

# US AIRWAYS TENTATIVE AGREEMENT MECHANIC AND RELATED

Enclosed in this package, as outlined in the District 142 By-Laws, Article XIII, Section 1, are all changes, plainly marked, for the memberships review. All other terms and conditions contained in the April 3, 2008 LUS (Legacy US Airways) Mechanic and Related Collective Bargaining Agreement will continue to apply as written unless specified within this term sheet.

Any changes to existing language will have the current language printed; and struck through (~~strike through~~) indicating that language will be removed. Any new language to be inserted/ added will be shown as bold print and underlined (**bold and underlined**).

Current language from the accreted groups has been incorporated into the body of the CBA and is shown as italicized print (*italicized*).

Please take the time to review this package carefully and compile any questions that you may have. Your negotiating committee will conduct informational meetings throughout the system to explain the changes and answer any questions.

Dates and locations for the informational meetings and the ratification vote will be posted once established.

Your negotiating committee **unanimously** recommends ratification of this Agreement and thanks you for your solidarity and support during negotiations.

Fraternally yours,

Tom Higginbotham  
**PRESIDENT & DIRECTING  
GENERAL CHAIR**

Frank Schifano Sean Ryan Tim McCulloch Randy Griffith  
**GENERAL CHAIRS**

Bill Hollowood/PIT Randy Klinckhardt/PHX Bill Wise/CLT Tom Belmont/PHL  
**MECHANIC AND RELATED COMMITTEE**

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## Article 1 – Purpose of Agreement

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

*The Company and the Union recognize the important safety sensitive role of the Quality Assurance Consultants and of the importance of assuring that their duties are accomplished in a fair and unbiased fashion, free from outside interference, pressure or coercion. To that end, the Company and the Union agree that Quality Assurance Consultants covered by this Agreement will not be interfered with, restrained, coerced, or discriminated against by the Company, its officers/agents; the Union, its officers/agents or by fellow employees.*

## Article 2 – Scope

(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.

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

*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.*

*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 ~~covered~~ work when required to meet the needs of service when Planner / Technical Documentation Specialists ~~employees covered by this accretion agreement~~ are not immediately available to perform such duties.*

**(E)** *It is recognized that the types of maintenance audits ~~currently~~ being conducted by Quality Assurance Consultants as of January 31, 2002 will continue to be accomplished by Quality Assurance Consultants. It is also recognized that the types of audits ~~currently~~ being conducted by other Company employees and/or other organizations as of January 31, 2002 ~~upon the Effective Date of this Letter of Agreement~~ may continue to be accomplished by other Company employees and/or organizations.*

## **Article 4 – Classifications and Work Requirements**

### **(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 of the fleet to which he is assigned. He surveys and analyzes mechanical and operational performance of assigned fleet(s) or system(s). He provides technical evaluation and recommendations for resolution of maintenance problems including but not limited to: oversight and coordination; communication with employees and/or vendors both inside and outside the Company.*

*The work of a Maintenance Control Technician includes but is not limited to: providing technical support for assigned fleet for Dispatcher, Pilots, Mechanics, and other personnel as required; administering the MEL/CDL process in accordance with the current Maintenance Policies & Procedures (MPP); coordinating parts and tooling movement and manpower requirements for field trips to US Airways non-maintenance stations; reviewing open non-routine maintenance items on assigned fleet(s) or system(s); assisting and researching and developing a plan to resolve chronic aircraft faults; monitoring the ALERT, ACMS, AMA, and any future on wing monitoring system and writing maintenance technical service items (MTSIs); following up to ensure the effectiveness of corrective action to chronic faults; maintaining a current list of aircraft status (ETR) and communicating ETR and MEL information to OCC Planning Unit; requesting and remotely directing the work of contract maintenance personnel in non-maintenance stations in accordance with the MPP; updating delay information and DDE entries for non-maintenance stations; making part serviceability determinations for units entered in the SOS system; identifying chronic/rogue components and passing this information to the Reliability Department; alerting the MOC Duty Manager or MOC Manager when mechanical problems arise which adversely affect systems operations; reviewing previous day's mechanical interruptions and following up to ensure a positive final corrective action; providing the point of contact for Engineering Authorization requests by Production in accordance with the MPP and performing any other MOC duties as assigned. Maintaining and controlling CAT II/III aircraft certification and ensuring aircraft remain in compliance. Maintaining the ETOPS Program and ensuring aircraft remain in compliance. Maintaining the compass card records.*

*In addition to the work described, it is the primary responsibility of 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 qualified 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  
No Changes to Inspector Classification
- (C)** Lead Mechanic  
No Changes to Lead Mechanic Classification
- (D)** Mechanic  
No Changes to Mechanic Classification
- (E)** Interior Mechanic  
No Changes to Interior Mechanic Classification
- (G)** *Quality Assurance Consultants*

