeks of the bid award date.
 - b. Hiring department will contact employee at telephone

number on record in Maintenance Administration or may contact employee at work.

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- 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. Committees will be based in CLT, PHL, PIT and PHX.
- 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.
- 46477. An employee refusing an awarded position will be terminated from the Company for refusal of job offer.

1 2345678 8. The employee awarded the position will report to the new position within twenty-five (25) days of the award date (not the close of bid date). 9. Where applicable, the employee's new pay scale of Lead premium will become effective on the report date. If the 9 employee, through no fault of his own, has not been moved 10 within the twenty-five (25) day time limit described above, the 11 employee shall receive the rate of pay for the awarded 12 position, if higher, and applicable overtime until he has moved 13 to the awarded position. 14 15 10. Rejection letters will be sent to employees not selected for the 16 position. 17 18 **(J)** Employees who are injured in the service of the Company after 19 April 28, 2008: 20 21 The Company will provide indefinite limited duty to employees 22 injured on the job providing that their limitations are such that they 23 can perform substantially all the essential elements of their job. 24 25 Employees who are able to perform reasonable productive work 26 within their classification, but not substantially all the essential 27 elements of their normal work classification will be provided 28 limited duty for up to sixty (60) work days for the injury. 29 30 Where the employee's medical restrictions are such that the 31 employee is unable to perform reasonable work within their 32 classification and where the Company determines that productive 33 work (for which the employee is qualified) exists, then such work 34 may be assigned for periods not to exceed sixty (60) work days 35 during the recuperative process. 36 37 **(K)** Employees covered by this Agreement will lose their seniority 38 status and their names will be removed from seniority lists under the 39 following conditions: 40 41 1. They quit, resign or retire. 42 43 2. They are discharged for just cause. 44 45 3. They do not inform the Company in writing or by electronic 46 mail of their intention to return to service within five (5) days

$\frac{1}{2}$		of receipt of a notice offering to reemploy them.
2 3 4 5 6 7 8 9 10 11 12	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.
13 14 15	5.	They fail to return to work at the end of an authorized leave of absence.
15 16 17 18	6.	They engage in gainful employment while on leave of absence in violation of Article 10, paragraph (F).
19 20	7.	They are on any leave (except Military, Union or Government) for three (3) or more years.
21 22	8.	Or as otherwise provided for in this Agreement.

1 2	ARTICLE 9. <u>FILLING VACANCIES</u>			
3				
2 3 4 5	(A) Filling of vacancies for Inspector, Mechanic, Stock Clerk, Utility			
6 7 8				
7	1. When the Company determines that a vacancy exists in a			
8	classification, such vacancy of thirty (30) work days or more will be filled			
9 10	using the automated bidding system. The word vacancy as used in this			
10	Article shall include the number of jobs to be filled, classification, bid area and station. A vacancy may be extended up to an additional thirty (30) work			
12	days, by mutual agreement in writing between the Company and Union			
13	(i.e., District Representative or his designee), with a copy to the			
14	Maintenance Administrator, PIT, if the vacancy is the result of an employee			
15	on sick leave, occupational leave, family leave or medical leave of absence.			
16	The affected employee must request this extension prior to the expiration of			
17	the initial thirty (30) work day period. The Local Chairman, PIT will be			
18	notified of any vacancy to be filled as it is posted on the system.			
19				
20	Employees who bid for vacancies and have the minimum			
21	qualifications as listed in paragraph (I) of this Article shall be awarded			
22	those jobs on the basis of classification seniority in their respective			
23 24	classification. Employees awarded premium jobs will be subject to a twelve			
24 25	(12) month stability period. Employees must accept bid awards. Stability periods end when an employee is abolished or bumped. After an employee			
$\frac{25}{26}$	has been chosen to fill a vacancy, the Company will post, utilizing the			
$\overline{27}$	automated system the name of the employee selected to fill the job and his			
28	seniority number.			
29	•			
30	Bids will be awarded on the basis of classification seniority per			
31	Article 8, paragraph (B). The employee bidding a vacancy and having the			
32	minimum qualifications as listed in paragraph (I) of this Article shall be			
33	awarded the job. Lead Mechanic positions where the senior bidder does not			
34 35	possess Lead seniority and Inspector positions where the senior bidder does			
36	not possess Inspector seniority, will be awarded through the Targeted Selection process.			
37	Selection process.			
38	The Company shall post a notice on the automated system if there			
39	was no successful bidder for a vacancy. If a vacancy is not filled within			
40	ninety (90) days and is still considered open, the vacancy shall be bid again			
41	using the Company's automated system.			
42				
43	Employees who are awarded bids will be moved to their new bid			
44	area within twenty-five (25) days, starting from the date of the bid award.			
45	-			
46	If, after the previously stated time limits have expired and, the			

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.

123456789 2. Employees covered by this Agreement may bid for vacancies or new jobs by using the Company automated system. If vacancies or new jobs are to be posted, they will be posted on Monday and Thursday at 12:00 noon EST or EDT. Those vacancies will be available for the employee to 10 bid on from 12:00 noon on Monday through 12:00 midnight on Wednesday 11 for the Monday bids and through 12:00 midnight Saturday for the Thursday 12 bids. Employees bidding for more than one (1) vacancy or new job must 13 indicate their bids by preferential order. The Company will award the 14 vacancies and new jobs to the successful bidders by 12:00 noon on 15 Thursday for the Monday posting and by 12:00 noon on Monday for the 16 Thursday posting and will post the awards on the automated system for 17 access by the employees. Employees may rescind their bid at any time 18 before midnight on Wednesday for the Monday posting or 12:00 midnight 19 on Saturday for the Thursday posting. In addition, the Company may 20 cancel a vacancy at any time prior to its closing. 21

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Bids and Awards

- Positions posted on the automated bid system will list the a. bid area, classification and station.
- Realignments may take place any time a position is b. posted on the automated bid system and may be prior to the arrival of the successful bidder.
- Employees awarded a position through an automated bid c. will be assigned to a shift based on needs of service until the next rebid occurs.

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

- Example: Person / Department Action Employee Retires from shift 1
- Maint Admin Bids a job for station, bid area, mechanic. (note: shift is not present)
- 43 44 45

1 2 3 4 5		City / Dept.	Moves the most senior mechanic with a shift / days off preference sheet on file, that has requested the shift and those days off, to shift 1. (i.e. from shift 2)
2 3 4 5 6 7 8 9 10		City / Dept	Moves the next most senior mechanic with a shift / days off preference sheet on file, that has requested the shift and those days off vacated by the employee above, to shift 2. (i.e. from shift 3)
11 12 13		Maint Admin	Awards the position with report date, to most senior qualified system bidder.
14 15 16 17		Employee	Contacts new station / department for shift assignment.
18		City / Dept	Assigns mechanic to the shift needed.
19 20 21 22		Employee	Bids preferred days off according to their seniority based on their assigned shift.
22 23 24	4. Bid area as used in this Article shall mean, as example: A shop, Base Maintenance, Instrument shop, Line Maintenance, She		

4. Bid area as used in this Article shall mean, as example: Avionics shop, Base Maintenance, Instrument shop, Line Maintenance, Sheet Metal shop, etc. Work assignments in a bid area will be related to that bid area.

27 5. Following the processing of a bid for which there are no qualified 28 bidders, as outlined in paragraph (A), the Company will consider employees 29 in lower classifications who have submitted a request in writing, with a 30 copy to the Union, for promotion to higher classifications. Letters of request 31 are to be mailed, via U.S. mail, to the Maintenance Administrator, PIT, with 32 a copy to the Local Chairman, PIT. Employees should submit along with all 33 requests, a resume outlining any education and work related experience they 34 may consider pertinent to the position for which they desire to be 35 considered. They should also list any licenses or certificates they have 36 acquired which are related to the position. Employees must accept a 37 promotion they have requested and are awarded.

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39 An employee who has on file. with the Maintenance 40 Administrator, PIT, a request for promotion to a higher classification in a 41 specific skill area or specified bid area and/or station will not be considered 42 for promotion to jobs outside that specific skill area or specified bid area 43 and/or station unless the employee resubmits a request for promotion to the 44 job which is posted.

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 \end{array}$ Employees selected for consideration will be selected based on their past work record, attitude and job performance; in addition to their ability to meet the minimum qualifications. Where two (2) or more employees meet the above standards and qualifications, seniority accumulated while working in classifications covered by this Agreement will determine the successful candidate. Employees bypassed on the basis of seniority will be notified in writing of the reason(s) therefore. Employees selected for promotion to a higher classification will be required to serve a ninety (90) work day probationary period. In addition, any employee who is promoted to Mechanic will be required to serve a ninety (90) work day 11 probationary period each time he is a successful bidder to a Mechanic's job 12 in another department or shop. Employees serving in these probationary 13 periods will not be allowed to bid any other jobs. Employees promoted will 14 be given a minimum of thirty (30) work days to prove they can perform the 15 work to the satisfaction of the Company. 16

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

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

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

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

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

- a) Ratio is being maintained, but an Inspector, or Lead Mechanic is absent and no overtime is being worked on the respective crew.
- b) An Inspector is absent and no overtime is being worked by the inspection crew or the crew consisting of Lead Mechanics and Mechanics.
- For new jobs not expected to last more than thirty (30) work c) days.
- For permanent vacancies in the Lead Inspector, Inspector or d) Lead Mechanic classification (i.e., upgrading during the bidding period).

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

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

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

(B) Filling of vacancies for Maintenance Control Technicians

40 Employees selected for consideration for Maintenance Control 41 Technician will be selected based on their past work record, attitude and job 42 performance, and ability to pass a written and/or oral exam (Department 43 Selection Process); in addition to their ability to meet the minimum 44 qualifications and/or preferred qualifications. The Company agrees that the 45 Union will have representation in the application of the Department 46 Selection Process. The Local Chairman, PIT will be notified of any vacancy 47 to be filled as it is posted on the system.

Employees selected will be required to serve a ninety (90) workday probationary period, excluding all classroom training and will be subject to an eighteen month stability period. Employees promoted will be given a minimum of thirty (30) workdays to prove they can perform the work to the satisfaction of the Company.

1. PRIMARY VACANCY

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- a. When the Company decides to fill any new or existing vacancy such vacancy will be posted within MOC 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.
- b. 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 in 2 below.

2. DEPARTMENTAL SELECTION PROCESS (SECONDARY VACANCY)

- a. 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.
- b. The company will establish preferred qualifications as follows:
 - 1) Eighteen (18) months experience working in the Company's Maintenance Control,

OR

2) Three (3) years working on the applicable fleet type.

c. 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

2345678 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: 9 10 1) MOC employees that meet the minimums and a preferred qualification. 11 2) Other Mechanical and Related employees that 12 meet the minimums and а preferred 13 qualification. 14 MOC employees that meet the minimum 3) 15 qualifications. 16 Other Mechanical and Related employees that 4) 17 meet the minimum qualifications. 18 5) New employees that meet the minimum 19 qualifications. 20 21 NOTE: Where seniority is used to limit the applicant pool to ten (10) 22 candidates, MOC Seniority, time under the Agreement Seniority and 23 Company Seniority shall be used to sort applicants, in that order. 24 25 Example: Two (2) Maintenance Control Technicians meeting the minimum 26 and a preferred qualification, one (1) Mechanical and Related 27 employee that meeting the minimum and a preferred 28 qualification, two (2) Maintenance Control Technicians meeting 29 the minimum qualifications and twenty (20) Mechanical and 30 Related employees meeting the minimum qualifications apply for 31 a Maintenance Control Technician Vacancy. Only the five (5) 32 senior Mechanical and Related employees that meet the minimum 33 qualifications will be considered for the Department Selection 34 Process. Seniority will be determined per the note above. 35 36 d. The candidate with the highest score in the Department 37 Process will be awarded the vacancy. Selection 38 39 e. Candidates scores in the Department Selection Process 40 will remain on file for twelve (12) months following the 41 completion of their interview. This score may be used 42 should they apply for other vacancies in the same bid area 43 within this twelve (12) month period. 44 45 46 47

will be considered for the vacancy in the Department

(C) <u>Filling of vacancies for Quality Assurance</u>

Employees selected for consideration for Quality Assurance will be selected based on their past work record, attitude and job performance, and ability to pass a written and/or oral exam (Department Selection Process); in addition to their ability to meet the minimum qualifications and/or preferred qualifications. After the Primary Vacancy process is completed, vacancies in Quality Assurance will be posted through the Company COB process.

Employees selected will be required to serve a ninety (90) workday probationary period, excluding all classroom training and will be subject to an eighteen (18) month stability period. Employees promoted will be given a minimum of thirty (30) workdays to prove they can perform the work to the satisfaction of the Company. The Local Chairman, PIT will be notified of any vacancy to be filled as it is posted on the system.

Quality Assurance Consultant Selection Eligibility Criteria. The Local Chairman, PIT will be notified of any vacancy to be filled as it is posted on the system.

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1. PRIMARY VACANCY

- a. When the Company decides to fill any new or existing Quality Assurance Consultant vacancy such vacancy will be posted within Quality Assurance as a Primary Vacancy. Quality Assurance Consultants who: 1. Have a minimum of eighteen (18) months experience as a Company Quality Assurance Consultant; 2. Are not in a stability period; and 3. Have a satisfactory work record will be eligible to submit a bid for the Primary Vacancy. The Primary Vacancy will be awarded to the senior Quality Assurance Consultant who meets the above criteria.
- b. Following any internal Primary Vacancy transfer, if any, as described above, any secondary vacancy created by the Primary Vacancy transfer award or Senior Quality Assurance Consultant vacancy, which the Company decides to fill, will be filled as described in B below.

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2. SECONDARY VACANCY

46 The Company will establish an interview panel consisting of Quality 47 Assurance management and an equal number of trained Senior Quality Assurance Consultant(s). The panel members will attempt to reach a consensus on each candidate's score for each rated area. If consensus cannot be reached, the panel members' scores will be averaged to determine the candidate's score. Where there is significant disparity between the panel member's scores which cannot resolved by the panel, Human Resources will resolve through another interview.

- a. The company will establish preferred qualifications as follows:
 - 1) Eighteen (18) months experience working in a Quality Assurance capacity,
 - OR 2) Three (3) years working in a Lead Mechanic position or higher or a management position in the Company Maintenance Department,
 - OR 3) Associate Degree or higher in a related field,

OR

- 4) CASE/ASQ Certification, OR
- 5) Valid A&P.

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Employees may be credited with a maximum of (2) preferred qualifications.

- b. Where there are more than ten qualified bidders meeting the minimum and two (2) of the preferred qualifications, the Company may limit the interviews as follows:
 - 1) Quality Assurance Seniority,
 - 2) Time under the Agreement Seniority,
 - 3) Company Seniority,
 - 4) New employees.

c. Where fewer than ten (10) bidders meet the minimum and two (2) preferred qualifications, the Company may consider additional candidates in order to establish a candidate pool for consideration as follows:

1) Quality Assurance employees that meet the minimums and one (1) preferred qualifications.

2) Other Mechanical and Related employees that meet the minimums and one (1) preferred qualifications.

3) Quality Assurance employees that meet the minimum qualifications.

454) New employees that meet the minimum qualifications and one (1) preferred qualifications.

47 5) Other Mechanical and Related employees that meet the

1	minimum qualifications along with new employees that meet		
2 3 4 5	the minimum qualifications.		
3			
4	Example: Two (2) Quality Assurance Consultants meeting the minimum		
5	and preferred qualifications, one (1) Mechanical and Related		
6	employee meeting the minimum and preferred qualifications, two		
6 7	(2) Quality Assurance Consultants meeting the minimum		
8	qualifications and twenty (20) Mechanical and Related employees		
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10	meeting the minimum qualifications apply for a Quality		
10	Assurance Consultant Vacancy. Only the five (5) senior		
	Mechanical and Related employees that meet the minimum		
12	qualifications will be considered for the Department Selection		
13	Process. Seniority will be determined per B item 3 above.		
14			
15	d. The candidate with the highest score will be awarded the vacancy.		
16	If two (2) or more candidates have the same score, the senior		
17	candidate will be awarded the position.		
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19	e. Candidate scores will remain on file for twelve (12) months		
20	following the completion of their interview. This score may be		
21	used should they apply for other Quality Assurance Consultant		
22	vacancies within this twelve (12) month period.		
23			
24	f. Quality Assurance Consultants may be temporarily upgraded to		
25	Senior Quality Assurance Consultants based on the needs of		
26	service, qualifications and seniority.		
27	····, 1·····,		
$\overline{28}$	g. Bid area(s) will be established by the Company and Quality		
29	Assurance Consultants may be cross-utilized between the bid areas		
30	Assurance constituints may be cross utilized between the ord areas		
31	h. Employees selected for Quality Assurance Consultant positions		
32	will begin accruing Quality Assurance Seniority from the day they		
33	are awarded the position.		
34	are awarded the position.		
35	(D) For filling vacancies for Maintanance Dianning and Technical		
35 36	(D) For filling vacancies for Maintenance Planning and Technical		
30 37	Documentation Specialist		
38	Employees selected for consideration for Maintenance Dianning or		
	Employees selected for consideration for Maintenance Planning or		
39 40	Technical Documentation Specialist positions will be selected		
40	based on their past work record, attitude and job performance, and		
41	ability to pass a written and/or oral exam in addition to their ability		
42	to meet the minimum qualifications and/or preferred qualifications.		
43	The Local Chairman, PIT will be notified of any vacancy to be		
44	filled as it is posted on the system.		
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Employees selected will be required to serve a ninety (90) work day probationary period, excluding all classroom training and will be subject to an eighteen month stability period. Employees promoted will be given a minimum of thirty (30) workdays to prove they can perform the work to the satisfaction of the Company.

1. BID AREA IMPROVEMENT

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Employees in bid areas with multiple shifts (i.e. daylight and afternoon) and/or days off may file a transfer request to improve their shift and/or days off within a bid area and location. Improvement awards will be made to the senior employee with an improvement bid on file at the time of the award. Following bid area improvement any vacancy (which the Company decides to fill) will be filled as follows:

2. INTRA-DEPARTMENT TRANSFERS (Excludes Senior Positions)

Following Bid Area Improvement (where applicable), employees in departments with multiple bid areas may file a transfer request for any initial vacancy only in their department. Any vacancy (which the Company decides to fill) will be awarded to the senior employee in the department and classification that has a transfer request on file at the time of the award, provided the employee meets the minimum qualifications, is not in a stability or probation period and has satisfactory attendance/performance. An employee awarded a vacancy through the Intra-Department Transfer will be subject to an eighteen (18) month stability period.