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

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

*1. Performing scheduled and unscheduled audits and surveillance of US Airways maintenance operations, maintenance facilities, station fuel facilities, non-maintenance stations, on-call contract maintenance vendors, contract maintenance providers and repair stations, parts distributors and 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.*

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

*3. Conducting/managing projects as assigned.*

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

5. *Conducting training of other Quality Assurance Consultants as 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:*

- 1. Support, coordination, assigning and prioritizing the work of other Maintenance Planners or Technical Documentation Specialists*
- 2. Training of other Maintenance Planners or Technical Documentation Specialists on current departmental policies, procedures, operating systems, regulatory requirements and providing assistance and guidance as needed*
- 3. Providing input to employees and/or input (verbal and/or written) to management related to their performance*
- 4. Participation in the Departmental Selection Process (if selected)*
- 5. Any administrative duties as assigned*

**(I)** *Technical Documentation Specialists*

*The work of a Technical Documentation Specialists may consist of:*

- 1. Developing aircraft maintenance/inspection programs in accordance with FAA Airworthiness Directives, approved operations specifications, manufacturers' requirements, and Maintenance Review Board and US Airways PAB instructions*
- 2. Preparing and maintaining current and comprehensive indexes of maintenance/inspection programs*
- 3. Revising maintenance programs manuals and job procedure cards to comply with documents and revision request policies set forth in the MPP*
- 4. Assisting and training new specialists and continued On- the-Job Training as necessary*
- 5. Participation in the Departmental Selection Process (if selected)*
- 6. Other work within the department as directed*

**(J)** *Aircraft Maintenance Planners*

*The work of an Aircraft Maintenance Planner may consist of:*

- 1. Workflow and workload analysis; scheduling of aircraft, engine or shop maintenance*
- 2. Coordination, scheduling and assignment of maintenance work releases*
- 3. Analysis and scheduling of new and deferred maintenance requirements*
- 4. Coordination of activities as required to support the execution of maintenance events and airworthiness directive compliance*
- 5. Assisting and training new planners and continued On-the-Job Training as necessary*
- 6. Participation in the Departmental Selection Process (if selected)*
- 7. Other work within the department as directed*

**(K)** *Material Planner*

*The work of a Material Planner may consist of:*

- 1. I.P.C research and new part number setups*
- 2. Maintaining expendable, repairable and rotatable inventories*
- 3. Maintaining inventory investment within operating goals*
- 4. Managing scrap units*
- 5. Provisioning and managing material requirements for Aircraft and Component modification programs*
- 6. Assisting and training new planners and continued On- the-Job Training as necessary*
- 7. Participation in the Departmental Selection Process (if selected)*
- 8. Other work within the department as directed*

**(L)** *Material Controller*

*The work of a Material Controller may consist of:*

- 1. Controlling and tracking rotatable, repairable and/or AOG material movement*
- 2. Maintaining records on commitments, allocations and tracking of line station replenishment of rotatable 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

No Changes to Lead Stock Clerk Classification

**(N)** Stock Clerk

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

**The Company will reimburse an employee for any co-pay required to obtain a required DOT physical up to the maximum co-pay required under the Company's health care benefits for such physical. (Required every 2 years)**

**(O)** Lead Utilityman

No Changes to Lead Utilityman Classification

**(P)** Utilityman

No Changes to Utilityman Classification

**(Q)** If the number of Leads on a shift, within a bid area, exceeds the 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.

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

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

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

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



## Article 5 – Hours of Service

(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 ~~0630~~ **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).

(D) Where three (3) standard shifts are maintained, **The Company may** ~~two (2) additional shifts at each station may be established~~ **additional shifts** to meet the needs of ~~the~~ service. Any change of more than one (1) hour from ~~the an~~ original starting time ~~of the fourth (4th) or fifth (5th) shifts~~ 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 quarter-hour. In establishing **additional Shifts** ~~the fourth (4th) and/or fifth (5th) shifts~~ at Line Maintenance stations, it shall not operate to cause any reduction of force of an employee who is covered by this Agreement.

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

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

(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 lunch** period outside the limits of the fourth (4th) and fifth (5th) hours will be allowed a thirty (30) minute **meal lunch** period as close to the regular **meal lunch** period as possible. Every reasonable effort will be made to allow all employees to take their **meal lunch** period as scheduled. Only those who must take their **meal lunch** 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.