3. DEPARTMENTAL SELECTION PROCESS

Following any Bid Area Improvement and/or Intra-Department Transfer as described in paragraphs A and B above, any vacancy, Senior vacancy or Technical Documentation Specialist vacancy (which the Company decides to fill) will be filled using the Departmental Selection Process as described below.

a. The Company will establish an interview panel consisting of Maintenance Planner/Material/Technical Documentation management and an equal number of trained Maintenance Planners, Material Planner, Material Controller or Technical Documentation Specialist employees or Seniors as applicable. The panel members will attempt to reach a consensus on each candidate's score for each rated area. If consensus cannot be reached,

1 2 3 4 5		the panel members' scores will be averaged to determine the candidate's score. Where there is significant disparity between the panel members' scores, Human Resources will resolve through another interview.
2 3 4 5 6 7 8 9 10 11 12 13 14	b.	The company will establish and list preferred qualifications when the vacancy is posted. A and P license will be considered as part of the preferred qualifications for Senior Line Maintenance Planner positions. Employees with previous Company senior line maintenance planning experience will be considered as meeting the preferred qualification described above to bid for the position.
14 15 16 17 18 19 20 21	c.	 Where there are more than ten qualified bidders meeting the minimum and two (2) of the preferred qualifications, the Company may limit the interviews as follows: 1) Maintenance Planner/Technical Documentation Classification Seniority, 2) Time under the Agreement Seniority,
22 23 24 25	d.	 3) Company Seniority, 4) New employees. Where fewer than ten (10) bidders meet the minimum and
26 27 28 29	u.	two (2) preferred qualifications, the Company may consider additional candidates in order to establish a candidate pool for consideration as follows:
29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47		 Maintenance Planner/Technical Documentation employees that meet the minimums and one (1) preferred qualifications. Other Mechanical and Related employees that meet the minimums and one (1) preferred qualifications. Maintenance Planner/Technical Documentation Specialist employees that meet the minimum qualifications. New employees that meet the minimum qualifications and one (1) preferred qualifications. Other Mechanical and Related employees that meet the minimum qualifications along with new employees that meet the minimum qualifications.

Example: Two (2) Maintenance Planner/Technical Documentation Specialists meeting the minimum and preferred qualifications, one (1) Mechanical and Related employee meeting the minimum and preferred qualifications, two (2)Maintenance Planner/Technical Documentation Specialists meeting the minimum qualifications and twenty (20) Mechanical and Related employees meeting the minimum qualifications apply for a Planner/Technical Documentation Maintenance Specialist Vacancy. Only the five (5) senior Mechanical and Related employees that meet the minimum qualifications will be considered for the Department Selection Process. Seniority will be determined per B item 3 above.

- e. The candidate with the highest score will be awarded the vacancy. If two (2) or more candidates have the same score, the senior candidate will be awarded the position.
- f. Candidate scores will remain on file for twelve (12) months following the completion of their interview. This score may be used should they apply for other Maintenance Planner/Technical Documentation Specialist vacancies within this twelve (12) month period.

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

Realignment, redeployment and rebids for MOC, Inspector, Quality Insurance, Mechanic, Stock Clerk and Utility will be accomplished using the shift preference sheets as follows:

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

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A minimum fourteen (14) days notice prior to the effective date of a rebid is required. This notice will contain: the cut-off date for submitting any changes to the shift / days off preference listing, the date of the selection process and the effective date of the rebid. The new shift breakdown, by position, and days off will also be provided. Positions awarded as a result of the realignment / redeployment / rebid, must be posted at least five (5) days prior to effective date of the schedule change. 1 2 3 4 5 6 7 8 Realignments may occur when there is no change in total staffing levels in a bid area by classification, but there is a change in shift staffing level or start times. Employees who are reduced or bumped may only exercise their seniority in their current classification and bid area. Other employees in the classification and bid area will be considered for the available vacancies within the bid area in seniority order in their proper work classification based on their Shift Days Off Preference Sheets on file at the time of the realignment.

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10 Redeployments may occur when there is a reduction in staffing 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 the positions within the bid area in seniority order in their proper work classification based on their Shift Days Off Preference Sheets on file at the 15 time of the redeployment.

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

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

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

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.

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

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

(F) Realignment, redeployment and rebids for Aircraft Maintenance Planner, Material Planner, Material Controller and Technical Documentation will be accomplished as follows:

- 1. When the Company determines, based on the needs of service, that a reduction of employees in a bid area at the location is needed and there is an equal or greater number of positions required in another bid area in that location, the Company may reallocate the manpower utilizing a local realignment. In the event of a local realignment, volunteers in the bid area with the overage will be moved in seniority order to the open positions. In the event there are insufficient volunteers, junior employees in the bid area with the overage will be moved.
- 2. When a change in the allocation of staffing is required between bid areas and there is a reduction in headcount, the junior employees in the classification and location will be abolished. Other employees in bid areas where there exists an overage (who are not junior) will be allowed to bid in seniority order the vacancies created by the abolishment.

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

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

Maintenance	Valid A&P license and one of the
Control	following:
Technician	Four (4) years transport experience
	working aircraft mechanical
	systems;
	Or four (4) years military
	equivalent to transport experience
	working aircraft mechanical
	systems;
	Or four (4) years US Airways
	MOC/Part 121 carrier MOC
	experience
Maintenance	Valid A&P license, one (1) year
Control	technical training or military
(Avionics)	equivalent on aircraft avionics
Technician	systems, and four (4) years

	transport or military equivalent
	experience working avionics
	systems;
	Or Valid A&P license and four (4)
	years MOC avionics desk
	experience;
	Or Valid A&P license and four (4)
	years of documented line or base
	avionics experience.
Inspector	Valid A & P license
Inspector: -all avionics bid areas	Or valid general radio telephone
-an avionics blu areas	operator's license and eighteen (18)
	months experience in the
	Company's avionics shop.
Ingnostor	Valid A & P license
Inspector: -Instrument shop	Or valid general radio telephone
-mon union suop	operator's license and eighteen (18)
	months experience in the
	Company's instrument shop.
Ingnostore	Valid A&P license and one (1) year
Inspector: -NDT	aircraft mechanical experience.
Inspector:	Valid A&P license and two (2) year
-Avionics shop	aircraft mechanical experience.
-	anciant mechanical experience.
-Instrument shop -NDT	
Lead Mechanic:	Valid general radio telephone
-Line	operator's license and eighteen (18)
-Avionics bid	months experience as a Company
	Line Avionics Mechanic
Lead Mechanic:	Valid general radio telephone
-Avionics shop	operator's license and eighteen (18)
-Calibration shop	months experience in the
Callor anon bloch	Company's Avionics shop or
	calibration lab.
Lead mechanic:	Valid general radio telephone
-Instrument shop	operator's license and one (1) year
more amone prop	experience in the Company's
	instrument shop.
Lead Mechanic:	High school education or equivalent
-Ground Equipment Shop	and eighteen (18) months training
Ground Equipment Shop	
	in automotive/aircraft mechanical
	in automotive/aircraft mechanical maintenance or one (1) year
	in automotive/aircraft mechanical maintenance or one (1) year mechanical experience on aircraft
Lood Machania:	in automotive/aircraft mechanical maintenance or one (1) year mechanical experience on aircraft or automotive equipment.
Lead Mechanic: -Line Maintenance	in automotive/aircraft mechanical maintenance or one (1) year mechanical experience on aircraft

	mechanical experience.
Lead Mechanic:	One (1) year Company Machine
-Machine shop	shop experience.
Lead Mechanic:	Valid A&P license and one (1) year
-Maintenance Check	aircraft mechanical experience.
Lead Mechanic:	High school education or equivalent
-Plant Maintenance	and one (1) year mechanical
	experience
	on aircraft or automotive equipment
	or
	one (1) year commercial plant
	maintenance mechanical
	experience.
Lead Mechanic:	One (1) year Company Plasma shop
-Plasma shop	experience.
Lead Mechanic:	One (1) year Company Plating shop
-Plating shop	experience.
Lead Mechanic:	Valid A or P license and one (1)
-Tool room	year aircraft mechanical experience.
Lead Mechanic:	One (1) year Company Weld shop
-Weld shop	experience.
Lead Mechanic:	Valid P license and one (1) year
-APU shop	aircraft mechanical experience in
-Jet Repair Shop	the Company's APU, Jet repair, Jet
-Jet Assembly shop	assembly shops or Test Cell.
-Test Cell	
Lead Mechanic:	Valid A&P license and one (1) year
-Electric shop	aircraft mechanical experience.
-Base Maintenance	
-Hydraulic shop	
-Accessory shop	
Lead Mechanic:	Valid A license and one (1) year
-Composite/Flight Control Shop	experience in the Company's
Lead Mechanic.	Composite shop.
	Valid A license and one (1) year
-Landing Gear/Flap	aircraft mechanical experience.
Components Shop -Power Plant Shop	
-Power Plant Shop -Metal shop	
-Nietai shop -Seat shop	
-Seat shop -Sheet Metal shop- Slide shop	
-oncer metal shop- once shop	
-Trim shop	
-Wheel & Brake shop	

Note: One year as an Inspector in a bid area will qualify as experience for the purposes of bidding a Lead Mechanic position in that bid area.

Employees with less than one year with the Company may bid for posted Lead Stock Clerk vacancies and Lead Mechanic - line maintenance vacancies. Such bids will only be considered when no qualified bids are received.

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Mechanic:	Valid A or P
-Electric shop	Or one (1) year experience in the
	repair/overhaul of
	electric/electronic equipment.
Mechanic:	Eighteen (18) months training in
-Ground Equipment shop	automotive/aircraft mechanical
	maintenance
	Or one (1) year mechanical
	experience on aircraft or
	automotive equipment.
Mechanic:	Valid general radio telephone
-Instrument shop	operator's license and one (1) year
	experience in the repair/overhaul
	of aircraft instruments or
	equivalent.
Mechanic:	One (1) year mechanical
-Plant Maintenance	experience on aircraft or
	automotive equipment
	Or one (1) year commercial plant
	maintenance mechanical
	experience.
Mechanic:	One (1) year experience in an
-Machine shop	accredited machine shop or a
	certificate of completion from an
	accredited vocational machine
	shop course and must
	satisfactorily demonstrate his
	qualifications by successfully
	completing a test, mutually agreed
	upon by the Company and Union,
	prior to acceptance into the
	Machine shop.
Mechanic:	One (1) year experience in aircraft
-Plasma shop	mechanical maintenance or
	eighteen (18) months training in
	aircraft mechanical maintenance
	or one (1) year experience in the

	Company's Machine or Weld
	shop.
Mechanic:	Valid P license or one (1) year
-Test Cell	aircraft mechanical experience in
	the Company's APU Jet Assembly
	or Jet Repair shops.
Mechanic:	One (1) year experience in
-Weld shop	welding of type and equipment
	utilized by the Company and must
	satisfactorily demonstrate his
	qualifications by successfully
	completing a test, mutually agreed
	upon by the Company and Union,
	prior to acceptance into the Weld
	shop.
Mechanic:	Valid A&P license.
-Line Maintenance	
-Maintenance Check	
Mechanic:	Valid general radio telephone
-Avionics shop	operator's license and eighteen
-Calibration Lab	(18) months mechanical
	experience in the repair and
	maintenance of avionics
	equipment or digital electronic
	components.
Mechanic:	Valid general radio telephone
-Line Avionics	operator's license and
	eighteen(18) months mechanical
	experience in the repair and
	maintenance of aircraft avionics
	systems, Or a valid A& P License and a
	valid general radio telephone
	operator's license or in lieu of an
	A&P license, have the experience
	necessary to obtain a repairman's
	certificate.
Mechanic:	Valid general radio telephone
-Line Avionics	operator's license and
	eighteen(18) months mechanical
	experience in the repair and
	maintenance of aircraft avionics
	systems,
	Or a valid A& P License and a
	valid general radio telephone operator's license or in lieu of an A&P license, have the experience

	necessary to obtain a repairman's
	certificate.
Mechanic:	Eighteen (18) months training in
-APU shop	aircraft mechanical maintenance
-Battery shop	or one (1) year experience in
-Base Maintenance	aircraft mechanical maintenance.
-Hydraulic shop -Jet Assembly	
shop	
-Jet Repair shop	
-Landing Gear/Flap	
Components shop	
-Lavatory shop	
-Oxygen shop	
-Placard shop	
-Power Plant shop	
-Metal shop	
-Seat shop	
-Sheet Metal shop	
-Slide shop	
-Tool room	
-Trim shop	
-Wheel & Brake shop	
-Accessory shop	
-Composite/Flight Control shop	
- All other shops not listed Lead Interior Mechanic	Airframe License or Repairman
Lead Interior Mechanic	Certificate or satisfaction of
	eligibility requirements for
	Repairman Certificate and one (1)
	year Company experience.
Interior Mechanic	Airframe license
	Or Repairman Certificate
	Or satisfaction of eligibility
	requirements for Repairman
	Certificate.
Senior Quality Assurance	Three (3) years experience in the
-	Consultant Company's Quality
	Assurance group.
Quality Assurance	Three (3) years Aviation
	Maintenance Consultant related
	experience.
Lead Stock Clerk	One (1) year Company Stock
	Clerk experience.
Stock Clerk/Driver	CDL License, High school
	education or equivalent
	or one (1) year experience in store
	room,

	or material handling and a valid
	medical certificate per
	Department of Transportation
	regulations.
Stock Clerk/Stores	High school education or
Stock Clerk/Stores	equivalent or one (1) year
	experience in store room or
	material handling and a valid
	medical certificate per Department
	of Transportation regulations.
Senior Technical	Two (2) years experience as a
	Company Technical
Documentation Specialist	1 2
Technical Documentation	Documentation Specialist.
Specialist	High School Diploma or equivalent, demonstrated writing
Specialist	skills and knowledge of Federal
	Aviation Regulations and Procedures and one (1) of the
	following; a valid A&P license or
	two (2) years experience in aircraft mechanical maintenance.
Senior Maintenance Planner	
Senior Maintenance Planner	Two (2) years experience as a
	Company Maintenance Planner
	(including EO/CD and AD
Contra Materia	positions).
Senior Maintenance Planner	Two (2) years experience as a
-Material Controller Senior Maintenance Planner	Company Material Controller.
	Two (2) years experience as a
-Material Planner	Company Material Planner.
Material Planner – Aircraft	High School Diploma or
-Component/Power Plant shop	equivalent and one (1) of the
-Shop/Component Material	following; Certificate of
-Base/Base Support shop	completion of accredited aircraft
-Base Material	maintenance school, possess a two
-Line Maintenance Planning	(2) year college degree in a
-Line Maintenance Planning	aircraft maintenance field, one (1)
Support	year experience in material
-Maintenance Planner – Material	management or two (2) years
Controller	experience in an aircraft
-Maintenance Planner – Material	maintenance and/or flight
Planner	operations/logistics field.

1 Aircraft mechanical experience under this Article includes all 2 3 4 5 6 7 8 9 10 aircraft related bid areas. The following bid areas: Avionics shop, Calibration Lab, Ground Equipment shop, Instrument shop, Machine shop, Plant Maintenance, Planners, Plasma shop, Plating shop and Weld shop are not aircraft mechanical qualifying bid areas.

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

11 Qualifications under this Agreement are to be determined by work 12 experience as indicated on the hiring application, military records or 13 accredited training or educational experience. An employee may submit 14 updated work experience to the Company for consideration for 15 qualifications under the agreement. The Company will notify the employee 16 within thirty (30) days of the approval/disapproval of the updated work 17 qualifications. 18

19 For purposes of this Article, one (1) year of experience is understood to be 20 the standard two thousand, eighty (2,080) work hour year and eighteen (18) 21 months of training is understood to be one thousand, six hundred twenty 22 (1,620) classroom hours unless otherwise specified. 23

24 **(I**) If the successful bidder for a job is located at a station other than 25 the station where the job is to be filled, the Company will furnish free space 26 available, Company business transportation for the employee and space 27 available transportation for his dependents, to the extent permitted by law, 28 from the point from which he is transferring to the location of the job. 29

30 All other expenses incident to a transfer shall be borne by the employee 31 unless the job fails to continue for six (6) months, in which case all 32 reasonable and normal moving expenses both to and from the location will 33 be borne by the Company. And if the job fails to continue for one (1) year, 34 all normal moving expenses will be borne by the Company to the next point 35 on the system where he becomes located.

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37 Seniority of the successful bidder shall begin on the day following **(I)** 38 the closing of a bid provided, that in order to accrue seniority in a Premium 39 Classification, the employee must be able to accept such work assignment 40 within thirty (30) work days and must not voluntarily bid from such 41 classification during the first (1st) one hundred eighty (180) days after being 42 awarded the job.

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44 The new rate of pay, if higher, shall begin on the date the employee actually 45 starts work in the new position, or on the twenty-fifth (25th) day after the 46 award of the bid, whichever occurs first.

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

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 \end{array}$ No employee will be given a permanent transfer of domicile **(K)** against his wishes. The Company may assign employees to work for which they are qualified to any shift with a start time within one hour of their scheduled start time not to exceed a period of twelve (12) work days. The needs of the service shall dictate when transfers shall be made, and no arbitrary transfers shall be affected. For transfers in excess of one (1) full shift employees shall receive written notice of the expected duration of the 12 transfer.

14 (L) It is agreed that Company Policy is to offer employees hereunder 15 an opportunity to fill related supervisory vacancies when deemed practical 16 and the efficiency of operation is not handicapped. All employees desiring 17 consideration for supervisory positions may feel free to advise the 18 management of such desire for consideration in writing. 19

20 It is the Company's intent to continue to select on-the-job 21 instructors from employees covered by this Agreement. It is the Company's 22 further intent to offer vacancies in these positions to employees with one (1) 23 or more years seniority. Vacancies in the Maintenance Planning and 24 Technical Documentation areas will be filled through the Department 25 Selection Process per paragraph (D) above. 26

27 **(M)** If a Utility or Stock Clerk vacancy is not filled pursuant to Article 28 9, paragraph (A) 2., Mechanics or Stock Clerks on furlough will be 29 considered for any such vacancies for which they have a request on file. 30 Mechanics or Stock Clerks awarded such vacancies will be paid the 31 applicable Utility or Stock Clerk rate while performing work in that 32 classification, and will be considered probationary in that classification for 33 the first ninety (90) days. Upon recall to the Mechanic or Stock Clerk 34 classification, they shall continue to accrue seniority in the Utility or Stock 35 Clerk classification whether or not they have completed probation in the 36 lower classification.

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$ \begin{array}{c} 1 \\ 2 \\ 3 \end{array} $	ARTICLE 10. LEAVES OF ABSENCE
2 3 4 5 6 7 8 9	(A) When the requirements of the service will permit, any employee shall, upon proper application and approval of the Company, be granted a leave of absence, in writing, for a period of not to exceed ninety (90) days. Under such leaves, the employees shall retain and continue to accrue seniority.
10 11 12 13 14 15 16	Requests for leaves of absence shall be submitted to the Company in writing through the Local Committee, who shall recommend approval or disapproval with reasons therefore. Should the Company and the Local Committee disagree on the disposition of the request, they shall jointly discuss the matter without delay, but final decision shall be the Company's responsibility, if mutual agreement cannot be reached.
17 18 19 20 21	(B) Such leave or leaves may be extended for additional periods not to exceed ninety (90) days when requested on an official leave of absence form and such request is approved by both the Company and the Union in writing.
22 23 24 25 26 27	(C) Employees accepting full time employment with the Union shall, during such employment, be granted an indefinite leave of absence by the Company. Such leave will not affect the seniority status of the employee. The employee selected as System General Chairman shall have all employee's benefits, continue in effect during his leave of absence.
28 29 30 31 32 33	(D) Any employee who has exhausted all sick leave, and continues to be absent due to sickness or non-occupational injury in excess of fourteen (14) calendar days, will be placed on medical leave of absence using the standard leave of absence form, and must present proper medical documentation detailing reason(s), physical limitations, time limits, etc.
34 35 36 37 38 39	An employee granted an indefinite medical leave, which does not detail time limits, shall at the end of the first one hundred twenty (120) day period reconfirm his sickness or physical disability. If the sickness or disability continues, the employee is required to reconfirm his medical condition at the end of each one hundred twenty (120) day period.
40 41 42 43 44	Employees on sick leave, personal leave, education leave, authorized Union business leave, medical leave of absence, or occupational injury leave for more than ninety (90) work days will return to work in accordance with the provisions of paragraph (E) of this Article.

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 obtain the desired education and, if the leave is granted, any return prior to specified time requested shall be to a vacancy filled per Article 9, paragraph (A). An employee granted an educational leave of absence shall continue to accrue seniority during the first ninety (90) days of such leave. For educational leaves in excess of ninety (90) days, the employee shall retain but shall not accrue seniority.

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

12 **(E)** An employee returning from an authorized leave of absence, or 13 extension thereof, will be returned to the Bid Area and Shift held when the 14 leave was granted. If the job no longer exists, or has been filled by a more 15 senior employee, he shall exercise his seniority within his bid area by 16 bumping the junior employee in the bid area. In the event that a returning 17 employee causes another employee to be bumped, the junior employee on 18 the overage shift will be required to bump the junior employee in the bid 19 area. 20

21 Any employee on personal, medical, or occupational leave of **(F)** 22 absence, of more than seven (7) consecutive calendar days, engaging in $\overline{23}$ gainful employment not provided for in paragraph (C) of this Article 24 without written permission from the Company and the Union, or engaging 25 in activities which may bring discredit to the Company or its employees, 26 shall be deemed to have resigned and his name stricken from the seniority 27 roster. 28

29 Employees will receive a maximum of eighty (80) hours free from (G) 30 duty within a fourteen (14) calendar day period in a calendar year for annual 31 reservist training except with appropriate reserve orders an employee's 32 annual reserve training may be two separate one week periods with each 33 period a maximum of forty (40) hours within a seven (7) day period. Such 34 leave will not count against the employee's vacation. The Company will 35 pay the employee the difference between his regular pay and the amount 36 received from the military. Employees will be required to provide the 37 Company with a copy of their reserve training orders and will be required to 38 submit to the Company proof of the amount of pay received from the 39 military within fourteen (14) days after the employee returns. This amount 40 (excluding expenses) will be deducted from the employee's next paycheck. 41

42 (H) Any employee elected or appointed to a full-time governmental
43 office (i.e., Federal, State, Local) will be granted a political leave of absence
44 not to exceed the term of office, or subsequent reelection or reappointment.
45 The application for a political leave must be made in writing to the
46 Company, with a copy to the Union. An employee granted a political leave
47 will retain and accrue classification seniority for the period of the leave,

however, no other Company benefits or privileges will be granted or accrued, nor will time on political leave constitute continuous service for pension plan benefits. Employees granted a political leave must give thirty (30) days notice of intent to return.

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

$ \begin{array}{c} 1 \\ 2 \\ 3 \end{array} $	<u>v</u>	ARTICLE 11. ACATION WITH	<u>PAY</u>	
1 2 3 4 5 6 7	(A) All employees h one (1) year or more as of of one (1) week minimum	f January 1, will be		with the Company for d to an annual vacation
8 9 10 11	Vacation accrual (12) months service will vacation allotment.	for any employee w be one-twelfth (1/1		
12 13 14 15 16 17 18	In order to accru an active pay status for te scheduled to work five (5) pay status for eight (8) or to work four (4) days a v do not accrue vacation.	n (10) or more worl) days a week, or en more work days in a	k days nploye 1 mont	ees must be in an active h if regularly scheduled
19 20 21 22 23	Vacation compe employee occupies during with the Company less th entitled to vacation in acco	this vacation period nan twelve (12) more	l. Em nths a	s of January 1, will be
24 25	Complete Months of Servi	ce as of January Ho	urs Va	cation
26	1 Month		8	Hours
27	2 Months		8	Hours
28	3 Months		8	Hours
29	4 Months		16	Hours
30 31	5 Months		16	Hours
32	6 Months 7 Months		16 24	Hours Hours
33	8 Months		24 24	Hours
34	9 Months		32	Hours
35	10 Months		32	Hours
36	11 Months		40	Hours
37	12 Months		40	Hours
38				
39 40	(B) Vacation allowances	s are as follows:		
40 41	Completed	Vacation Allowand	20	
42	Years of Service	in Work Hours		
43	1	80		
44	5	120		
45	12	160		
46	25	200		

1 It is understood that vacation accruals shall be due from January 2 1, after the employee completes required specified years of service period.

3 (C) Employees will be permitted to select their vacation in a shop, 4 station, or department in which they are employed in accordance with their 5 length of service under this Agreement. Where mutually agreed between the 6 Company and the Local Committee, vacations may be selected by other 7 than shift in a shop, station or department. The three (3) basic shifts will be 8 recognized for vacation selection purposes.

- 9 1. The Company will submit to the Union at each shop, function 10 and location by October 15th the vacation schedule for the succeeding year. 11 Employees may reserve up to one hundred twenty (120) hours of earned 12 vacation to be taken one (1) or more days at a time (DAT). Any changes to 13 the number of DAT's the employee had the previous year must be made by 14 midnight, November 1st. Employees who do not elect to change the number 15 of DAT's will have the same number of DAT's as in the previous year. 16 Employees will have up to December 1st to choose vacation periods, and 17 the Company shall post the vacation assignments as indicated from the 18 employee's preferences by December 20. 19
- 20 Excluding MOC, OA, Planner and Tec Doc. The Company 2. 21 will allow a minimum of one (1) employee off for every forty (40) weeks 22 accrued vacation in a job classification by shift. For example: One (1) to 23 forty (40) weeks, one (1) employee will be off; forty-one (41) to eighty (80) 24 weeks, two (2) employees will be off, etc. (Leads will be included in their 25 Basic Classification as follows: (1) Inspector, (2) Lead Mechanic -26 Mechanic, (3) Lead Stock Clerk -Stock Clerk, (4) Lead Utilityman -27 Utilityman). However, Leads will bid vacation on a separate list when the 28 total Lead vacation accrual on a basic shift within a bid area is twenty (20) 29 weeks or more. When Leads are bid on a separate list all Lead vacation 30 periods designated for DAT will be included for purposes of establishing 31 the allowable number or employees off under the one (1) to forty (40) ratio. 32 Where the Company elects to make additional vacation weeks available 33 above the one (1) to forty (40) ratio, such weeks will be posted subject to 34 the needs of service. 35
- 36 3. Excluding MOC, QA, Planner and Tec Doc. The first eighty 37 (80) hours of vacation designated as DAT each year will not be included, 38 for the purpose of establishing the allowable number of employees off, 39 under the one (1) to forty (40) week ratio. It is further agreed that a single 40 list will be utilized for vacation bidding when the total accrued weeks 41 within the above job classifications in any shop, function or location do not 42 total forty (40) weeks.

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

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

13 Any employee wishing to use DAT vacation must provide the 6. 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 employee seeks DAT vacation, seniority under the Agreement will govern. 20 Once granted, senior employees will not be permitted to take DAT days 21 already awarded to a junior employee. If an employee gives less than the 22 required five (5) day notice and/or makes a request, which exceeds the ratio, 23 the Company may, at its sole option, grant the DAT vacation request. (Also 24 see Article 17, paragraph (M) 16.) 25

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

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

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

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

11. Comp days may be taken in half (1/2) day increments based on the needs of service as determined by the Company.

43 (D) Maintenance Control Technicians 44

In MOC, sufficient vacation slots will be made available for
Maintenance Control Technicians to take accrued vacation based on the
needs of service. Vacation weeks that become available after the

vacation bidding process has been completed may be requested and awarded based on seniority.

2. Subject to the requirements of the Company, employees covered by this agreement will select their vacation in MOC in accordance with length of service under this agreement. Every effort will be made to allow all vacations during desirable months. Vacation may be taken one (1) week at a time.

(E) Quality Assurance Consultants

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1. In Quality Assurance, sufficient vacation slots will be made available for Quality Assurance Consultants to take accrued vacation based on the needs of service. Vacation weeks that become available after the vacation bidding process has been completed may be requested and awarded based on seniority.

2. Subject to the requirements of the Company, employees covered by this agreement will select their vacation in Quality Assurance in accordance with length of service with the Company. Every effort will be made to allow all vacations during desirable months. Vacation may be taken one (1) week at a time.

(E) Planner / Technical Documentation Specialists

1. In Maintenance Planning, Material Planning, Material Control and Technical Documentation, sufficient vacation slots will be made available for Aircraft Maintenance Planners, Material Planners, Material Controllers and Technical Documentation Specialists to take accrued vacation based on the needs of service. Vacation weeks that become available after the vacation bidding process has been completed may be requested and awarded based on seniority.

Subject to the requirements of the Company, employees covered
by this agreement will select their vacation in accordance with
Classification seniority. Every effort will be made to allow all vacations
during desirable months. Vacation may be taken one (1) week at a time.

39 Vacation and compensatory time accrued through the last day of **(G)** 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. Any employee on active 43 military leave in lieu of pay, may bank accrued vacation for up to a 44 maximum of one (1) year's accrual. Employees who elect to bank vacation 45 under these provisions must take the banked vacation in the year of their 46 return where practicable. Where not practicable banked vacation must be 47 taken in the year following their return to work. Block vacation not used

will be forfeited. In case of the death of an employee, the amount due shall be paid to his legal heir or representative.

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

1. Receive holiday pay for holiday(s) and extend vacation by applicable number of day(s), or

2. Receive no holiday pay for holiday(s), extend vacation by applicable number of day(s) and bank applicable number of compensatory day(s), or

3. Receive vacation pay on holiday(s), do not extend vacation and bank applicable number of compensatory day(s).

4. Extensions will occur on the first regularly scheduled work day(s) following the vacation period unless local management approves granting the extension on the last regularly scheduled work day(s) before the vacation period.

5. Extensions of vacation resulting from this provision will not be counted toward the allowable number of employees off, as described in this Article.

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

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

36 (K) Excluding MOC, QA, Planner and Tec Doc. The Company will
37 make every effort, consistent with the needs of the service, to allow
38 employees required to move to a different shop, station, or department as a
39 result of a reduction in force, to take the vacation period they had in their
40 previous bid area.

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

Bid Vacation periods may not be cancelled unless another vacation
 period can be simultaneously awarded. Employees who continue to be out

on sick and/or OJI Leaves who have accrued unused vacation will be placed on vacation by the Company so that their vacation will be exhausted just prior to the years end since unused block vacation can no longer be carried over.

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

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 \end{array}$ Excluding MOC, QA, Planner and Tec Doc. Vacation week **(M)** vacancies that become available, after the normal bidding cycle is complete, 11 as a result of bid awards, exercise of seniority, leave of absence, or selection 12 change shall be posted within the shop, station, or department on the 13 Wednesday immediately following such change for a period of seven (7) 14 calendar days. An employee entering a shop, station, or department, who 15 has not yet moved, may bid and be awarded available vacation week 16 vacancies provided the available vacation week(s) begins on or after the 17 report date of the new assignment. At the close of such period the bid will 18 be awarded to the successful senior bidder. It is further understood that 19 should the vacation ratio be exceeded for any reason, the vacation period 20 will not be posted or considered open. 21

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

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29 **(O)** Employees are required to exhaust all paid leave, including 30 vacation available for use during the current year prior to being placed on unpaid medical leave for non OJI approved FMLA and/or unpaid medical leave. Employees may not use sick leave to supplement OJI but may use vacation for FMLA OJI and may use vacation for non FMLA OJI.

36 **(P)** Priority for granting DAT vacation time-off will be as follows: 37 DAT then compensatory day.

ARTICLE 12. SICK LEAVE, PREMIUMS AND BONUSES

(A) Employees with more than one (1) month service with the Company will accrue eight (8) hours of sick leave credit for each month (excluding the months of June and October) of continuous service up to a maximum of one thousand, six hundred (1600) hours credit.

Employees on sick leave shall receive their sick leave **(B)** compensation for the time accrued to their personal sick leave credit on the 11 regular established pay days. The first day of each sick occurrence will be 12 paid at fifty percent (50%) of the employee's scheduled hours and 13 decremented at fifty percent (50%) from the employee's available sick bank 14 hours. Employees who have seventy-five (75) or more days in their sick 15 bank on the date of the sick leave occurrence will be paid one hundred 16 percent (100%) and one hundred percent (100%) will be deducted from 17 their sick bank. Employees hospitalized overnight will have applicable sick 18 day paid at one hundred percent (100%) and one hundred percent (100%) 19 will be deducted from their sick bank. Employees must be in an active pay 20 status for ten (10) or more work days in a month if regularly scheduled to 21 work five (5) days a week, or employees must be in an active pay status for 22 eight (8) or more work days in a month if regularly scheduled to work four 23 (4) days a week in order to accrue sick leave for the month. Employees 24 receiving Severance Allowance do not accrue sick leave. 25

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

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

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

41 (D) It is the responsibility of the employee absent from work because
42 of illness to immediately report such absence and reasons therefore to his
43 immediate supervisor or any other locally Company approved reporting
44 method.

46 **(E)** The employees and the Union recognize their obligation of being 47 truthful and honest in preventing unnecessary absences or other abuses of

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1 sick leave privileges. Employees may be required to present confirmation $\begin{array}{c}2&3&4\\5&6&7&8\\9\end{array}$ of illness and the Company reserves the right to require, when in doubt of a bona fide claim a physician's certificate to confirm such sick claim. Employees who abuse sick leave privileges may be subject to disciplinary action by the Company.

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

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

15	Starting Times	Shift Premium
16		
17	Afternoon – 0900 through 1959	\$.51
18	Midnight – 2000 through 0559	\$.58
19	Rotating/Relief	\$.61

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

28 No Maintenance Control Technicians, Inspectors, Mechanics, Stock Clerks 29 or Utility employee shall be required to work more than two (2) different 30 shifts during a rotating or relief assignment. 31

32 Inspectors, Lead Mechanics, (except for Plant Maintenance, GSE, **(H)** 33 and Interior Mechanic bid area), Line Mechanics, Maintenance Control 34 Technicians, Base, Base Shop, Final Engine Assembly, Technical 35 Documentation Specialist and Senior Line Maintenance Planners who hold 36 and thereafter continue to hold any of the following licenses shall be paid as 37 follows

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- Two dollars and twenty-five cents (\$2.25) per hour for each 1. license (A&P only). Effective the first day of the first pay period following July 19, 2014. Employees will be paid a maximum of two (2) licenses.
- 44 2. Employees with previous Company Senior Line Maintenance 45 Planning experience will be considered as meeting the 46 preferred qualification for Senior Line Maintenance Planner. 47
 - Article 12

1 2 3	Valid FAA Mechanic Certificate with an Airframe or Power plant rating each rating considered as one (1) license.
2 3 4 5 6 7 8 9	FCC General Radio license will be considered two (2) licenses. Pay for FCC only applies to mechanics working in a line avionics function.
7 8 9 10	 Inspectors will receive a premium of seventy-five cents (\$.75) per hour effective July 21, 2014.
10 11 12 13	4. Stock Clerks will receive a premium of forty-five cents (\$.45) per hour effective July 21, 2014.
13 14 15 16 17 18 19	Should there be any change by the Government during the life of this Agreement in F.A.A. license requirements, or should the Government require further licenses from employees, all employees affected shall be given at least six (6) months from the effective date of change to obtain such licenses without change in status or pay.
20 21 22 23 24 25	(I) Employees are required to exhaust all paid leave, including vacation available for use during the current year prior to being placed on unpaid leave for non OJI approved FMLA and/or unpaid medical leave. Employees may not use sick leave to supplement OJI but may use vacation for FMLA OJI and may use vacation for non FMLA OJI.
25 26 27 28 29	(J) Employees are not eligible for sick pay on a designated holiday. Holiday as used in this Article is defined as the twenty-four (24) hour period beginning with the employees regular scheduled shift.

$ \frac{1}{2} $	ARTICLE 13. <u>TRANSPORTATION</u>				
2 3 4 5 6 7		Employees and their immediate family will be granted the same rtation privileges on the Company's system as may be established by ny regulations for all personnel.			
8 9 10	(B) employ	The Company will provide Space Positive Travel to Company ees and retirees on permanent full-time Union business as follows:			
11 12	The Company will authorize reasonable space positive travel (on self-book basis) for up to seven (7) union officials, providing that:				
13 14 15		 Such officials are employees or retirees of the Company, 			
15 16 17		• Are on full time Union Leave, and			
18 19 20		• Where the majority of their Union duties are related to the Company.			
21 22 23 24 25 26 27 28	travel is not lim Positive than ter	Such Space Positive travel is only authorized where the purpose of vel is all or substantially all related the Company. Space Positive is not authorized for commuting, or any Union business including but ited to training and union conventions. Officials authorized Space e travel will be required to complete a monthly summary (no later n (10) days from the close of the previous business month) detailing be Positive travel in the applicable month.			
29 30 31 32 33	(C) Employees laid off and not having sufficient seniority to entit them to a job at some other point on the system, and who desire to ser employment elsewhere will, upon application within one hundred twenty (120) days from the date of their lay-off be granted one (1) free spa available pass on the Company's system.				
34 35 36 37 38 39	eligible	Employees involuntarily furloughed on or after September 1, 2001, ceive on-line non-revenue travel privileges for themselves and family members while on furlough for a period not to exceed three rs following their last day of active service.			
40 41	(D)	Free and reduced rate on-line transportation will be provided in accordance with Company Policy.			
42 43 44 45 46 47	(E)	Quality Assurance Consultant's travel profile will be updated to reflect the authority to travel space positive for company business within thirty (30) days of the completion of his probationary period. Positive Space Travel and ticketing will be arranged by the Company prior to the employee's travel profile being updated.			

1 2 3 4 5	ARTICLE 14. <u>GRIEVANCE PROCEDURE</u>
3 4 5	(A) The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:
6	disputes between the parties under this Agreement shan be:
7	1. The Union will be represented by a properly designated
7 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 14	Chairman. This Committee will deal with officials of the Company together
14	with, or through the General Chairman, or other accredited representatives of the Union. The Local Chairman and one (1) committeeman at the
16	Pittsburgh Maintenance Base will devote one hundred percent (100%) of
17	their time to authorized Union business and shall be compensated at rates of
18 19	pay applicable to their classification by the Company. Committeemen shall be allowed whatever time is required for authorized Union business during
20	working hours, consistent with the needs of the service and shall be
21	compensated for such time at their straight time rate. "Authorized Union
22	business" is that relating to the investigation of grievances, disputes,
23 24	disciplinary action hearings, and grievance meetings with officials of the Company. In the conduct of such authorized Union business, the
25	committeemen shall notify their supervisor of their desire to leave their
26	work place, the reason therefore, and shall notify their supervisor of their
27	return. When it is necessary for committeemen to enter a department other
28 29	than their own, they shall report immediately to the supervisor of that department stating the nature of their business.
30	department stating the nature of their business.
31	3. The Company will be represented by an authorized
32	representative at each point, who will be empowered to settle all local
33 34	grievances not involving changes in Company Policy or the intent and purpose of this Agreement.
35	purpose of this Agreement.
36	4. The Union and Company will, at all times, keep the other
37 38	party advised through written notice of any change in authorized representatives.
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40 5. The General Chairman, or other accredited representatives of 41 the Union shall be permitted at anytime to enter shops or facilities of the 42 Company for the purpose of investigating grievances and disputes after 43 contacting the Company representatives in charge and advising the purpose 44 of their visit.

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

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

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 If no satisfactory adjustment is reached in the previous Step, it 3. 21 may be appealed with or through the Local Grievance Committee within ten 22 (10) days to the Department Head designated by the Company, who shall $\overline{23}$ evaluate the grievance or complaint and render his decision in writing in the 24 space provided for it on the standard official grievance form as soon as 25 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, it 31 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 General Chairman 38 on a frequency that will assure timely resolution or disposition of the 39 grievances at this level.