(L) *Maintenance Control Technician (MOC) Classification:*

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

*Employees may be required to be available during breaks and lunch. Shift turnovers will be accomplished at the end of each scheduled shift as necessary. Once the shift turnover has been completed the off-going 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 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.**

**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.*

(4) *An annual bid for shifts and days off by bid area will be accomplished prior to the annual vacation selection.*

(5) *Maintenance Control Technicians schedules and/or shift start times are established by the Company based on the needs of service. Days off for Field Technical Service are normally Saturday/Sunday however, should the Company require weekend coverage a work schedule including weekend coverage may be created and bid in seniority order among those assigned to the affected Field Technical Service bid area.*

(6) *Maintenance Control Technicians assigned to the Field Technical Service bid area will accrue compensatory time or at the 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 ~~exclusive of an unpaid lunch meal period. However, the normal completion of the Quality Assurance Consultant's duties may include additional time of up to thirty (30) minutes without additional compensation.~~

(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.**

**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 (M) 2. ~~above.~~

(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.

(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 ~~(08:30 as of effective date)~~ 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 **lunch meal** period. ~~However, the normal completion of the Maintenance Planner/Technical Documentation Specialist's duties may include additional time of up to thirty (30) minutes without additional compensation.~~

(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.

**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.**

**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 (N) 2.*

(4) *At a minimum, an annual bid for shifts and days off by bid area will be accomplished prior to the annual vacation selection.*

(5) *Maintenance Planner/Technical Documentation Specialists schedules and/or shift start times are established by the Company based on the needs of service.*

(6) *Work assignments within a bid area may be established by the Company based on the needs of service.*

(7) *Qualified employees may be cross-utilized between bid areas listed in Article 9 paragraph (I) and subject to the provisions of Article 9 paragraph (M) of the CBA.*

(8) *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.*

## **Article 6 – Overtime and Holidays**

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

(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.

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

~~Effective January 1, 2010, Presidents Day will be added.~~

~~Effective January 1, 2011, Columbus Day will be added.~~

(E) 4. The maximum number of compensatory time to be accrued will be **ten (10) days** ~~eighty (80) hours~~. 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 (~~holiday~~).

**(F) Overtime distribution for Maintenance Control Technicians, Inspectors, Mechanics, Stock Clerks, Utilitymen.**

1. IAMAW ~~committeemen~~ **Shop Stewards** will keep overtime distribution charts 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.

2. The supervisor who authorizes the overtime will contact the respective ~~committeeman~~ **Shop Steward** 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 ~~committeeman Shop Steward, the alternate committeeman, or in his absence~~, another member of the crew, shall act as the ~~committeeman~~ **Shop Steward** for overtime arrangements.

4. The Company will provide to the ~~committeeman~~ **Shop Steward** an accurate attendance list for use in calling overtime. On the OM-87 form, the ~~committeeman~~ **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 ~~committeeman~~ **Shop Steward** or if the ~~committeeman~~ **Shop Steward** errs in his report.

5. The ~~committeeman~~ **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 ~~committeeman~~ **Shop Steward** to do so. Any employee bypassed by the supervisor may file a grievance.

6. ... 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 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. The Company will give as much notice as possible of contemplated overtime, but for charge purposes, no minimum notice is required.

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 ~~committeeman~~ **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.

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

16. If an employee has worked sixteen (16) consecutive hours or more (exclusive of unpaid meal periods) ~~on a field trip or~~ 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.**

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 ~~one~~ **two (2) hours for domestic and three (3) hours for travel outside the contiguous forty-eight (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.

(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: described in Article 5 paragraph E (L) 5 6*

*Maintenance Control Technicians assigned to the Field Technical Service bid area will accrue compensatory time or at the 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.*

**(I)** *Quality Assurance Consultants ~~Overtime Quality Assurance Consultants~~ shall be entitled to work overtime as approved when in conjunction with work assignments made by management. Overtime will not commence until thirty (30) minutes after the Quality Assurance Consultant has completed his standard eight and one half (8 1/2) hour shift.*

- 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.*



~~5. Quality Assurance Consultants may occasionally be required to work mandatory overtime as a result of personnel shortage, workload or other extenuating circumstances. 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.~~

**5. If an employee has worked sixteen (16) consecutive hours or more (exclusive of unpaid meal periods) on a field trip or 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.**

#### **(JP) 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.***

**Management will maintain employee qualification lists in each bid area based on training records and/or work experience. The qualification lists shall be accessible to employees and will be kept current to reflect each employee's qualifications for overtime and field service. Qualification training will be provided by the Company through on the job training (OJT) subject to the availability of the work, by classification seniority, on the shift, within the bid area, to 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 crew, 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). 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 qualified 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 ½ X) 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.

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 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. **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.**

9. **Overtime on any job may be assigned to any department by 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 being used.**

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

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.**

14. **Employee 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. 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.**

**16. 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 unpaid 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.**

**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 ½ ) hour shift, or a minimum of five (5) hour increments for a ten-and-one-half (10 ½) hour shift, or a minimum of six (6) hour increments for a twelve-and-one-half (12 ½) 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.

**(K) Mandatory Overtime**

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.

**(MI) Quality Assurance Consultant, Inspector, Mechanic, Stock Clerk, Utility.**

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.