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

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 \end{array}$ 6. If no satisfactory adjustment is reached in the previous Step, the grievance and the decision thereon may be appealed to the System Board of Adjustment/Arbitration, as set forth in this Agreement, provided, however, said appeal must be submitted within thirty (30) days from receipt of the decision of the designated official or the grievance will be considered to have been withdrawn by the Union. Grievances appealed to the System Board of Adjustment/Arbitration will be discussed at a Review Board prior to the Arbitration. The Review Board will consist of four (4) members: the Director Labor Relations - Ground, one (1) Management designee, a 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.

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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.
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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.

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

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

ARTICLE 15. SYSTEM BOARD OF ADJUSTMENT/ARBITRATION

(A) In compliance with Section 204, Title 2 of the Railway Labor Act, there is hereby established System Board as amended. а 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.

12 13 **(B)** The System Board shall consist of three (3) members; one (1) 14 selected by the Company, one (1) selected by the Union and one (1) 15 selected for each dispute from a panel of ten (10) Arbitrators established by 16 mutual agreement between the Union and the Company. After a panel 17 member has served for a period of two (2) years, either party may request 18 that such member be removed from the panel. However, a member of the 19 panel may be removed during the term of this Agreement by mutual agreement between the parties. When a change is made, the parties will 20 21 select the new panel member(s) by the same method used to select the 22 original panel members. 23

(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.

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41 (F) All disputes properly referred to the Board for consideration shall42 be addressed to the Board Members.

2 3 4 5 6 7 8 9 10 11 12	 Question or questions at issue; Statement of facts; Position of employee or employees; Position of Company. When possible, joint submissions will be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board, which has not first been handled in accordance with the appeal provisions of this Agreement, including the rendering of a decision thereon by the President of the Company or his duly designated representatives.
13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	 (G) Upon receipt of notice of the submission of a dispute, the parties shall agree on a date for the hearing, or if at least two (2) members of the Board consider the matter of sufficient urgency and importance then at such earlier date and at such place as the parties shall agree upon, but not more than fifteen (15) days after such request for meeting is made. (H) An employee covered by this Agreement may be represented at System Board hearings by a person(s) designated by him and the Company may be represented by a person(s) designated by it. Evidence may be presented both orally and in writing. Individual members of the System Board may, summon any witnesses who are employed by the Company and
	 who may be deemed necessary by the parties to the dispute. (I) The decision of the System Board shall be rendered within thirty (30) days after the close of the hearing. A majority vote of the members of the System Board shall be necessary to make a decision. The decisions will be final and binding upon the Company, the Union and the grievant(s). (J) The time limits specified in this Article may be extended by mutual agreement between the parties to this Agreement. (W) Notking contained in this Article will be construed to limit restrict.
34 35 36 37 38 39 40 41 42	 (K) Nothing contained in this Article will be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees, the Company, or their duly accredited representatives under the provisions of the Railway Labor Act, as amended. (L) The System Board shall maintain a complete record of all matters submitted to it for consideration, and of all findings and decisions made by it.

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Each case submitted shall show:

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

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

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

1 2	ARTICLE 16. <u>SAFETY AND HEALTH</u>
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2 3 4 5 6 7	(A) The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities and to maintain at all times a registered first aid station to take care of its employees in case of accident or illness.
8 9 10 11 12 13 14 15 16	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.
17 18 19 20	(B) The Company, Union and employees will cooperate towards a prevention of work related accidents and the furtherance of an aggressive safety program.
21 22 23 24 25 26	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.
27 28 29 30 31 32 33 34 35 36	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.
37 38 39 40 41 42 43 44	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 Both the Union and the Company shall encourage employees to 6 utilize the Safety Committee for all unresolved safety related matters.
- 7 8

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

9 **(C)** Proper and modern safety devices shall be provided for all 10 employees working on hazardous or unsanitary work, such devices to be 11 furnished by the Company. Employees will not be required to use unsafe 12 tools or equipment. However, employees will be expected to report unsafe 13 tools or equipment to the foreman before refusing to use such defective 14 tools or equipment. The Company will furnish protective apparel, 15 equipment and devices to all employees required to work with acids or 16 chemicals that are injurious to clothing or employees. 17

18 **(D)** Employees injured while at work shall be given medical attention 19 at the earliest possible moment, and employees shall be permitted to return 20 to work without signing any release of liability pending the disposition of 21 settlement of any claims for damage or compensation. Such injured 22 23 employees who are able to work will be allowed to obtain medical attention without loss of time. It is the responsibility of the injured employee to 24 report an injury to his immediate supervisor during the work period in 25 which the injury occurred, if physically possible.

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

31 The Company will provide employees in the Machine shop, Sheet 32 Metal shop, Wheel and Brake shop, Weld shop and Quality Assurance with 33 both prescription and non-prescription safety glasses for use at work. 34 Employees provided prescription glasses must provide their own 35 prescription. One (1) pair of prescription glasses will be provided each three 36 (3) year period unless damaged in the performance of their duties or due to 37 a prescription change. Employees in bid areas not mentioned above may 38 purchase safety glasses at a one price cost of sixteen dollars and fifty cents 39 (\$16.50), provided the employee provides his own prescription.

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

ARTICLE 17. GENERAL AND MISCELLANEOUS

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

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

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

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

(D) The Company may establish the conditions under which uniforms are to be worn. New hire employees or employees transferring into the bargaining unit shall be required to purchase their own initial uniform. The initial set of uniforms shall consist of one (1) jacket (with removable liner) and ten (10) tops (shirts or T-shirts) and ten (10) bottoms (shorts or trousers) The employee may choose a coverall or jumpsuit in lieu of the shirt and trousers/shorts combination.

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

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

40 The Company shall replace uniform items (including rainsuits, 41 jackets or parkas) based on appearance and wear as determined by the 42 Company. The Company may, in its sole discretion, replace damaged 43 uniform items more frequently. The Company shall not be responsible for 44 replacing uniforms damaged by negligence or misuse by the employee. Employees must return to the Company uniform items purchased by the Company upon separation of employment or transfer out of the bargaining unit. Parkas must be returned if an employee is reassigned to a work location no longer requiring their use.

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

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

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Employees shall not use uniforms for personal wear.

Lab coats will be made available for Quality Assurance Consultant's use while on field assignments.

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

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

34 An employee who is called for jury service will be excused from **(G)** 35 work for the days on which he is required to serve and will receive for each 36 day of jury service on which he would have been regularly scheduled to 37 work, the difference between his regular hourly earnings and the actual 38 payment received for jury service. Employees must present proof of jury 39 service and the amount of pay received therefore. When an employee is 40 called for such service, he will be transferred to the day shift with Saturday 41 and Sunday as his regular days off. With the completion of his jury service, 42 said employee will return to his former shift and days off.

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(H) Upon providing proper documentation, employees shall be allowed
three (3) work days off without loss of pay if they suffer a death in their
immediate family. Employees on occupational injury while on bereavement
leave will not be entitled to additional days off upon their return from leave.

Immediate family for the purposes of this paragraph shall include: father or step-father (one (1) only), mother or step-mother (one (1) only), spouse, child, brother, sister, grandparents of the employee, father-in-law, motherin-law, or any legal dependent residing in the employee's household.

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

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

16 The Company may select technicians in Maintenance Control, Aircraft 17 Maintenance Planners, Material Planner, Material Controllers or Technical 18 Document Specialists for training based on the individual's needs for 19 additional training as determined by the Company. 20

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

1. Different shifts and/or stations within the bid area and 1 classification in which he was trained; or

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2. 2. Premium positions to establish seniority; or

3. A new job, if that job had not previously existed in that classification on a shift or in a shop, station or department; or

4. A different bid area where the specialized or manufacturer's training is provided to employees.

41 Stability periods will run concurrently with any Article 9 stability 42 period. The trained employee may be required to provide on the job training 43 to other employees.

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45 Stability periods will begin the day the employee begins 46 specialized or manufacture's training.

$ \begin{array}{c} 1 \\ 2 \\ 3 \end{array} $	NOTE: See "Letter of Agreement" on Airbus Aircraft on page 114 and/or 127.
2 3 4 5	Regular Work Day (Pre or Post-shift)
6 7 8 9	Training sessions may be scheduled pre-or post-shift for a minimum of one (1) hour up to a maximum of three and one-half (3 $1/2$) hours at time and one-half (1 $1/2x$) rate of pay and will not include any meal period.
10 11	Sixth and Seventh Day
12 13 14	Length of Training Sessions:
14 15 16 17	1. Four (4) hours minimum at time and one-half (1 $1/2x$) on sixth (6th) day.
17 18 19 20	2. Four (4) hours minimum at time and one-half (1 $1/2x$) on seventh (7th) day.
20 21 22 23 24	Employees who are assigned to an eight (8) hour scheduled training program may, in addition to classroom instructions, be assigned to productive work in connection with the training program.
25 26 27 28 29 30 31	(K) Metric tools that are deemed a requirement by the Company will be re-purchased at the option of the employee should he leave the employ of the Company, or the tools are no longer required, for a period of five (5) years from the date of purchase. The Company is only obligated to the extent of the prescribed requirement and when such tools were purchased through or from the Company.
32 33 34 35 36	(L) The Company will provide parking for employees at their work location and pay monthly parking fees as assessed by the appropriate authority. This provision will not apply to replacement charges to employees for parking decals, stickers, gate keys, or similar items.
37 38 39 40 41 42 43	Airport parking passes may be made available to Quality Assurance Consultants required to travel. In instances where parking passes are available, reimbursements for parking expenses will not be made. In cases where parking passes are not available, employees will be reimbursed for reasonable parking expenses.
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(M) Shift Swaps

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

1. The request must be in writing to the authorizing employee's immediate supervisor using the appropriate form and signed by both employees involved or submitted electronically where offered by the Company.

2. The request must be submitted not less than twenty-four (24) hours prior to the shift start time of the shift to be worked.

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

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

5. New hire employees working in probationary periods are not eligible to participate under these provisions. Employees serving in a probationary period due to an upgrade or transfer into a different bid area, will be permitted to shift trade with other qualified employees within their bid area and classification.

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

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

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

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

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

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

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

18 12. Employees who have a swap to work scheduled within 19 twenty-four (24) hours of a field service trip are ineligible for that field 20 service trip. If an employee is on a field service trip and it becomes evident that the field service trip will extend into a scheduled swap, the employee will notify management and the employee will be paid at the straight time rate of pay during the swap period. If an employee is on a field service trip and it becomes evident that the field service trip will extend into a 25 scheduled swap-off, the employee will notify management and the 26 employee will be paid at straight time rate of pay for any hours worked that fall within the employee's originally scheduled shift(s). No overtime 28 payment or paid rest will be paid as a result of working the swap. 29

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

33 14. Employees are personally responsible to remain in compliance 34 with Federal Air Regulations and Company requirements at all times 35 relative to personal duty time regulations. The Company requirement will 36 be no more than one (1) day above the minimum Federal Air Regulations. 37

38 15. If an employee agrees to work a double shift as a result of a 39 swap and later calls in sick, he will be charged with sick leave) for both 40 shifts missed. The employee returning from sick leave must also provide a 41 doctor's slip upon return to work or swap privileges will be suspended. 42

43 16. If an employee is denied a requested DAT/comp day due to 44 needs of service, and subsequently arranges for another employee to work 45 in his place, the employee shall be paid for the day at his appropriate 46 straight time rate and a DAT/comp day will be deducted. This DAT/comp 47 swap shall not count as a swap for purposes of the limitations in this provision.

17. One way swaps within the bid area from premium to basic classification (Example: Lead Mechanic to Mechanic, Lead Stock clerk to Stock Clerk, Lead Utility to Utility) may be permitted with management approval. Leads who swap to work a basic classification may be assigned to perform lead duties. If required to perform Lead duties he will be paid the applicable Lead premium for the entire shift.

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

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

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

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

(**R**) The Labor Advisory Committee will include one (1) representative designated by the IAM District 142 for the purpose of addressing issues of common interest among all employees at US Airways.

(S) Quality Assurance Consultants will be provided business cards within thirty (30) days of the completion of their probationary period.

ARTICLE 18 WAGE RATES
(A) The minimum hourly rates of pay are set out in Schedule A of this Agreement and shall be effective on the first day of the first pay period after date specified.
(B) Nothing in this Agreement shall be considered as preventing increases in individual rates or classifications over and above the minimum established.
(C) Employees shall be paid during their regular working hours, weekly on Friday, unless otherwise provided by applicable State laws. The payment on Fridays shall include all earnings up to and including the previous Sunday.
(D) Paychecks will include a statement of all wages and deductions made for that pay period.
(E) In the event a payday falls on a Federal legal holiday, employees will be paid on the day preceding such legal holiday.
(F) Employees will be permitted direct deposit of pay to financial institutions able to accept deposit through the Automated Clearing House (ACH) system.
(G) Employees recalled to work from a layoff shall be returned to their former position if the job still exists, and shall not be paid a lower rate than they were receiving prior to the layoff unless a new contract with a reduction in rates of pay shall at the time of recall be in effect between the Company and the Union.
(H) Employees working in a Lead, Senior or MOC position will receive one dollar seventy-five cents (\$1.75) per hour premium above the applicable base rate.
 (I) In addition, the below listed classifications may be eligible for an incremental adjustment above the minimum 3% to the top of scale rate of pay in applying the following: Industry Comparable Pay Rate Adjustment for Title I (AMTs) as outlined in the LAA (Legacy American Airlines)/TWU Mechanic and Related agreement will be applicable to Mechanics, Inspectors, and Lead Mechanics

1 2 3 4 5 6 7 8 9	• Industry Comparable Pay Rate Adjustment for Title II (GSE/Plant Maintenance) as outlined in the LAA/TWU Mechanic and Related agreement will be applicable to GSE and Plant Maintenance
6	• Industry Comparable Pay Rate Adjustment as outlined in
8	the LAA/TWU Materials Logistic Specialists agreement will be applicable to Stock Clerks
10	• Industry Comparable Pay Rate Adjustment as outlined in
11	the LAA/TWU Maintenance Control Technicians
12	agreement will be applicable to MOC
13	
14	Base rates of pay effective 9/12/16 - In the event a Joint Collective
15	Bargaining Agreement (JCBA) at the New American Airlines has not been
16	ratified prior to 9/12/16, a 1.5% increase to base rates of pay will be applied
17	and the amendable date of the agreement will be extended by one (1) year
18	
19	Base rates of pay effective $9/12/17$ – In the event a JCBA at the New
20	American Airlines has not been ratified prior to 9/12/17, a 1.5% increase to
21	the base rates of pay will be applied and the amendable date of the
22	agreement will become 9/12/18
23	

		MOC	
Increase	3.00%	3.00%	3.00%
<u>Step</u>	7/21/2014	<u>9/12/2014</u>	<u>9/12/2015</u>
1	25.83	26.61	27.41
2	26.77	27.57	28.40
3	27.74	28.58	29.43
4	28.44	29.30	30.18
5	29.14	30.02	30.92
6	29.65	30.54	31.45
7	31.78	32.73	33.71
8	34.31	35.34	36.40
9	35.99	37.07	38.19
10	37.29	38.41	39.57

	Inspector	
3.00%	3.00%	3.00%
7/21/2014	<u>9/12/2014</u>	<u>9/12/2015</u>
22.20	22.87	23.56
23.06	23.75	24.46
23.95	24.67	25.41
24.59	25.32	26.08
25.23	25.99	26.77
25.69	26.46	27.25
27.64	28.46	29.32
29.94	30.84	31.76
31.48	32.43	33.40
32.67	33.65	34.66
	7/21/2014 22.20 23.06 23.95 24.59 25.23 25.69 27.64 29.94 31.48	$\begin{array}{c ccccc} 3.00\% & 3.00\% \\ \hline 3.00\% & 3.00\% \\ \hline 7/21/2014 & 9/12/2014 \\ \hline 22.20 & 22.87 \\ 23.06 & 23.75 \\ 23.95 & 24.67 \\ 24.59 & 25.32 \\ 25.23 & 25.99 \\ 25.69 & 26.46 \\ 27.64 & 28.46 \\ 29.94 & 30.84 \\ 31.48 & 32.43 \\ \end{array}$

		<mark>Mechanic</mark>	
Increase	3.00%	3.00%	Article 18 3.0070
<u>Step</u>	7/21/2014	<u>9/12/2014</u>	<u>9/12/2015</u>
1	21.16	21.79	22.44
2	21.96	22.62	23.30
3	22.82	23.50	24.21
4	23.42	24.12	24.84
5	24.03	24.75	25.49
6	24.47	25.20	25.96
7	26.32	27.11	27.93
8	28.52	29.38	30.26
9	29.98	30.88	31.81
10	31.12	32.05	33.02

_		QAC	
Increase	3.00%	3.00%	3.00%
<u>Step</u>	7/21/2014	<u>9/12/2014</u>	9/12/2015
1	23.69	24.40	25.13
2	24.60	25.34	26.10
3	25.56	26.33	27.12
4	26.23	27.01	27.82
5	26.91	27.72	28.55
6	27.41	28.23	29.07
7	29.48	30.37	31.28
8	31.94	32.90	33.89
9	33.58	34.59	35.62
10	34.86	35.90	36.98

_		<mark>Tech Doc</mark>	
Increase	3.00%	3.00%	3.00%
<u>Step</u>	7/21/2014	<u>9/12/2014</u>	<u>9/12/2015</u>
1	22.00	22.66	23.34
2	22.84	23.52	24.23
3	23.73	24.45	25.18
4	24.36	25.09	25.84
5	24.99	25.74	26.51
6	25.45	26.21	27.00
7	27.37	28.19	29.04
8	29.66	30.55	31.46
9	31.19	32.12	33.09
10	32.37	33.34	34.34

		Planner	
Increase	3.00%	3.00%	3.00%
<u>Step</u>	7/21/2014	9/12/2014	<u>9/12/2015</u>
1	17.13	17.65	18.18
2	19.02	19.60	20.18
3	20.91	21.54	22.19
4	23.44	24.14	24.87
5	25.64	26.40	27.20
6	26.58	27.37	28.19
7	27.77	28.60	29.46
8	28.64	29.50	30.38

		<mark>Stock Clerk</mark>	
Increase	3.00%	3.00%	3.00%
<u>Step</u>	7/21/2014	<u>9/12/2014</u>	<u>9/12/2015</u>
1	13.48	13.89	14.31
2	14.98	15.43	15.89
3	16.47	16.96	17.47
4	18.46	19.01	19.58
5	20.18	20.79	21.41
6	20.93	21.55	22.20
7	21.87	22.52	23.20
8	22.55	23.23	23.93

		Utility	
Increase	3.00%	3.00%	3.00%
<u>Step</u>	7/21/2014	<u>9/12/2014</u>	<u>9/12/2015</u>
1	11.70	12.05	12.42
2	12.41	12.79	13.17
3	13.10	13.49	13.90
4	15.44	15.90	16.38
5	18.49	19.04	19.61
6	18.71	19.27	19.85
7	19.55	20.14	20.74
8	20.16	20.77	21.39

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

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

(A) Conditions.