## **Article 7 – Travel Pay**

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

(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:

Day (s) Off: 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 ~~seven~~ **eight (7 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

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

(E) An employee involved in field service, special assignments or training away from his Base station will receive an hourly per diem allowance of ~~one-two dollars seventy cents (\$1.70)~~ **\$2.00** per hour **domestic and two dollars and 50 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 cease at the employee's return time. The time of departure and return will be provided by the employee and included on his expense

statement for such assignments. Such employee will not be entitled to the foregoing hourly per diem during periods of time he has returned to his residence or Base inclusive of travel time during personal time off from field service, special assignment or training.

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

(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 overnights 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.*

(M) *Planner / Technical Documentation Specialist*

1. *Maintenance Planner/Technical Documentation Specialists 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**. Travel time will begin thirty (30) minutes prior to the scheduled flight departure 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 overnighing immediately after their arrival.

2. Planner/Technical Documentation Specialist 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.

## Article 8 – Seniority

(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).

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

- Mechanic Classification will include Premium Classifications of MOC, Inspector, **and** Lead Mechanic ~~and QAC~~.

(B) Unless otherwise specified in this Agreement:

- 1) bidding for shifts and days off, vacancies, new jobs, promotions or displacements involving Basic Classification positions shall be by Basic Classification Seniority, (e.g.i.e. 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.i.e. Lead Mechanic, Inspector, etc.) See Article 9, paragraph (I).
- 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. ~~See Article 8, paragraph (I). (targeted select process)~~

(C) New employees shall be regarded as probationary employees for the first ninety (90) work days of their employment, and there shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are discharged or laid off during this period. **For Quality Assurance, Technical Documentation Specialist and Planners, this ninety (90) work day probation period excludes classroom training.** If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in order of the date of their original hiring at the point and on the



system seniority roster. The Company will furnish the Local Chairman and the General Chairman with the names, classification, department, and rate of pay of all new employees on the first (1<sup>st</sup>) of each month.

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

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

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

(G) Employees affected by a reduction in force (abolished) or displaced by senior employees (bumped) must exercise their seniority. 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. Such rights must be exercised within three (3) working days after 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.

BUMPING PROVISIONS:  
**\*\*\*ONLY IF SENIORITY IS HELD\*\*\***

<b>Technical Documentation Specialist Classification</b>	
Senior Technical Documentation Specialist	Technical Documentation Specialist <u><b>Lead Mechanic*</b></u> <u><b>Mechanic*</b></u> <u><b>Maintenance Planner*</b></u> <u><b>Lead Stock Clerk*</b></u> <u><b>Stock Clerk*</b></u> <u><b>Lead Utility*</b></u> <u><b>Utility*</b></u>
Technical Documentation Specialist	Technical Documentation Specialist <u><b>Lead Mechanic*</b></u> <u><b>Mechanic*</b></u> Maintenance Planner* <u><b>Lead Stock Clerk*</b></u> <u><b>Stock Clerk*</b></u> <u><b>Lead Utility*</b></u> <u><b>Utility*</b></u>

<b>Maintenance Planner Classification</b>	
Senior Maintenance Planner	Maintenance Planner <u><b>Lead Stock Clerk*</b></u> <u><b>Stock Clerk*</b></u> <u><b>Lead Utility*</b></u> <u><b>Utility*</b></u>
Maintenance Planner	Maintenance Planner Lead Stock Clerk* Stock Clerk* Lead Utility* <u><b>Utility*</b></u>

**NOTE:**

1. Abolished / Bumped - 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 (e.g.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 or Weld shop and do not meet the minimum qualifications of any of the mechanical jobs, as described in Article 9, paragraph (HI), they will be permitted to exercise their seniority into either the Ground Equipment shop or Plant Maintenance shop at the time of reduction.

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)

OR

b. may exercise their seniority and bump the most junior employee in any bid area in their station, in their basic classification, provided they are qualified for that position.

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

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

OR

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

OR

c. exercise to any vacancy (a position previously bid, that went “no bids received” and is currently available for hire) in the system for which they are qualified. The Company will provide a list of vacancies when issuing abolishment notices.

(I) ~~Lead Mechanic/Inspection~~ The hiring process for Lead/Inspection positions will be via the ~~Targeted~~ Interview Selection process outlined below. The questions in the Lead / Inspection Interview Guide will be mutually agreed to by the Company and Union. The Lead / Inspector job-will be posted for bid. If the senior bidder has Lead time or Inspector time, whichever is appropriate, the position is awarded to the senior bidder and there will not be a ~~Targeted~~ Interview Selection Process. If no bidder has the appropriate Lead / Inspector time, the following will apply:

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

2. Interviews will be scheduled as outlined below.

g. ~~Interviews will be conducted at Committees~~ will be based in CLT, PHL of, PIT and PHX.

## Article 9 – Filling Vacancies

### (A) Filling of vacancies for Inspector, Mechanic, Stock Clerk, Utility

Current Book

### (B) Filling of vacancies for Maintenance Control Technicians

*Employees selected for consideration for Maintenance Control Technician 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. The Company agrees that the Union will have representation in the application of the Department Selection Process. ~~(See Appendix A to this letter).~~ **The Local Chairman, PIT will be notified of any vacancy 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 ~~and/or OFF~~ 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

- 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 will be considered for the vacancy in the Department Selection Process. Where fewer than ten (10) bidders meet the minimum and a preferred qualification, the Company may consider additional candidates who met the minimums in order to establish a total candidate pool of ten (10) bidders maximum for consideration in the Department Selection Process as follows;*

- 1) MOC employees that meet the minimums and a preferred qualification.*
- 2) Other Mechanical and Related employees that meet the minimums and a preferred qualification.*
- 3) MOC employees that meet the minimum qualifications.*
- 4) Other Mechanical and Related employees that meet the minimum qualifications.*
- 5) New employees that meet the minimum qualifications.*

*NOTE: Where seniority is used to limit the applicant pool to ten (10) candidates, MOC Seniority, time under the Agreement Seniority and Company Seniority shall be used to sort applicants, in that order.*

*Example: Two (2) Maintenance Control Technicians meeting the minimum and a preferred qualification, one (1) Mechanical and Related employee that meeting the minimum and a preferred qualification, two (2) Maintenance Control Technicians meeting the minimum qualifications and twenty (20) Mechanical and Related employees meeting the minimum qualifications apply for a Maintenance Control Technician 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 the note above.*

*d. The candidate with the highest score in the Department Selection Process will be awarded the vacancy.*

*e. Candidates scores in the Department Selection Process will remain on file for twelve (12) months following the completion of their interview. This score may be used should they apply for other vacancies in the same bid area within this twelve (12) month period.*

**(C) Filling of vacancies for Quality Assurance**

*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 (~~Appendix A~~) 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 ~~and/or OJT~~ 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.

## 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.

## 2. SECONDARY VACANCY

The Company will establish an interview panel consisting of Quality 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 can not 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 can not 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.*

*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.*
- 4) *New employees that meet the minimum qualifications and one (1) preferred qualifications.*
- 5) *Other Mechanical and Related employees that meet the minimum qualifications along with new employees that meet the minimum qualifications.*

*Example: Two (2) Quality Assurance Consultants meeting the minimum and preferred qualifications, one (1) Mechanical and Related employee meeting the minimum and preferred qualifications, two (2) Quality Assurance Consultants meeting the minimum qualifications and twenty (20) Mechanical and Related employees meeting the minimum qualifications apply for a Quality Assurance Consultant 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.*

*d. 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.*

*e. 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 Quality Assurance Consultant vacancies within this twelve (12) month period.

f. Quality Assurance Consultants may be temporarily upgraded to Senior Quality Assurance Consultants based on the needs of service, qualifications and seniority.

g. Bid area(s) will be established by the Company and Quality Assurance Consultants may be cross-utilized between the bid areas

h. Employees selected for Quality Assurance Consultant positions will begin accruing Quality Assurance Seniority from the day they are awarded the position.

**(D) For filling vacancies for Maintenance Planning and Technical Documentation Specialist**

Employees selected for consideration for Maintenance Planning or Technical Documentation Specialist positions 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, Appendix B~~); in addition to their ability to meet the minimum qualifications and/or preferred qualifications. **The Local Chairman, PIT will be notified of any vacancy to be filled as it is posted on the system.**

Employees selected will be required to serve a ninety (90) work day probationary period, excluding all classroom ~~and/or OJT~~ 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.

**(2E) ——— Planner and Technical Documentation Specialist — BID AREA VACANCY**

**1. BID AREA IMPROVEMENT**

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 can not 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, Human resources will resolve through another interview.*
- 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.*
- 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,*
  - 3) Company Seniority,*
  - 4) New employees.**
- d. 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) Maintenance Planner/Technical Documentation 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) Maintenance Planner/Technical Documentation Specialist employees that meet the minimum qualifications.*
  - 4) New employees that meet the minimum qualifications and one (1) preferred**

qualifications.

- 5) *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 Maintenance Planner/Technical Documentation 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 Assurance, Mechanic, Stock Clerk and Utility** will be accomplished using the shift preference sheets as follows:

**(F) ~~Planner / Technical Documentation Specialists Realignment & Re-deployment~~**  
**Realignment, redeployment and rebids for Aircraft Maintenance Planner, Material Planner, Material Controller and Technical Documentation bid areas will be accomplished as follows:**  
**permitted to realign and re-deploy within and/or between bid areas under the following provisions:**

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.