1 2 3 4 5 6 7 8 9 Each employee of the Company covered by this Agreement who fails 1. 10 to acquire and maintain membership in the International Association of 11 Machinists and Aerospace Workers ("IAM") shall be required, as a 12 condition of continued employment, to pay to the IAM a monthly service 13 charge as a contribution toward the IAM's costs in the administration of this 14 Agreement and representation of the employee. The obligation to acquire 15 and maintain membership in the IAM, or pay a service charge in lieu 16 thereof, shall commence sixty (60) days after the effective date of this 17 Agreement, or sixty (60) days after the beginning of the employee's 18 employment under this Agreement, whichever is later; provided; however, 19 that membership in or financial support of the IAM shall not be required of 20 any employee until he has performed forty-two (42) days (336 hours) of 21 compensated service under this Agreement within a period of twelve (12) 22 consecutive calendar months. 23

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

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

(b) the employee's membership in the IAM was denied, or terminated for any reason other then the employee's failure to periodic dues, initiation fees, and assessments (not pay including fines and penalties) that are uniformly required as a condition of acquiring or retaining membership in the IAM. For purposes of this section, the IAM's dues, fees and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same work classification at the same time in the same Local Lodge.

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

44 4. To the extent legally permissible, the monthly service charge 45 described herein shall be in the amount equal to the IAM's regular 46 and usual monthly dues and assessments (not including fines and 47 penalties).

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

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

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 \end{array}$ (a) The General Chairman of the Union shall notify the employee 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 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

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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.

1 2 3 4 5 6 7 8 9 (d) Such decision on appeal shall be final and binding unless within seven (7) days thereof the Union requests in writing that the decision be reviewed in such joint conference by the Senior Vice President of Maintenance Operations or by his designated representative, and the General Chairman, or by his designated representative. If such request is made, the decision on appeal shall be reviewed in such joint conference within seven (7) days of the date such request is received, and any decision rendered within such seven (7) day period shall be final and binding. If the 10 decision on such review is that the employee has not complied with the 11 terms of this Agreement, his employment and seniority in that class or craft 12 shall be terminated within ten (10) calendar days of the date of said 13 decision, unless the Company and the Union agree otherwise in writing. 14

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

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

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

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

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(B) Dues/Service Charge Check-Off

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

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

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ASSIGNMENT AND AUTHORIZATION FOR PAYMENT OF DUES AND/OR SERVICE CHARGES TO INTERNATIONAL ASSOCIATIONS OF MACHINISTS:

TO US AIRWAYS, INC.

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

G •	CD	1
Signature	of Em	plovee:

Employee Number:_____

Address of Employee:

IAM Number:

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

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

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

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

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

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

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

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

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

1	ARTICLE 20.
2	SEVERANCE ALLOWANCE
3	
2 3 4 5 6 7 8 9 10	(A) <u>Entitlement</u> : Any employee with two (2) or more years of service whose employment is interrupted due to reductions in force while he is in a position covered by this Agreement shall be paid the severance allowance provided in paragraph (B) following, subject, however, to the limitations and qualifications and in accordance with the terms set out in paragraphs (B) and (F).
10 11 12 13 14 15	(B) <u>Service Requirements</u> : Employees who have completed two (2) or more years of service, on the date laid off will receive severance at the rate of one (1) week's pay for each completed year of service, up to a maximum of fifteen (15) weeks.
16 17 18 19 20 21 22 23	(C) <u>Computation and Method of Payment</u> : A week of severance allowance shall be computed on the basis of the employee's regular straight time hourly rate at the time of his employment interruption multiplied by forty (40) hours. Severance allowance shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continued to be paid until the employee is recalled or the severance allowance entitlement is exhausted, whichever occurs sooner.
24 25	(D) <u>Disallowances</u> : Severance allowance shall not be paid when the employee:
26 27	1. Is discharged for just cause, retires or resigns.
27 28 29 30 31 32	2. Has his employment temporarily interrupted because of a strike or picketing on Company premises, an Act of God, a national war emergency, revocation of the carrier's operating certificate(s), or grounding of the carrier's aircraft by Governmental order.
32 33 34 35 36	3. Elects to exercise any seniority, bumping or transfer afforded him under this Agreement to remain in active service with the carrier or accepts employment offered by the carrier.
30 37 38	(E) <u>Other Allowances</u> : The severance allowances provided herein shall be in addition to any or all other benefits provided under this Agreement.

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

$ \begin{array}{c} 1 \\ 2 \\ 3 \end{array} $		ARTICLE 21. <u>RETIREMENT</u>				
1 2 3 4 5 6 7	(A) Effective with the May 23, 2008 paycheck, the current 401K/Retirement Plans and Company match will be replaced with the IAM National Pension Plan. Contribution rates will be as follows:					
8 9 10 11	•	\$2.00 per hour for all Planners, Technical Documentation Specialists, Mechanics and higher classifications in accordance with plan rules.				
12 13 14	•	\$1.45 per hour for all Stock Clerk classifications in accordance with plan rules.				
15 16 17	•	\$1.05 cents per hour for all Utility classifications in accordance with plan rules.				
18 19 20	contrib	Employees may continue to participate in the voluntary employee ution 401K plan.				
20 21 22 23 24 25	Effective with the May 23, 2008 paycheck, the employer contribution to the current 401K/Retirement Plans for all Mechanic and Related and Stock Clerk employees is frozen from new Company contributions.					
26 27 28 29 30 31 32	In order to be eligible for the Employee Savings Plan, the employee must be eighteen (18) years of age or older. Additionally, an employee will be eligible to participate in the Savings Plan effective the 1st of the quarter following ninety (90) days of continuous employment. This includes part-time and full-time employees. Participation in the Employees Savings Plan requires employee enrollment.					
33 34	(B)	Retiree Medical Insurance				
35 36 37 38 39	An employee who works for US Airways, Inc., under the Agreement including his eligible spouse and dependents, and retires at age fifty-five (55) or older on or after March 1, 2005, will have medical benefits as follows:					
40 41		Pre-65 US Airways Employees who retire post 3/1/05				
42 43 44 45		 Retired employees may apply thirty eight (38) accrued sick pay hours per month, valued at \$13.25/hour, to your pre-65 medical premium. Retired employees will be responsible for medical premium costs 				
46		in excess of \$503.50. Monthly contributions will be calculated as				

1 2 3 4	the total cost of the plan and level of coverage you elect less \$503.50. Premium Equivalents will be recalculated annually based on the Plan's experience.
2 3 4 5 6 7 8 9 10 11	Once accrued sick pay has been exhausted retired employees will have the option to move to an "access only" medical plan where they will be responsible for paying 100% of the medical premium until they reach age 65. The medical premium for this "access only" plan will be different than the medical premiums for those using accrued sick pay to purchase the benefit and will be based on plan experience for the "access only" group.
12	plan experience for the access only group.
13	2) In lieu of #1 above, employees may receive a one-time cash
14	payment in the amount equal to \$10.80 times the number of
15	accrued sick leave hours in their sick bank up to a maximum of
16 17	twelve hundred (1200) hours. Choosing to receive this one time payment means that the employee and their dependents will not be
18	able to participate in the pre or post-65 health care programs,
19	including the "access only" plan noted above.
20	
21	3) At age 65 retired employees and their dependents will not be
22	eligible to participate in or have access to any post-65 medical plan
23 24	through US Airways.
24 25	4) Employees and their dependents will not be eligible for dental
26	coverage when they retire effective $3/1/05$.
27	
28	Post-65 US Airways Employees who retire after 3/1/05
29	
30	1) From $3/1/05$ through $12/31/05$ retired employees will have the
31 32	opportunity to remain enrolled in the AdvancePCS pharmacy plan
32 33	- The monthly contributions charged for this coverage are based on a Defined Dollar Benefit (DDB) Cap of \$950
34	per year, per individual and are as follows;
35	
36	Premium Equivalent Employee
37	Contribution
38	
39	Ee \$127.50 \$48. Article 21
40	Ee + Sp \$255.00 \$96.66
41	
42	- The DDB Cap is only used for the purpose of setting
43	contribution rates annually and is not a limit on actual
44 45	benefits paid in a year.
43 46	
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- Contributions will vary from the above if any covered dependant are not covered by Medicare
- After 12/31/05 retired employees will be eligible for the new Medicare prescription drug benefit and will be responsible for the full cost of such coverage.

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

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

(**D**) <u>Retiree Life Insurance</u>

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

ARTICLE 22. INSURANCE

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

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.

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37 Employees who are required to travel at the discretion of the **(C)** 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

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:

This insurance coverage shall be provided with a maximum coverage of: \$5,000------Rollaway, Tool Box, Tote Tray and Contents \$2,000------Tool Box, Tote Tray and Contents \$1,000-----Tote Tray and Contents

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

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

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

Death	\$100,000
Total Permanent Disability	100,000
Total Loss of Two members	100,000
Total Loss of One Member	50,000

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

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

		TICLE 23. JRATION	
2017, a	18, 2014, and shall remaind thereafter, until reopen	ed, this Agreement shall become effective n in full force and effect through July 18, ed in accordance with the Railway Labor dance with Article 18 as outlined below.	
•	Bargaining Agreement (not been ratified prior to	we $9/12/16$ – In the event a Joint Collective JCBA) at the New American Airlines has $0.9/12/16$, a 1.5% increase to base rates of the amendable date of the agreement will ear	
•	New American Airlines 1.5% increase to the ba	ive $9/12/17$ – In the event a JCBA at the has not been ratified prior to $9/12/17$, a ase rates of pay will be applied and the greement will become $9/12/18$	
		agreement will be valid unless signed by lations or his designee and an Assistant 7.	
		o the Agreement that have not specifically e and effect through July 18, 2017, or the amended.	
Schedule A shall become effective the first (1st) day of the first (1st) pay period following ratification of this Agreement, for all employees covered by this Agreement who were on the payroll of the Company on that or subsequent dates except those employees who have resigned or were discharged.			
	NESS WHEREOF, the pa uly, 2014.	arties have signed this Agreement this 18th	
of Mac	itional Association hinist and ace Workers	US AIRWAYS	
Presider	Higginbotham nt & General an District 142	E. Allen Hemenway Vice President – Labor Relations	

Witnesses:

Frank Schifano

Chairman District 142

Chairman District 142

Chairman District 142

General

Sean Ryan

Randy Griffith

General

General

Witnesses:

James B. Weel Managing Director - Labor Relations

Taylor Vaughn Managing Director - Labor Relations

Ron Harbinson Managing Director - Labor Relations

Tom McMullen Managing Director - Tech Ops

Tim McCulloch General Chairman District 142

Bill wise Negotiating Committee

Tom Belmont Negotiating Committee

Bill Hollowood

Negotiating Committee

Randy Klinkhardt

Negotiating Committee

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George Raymond Manager - Labor Relations

$\begin{array}{r} 1 \\ 2 \\ 3 \\ 4 \\ 5 \\ 6 \\ 7 \\ 8 \\ 9 \\ 10 \\ \end{array}$ LETTER OF CLARIFICATION **(A)** As a clarification of Article 2 (Scope of Agreement) of the Agreement between US Airways, Inc., and the International Association of Machinists and Aerospace Workers, it is agreed that: 1. Section (B) of said Article 2 is recognized by both parties as prohibiting the "farming out" of the types of work specified in said Section (B). 11 2. The intent of said Section (B) is that the types of work 12 specified therein (and in Article 4 of the aforementioned 13 Agreement) shall be accomplished by the employees of US 14 Airways, Inc., described in the said Article 4. 15 16 The preceding clarification shall apply to the aforementioned 3. 17 Agreement, and any and all supplements thereto or 18 modifications thereof reached under the Railway Labor Act, as 19 amended, and shall be and remain in effect until modified by 20 mutual agreement or until a contradictory renegotiated Article 21 2 of the aforementioned Agreement is made effective, 22 whichever occurs first. 23 24 **(B)** This clarification is agreed to, signed and effective this 6th day of 25 August, 1952.

CLARIFICATION OF ARTICLE 2(B)

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

23456789 (A) When an aircraft (which is owned and/or operated by US Airways, 10 Inc.), is engaged in a charter flight off the Company system. It is the Company's intent not to schedule maintenance at these points and major problems will be handled by sending our own maintenance personnel unless local restrictions prohibit this.

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

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

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

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

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

36 37 Alteration and construction of City Ticket Offices and offices at **(F)** 38 the various airports used by the Company when such work at the given 39 airport has not been customarily performed by employees of the Company.

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 \end{array}$ **(G)** Types of work customarily contracted out, such as parts and material, which the Company could not be expected to manufacture, such as engine and airframe parts, castings, cowlings, seats, wheels and other items which are commonly manufactured as standard items for the trade by vendors. Work subcontracted out to a vendor will be of the type that cannot be manufactured or repaired in-house by existing skills/equipment or facilities of the Company.

(H) Purchase of standard ground equipment parts.

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

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

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

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

34 Livery work may be outsourced and the billable hours do not count 35 as base maintenance work, but other work performed by the vendor during 36 the livery visit may be outsourced and the billable hours for such other work 37 will count towards base maintenance work 38

39 Aircraft lease return maintenance visits may be outsourced and the 40 vendor's billable hours will count towards base maintenance work.

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

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

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

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

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

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

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

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

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

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23456789 Mr. Tom Higginbotham President & Directing General Chairman **IAMAW** District 142

Dear Mr. Higginbotham:

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

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

29 If the Company and the Union are unable to agree on 30 modifications necessary to avoid the application of the excise tax 31 or other penalty on the Affected Plan within ninety (90) days after 32 the initial meeting, an arbitrator shall immediately be selected in 33 with the Collective Bargaining Agreement accordance to 34 determine the modifications to the design of the Affected Plan that 35 will become applicable. The authority of the arbitrator is expressly 36 limited to establishing those modifications to the design of the 37 Affected Plan that will ensure that no excise tax or other penalty 38 will apply. If the arbitrator determines that no reasonably practical 39 modification to the Affected Plan can guarantee that no excise tax 40 or other penalty will apply, the Company shall have the right to terminate the availability of the Affected Plan to the Maintenance 41 42 Training Specialist employees. If, under the preceding sentence, 43 the Company has terminated or would have the right to terminate 44 the availability to the Maintenance Training Specialist employees 45 of all three Plans, the arbitrator will be empowered to designate an alternative plan design (a "New Plan") that is available from the 46 Company provider and that replicates the provisions of the 80 47

1 percent plan to the greatest possible extent without causing the 2 3 4 5 6 7 8 9 10 New Plan to become subject to any excise tax or other penalty. In the event that the arbitrator has not issued a determination prior to the excise tax or penalty becoming due or if such penalty or excise tax is otherwise owed for any reason, notwithstanding any contrary provision of law, the Company shall be permitted to implement such modifications to the design of the Affected Plan as it considers to be necessary to avoid the excise tax or penalty. The Company shall have a reasonable period of time following the issuance of the arbitrator's determination to implement the New 11 Plan. Notwithstanding the foregoing, the provisions of this Letter 12 of Agreement shall not be effective if, after the effective date of 13 this Agreement, the Company enters into any new or amended 14 collective bargaining agreement having a term of three (3) years or 15 more with any union group that does not contain a provision 16 substantially similar to this Letter of Agreement. 17 18 In the event a plan is modified pursuant to this Letter of Agreement 19 (LOA), employees will be afforded the opportunity through an open enrollment period to elect a different plan, prior to the 20 21 implementation of any modified plan.

Sincerely,

E. Allen Hemenway Vice President

Labor Relations

Agree and concur:

37 Mr. Tom Higginbotham

- 38 President & Directing General Chairman
- 39 IAMAW District 142
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• Job Protection – No furlough protection effective DOS: no employee will be furloughed to the street at any Line Station (providing the employee exercises his seniority to the fullest extent) as a result of any flight activity that may be transferred from LUS to LAA

- Cross Utilization: The Company may utilize LAA (Legacy American Airlines) employees to perform LUS (Legacy US Airways) maintenance work at any location (excluding base) where IAM and TWU represent aircraft mechanic and related employees and at any location where LAA employees perform non-base work covered by the LUS agreement (including where locations may be separate for the accreted groups). In exchange for the cross utilization provisions contained within this paragraph the Company agrees to provide additional job protections as defined below
- Job Protection No displacement: Effective with the implementation of Cross Utilization by classification, no employee within that classification, will be involuntarily displaced from their current location (Non-Base) at any common location and including the accreted groups.
- The relocation of covered employees at the OCC, including other associated employees (See below), at the merged carrier will not be considered a violation of the above Job Protection provisions
 - Associated employees may include:
 - QA Auditors PHX, PIT and CLT
 - Material Controllers PIT
 - Sr. Planners PHX, PIT and CLT
 - Material Planners PHX, PIT and CLT
 - Maintenance Planners CLT and PIT
 - Sr. Tech Doc Specialists PHX and PIT
 - Tech Doc Specialists PHX, PIT and CLT
 - Maintenance Control Technicians PIT
- The job protections described above will apply only to those employees whose names appear on the Mechanic and Related System Seniority List (including Stores, Accreted groups) as of the date of ratification of this agreement and shall not apply in circumstances where the Company's non-compliance is caused in substantial part by Conditions Beyond the Company's Control.

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

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1 2	Voluntary Early Out Program
2 3 4 5 6 7 8 9 10	• In the event of a headcount overage or the need for a reduction in force which occurs prior to ratification of a JCBA for the combined LUS-LAA mechanic and related employees, the Company will offer active employees and employees on authorized Union Leave of Absence the opportunity to participate in a Voluntary Early Out Program as follows:
10 11 12 13 14	• Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction
14 15 16 17 18 19 20	• The maximum number of VEOs (Voluntary Early Outs) offered in a location, classification and bid area will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area
20 21 22 23 24	• Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within thirty days of the employees release date
24 25 26 27 28	• In addition to lump sum payment, employee will receive any severance allowance as outlined in Article 20 of the Mechanic and Related agreement
29 30 31	This Lump sum payment will not have any impact on the "Sick Leave Buy Back" policy currently in place
32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47	

1 RE: QUALITY CONTROL CHECKS

2 November 13, 1972

Mr. George M. Kavros Assistant General Chairman District 141
 International Association of Machinists and Aerospace Workers 706
 Montgomery Street Alexandria, VA 22314

6 Dear Mr. Kavros:

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

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

- 17 In this regard, the Company proposes to adopt the following 18 procedures:
- 19 (A) <u>Compensation</u>: 20

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

26 (B) <u>Designation</u>: 27

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

- 1 (C) Utilization: 2 3 4 5
 - The Company, to the extent possible, will assign the senior qualified, designated mechanic on duty who has been properly authorized to recheck the items set forth in the MPP.

6 7 It is understood that the Company will avoid using lead mechanics as quality control members when properly authorized mechanics are 8 available, either on straight time or overtime bases.

9 It is further understood that the items set forth above, as well as 10 other items in the MPP will be inspected by inspectors as described in the 11 Basic Agreement, Article 4, Paragraph (D), at the stations where inspectors 12 are located.

13 This letter shall not be construed to set any precedent regarding the 14 interpretation of inspector's duties under the Basic Agreement and shall run 15 concurrently with the Duration provisions of the Basic Agreement.

16 If you concur with the above, please sign and return the original of 17 this letter to this office so that we may implement these provisions as soon 18 as possible.