3. ~~Paragraphs (B), (D), (E), (F), (G), (I), (L) and (H) lines 18 through 27 of Article 9 will not apply when awarding Aircraft Maintenance Planner, Material Planner, Material Controller and Technical Documentation positions. Additionally, the words "and shop planners" will be struck from lines 31 and 32 on page 48 and the following sentence will be added to paragraph (S): Vacancies in the Maintenance Planning and Technical Documentation areas will be filled through the Department Selection Process (Appendix B). Note: Need to verify above paragraphs~~

4. ~~The Local Chairman, PIT will be notified of any vacancy to be filled as it is posted on the system~~

**(H)** The qualifications, which may be used in the filling of vacancies and new jobs, are as follows: ONLY CHANGE TO CURRENT CBA CHART IS AT STOCK CLERKS/DRIVER

**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.**

<b>Stock Clerk/Driver</b>	High school education or equivalent or one (1) year experience in store room, or material handling and a valid medical certificate <b><u>per Department of Transportation regulations.</u></b>
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Aircraft mechanical experience under this Article includes all 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.

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

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

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

**Maintenance Planning and Technical Documentation areas will be filled through the Department Selection Process per paragraph (ED) above.**

## Article 10 – Leaves of Absence

(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)~~ ~~thirty (30)~~ **calendar** work days, ~~must apply for a~~ **will be placed on** medical leave of absence ~~using~~ ~~on~~ the standard leave of absence form, and must present proper medical documentation detailing reason(s), physical limitations, time limits, etc.

(G) Employees will receive a maximum of ~~ten (10) paid working days~~ **eighty (80) hours free from duty** ~~off~~ within a fourteen (14) calendar day period in a calendar year for **annual** reservist training **except with appropriate reserve orders an employee's annual reserve training may be two separate one week periods with each period a maximum of forty (40) hours within a seven (7) day period., also on a case by case basis provisions for periods of active reservists time off less than seven days and other than normal weekend training will be permitted.** ~~Such leave that~~ will not count against the employee's vacation. The Company will pay the employee the difference between his regular pay and the amount received from the military. Employees will be required to provide the Company with a copy of their reserve training orders and will be required to submit to the Company proof of the amount of pay received from the military within ~~seven (7)~~ **fourteen (14)**-days after the employee returns. This amount (excluding expenses) will be deducted from the employee's next paycheck.

## Article 11 – Vacation

(B) Vacation allowances are as follows:

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

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

(C) Employees will be permitted to select their vacation in a shop, station, or department in which they are employed in accordance with their length of service under this Agreement. Where

mutually agreed between the Company and the Local Committee, vacations may be selected by other than shift in a shop, station or department. The three (3) basic shifts will be recognized for vacation selection purposes.

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

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

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.

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

**(D) *Maintenance Control Technicians***

*1. 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.*

~~*3. DATs may be requested no less than fifteen (15) and no more than thirty (30) days prior to the date desired and will be awarded based on needs of service no earlier than fifteen (15) days prior to the date requested off.*~~

**(E) *Quality Assurance Consultants***

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, ~~E~~mployees 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.

~~3. DATs may be requested no less than five (5) and no more than fifteen (15) days prior to the date desired and will be awarded based on needs of service no earlier than five (5) days prior to the date requested off.~~

**(F) 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.

2. Subject to the requirements of the Company, ~~E~~mployees 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.

**(G)** Vacation and compensatory time accrued through the last day of work will be paid to any employee leaving the service of the Company because of retirement, reduction in force, resignation, discharge, personal leave, educational leave or for military service. **Any employee on active military leave may, in lieu of pay, may bank accrued vacation for up to a maximum of one (1) year's accrual. Employees who elect to bank vacation under these provisions must take the banked vacation in the year of their return where practicable. Where not practicable banked vacation must be 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.

**(M) Excluding MOC, QA, Planner, Tech Doc,** Vacation week vacancies that become available, after the normal bidding cycle is complete, as a result of bid awards, exercise of seniority, leave of absence, or selection change shall be posted within the shop, station, or department on the Wednesday immediately following such change for a period of seven (7) calendar days. An employee entering a shop, station, or department, who has not yet moved, may bid and be awarded available vacation week vacancies provided the available vacation week(s)

begins on or after the report date of the new assignment. At the close of such period the bid will be awarded to the successful senior bidder. It is further understood that should the vacation ratio be exceeded for any reason, the vacation period will not be posted or considered open.

**(P) Priority for granting DAT vacation time off will be as follows; 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. ~~After an employee reaches ninety (90) days accumulated sick leave credit, he may exchange fifteen (15) days sick leave for five (5) additional vacation days. Beginning January 1, 1960, those employees who have traded sick leave for additional vacation once cannot trade again, and those employees who trade once after January 1, 1960, cannot trade again. It is understood and agreed that the trading feature will eventually be eliminated and, therefore, shall not apply to employees hired after January 31, 1959.~~

(B) Employees on sick leave shall receive their sick leave compensation for the time accrued to their personal sick leave credit on the regular established pay days. The first ~~day three (3) consecutive days~~ of each sick occurrence ~~are~~ **will be** paid at fifty percent (50%) of the employee's scheduled hours and decremented at fifty percent (50%) from the employee's available sick bank hours. Employees who have ~~one hundred seventy-five (100 75)~~ or more days in their sick bank on the date of the sick leave occurrence will be paid one hundred percent (100%) and one hundred percent (100%) will be deducted from their sick bank. Employees hospitalized overnight ~~within the first three (3) days~~ will have applicable sick days ~~paid at one hundred percent (100%) and one hundred percent (100%) will be deducted from their sick bank.~~ Employees must be in an active pay status for ten (10) or more work days in a month if regularly scheduled to work five (5) days a week, or employees must be in an active pay status for eight (8) or more work days in a month if regularly scheduled to work four (4) days a week in order to accrue sick leave for the month. Employees receiving Severance Allowance do not accrue sick leave.

(G) No **Maintenance Control Technicians, Inspectors, Mechanics, Stock Clerks, and Utility** employees shall be required to work more than two (2) different shifts during a rotating or relief assignment.

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

1. ~~One dollar and seventy five~~ **Two dollar and twenty-five cents** (\$1.75-~~\$2.25~~) per

hour for each license (A&P only). Effective the first day of the first pay period following ~~January 1, 2010~~, license pay will be increased to one dollar seventy-five cents (\$1.75) for each license **DOS**. Employees will be paid a maximum of two (2) licenses.

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

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

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

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.

**3. Inspector Premium of seventy-five cents per hour (.75) effective on DOS**

**4. Stock Clerk Premium of forty-five cents per hour (.45) effective on DOS.**

**.(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.**

## **Article 13 – Transportation**

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

The Company will authorize reasonable space positive travel (on a self-book basis) for up to ~~five (5)~~ **seven (7)** union officials, providing that:

Such officials are employees or retirees of the Company,  
Are on full time Union Leave, and  
Where the majority of their Union duties are related to the Company.

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



(E) *Quality Assurance Consultant's ~~term-pass~~ 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 ~~term-pass~~ travel profile being updated.*

## Article 14 – Grievance Procedures

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

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

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

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

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

## Article 16 – Safety and Health

(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.

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

## Article 17 – General and Miscellaneous

(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 ~~and or~~ trousers) ~~such that the employee has a set of clothing for each day he is assigned to work in a week.~~ The employee may choose a coverall or jumpsuit in lieu of the shirt and trousers/shorts **combination.**

The Company shall replace uniform items (~~including with the exception of~~ rainsuits, jackets or parkas) **based on appearance and wear as determined by the Company.** ~~as necessary on an annual basis. The Company will replace rainsuits, jackets or parkas as necessary every two years.~~ The Company may, in its sole discretion, replace damaged uniform items more frequently. The Company shall not be responsible for replacing uniforms damaged by negligence or misuse by the employee.

*Lab Coats will be made available for Quality Assurance Consultant's use while on field assignments. ~~The Company will make every effort to acquire these Lab Coats within ninety (90) days of the acceptance of this agreement.~~*

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

**The Company may select technicians in Maintenance Control, Aircraft Maintenance Planners, Material Planner, Material Controllers or Technical Documentation Specialists for training based on the individual's needs for additional training as determined by the Company.**

(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.

*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.*

(M) Shift Swaps

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 five (5) working~~ **twenty-four (24) hours** prior to the **shift start time of the day/shift** to be worked.

**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 in to different bid area will be permitted to shift trade with other qualified employees within their bid area and classification.**

12. Employees who have a swap **to work** scheduled within twenty-four (24) hours of a field service trip are ineligible for that field 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 scheduled swap-off, the employee will notify management and the 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 payment or paid rest will be paid as a result of working the swap.

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

**17. One way swaps within the bid, within the classification, from premium to basic classification 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.**

(R) ~~The~~ Labor Advisory Committee will **include one representative designated by the IAM District 142** ~~be established consisting of one designee from ALPA, AFA, IAM, CWA, TWU and non-contract employees~~ for the purpose of addressing issues of common interest

among all employees at US Airways.

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

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

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

## **Article 18 – Wage Rates**

(H) Employees working in a Lead, Senior or MOC position will receive ~~one~~ **one dollar and seventy-five cents** (~~\$1.00~~ **\$1.75**) per hour premium above the applicable base rate.