- 19 Very truly yours,
- 20 /s/W. L. Wickham Assistant
- 21 Vice President Labor Relations

22 LCONCUR:

- 23 /s/ G. M. Kavros
- 24 Assistant General Chairman
- 25 District 141 of the IAMAW
- 26 27

1**RE: COMPUTER PROGRAMMING**2May 20, 1987345Mr. Victor L. Mazzocco6Assistant General Chairman7District 141 - I.A.M.A.W.8R. D. #4, Box 3009McDonald, PA 15057101111Dear Mr. Mazzocco:

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

18 It is understood that such inputs to machine programs will be made by leads 19 or mechanics during the performance of their duties. However, it is also 20 understood that such machine program changes may be made by 21 supervisory personnel when such changes are made in the course of 22 instructing employees, or are made during experimental or developmental 23 stages of the machine program, or at any other time when such machine 24 program changes are not directly related to the productive aspects of the 25 machine.

26 Very truly yours,

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- 29 <u>/s/ Timothy R. Metcalf</u>
- 30 Director, Labor Relations

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

- 2 January 10, 1988
- Mr. Victor L. Mazzocco
- 3 4 5 6 Assistant General Chairman District 141 - LA.M.A.W.
- R. D. #4. Box 300
- McDonald, PA 15057
- 7
- 8 Dear Mr. Mazzocco:

9 During the course of the 1987 round of negotiations, the Company and 10 Union discussed the subject of travel time without loss of pay for those

- 11 employees transferring by exercise of seniority on city-to-city bid awards.
- 12 During these discussions, it was agreed that the Company would make 13 every effort, subject to the employee's request and the needs of the service, 14 to insure that an employee received up to four (4) days off without loss of 15 pay by arranging the employee's days off.
- 16 It was recognized during these discussions that there may be circumstances
- 17 where an employee's days off cannot be so arranged so as to provide four
- 18 (4) consecutive days off. In such cases, it will be the spirit of this letter to
- 19 provide the employee as much time off as possible without loss of pay. It is
- 20 further understood that the employee may choose to waive the contractual
- 21 time limits for changing days off to assist in meeting the intent of this letter.
- 22 Sincerely,
- 23 /s/ Timothy R. Metcalf Director,
- 24 Labor Relations

1 <u>RE: CUSTOMER CONTRACT MAINTENANCE</u>

- 2 January 10, 1988
- 3 Mr. Victor L. Mazzocco
- 4 Assistant General Chairman District 141 I.A.M.A.W.
- 5 R. D. #4, Box 300
- 6 McDonald, PA 5057
- 7 Dear Mr. Mazzocco:
- 8 During the recent round of negotiations, the Company and Union discussed
- 9 the need to insure our ability to meet corporate needs in the area of
- 10 customer contract maintenance (occasionally referred to as Aviation Service
- 11 Division work).
- In consideration of such matters, the Company and Union have agreed asfollows:
- Should the Company establish (start or gain via merger) a shop bid area
 function whose work is at least fifty percent (50%) or greater contracted
 outside customer based (Aviation Service Division), such bid area function
 may operate on a seven (7) day basis provided it meets all the terms of the
 Basic Agreement and the following:
- 19 1. The regular days off for such bid area function shall be Friday/20 Saturday; Saturday/Sunday; Sunday/ Monday.
- 21 2. Work currently or historically performed in any five (5) day
 22 shop or seven (7) day shop being operated on a five (5) day basis shall not
 23 be transferred to such a bid area function.
- 3. The establishment of such a bid area function will not result in
 a reduction of headcount by classification in any other current shop or bid
 area.
- 28 Very truly yours,
- 29 /s/ Ronald A. Butschle
- 30 Vice President,
- 31 Labor Relations

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

- May 6, 1992
- Mr. Victor L. Mazzocco
- Assistant General Chairman District 141 I.A.M.A.W.
- R.D. #6. Box 348
- 234 56 7 McDonald, PA 15057
- 8

9 Dear Mr. Mazzocco:

10 During the 1990 round of negotiations, the Union sought to clarify the 11 Company's practice concerning unpaid leaves of absence for employees 12 after the birth or adoption of a child.

13 It is understood that the Company intends to continue the practice of 14

granting unpaid leaves of absence after the birth or adoption of a child, 15 dependent on the needs of the service, or in the event of a serious illness of

- 16 immediate family members.
- 17 Sincerely,
- 18 /s/ Richard J. Frey
- 19 Director Labor Relations -Ground

1 <u>RE: FLEXIBLE SPENDING ACCOUNT</u>

- June 17, 1992
 Mr. Victor L. Mazzocco
 Assistant General Chairman District 141 I.A.M.A.W.
 R.D. #6, Box 348
 McDonald, PA 15057
- 9 Dear Mr. Mazzocco:

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

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

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

- 34 Sincerely,
- 35 <u>/s/Dwain C. Andrews</u>
- 36 Vice President Labor Relations

1	RE: LABOR PROTECTIVE PROVISIONS
2	September 21, 1999
3 4 5 6	Mr. William Freiberger Assistant General Chairman IAMAW District 141M
7	Dear Mr. Freiberger:
8 9 10 11 12	This is to confirm the understanding reached between US Airways, Inc. (the "Company") and the I.A.M.A.W. (the "Union") during negotiations for the 1999 Mechanical and Related collective bargaining agreement (the "Agreement), regarding employee protections in the event of a merger.
13 14 15 16 17 18 19 20 21	The Company agrees that, in the event of a merger with another air carrier (other than a carrier within the US Airways control group), where all or substantially all of the assets and operations of the other air carrier are integrated with those of the Company, the Company shall provide to the Company's employees covered by this agreement the seniority integration procedures of Sections 2a, 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions: provided, however, that said procedures will not be provided, if and to the extent they are in conflict with contractual or legal obligations.
22 23 24	Your signature below indicates the concurrence of the IAMAW to the terms of this letter.
25 26	Sincerely,
27 28 29 30	<u>/s/ John M. Hedblom</u> Vice President, Labor Relations
31 32 33	Agree and Concur:
33 34	/s/William L. Freiberger

1 **RE: ALTER EGO**

2 September 21, 1999

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

6 7 This is to confirm the understandings reached between US Airways, Inc. (the "Company") and the I.A.M.A.W. (the "Union") during negotiations 8 for the 1999 mechanical and related employee collective bargaining 9 agreement (the "Agreement").

- 10 In the event that US Airways Group, Inc. or any wholly owned subsidiary 11 of US Airways Group, Inc., operates any aircraft other than commuter
- 12 aircraft or regional jets then the maintenance work on those aircraft shall
- 13 be subject to Article 2 of the 1999 Agreement.

14 Accepted and agreed:

/s/Lawrence M. Nagin	/s/John M. Hedblom
Executive Vice President	Vice President
Corporate Affairs and	Labor Relations
General Counsel for	US Airways, Inc.
US Airways Group, Inc.	
	Executive Vice President Corporate Affairs and General Counsel for

1 **RE: MEDICAL EXAMS**

23	June 9, 1999
4 5	Mr. William Freiberger Assistant General Chairman
6 7	District 141M – I.A.M.A.W.
8	Re: Medical Examinations
) 10 11	This will confirm our agreement during negotiations for the 1999 Mechanical and Related Employees collective bargaining agreement (the

- 12 1999 Agreement) regarding medical examinations.
- 13 A. Employees may be required to submit to a Company paid medical 14 examination at any time when the employee's entitlement to 15 limited duty under Article 8(I) is in question, or when the 16 Company reasonably determines that the employee's physical or 17 mental condition may impair the performance of his duties or 18 poses a safety hazard to himself, other employees or customers.

- 19 Β. Any information obtained by or as a result of a Company's 20 medical examination shall be treated confidentially. The employee, 21 upon request, shall be furnished a copy of the Company's medical 22 examiner report.
- 23 C. Any employee who disagrees with the results of the Company 24 medical examination shall, at his option, have a review of his case 25 as follows:
- 26 The employee may employ a qualified medical examiner, of 1. 27 his own choosing and expense, for the purpose of conducting a 28 physical/mental examination with regard to the conditions 29 covered by the Company's medical examination. 30
 - 2. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company.
 - 3. In the event the medical examiner chosen by the employee disagrees with the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two medical examiners agree upon and appoint a third qualified and neutral medical examiner, who shall examine the employee and make a determination with regard to any of the matters referred to in Paragraph A.
- 40 41

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1	4. Copies of such medical examiner's report shall be furnished to
2	the Company and the employee. The neutral examiners report
3	shall be final and binding on both parties.
4	5. The expense of the neutral medical examiner shall be borne
5	one-half $(1/2)$ by the employee and one half $(1/2)$ by the
6	Company.
7	1 2
8	Sincerely,
9	
10	/s/John M. Hedblom Vice
11	President Labor Relations

- Accepted and agreed:

/s/William Freiberger Assistant General Chairman

On behalf of the IAMAW

1 RE: LETTER CONSOLIDATION

2	Fabruary	17	1000
2	February	1/,	1999

3 Mr. William L.Freiberger

4 Assistant General Chairman

5 District 141M - I.A.M.A.W.

6 Dear Mr. Freiberger:

18

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

- The philosophy guiding the consolidation of Letters of Agreement is one of housekeeping and clarity.
- This consolidation is not intended to advantage or disadvantage either party.
- Neither party will use the fact that letters were discussed, included or deleted in any grievance or arbitration.
- Both parties will commit to surface all letters they have knowledge of, however it is recognized that after the consolidation there may be letters of agreement between the parties that were not found during the consolidation.
- 24 Your signature below indicates your concurrence.

25 26	Sincerely,
27	/s/E. Allen Hemenway
28	Director Labor Relations -Ground
20 29	Director Labor Kelations -Ground
30 31	Agree and Concur:
32	

33 /s/William L. Freiberger

RE: PENSION ACCRUAL WHILE ON LEAVE/FURLOUGH

September 21, 1999

Mr. William Freiberger Assistant General Chairman District 141M– IAMAW

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

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

Sincerely, /s/ John M. Hedblom Vice President. Labor Relations Agree and Concur: /s/William L. Freiberger 41

1 <u>**RE: CO-OP**</u>

- 2 June 9, 1999
- 3 William Freiberger
- 4 Assistant General Chairman
- 5 IAMAW District 141M
- 6 Dear Mr. Freiberger:

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

13 As you know, over the last several years the Company has placed a strong 14 emphasis on employee involvement in the strategy and design of our 15 operations, chiefly through the creation of and reliance upon employee task 16 forces. The simple reason for this is that the employees have the knowledge 17 and ideas to make our Company excel. We understand and appreciate that 18 this employee involvement has been particularly evident in the Maintenance 19 department where, time and time again, employees have designed, 20 recommended and implemented more efficient means for achieving our 21 common goals.

22 The Company commits to you that we will continue to work with the 23 IAMAW and our maintenance employees to identify special projects, 24 which, on a quantifiable basis, can be performed more efficiently inside the 25 Company rather than outside. Where this economic advantage can be 26 established, and while it can be maintained, we will explore ways to bring 27 this work in house to be performed by maintenance employees. We will 28 also explore appropriate means of reinvesting in the operation the savings 29 from cost reductions resulting from the insourcing of work. Of course, we 30 will have to work out specific goals for the economic advantage so that all 31 involved will know the expectations of this program. To this end the 32 Maintenance and Labor Relations departments will work closely with you 33 in developing these goals.

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

1		Sincerely,
2 3 4 5		<u>/s/ John M. Hedblom</u> Vice President, Labor Relations
6		
7	Agree and Concur:	
8 9 0	/s/William L. Freiberger	

RE: AIRBUS TRAINING
February 18, 1999
William Freiberger Assistant General Chairman District 141M – I.A.M.A.W.
Dear Mr. Freiberger:
As we discussed during negotiations, due to the high volume and specialized nature of training required to introduce the Airbus Aircraft into US Airways fleet, the following understanding is reached regarding Article 17(J).
Specialized Manufacturer Training will include all Airbus Initial Training for the 330 aircraft conducted at any location. Additionally, any training conducted at any manufacturer's location will be considered as Specialized Manufacturer's Training.

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

25 For A330 series aircraft, the Company and the Union will meet on each 26 anniversary of the effective date of this agreement to discuss the continued 27 need for Airbus Stability periods. Both parties recognize that these stability 28 periods will be eliminated when a sufficient number of employees have 29 received the training.

30 Your signature below indicates your concurrence.

31 Sincerely, 32 33 34 /s/ John M. Hedblom 35 Vice President, Labor Relations 36 Agree and Concur: 37 38 39 /s/William L. Freiberger

CTIVE STATUS
tiations the issue concerning employees
discussed. This letter is to confirm that
ractice which required Mechanical and
ne seniority roster but not on the active
st one day prior to retirement in order to
e.g., flight and medical/dental.

1 RE: MANDATORY OVERTIME FOR AIRCRAFT DEICING

- 2 September 21, 1999
- 3 Mr. William Freiberger
- 4 Assistant General
- 5 Chairman IAMAW
- 6 District 141M
- 7 Dear Mr. Freiberger:

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

Unavoidable child care problems where, for example, due to the lack of advance notice of the overtime requirement the employee has a young child who will be unattended by an adult or person of suitable age and discretion. This is not intended to apply to a situation where, for example, a high school age student would be home for a period of hours.

• Medical restrictions imposed on an employee by a qualified medical practitioner who, for example, limit the physical activities or the number of hours that an employee can work in the workday which conflict with the overtime requirement. On the other hand, this is not intended to apply where an employee is attempting to avoid working the mandatory overtime in order to engage in outside employment or other personal activities of the type and nature not referenced in this letter.

- FMLA qualifying situations where, for example, an eligible employee is required to care for an elderly and /or disabled family member but, due to the lack of advance notice of the mandatory overtime requirement, the family member will be unattended.
- Critical appointments and such events as weddings, funerals, baptisms, bar mitzvahs, and graduations in the family, real estate closings, and certain doctor appointments which cannot be rescheduled. This is not intended to apply to sporting events or other social events.

38 Your signature below indicates the concurrence of the IAMAW to the terms39 of this letter.

1	Sincerely,
2 3 4	
4	/s/ John M. Hedblom
5	Vice President,
6	Labor Relations
7	
8	
9	
10	Agree and Concur:
11	
12	
13	
14	/s/William L. Freiberger

$\frac{1}{2}$	RE: AIRCRAFT STORAGE
$\frac{2}{3}{4}$	March 7, 2000
2 3 4 5 6 7 8 9	Mr. William Freiberger Assistant General Chairman District 141M
8 9 10	Dear Mr. Freiberger:
11 12 13	The following will confirm our understanding on the issue of short or long term storage of aircraft in the desert.
14 15 16 17 18 19 20 21 22 23	The Company agrees that where company mainline aircraft which the company intends to sell, lease, or return to service are prepared for storage, such storage work will be considered within the scope of the Mechanical and Related agreement. Work associated with returning company mainline aircraft from storage to active company service will also be considered within the scope of the Mechanical and Related agreement. Any storage work for company mainline aircraft that are removed from service to be scrapped or donated, will no be considered Mechanic and Related work.
23 24 25 26	Sincerely,
27 28 29 30	/s/E. Allen Hemenway Director - Labor Relations – Ground US Airways, Inc.
30 31 32 33	I concur:
33 34 35 36	/s/William Freiberger Assistant General Chairman I.A.M.A.W District 141M

1 <u>RE: INSPECTORS BIDDING LEAD JOBS</u>

2 3	March 27, 2000
4 5	Mr. William Freiberger
5	Assistant General Chairman
6	District 141M
7	
8	Dear Mr. Freiberger:
9	6
10	The following will confirm our understanding on the issue of "Inspectors
11	bidding Lead Jobs".
12	
13	Where an Inspector works in a multiple function bid area, in order to be
14	considered qualified to bid a Lead Mechanic job, the Inspector must have at
15	least 2080 hours of Inspection work in the particular function related to the
16	specific bid area. Additionally, he must meet the minimum qualifications
17	for the Basic Mechanic job.
18	,
19	Sincerely,
20	
21	
20 21 22	
23	/s/E. Allen Hemenway
24	Director Labor Relations – Ground
25	US Airways, Inc.
26	
27	
28	I concur:
29	
30	
31	/s/William Freiberger
32	Assistant General
33	Chairman
34	I.A.M.A.W District 141M

35 cc: Maintenance Management Staff

1 RE: BUMPED AFTER RECALL

2 3 4 5 6 7 8	March 27, 2000
4	Tom Reagan
5	Vice President at Large
6	IAMAW District 141M
7	
8	Dear Mr. Reagan,
9	
10	The following will confirm our understanding, and is in full settlement of
11	grievance 98-011236. This settlement is reached as a result of our Review
12	Board hearing in January 2000.
13	
l4 l5	The company agrees that following the date of this settlement, should an employee who has been recalled or awarded a bid from layoff, be bumped
16	again prior to reporting to work, such employee will be allowed to again
7	exercise his seniority subject to the provisions in the Collective Bargaining
8	Agreement. Employees in this situation who are allowed to re-exercise their
9	seniority will continue to be considered in an inactive furlough status until
Ó	they return to work.
1	
0 1 2 3 4 5	Sincerely,
+ 5	
6 7 8	/a/E Allen Hemenwey
/	/s/E. Allen Hemenway
) }	Director Labor Relations-Ground
)	
2	I concur:
3	
4	/s/Tom Reagan Vice
5	President at Large
6	IAMAW District 141M

$\frac{1}{2}$	RE: MACHINE SHOP TEST		
$\frac{2}{3}$	3 June 30, 2000 4		
2 3 4 5 6 7 8	Mr. William Freiberger Assistant General Chairman District 141M - I.A.M.A.W.		
9 10	Dear Mr. Freiberger: 11		
11 12 13 14 15	The following will confirm our agreement reached in our recent discussions concerning the qualification test required of all bidders for a mechanic position in the Company's Machine Shop bid area described in Article 9 of the current agreement.		
16 17 18 19	The agreement states (in part): "and must satisfactorily demonstrate his qualifications by successfully completing a test".		
20 21 22 23 24	Therefore, it is agreed, all applicants, upgrades or employees exerci seniority into the machine shop must posses the minimum qualificat described in Article 9, paragraph I. and successfully complete the attact test.		
25 26 27 28 29	agreement will cause the emploit otherwise hold a position in the m	ns and conditions set forth in the labor byee to be ineligible to bid, bump or nachine shop for six (6) months. This six imum waiting period before the machine	
30 31 32		Sincerely,	
33 34 35 36		/s/E. Allen Hemenway Director- Labor Relations Ground US Airways, Inc.	
37 38	I concur:	00 mi wujo, nic.	
39 40 41 42 43 44	/s/Mr. William Freiberger Assistant General Chairman IAMAW – District 141M		

1 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.

5 A test result form (Part C) will be completed and copies sent to 6 Maintenance Administration, the employee and the Machine Shop manager.

7 At the end of the test, all material will be marked with the date, the

8 employee's name and the tester's name and will remain on file in the

9 machine shop for one (1) year from the date of the test.