Schedule A – **Hourly rates of pay for all classifications and all steps will increase by the following amounts:**

- **3% to base rates of pay effective DOS**
- **3% to base rates of pay effective 9/12/14**
- **Base rates of pay effective 9/12/15 – Increase to base rates of pay for all employees covered by this agreement a minimum of 3%**
- **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 MOC as outlined in the LAA (Legacy American Airlines)/TWU MOC agreement will be applicable to MOC.**
  - **Industry Comparable Pay Rate Adjustment for Title I (AMTs) as outlined in the LAA/TWU Mechanic and Related agreement will be applicable to Mechanics, Inspectors, Lead Mechanics.**
  - **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.**
  - **Industry Comparable Pay Rate Adjustment as outlined in the LAA/TWU Material Logistic Specialist agreement will be applicable to Stock Clerks.**

- Base rates of pay effective 9/12/16 – In the event a Joint Collective Bargaining Agreement (JCBA) at the New American Airlines has not been ratified prior to 9/12/16, a 1.5% increase to base rates of pay will be applied and the amendable date of the agreement will be extended by one (1) year
- Base rates of pay effective 9/12/17 – In the event a JCBA at the New American Airlines has not been ratified prior to 9/12/17, a 1.5% increase to the base rates of pay will be applied and the amendable date of the agreement will become 9/12/18

All economic improvements will become effective on the 1<sup>st</sup> day of the 1<sup>st</sup> pay period following the effective date of the agreement

Hourly Base Rates for Mechanic and Related

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

**MOC**

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

**Planner**

<b>Step</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
1	\$14.35	\$14.78	\$15.22	\$15.68
2	\$15.93	\$16.41	\$16.90	\$17.41
3	\$17.52	\$18.04	\$18.58	\$19.14

4	<u>\$19.63</u>	<u>\$20.22</u>	<u>\$20.82</u>	<u>\$21.45</u>
5	<u>\$21.47</u>	<u>\$22.11</u>	<u>\$22.78</u>	<u>\$23.46</u>
6	<u>\$22.25</u>	<u>\$22.92</u>	<u>\$23.61</u>	<u>\$24.32</u>
7	<u>\$23.26</u>	<u>\$23.96</u>	<u>\$24.67</u>	<u>\$25.41</u>
8+	<u>\$23.98</u>	<u>\$24.70</u>	<u>\$25.44</u>	<u>\$26.21</u>

**Inspector**

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

**QAC**

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

**Stock**

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

**Utility**

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

**Tech Doc**

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

## Article 22 – Insurance

### Medical Insurance Excise Tax Letter of Agreement

May 7, 2014

Mr. Tom Higginbotham  
 President & Directing General Chairman

IAMAW District 142

Dear Mr. Higginbotham:

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

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”).

If the Company and the Union are unable to agree on modifications necessary to avoid the application of the excise tax or other penalty on the Affected Plan within ninety (90) days after the initial meeting, an arbitrator shall immediately be selected in accordance with the Collective Bargaining Agreement to determine the modifications to the design of the Affected Plan that will become applicable. The authority of the arbitrator is expressly limited to establishing those modifications to the design of the Affected Plan that will ensure that no excise tax or other penalty will apply. If the arbitrator determines that no reasonably practical modification to the Affected Plan can guarantee that no excise tax or other penalty will apply, the Company shall have the right to terminate the availability of the Affected Plan to the Mechanic and Related employees. If, under the preceding sentence, the Company has terminated or would have the right to terminate the availability to the Mechanic and Related employees of all three Plans, the arbitrator will be empowered to designate an alternative plan design (a “New Plan”) that is available from the Company provider and that replicates the provisions of the 80 percent plan to the greatest possible extent without causing the 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 Plan. Notwithstanding the foregoing, the provisions of this Letter of Agreement shall not be effective if, after the effective date of this Agreement, the Company enters into any new or amended collective bargaining agreement having a term of three (3) years or more with any union group that does not contain a provision substantially similar to this Letter of Agreement.

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

Sincerely,



E. Allen Hemenway

Vice President

Labor Relations

Agree and concur:

Mr. Tom Higginbotham  
President & Directing General Chairman

IAMAW District 142

## Article 23 – Duration

Three (3) year agreement from DOS (Date of Signing), unless extended in accordance with Article 18 – Wage Rates

## Scope and Job Protection

- 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
- 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.
- 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

## Other

- IAM agrees to file a Single Carrier Application with the NMB within thirty (30) days from date of ratification of this agreement
- The Company will be prepared to commence JCBA negotiations within thirty (30) days from date of ratification.

### Voluntary Early Out Program (VEOP)

- 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:
  - Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction
  - The maximum number of VEOs (Voluntary Early Outs) offered in a location, classification and bid area will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area
  - Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within thirty days of the employees release date
  - In addition to lump sum payment, employee will receive any severance allowance as outlined in Article 20 of the Mechanic and Related agreement  
This Lump sum payment will not have any impact on the “Sick Leave Buy Back” policy currently in place