10 The test will be as follows:

11		Part A - Standard Print Reading
12	-	Identification of common symbols
13	-	Dimensional finding
14	-	Tolerance and specification findings
15		Part B – Part Manufacture per US Airways' print
16 17 18 19 20	-	Machining operations required - Lathe turning - Milling (Both on conventional equipment)
21 22 23 24	- -	All necessary turning and milling tooling will be provided All precision measuring and thread gauge tooling will be provided
23 24 25 26	-	Part to be manufactured will be from a reasonable material for machining(7075T-6)
20 27 28	-	Part to be manufactured will be provided in a rough-out condition with approximately $\frac{1}{4}$ excess material to all dimensions

Employee Number:	Date of Test
Rejected:	
ejection:	
	ejection:

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

25 cc: Maintenance Administration
26 Machine Shop
27 Employee

<u>RE:</u>	SENIORITY TIE BREAKERS
Octol	per 13, 2000
Mr. V	Villiam L. Freiberger
	tant General Chairman
Distri	ct 141M – IAMAW
228 N	Ioon Clinton Road
Moor	Township, PA 15108
Dear	Mr. Freiberger:
This	etter will confirm our agreement during the July, 2000 AGC / US
Airw	ays meeting regarding seniority tiebreakers.
	Company agrees when two or more employees have the same seniority the following method will be used to determine the seniority order:
1.	Identical Premium Classification Seniority - the senior employee will be the employee who has the most seniority in the basic classification. (Example: Two Inspectors were promoted to Lead Mechanic on the same day, and promoted to inspector on the same day; the lead mechanic senior on the basis of basic mechanic seniority time would be senior.)
2.	Identical Basic Classification Seniority - the senior employee will be the employee who has the most seniority under the agreement. (Example: Two Inspectors were promoted to Lead Mechanic on the same day, and promoted to inspector on the same day and became mechanics on the same day; the lead mechanic with the most recognized mechanic seniority would be senior.
Your	signature below indicates your concurrence.
	Sincerely,
	/s/E. Allen Hemenway Director, Labor Relations –Ground
	e and concur

1 <u>RE: PAY PROGRESSION</u>

2 3 4 5	August 25, 2000
4	
5	Mr. William L. Freiberger
6	assistant General Chairman
7 8	District 141M – IAMAW
8	228 Moon Clinton Road
ğ	Moon Township, PA 15108
10	
11	Dear Mr. Freiberger:
12	
13	The following will confirm the long standing past practice concerning when
14 15 16	an employee stops progressing through the pay steps as described in the matrix on page 198 of the agreement.
7 8 9 0	Upon the date an employee starts any unpaid leave of absence, including non-supplemented OJI Leave, pay progression will cease. Upon the employee's return to service, an adjusted pay seniority date will be established reflecting the time lost during their leave period.
1 2 3	Sincerely,
4 5	/s/E. Allen Hemenway
6 7	Director, Labor Relations –Ground
8 9	Agree and concur
0 1	/s/William Freiberger 29 District 141M

1 RE: PROBATIONARY EMPLOYEES AND SWAPS

- 2 August 25, 2000
- 3 Mr. William L. Freiberger
- 4 Assistant General Chairman
- 5 District 141M IAMAW
- 6 228 Moon Clinton Road
- 7 Moon Township, PA 15108
- 8 Dear Mr. Freiberger:

9 The following will confirm our agreement clarifying when probationary 10 employees and shift trading.

11 The language in Article 17, paragraph M, item 5 indicates... "Employees 12 working in probationary period are not eligible to participate under these 13 provisions." This language was intended to cover new hire employees in a 14 probationary period and not employees in a probationary period due to an 15 upgrade. It was not intended to apply to those employees required to serve a 16 probationary period due to transferring into different bid areas after being 17 upgraded.

- 18 Therefore upgraded employees serving in a probationary period will be 19 permitted to shift trade with other qualified employees within their bid area 20 and classification.
- 21
- 22
- 23 24

25

26

27 28 Sincerely,

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

29 Agree and concur

30 31

32 /s/William Freiberger

33 District 141M

1 **<u>RE: AIRBUS STABILITY PERIOD</u>**

- 2 April 18, 2001
- 3 Mr. William L. Freiberger
- 4 Assistant General Chairman
- 5 District 141M IAMAW 228
- 6 Moon Clinton Road Moon
- 7 Township, PA 15108
- 8 Dear Mr. Freiberger:

9 The following will clearly define our discussions concerning "Stability 10 Periods" resulting from Specialized Manufacturer Training for the Airbus 330 aircraft. However, employees in a "Stability Period" resulting from 12 Specialized Manufacturer Training for the A330 aircraft, will only be 13 permitted to transfer to other Line Maintenance Stations operating the A330 aircraft.

15	
16	Sincerely,
17	
18	
19	/s/E. Allen Hemenway
20	Director, Labor Relations -Ground
21	
22	
23	
24	Agree and concur
25	C
26	
27	/s/William Freiberger
28	Assistant General Chairman
29	District 141M
-	

1 **<u>RE: SWAPS WHILE ON LIGHT DUTY</u>**

- 2 April 18, 2001
- 3 Mr. William L. Freiberger
- 4 Assistant General Chairman
- 5 District 141M IAMAW
- 6 228 Moon Clinton Road
- 7 Moon Township, PA 15108
- 8 Dear Mr. Freiberger:
- 9 The following will clearly define our discussions concerning an employee's
- 10 ability to participate in the Shift Swap provisions described in paragraph M
- 11 of Article 17 while working in a limited duty capacity.
- 12 Limited duty employees are permitted to shift swap (off) with full duty
- 13 employees but are not permitted to shift swap (on) with full duty employees
- 14 as they are not qualified to perform all the duties of the full duty employee.
- Any full duty employee agreeing to work the limited duty employee's shiftwill be required to perform the normal duties of a full duty employee.
- 17 18 Sincerely, 19 20 21 22 /s/E. Allen Hemenway 23 Director, Labor Relations -Ground 24 25 26 27 28 Agree and concur 29 30 31 /s/William Freiberger 32 Assistant General Chairman 33 District 141M

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

18

Obtaining a New SIDA Badge

When employees are transferred to a new location, through a bid or bump, employees who recognize that there may be a delay in receiving the necessary SIDA badging may request an extension of their report date in order to remain in their existing location for a time sufficient to allow for 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 27 a delay in transfer to the new location within ten (10) days of being 28 advised of the transfer, will be transferred to the new work location as 29 described in the labor agreement and any time for which the employee 30 cannot work due to a lack of proper badging will be unpaid. Employees in 31 an unpaid status due to a lack of badging may use DAT, Comp or accrued 32 vacation if they do not have DAT or Comp time accrued, at their 33 discretion, to be compensated for the unpaid time awaiting SIDA 34 clearance in the new location.

Procedures

23456789 Upon receipt of move paperwork (reassignment or bid award), the 1. employee must contact their new station within one (1) business day to get any instructions/paperwork necessary to get the new SIDA badge. The employee must make an appointment with the new airport within seven (7) days for the fingerprinting and application necessary to receive SIDA access in the new location. Every effort should be made by the employee to accomplish this appointment as quickly as can be scheduled by the airport 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

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

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

24 4. Employees who properly request a report delay as outlined herein, 25 and who properly comply with these provisions may be granted an 26 extension delaying their report date to the new city, sufficient to process a 27 normal SIDA application. Where delays result from employees lack of 28 compliance, or delays resulting from airport questions regarding issues in 29 the fingerprinting and/or background and/or application which might delay 30 the normal process or render the employee not eligible for SIDA access, the 31 company may suspend the terms of this letter. 32

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

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

40 Agree and concur:

1

20

21

22

23

42 43	For the Union:	For Labor Relations:
44 45	/s/Bill Freiberger Assistant General Chairman IAMAW District 141M	/s/E. Allen Hemenway Director Labor relations - Ground US Airways, Inc.

1 <u>RE: BACKGROUND CHECK</u>

2 3 4 5	May 01, 2002
4	Bill Freiberger
5	Assistant General Chairman
6	IAMAW-District 141M
7	
7 8	Dear Bill:
9	
10	The union has recently raised the question regarding the company position
11	should a criminal history records check, as required under the TSA
12	fingerprinting regulations, disclose information regarding criminal activity
13	that is not a disqualifying offense within the meaning of the regulations, <i>i.e.</i> ,
14	is not on the list of disqualifying offenses included in the regulations or did
15	not occur within the last ten years.
16	·
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 <u>non-disqualifying</u> 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	·TF
24	
25	Sincerely,
26	Sincerery,
27	
28	/s/E. Allen Hemenway
29	Director Labor Relations-Ground
30	
31	
32	CC: Mckeen
33	Doan
34	Nardello
35	Lebeau
36	Hartzell

1	RE: BACK TO BACK SWAPS
2 3 4 5	Re: "Back to Back" Shift Swaps
5 6	March 4, 2003
7	Mr. William Freiberger
8 9	Assistant General Chairman District 141M - IAMAW
10 11	Dear Mr. Freiberger:
12 13 14 15 16	The following will confirm our understanding regarding the company and union agreement regarding the allowance of back to back double shift swaps. This agreement is cancelable by either party subject to a thirty- (30) day notification:
17 18	1. Employees may shift swap to work back to back double shifts, once per workweek.
19 20 21 22	2. The company may disapprove any back to back double shift swap for any employee where the company finds that there is evidence the employee's productivity, safety, or job performance is adversely affected, as described in item 6 below.
23 24	3. There must be a minimum of 7 hours of rest between each of the double shifts worked back to back.
25 26 27	4. Back to back double shift swaps will not be approved for any employee who is on a written warning or higher of the attendance control program.
28 29 30	5. In circumstances where shift trades have been approved (single shift or double shift) and where the employee who is scheduled to work for another employee is unable to do so (e.g., due to a leave of absence (paid or
31 32 33	unpaid), transfer, termination, jury duty, schedule re-bid, occupational injury), the Company reserves the right to cancel an approved shift trade provided seven (7) days notice is given to affected employees.
33 34 35	6. In the event that the company finds any evidence of an adverse impact to the employee's performance, productivity or safety the
36	employee's supervisor shall discuss the concerns with the employee.
37 38	Following the discussion, should the company again find further indications of an adverse impact to the employee's productivity, safety, or job
39	performance then the employees back to back shift swaps will be

 $\begin{array}{r}
 1 \\
 2 \\
 3 \\
 4 \\
 5 \\
 6 \\
 7 \\
 8 \\
 9 \\
 10 \\
 \end{array}$ suspended for six (6) months. Any grievance filed as a result of the suspension of back to back double shift swaps will be limited to the factual question of whether the employee was advised of the company concerns over the adverse impact to their performance, safety or productivity and such grievance will end at the Review Board step of the grievance process.

Sincerely,

11 /s/E. Allen Hemenway 12 Managing Director - Labor Relations 13 Ground 14 15 16 Agree and concur:

- 17 18
- 19 /s/William Freiberger
- 20 Assistant General Chairman
- 21 District 141M – IAMAW 22

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

3 Employment and other conditions at Wholly Owned Carriers

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

14 1. Employees who are furloughed on or after the effective date of this 15 agreement who desire transfer to a Wholly Owned Carrier Vacancy will be 16 required to notify the Wholly Owned Carrier and submit their application to 17 the Wholly Owned Carrier. Employees who are on furlough as of the 18 effective date of this agreement who are interested in applying for 19 Vacancies at the Wholly Owned Carrier must submit their application to the 20 Wholly Owned Carrier within forty-five (45) days of the date that the 21 Wholly Owned Carrier notifies the Employee that it will begin to accept 22 23 applications. Applications must include all locations for which the employee is applying.

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

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

1 2 3 4 5 6 7 8 Wholly Owned Carriers will be requested to release Furloughed 4. Employees who accept recall or transfer back to US Airways positions in order to comply with report dates pursuant to the terms of the US Airways CBA.

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

- 10 II. Definitions
- 11 The following definitions apply to certain terms used in this 12 Agreement.
- 13 Employees. The term "Employees" refers to Mechanic and Related 1. 14 employees of US Airways represented by the IAM.
- 15
- 16 Vacancies. The terms "vacancies" refers to vacant job positions in 2. 17 the Mechanic and Related craft or class.

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	

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

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%			
2008	Trend	Ee	Ee + Sp	Ee+ Ch	Ee + Fam	Ee	Ee + Sp	Ee+ Ch	Ee + Fam	Ee	Ee + Sp	Ee+ Ch	Ee + Fam	
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		30.00	60.00	57.00	99.00	65.00	130.00	123.00	215.00	96.00	191.00	182.00	316.00	
Contribution														

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%			
2008	Trend	Ee	Ee + Sp	Ee+ Ch	Ee + Fam	Ee	Ee + Sp	Ee+ Ch	Ee + Fam		Ee	Ee + Sp	Ee+ Ch	Ee + Fam
Contribution	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
Base														
Employee		15.00	30.00	28.00	49.00	32.00	65.00	62.00	107.00		48.00	96.00	91.00	158.00
Contribution														

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.

Eligib	le Survivor:	s of Current (JS Airways are Eligible Reti	rees- Full Time-	IAM Mechanic &	Related
(From the January 2003 Attachment A-3	8 Restructu	80% I	nt) ndemnity ion = flat 0%		ndemnity on = flat 0%		% Indemnity oution = flat 0%
2008 Contribution Base Employee Contribution	<u>Trend</u> 10%	<u>Ee</u> 371.62 0.00	$\frac{\text{Ee} + \text{One}}{743.23}$ 0.00	<u>Ee</u> 412.46 0.00	$\frac{\text{Ee} + \text{One}}{824.90}$ 0.00	<u>Ee</u> 498.21 0.00	$\frac{\text{Ee} + \text{One}}{996.42}$ 0.00

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% In	demnity	90% I	ndemnity	100% Indemnity		
		Contributio	Contribution = flat 5.5%		on = flat 5.5%	Contribution = flat 5.5%		
2008	Trend	Ee	Ee + One	Ee	Ee + One	Ee	Ee + One	
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

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

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	s				
Split Fa	milies- Elig	gible Surviv	ors of Retir	ees- Full T	ime- IAM Me	chanic and l	Related			
Attachm	ent A-6 (a)	(From the Ja	nuary 2003 R	estructuring	g Agreement)		Post	1/2/2003 Ret	irees Only	
					80%	Plan				
	Single C	Coverage	E+S Cov	erage	E+C Cov	erage		Family C	overage	
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	<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	26.00	30.00	56.00	56.00	56.00	57.00	83.00	82.00	99.00	83.00
					90%]	Plan				
	Single Coverage E+S Cover		erage	erage E+C Coverage			Family C	overage		
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	<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	58.00	65.00	123.00	123.00	123.00	123.00	181.00	180.00	215.00	181.00
					100%	Plan				
	Single C	Coverage	E+S Cov	erage	E+C Cov	erage		Family C	overage	
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Ret 65+</u>	<u>Ret <65</u>	Ret 65+	<u>Ret <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) Eligibl	e Part Time	rates are two	times Full	Time rates. 2)	Post 1/2/20	03 retirees of	nly		

					US Airway	ys				
		Split Famil	ies- Eligible	Survivors o	f Retirees- H	ull Time- L	AM Mechar	nic and Rela	ated	
Attachm	nent A-6 (b) (From the .	January 2003	Restructurin	g Agreement)	Existing F	Post 1992 an	d Pre 1/2/20	003 Retirees
Only					000/					
					80%					
	Single (Coverage	E+S Co	overage	E+C Co	overage		Family C	Coverage	
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <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 Co	overage	E+C Co	overage		Family C	Coverage	
	U	U		U		U	Ret 65+	Ret 65+	Ret <65	Ret <65
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <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 Co	overage	E+C Co	overage		Family C	Coverage	
	0	U U		U		U	Ret 65+	Ret 65+	Ret <65	Ret <65
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <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
No	otes:									
1) Eligil	ble Part Ti	me rates are	two times Fi	ull Time rate	s. 2) Existing	g post 1992 r	etirees only			

			US	5 Airways						
		Split Fami	ilies- Eligible	Survivors	of Retirees- F	ull Time- IA	AM Mechan	ic and Rela	ted	
Attach	ment A-6 ((c) (From t	the January 2	003 Restru	icturing Agre	ement)		Existin	g Pre 1993	Retirees
Only										
					80% I					
	Single Co	verage	E+S Cover	rage	E+C Cove	erage		Family Co	0	
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	<u>Ret 65+</u>	<u>Ret</u> <65	<u>Ret 65+</u>	<u>Ret</u> <65	<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
					90% I	Plan				
	Single Coverage E+S Coverage		E+C Cove	E+C Coverage			Family Coverage			
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	Ret 65+	Ret	<u>Ret 65+</u>	Ret	<u>Ret 65+</u>	<u>Ret <65</u>	<u>Sps <65</u>	Sps 65+	<u>Sps <65</u>	<u>Sps 65+</u>
2000	0.00	<u><65</u>	0.00	<u><65</u>	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					100%	Plan				
	Single Co	verage	E+S Cover	rage	E+C Cove	erage		Family Co	overage	
							Ret 65+	Ret 65+	Ret <65	Ret <65
Year	<u>Ret 65+</u>	<u>Ret</u> <65	<u>Ret 65+</u>	<u>Ret</u> <65	<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	$0.00 \frac{< 0.5}{}$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Notes:										
1) Eligi	ible Part Ti	me rates ar	e two times Fu	ill Time rat	es. 2) Existin	g pre 1993 r	retirees only			

	US Airways								
Ν	Ianaged Der	ntal Plan-	IAM Mecha	nic & Relat	ed				
Attachment A-7 (From the	e January 20)03 Restru	cturing Agr	eement)					
			Eligible Act	ives, and In	actives	Eligible Surv and Future P Retirees	ivors of Current ost-65		
		Fl	at 10.0% En	nployee Cor	ntribution	100% Contr	ibution		
2008	Trend	Ee	Ee + Sp	Ee+ Ch	$\underline{\text{Ee}} + \underline{\text{Fam}}$	Ee	Ee + Sp		
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 a	are two times	Full Time	rates.						

Attach	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						
	Single Coverage	E+S Coverage	E+C Coverage	Family Coverage			
	C			Ret 65+ Ret 65+ Ret <65 Ret <			
Year	$\frac{\text{Ret } 65+}{\leq 65}$	$\frac{\text{Ret } 65+}{\leq 65}$	<u>Ret 65+</u> <u>Ret <65</u>	<u>Sps <65</u> <u>Sps 65+</u> <u>Sps <65</u> <u>Sps 6</u>	<u>5+</u>		
2008	36.00 3.60	39.60 39.60	39.60 6.50	42.50 75.60 11.40 42.50	0		
	Single Coverage	Family Coverage					
Year	<u>Ret 65+</u> <u>Ret</u>	<u>Ret 65+</u> <u>Ret</u>	<u>Ret 65+</u> <u>Ret <65</u>	<u>Sps <65</u> <u>Sps 65+</u> <u>Sps <65</u> <u>Sps 6</u>	55+		
2008	$36.00 7.20 \frac{<65}{}$	$43.20 \qquad 43.20 \qquad \qquad$	43.20 13.00	49.00 79.20 22.80 49.00	0		
<i>Notes:</i> 1) Elig	<i>Notes:</i> 1) Eligible Part Time rates are two times Full Time rates.						

1 Letter of Agreement – Quality Assurance Consultants Vacation 2 Transition

- 2 Iransition
- 3 January 31, 2002
- 4 Mr. William Freiberger
- 5 Assistant General Chairman
- 6 District 141M IAMAW
- 7 Dear Mr. Freiberger:
- 8 The following will confirm our agreement reached during negotiations for
- 9 the accretion of Quality Assurance Consultants clarifying how vacation will
- 10 be transitioned.
- 11 Quality Assurance Consultants will continue using the "current year"
- 12 accrual method for the remainder of the year 2002.
- 13 Additionally, the Company agrees that Quality assurance Consultants will
- 14 be entitled to the vacation accruals described in Article 11, paragraphs A
- and B of the Mechanical and Related Agreement for use in the year 2003.

16		Sincerely,
17		
18 19 20 21		/s/E. Allen Hemenway Director, Labor Relations - Ground
22	Agree and concur:	
23		

- 24 /s/William Freiberger
- 25 District 141M

Letter of Agreement – Fuel Vendor Audits, reassigned to the Quality Assurance Consultants Department

- 3 January 31, 2002 4 Mr. William Freiberger 5 Assistant General Chairman 6 District 141M - IAMAW 7 Dear Mr. Freiberger: 8 The following will confirm our agreement reached during negotiations that 9 Quality Assurance Consultants will be responsible for Fuel Vendor Audits. 10 It is also agreed that the employee currently conducting those audits will be
- 10 It is also agreed that the employee currently conducting those audits will be 11 considered to be a Quality Assurance Consultant and will be given Quality 12 Assurance Consultant Classification Seniority for the time he has been 13 conducting these audits.
- The Company will make every effort to physically relocate the employee tothe Quality Assurance Group within thirty (30) days of the acceptance of theTransition and Accretion Agreement.
- Sincerely,
 <
- 24
- 25 /s/William Freiberger
- 26 District 141M

Letter of Agreement – Maintenance Planner/Technical Documentation
 Specialist Vacation Transition

3	May 22, 2002
4 5 6	Mr. David Snyder Assistant General Chairman District 141M – IAMAW
7	Dear Mr. Snyder:
8 9 10	The following will confirm our agreement reached during negotiations for the accretion of Maintenance Planner/Technical Documentation Specialist clarifying how vacation will be transitioned.
11 12	Maintenance Planner/Technical Documentation Specialist will continue using the "current year" accrual method for the remainder of the year 2002.
13 14 15 16	Additionally, the Company agrees that Maintenance Planner/Technical Documentation Specialist will be entitled to the vacation accruals described in Article 11, paragraphs A and B of the Mechanical and Related Agreement for use in the year 2003.
17	Sincerely,
18 19 20 21	/s/E. Allen Hemenway Director, Labor Relations - Ground

- 22 Agree and concur:
- 23 24 25
- 24 /s/David Snyder
- 25 District 141M

Letter of Agreement – Maintenance Planner/Technical Documentation
 Carry Over Vacation

3	May 22, 2002						
4 5 6	Mr. David Snyder Assistant General Chairman District 141M – IAMAW						
7	Dear Mr. Snyder:						
8 9 0	The following will confirm our agreement reached during discussions describing the options employees have for unused and/or carryover vacation at the end of the year 2002.						
1 2 3	Prior to January 31, 2003, employees with existing Unused and/or Carryover (including Reserve) Vacation Bank balances from 2002 and before must choose one of the following options:						
4567	(1) be paid for such balance at the employee's rate of pay on their last active day with the Company prior to retirement or termination; or						
.8 .9 20	(2) convert the unused and/or carryover vacation to an equal amount of sick time.						
20 21 22	The above conversion will be accomplished on a one time basis and once the selection is made, changes after selection will not be permitted.						
23	Sincerely,						
24 25 26 27	/s/E. Allen Hemenway Director, Labor Relations -Ground Agree and concur:						
28 29	/s/David Snyder						
30	District 141M						

1 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:

Mho Company	Action 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 The company posts a bid for nine (9) positions with shift and days off, 6 plus the availability of three (3) Voluntary Separations (VS).

7	Shift 1	Shift 2	Shift 3	VS
8	1.	1.	1.	1.
9	2.	2.	2.	2.
10	3.	3.	3.	3.
4.4				

11

12 Position selection begins with the most senior employee signing up for his 13 preference, choosing either a shift or electing to Voluntary Separate 14 maximum of three in this example). This continues until the nine (9) 15 available positions have been bid. For each senior employee who elects to 16 VS, an abolishment notice to the most senior abolished employee is 17 rescinded. If no senior employee signs up for the VS, then the abolished 18 employees are processed per the normal procedure for reductions in force. If 19 three (3) senior employees sign up for the VS, then the three (3) abolished 20 employees are absorbed back into the department and the process is 21 complete. A junior employee issued an abolishment notice is not eligible for

- 21 com 22 VS.
- An employee awarded a VS during this process will be separated from theCompany.
- 25 NOTES:
- 26 1. The VS selection process will not extend the time frame for 27 exercising employees. The clock starts when the employee receives 28 their abolishment/bump notice. There is a 10-day window to work 29 through the VS selection process. The timeframe will not be 30 extended due to employees on any leave, paid or unpaid, such as 31 vacation, sick leave, off sick, occupational injury, etc. An 32 employee who does not bid for the VS program during the 33 established timeframe will be ineligible for the VS program.

34	Example: Maint Admin notified of reduction of force	8/1 Monday
35	Abolishment notice faxed to station	8/1 Monday
36	Notice given to employee	8/2 Tuesday
37	3 Working days to return (+2 days)	8/7 Sunday
38	Maint. Admin processes exercise form	8/8 Monday

1 2 3		Emplo	Admin assigns move / furlough date oyee receives letter stating last day / furlough date on or about	8/8 Monday 8/9 Tuesday 8/15 Monday
4 5 6 7		must be provides	tion process must be complete and Maintena notified of any VS awards, no later than 8/10 time to rescind notices, create new notices a ime to allow each employee affected, to be o	D. This and give
8 9 10 11 12	2.	with the example	oyee selecting VS waives their 10 days notic 10-day notice of the employee initially abolt above, an employee awarded VS would get ing that their last day is 8/15.	ished. In the
13 14 15 16 17 18	3.	terminati abolishm as the pr	uction in headcount due to retirement, resign ion that occurs in the affected department du nent process, will reduce the slots available f ocedures followed when an employee has re urlough date).	ring the for VS (same
$ \begin{array}{c} 19\\20\\21\\22\\23\\24\\25\\26\\27\\28\\29\\30\\31\\32\\33\\34\\35\\36\\37\\38\\39\\40\end{array} $	4.	where ar	 ployees within the location, classification and employee was actually abolished / bumped y for the VS option. Examples: CLT department 485 reduced from twelve (to nine (9) mechanics. Three (3) CLT 485 religible for VS. 1) If three (3) senior mechanics sign up for is complete. If no one in CLT department 485 signs up for abolished employees then exercise as follow employees exercise into CLT 491 and one (into CLT department 431, then: 1) Two (2) senior mechanics in CLT 491 at VS providing two (2) abolishment notice is most junior employee. If no senior employee. If no senior employees are the most junior in thare furloughed. No mechanics in other department 485 with the department 485 with the department 485 with the size of the two (2) is provided by the two (2) is provided by the two (2) is provided by the two (2) is not the two (3) employee. 	 / furloughed, 12) mechanics mechanics are VS, the process or VS and the vs: two (2) 1) exercises are eligible for ces are and le for VS issued to the LT 485 and the me station, they

- All VS selections will be awarded in seniority order, by basic seniority.
 An ampleuse may submit a Shift / Days off professores sheet
- 6. An employee may submit a Shift / Days off preference sheet for VS. An employee awarded VS based on his preference sheet will be separated from the Company.

Matrix subject to	change based on con	porate policy, lab	or agreement, or s	tatue changes				
	IIO	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 Overt	ime 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 2300700	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 70 1500-2300	00-1500 OT	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 14002200	RDO	RDO		40hr @ 1x and 7hr @ 1

									1/2x
Example #8	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 16002400	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 14302230	RDO	RDO		40hr @ 1x and 7.5hr @ 1 1/2
Example #10	700-1500	700-1500	700-1500	700-1500	700-1500 and OT 15302330	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 15002300 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 03000700 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

1 2 3			<u>ATTACHMENT H</u> Shop and Other Areas
4	BOS	485	PLANT MAINTENANCE
5	CLT	434	SEAT SHOP
6	CLT	437C	FACILITY CLEANING/SUPPORT
7	CLT	437	LAVATORY SHOP
8	CLT	438	SLIDE SHOP
9	CLT	462	OXYGEN SHOP
10	CLT	467	ACCESSORY SHOP
11	CLT	468C	MACHINE/SUPPORT SHOP
12	CLT	470	AVIONICS
13	CLT	472	ELECTRIC
14	CLT	474	WHEEL/BRAKE
15	CLT	477	SHOPS/PLANT MTC
16	CLT	478	CALIBRATION LAB
17	CLT	479	GROUND COMMUNICATION
18	CLT	482	COMPOSITE/FLIGHT SURFACE
19	INT	468	MACHINE SHOP
20	INT	469	PLATING SHOP
21	INT	477	SHOPS CLEANING
22	INT	483	LNDG GEAR/FLAP COMPONENT
23	INT	4850	PLT MTC/OPERATOR
24	INT	485	PLANT MAINTENANCE
25	PIT	426	TOOL ROOM
26	PIT	432U	HGR 5 SHOPS UTILITY
27	PIT	434	SEAT SHOP
28	PIT	437	LAVATORY SHOP
29	PIT	457F	457 FACILITY/UTILITY
30	PIT	458	APU SHOP
31	PIT	471	INSTRUMENT
32	PIT	472	ELECTRIC SHOP
33	PIT	473	FLUID SHOP
34	PIT	475	COMPOSITE SHOP
35	PIT	477S	SSB FACILITY/UTILITY
36	ALL		FUEL TANK ENTRY CREW

ATTACHMENT I **Voluntary Separation in Lieu of Furlough**

 $\begin{array}{c}
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 3 \\
 4 \\
 5 \\
 6 \\
 7 \\
 8 \\
 9 \\
 10 \\
 \end{array}$ 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 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.

$\frac{1}{2}$	US AIRWAYS					
1 2 3 4 5 6 7 8	ADDENDUM A					
5 6 7	January 11, 2005					
8 9 10 11	Mr. William O'Driscoll President and Directing General Chairman IAMAW-District 142					
11 12 13	Dear Mr. O'Driscoll:					
14 15 16 17 18 19	The IAM has been in continued discussion with the Company since the Union agreed to submit to membership ratification the final Company proposal dated January 6, 2005. During these discussions the Union and the Company have discussed certain additional enhancements and/or clarifications. This letter will document and formalize these enhancements and clarifications to the Company January 6, 2005 proposal as follows: 19					
20 21 22 23	A. Employees who are furloughed as a result of the outsourcing on or before June 1, 2006 will:					
23 24 25 26 27	1. Be entitled to an additional three months of health and welfare 24 benefits at employee contribution rates (beyond those applicable under normal CBA furlough provisions).					
27 28 29 30 31 32 33 34	2. If not retirement eligible, be entitled to sell accrued sick leave at the rate described in attachment F of the Company proposal, not to exceed a total dollar amount of \$5,000. An employee who elects to sell their sick leave under these provisions and subsequently returns through a bid or recall they will have any remaining sick leave accrual not sold.					
35 36	3. Be entitled to lifetime travel space available travel provided they have fifteen or more years of service.					
37 38 39 40	4. Be entitled to Company-provided outplacement services, including resume writing, interviewing skills career counseling and job fair opportunities.					
41 42	2345 Crystal Dr., Arlington, VA 22227 703-872-6234 FAX 703-872-7821					

B. The current Company plan is that the transition to outsourcing for utility work will take place over approximately a three-month period following the effective date of the agreement. PHL will be the first city outsourced, and utility employees in PHL will be offered a fleet service full-time or part-time position in PHL under the specified terms of attachment G of the Company proposal, prior to being involuntarily furloughed as a result of the outsourcing of PHL utility work (This option is possible due to the large number of fleet vacancies in PHL, combined with the increases due from the February flight schedule and the fact that fleet in PHL will have exhausted their recall list).

- 11 Other utility or mechanic and related employees who are furloughed as a
- result of outsourcing will continue to be subject to the provisions of theCompany final proposal under attachment G-Preferential Hiring.
- C. The Company agrees to meet and confer with the union in order to
 establish rules regarding the implementation of targeted selection for lead
 mechanic and inspector vacancies. Additionally, any panel interview
 process set up under targeted selection will include participation by a lead
 mechanic or inspector from the existing complement.
- D. The Company will meet and confer with the union within five daysfollowing the ratification to decide the applicable holidays under theagreement.
- The Company recognizes that outsourcing will result in some furloughs. It is our expectation that by delaying any outsourcing until after 3-1-05 that additional vacancies may be created as a result of an increase in retirements. We further believe that this event, combined with current vacancies, will materially reduce the need for involuntary furloughs.
- 27 These additional provisions in this letter are offered contingent upon 28 ratification of the agreement. As indicated in the original January 6, 2005 29 cover letter, if the agreement is not ratified the Company will implement 30 terms and conditions as it considers appropriate. It is safe to assume that 31 the additional provisions included in this letter will not be implemented. In 32 fact, it is possible the Company's condition in the event of a failed 33 ratification would deteriorate to the point where it might not be 34 economically possible to pay any furlough pay and benefits whatsoever to 35 employees severed as a result of outsourcing.

1 Sincerely:

- 2 3 4
- E. Allen Hemenway Vice President, Labor Relations US Airways, Inc.

1 <u>**RE: PAY CLASSIFICATION**</u>

- 2 June 3, 2008
- 3 Mr. Bill Freiberger
- 4 General Chairman
- 5 IAM District 142
- 6 Dear Mr. Freiberger,

7 The following will document our agreement regarding proper placement on 8 the pay scale when upgrading, bidding and/or displacing into positions in

- 9 different classifications with higher or lower pay scales.
- This letter will also serve to replace the existing letters on Changes in
 Classification Pay Scales (page 112) and Pay Scale Changes (page 222) of
 the mechanic and related January 31, 2005 agreement.
- 13 Employees upgrading, or bidding to a position in a different classification in 14 the same pay grouping, or a higher pay grouping will transition to the step on 15 the new pay scale closest to, but not lower than their current rate of pay. 16 Employees who possess previous seniority in the classification to which they 17 are bidding, will transition to the step on the new pay scale closest to, but not 18 lower than their current rate of pay, or to the appropriate step of the new 19 scale based on their previous pay seniority in that classification, whichever is 20 higher.
- Employees who possess seniority in a lower classification within the same pay grouping, or lower pay grouping and who elect to displace into such classification will transition to the step on the new pay scale the same as the step they currently occupy, or to the appropriate step of the new pay scale based on their previous pay seniority in that classification, whichever is higher.
- 27 Employees who possess seniority in a lower classification in a lower pay 28 grouping and who bid into such classification will transition to the step on 29 the new pay scale based on their seniority in that classification
- 29 the new pay scale based on their seniority in that classification.
- Employees applying for a vacancy into a lower classification in a lower pay
 grouping and where such employee does not possess seniority in the lower
 classification will be placed on the beginning step on the new pay scale.
- The following are the pay groupings and classifications from highest tolowest.

1 Pay grouping I

- 2 Mechanic (including Lead, Inspector, and MOC)
- 3 Quality Assurance (Including Senior)
- 4 Tech Doc (Including Senior)
- 1 2 3 4 5 6 7 8 9

Pay grouping II

Planner (all Planners, including Senior)

Pay grouping III

10 Stores (including Lead)

11

12 Pay grouping IV

13 Utility (including Lead) 14

- Shift premium and Lead/Senior premium is not included in the paycalculation for determining placement on the pay scale. When bidding from
- 17 a classification where license premium is applicable and paid to a
- 18 classification where license premium is not applicable, the license pay will
- 19 be considered in determining the proper placement on the new pay scale.
- 20 When bidding from a classification where license premium is not applicable
- 21 to a classification where license premium is applicable, an amount
- equivalent to the license premium(s) will be deducted from the employee'scurrent base rate of pay to determine proper placement on the new pay scale.
- 24 Example 1. A mechanic elects to transfer, or displace (where prior seniority
- 25 is held) from a mechanic position to a QA position. The mechanic's license
- 26 pay will be added to his base rate of pay and that rate will be used in
- determining the placement on the QA scale. Example 2. A QA employee(who holds A/P licenses) elects to transfer from a QA position to a mechani-
- (who holds A/P licenses) elects to transfer from a QA position to a mechanic
 position where the license pay is applicable. The applicable license
- 30 premiums in the mechanic position will be deducted from the OA base rate
- 31 of pay to determine proper placement on the mechanic pay scale. Example 3.
- 32 A mechanic elects to transfer to an Inspector position (license premium is
- 33 applicable to both). The mechanic's base rate of pay will be used in
- 34 determining placement on the Inspector pay scale.
- This agreement is prospective only and does not apply to employees whochanged positions prior to the date of this agreement.
- 37 This Letter of Agreement is cancellable by either party with a thirty (30)
- 38 day written notice. Should either party cancel this Agreement, employees
- 39 whose placement on the pay scale was determined under the provisions
- 40 contained herein prior to the effective date of cancellation will be
- 41 grandfathered.

1 2 3	Sincerely,
3	
4 5	
6	/s/E. Allen Hemenway
7	Vice President Labor Relations
8	
9	
10	
11	Agree and concur:
12	5
13	
14	
15	/s/Bill Freiberger
16	e
10	General Chairman
17	IAM District 142

Letter of Agreement - Quality Assurance Consultants/Weekly Pay

February 8, 2002

Mr. William Freiberger Assistant General Chairman District 141M - IAMAW

Deer 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



U-S AIRWAYS

Letter of Agreement - Stock Clerk Driver

December 8, 2008

Mr. William L. Freiberger General Chairman IAMAW District 142

Dear Mr. Freiberger:

The following will confirm our understanding that the Letter of agreement below regarding Stock Clerk Driver was erroneously omitted from the 2008 contract re-write. This letter applies to Stock Clerk Drivers under the 2008 CBA.

Re: Stock Clerk Driver

Letter of Agreement between US Airways, Inc. and the IAMAW

In order to comply with the United States Department of Transportation regulations governing the use of commercial motor vehicles weight rating of twenty-six thousand (26,001) or more pounds, the Company and the Union agree to the establishment and manning of a new bid area to be defined as Stock Clerk/Driver.

When the performance of those duties, outlined in Article 4, paragraphs (G) and (H) of the Labor Agreement, requires the operation of vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,001) pounds, this work will be performed by the Stock Clerk/Driver bid area within the Stores Department.

When not performing the duties of a Stock Clerk/Driver, those individuals in this bid area may perform other stock room work, Lead ratios will be maintained within the respective bid area.

In establishing the initial bid areas of Stock Clerk/Driver, awards will be made per the Labor Agreement to the most senior Stock Clerks. These individuals are responsible for taking and passing the required physical examination as per the government regulations. The successful bidders will be provided with all information available, to assist in the written and practical portion of the commercial drivers license test, for the applicable state in which the test will be taken. Subsequent bids will require proof of successfully completing the written portion or general knowledge test and the required physical examination necessary to obtain the commercial drivers license in order to be considered a qualified bidder.



U-S AIRWAYS

Once the written and physical portion of the test has been completed, the senior qualified bidder will be given access to the appropriate Company vehicles for the purpose of taking the skill test at the appropriate state examination point. The prospective Stock Clerk/Driver will be allowed two (2) attempts using Company equipment, to pass the skill test in a twelve (12) month period, however, the bid will be filled by the next senior bidder, if the first applicant cannot successfully puss the driving skill test within a thirty (30) day period from the original award date.

Employees seeking to fill unfilled vacancies in the Stock Clerk/Driver bid area through upgrade must possess the required drivers license to considered qualified.

For US Airways, Inc.

For LAMAW

%/E. Allen Hemenway Director, Labor Relations Ground /s/William Freiberger Assistant General Chairman District 141 - IAMAW

In addition, modify the 2008 CBA - Article 9.1 - Qualifications for filling vacancies as follows: Stock Clerk Driver - High school education or equivalent or one (1) year experience in store focus or material handling and a valid medical certificate.

Sincerely, Pox Harbonson

Ron Harbinson Managing Director Labor Relations – Ground

Agree and concurr

William Freiberger District Lodge 142 - GC

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