

U S AIRWAYS

AGREEMENT

by and between

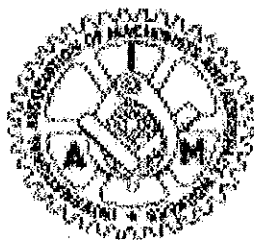
US AIRWAYS, INC.

and the

Maintenance Training Specialist

As represented by the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**



April 25, 2008

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AGREEMENT

by and between

US Airways, INC.

and the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
For
MAINTENANCE TRAINING SPECIALIST "SPECIALISTS"**

PREAMBLE

This Agreement is made and entered into this 25th day of April 2008 in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between US Airways Inc., hereinafter referred to as the "Company", and the International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union", Representing the Maintenance Training Specialist, hereinafter referred to as "Specialists."

ARTICLE 1
PURPOSE OF AGREEMENT

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

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

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

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

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

31
32 (F) The Company and the Union agree to comply fully with all
33 applicable Federal and State statutes and regulations prohibiting
34 discrimination with respect to all aspects of employment with the Company.
35 Further, the Company and Union agree that neither shall discriminate
36 against employees covered by this Agreement on the basis of race, color,
37 religion, sex, national origin, age, sexual orientation, handicap disability,
38 current or prior membership in a uniformed service, or status as a disabled
39 veteran.

ARTICLE 2
SCOPE OF AGREEMENT

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4 (A) The Company recognizes the Union as sole and exclusive
5 bargaining agent for those employees described as Maintenance Training
6 Specialist of the Company working within the limits of the United States and
7 its possessions.

8
9 (B) The Technical Instruction of Mechanical and Related personnel
10 assigned to inspect, maintain, overhaul or service, company operated
11 aircraft, components and maintenance equipment where performed directly
12 by the Company, is recognized as coming within the jurisdiction of the
13 International Association of Machinists and will be performed by
14 Maintenance Training Specialists. For the purposes of this agreement,
15 technical instruction of Mechanical and Related Personnel is considered to
16 be work involved with the delivery of training covering the repair,
17 maintenance and operation of aircraft systems and components.

18
19 Notwithstanding the above it is recognized that:

20
21 1. Training involving Utility, MOC, Ground
22 Communications, Stores, Shops, Ground Equipment Specialists, Planners,
23 Technical Documentation Specialists, Quality Assurance Specialists and
24 Inspectors is not exclusive to employees covered by this agreement.

25
26 2. Training historically performed by employees covered by
27 this agreement including but not limited to, towing, brake riding, taxi and
28 run-up, fueling, on-call maintenance, APU, GPU, air-start and non-technical
29 maintenance training including but not limited to, receipt and dispatch, door
30 operation, safety, administrative, computer operation, aircraft servicing, de-
31 icing and developmental training is not exclusive to employees covered by
32 this agreement.

33
34 3. The Company may utilize vendors in the development
35 and/or delivery of technical Mechanical and Related training, provided such
36 utilization does not directly result in the reduction/layoff of employees
37 covered by this agreement.

38
39 4. Employees not covered by this agreement may assist
40 Maintenance Training Specialists in the development of training curricula,
41 when such work is being performed by the Company.

42
43 5. Maintenance Training Specialists may be assigned by the
44 Company to duties related to; training other company employees, third party

1 training, technical assistance to other departments and/or vendors, and any
2 other general administrative work.

3
4 6. It will not be considered a violation of this agreement for
5 Mechanical and Related employees to conduct OJT under provisions of the
6 Mechanical and Related Personnel Agreement.

7
8 7. The Company reserves the right to contract out any work
9 due to a lack of skills, equipment or facilities.

10
11 (C) In the performance of their duties, employees covered by this
12 Agreement shall be governed by Company rules, regulations and orders
13 issued by properly designated authorities of the Company, providing such
14 rules, regulations and orders are not in conflict with the terms and
15 conditions embodied in this Agreement. The Company will, after the
16 signing of this Agreement, cause to be compiled and issued to each present
17 and all new employees the presently applicable conduct rules and
18 regulations, and no such new rules or regulations will be considered
19 effective until copies have been furnished to the Local Committee and
20 conspicuously posted in the working areas at least fourteen (14) days prior
21 to the effective date. In cases where urgent changes are necessary, the
22 Company will notify the Committee and then such changes may be posted
23 and become effective immediately thereafter.

24
25 (D) Supervisory personnel will perform no work that is covered by this
26 agreement, except in an emergency and for the purposes of instructing the
27 Maintenance Training Specialists.

28
29 (E) The right to hire, promote, discharge or discipline for cause, and to
30 maintain discipline and efficiency of employees is the sole responsibility of
31 the Company. In addition, the equipment to be used and the location of
32 facilities and offices, training course standards, methods of instructions and
33 scheduling of training classes are the sole and exclusive function and
34 responsibility of the Company unless otherwise specified in this Agreement.

35
36 (F) The parties agree to meet to discuss modifications to IAM's
37 collective bargaining agreement to allow IAM represented employees to
38 "buy-back" wage concessions in exchange for productivity.

39
40 In addition, a standing committee of union and Management
41 Members will be established no later than January 11, 2003 with the
42 responsibility of exploring and implementing measures to achieve cost
43 savings by insourcing of work, improving the efficiency of operations and/or
44 by any other methods that create cost savings for US Airways.

ARTICLE 3
STATUS OF AGREEMENT

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

9
10 (B) It is understood and agreed that this Agreement will be binding
11 upon any successors to the present Corporation insofar as it is legally
12 possible. In the event this is not legally possible, the Company and the
13 Union will meet prior to any change and negotiate all possible protection for
14 the employees.

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

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

36
37 (E) The Agreement shall be binding upon the Company and any
38 Successor, defined as a purchaser, assignee or transferee of all or
39 substantially all of the assets or stock of the Company or US Airways
40 Group. Neither the Company nor US Airways Group shall enter into an
41 agreement with a Successor which creates a Successor Transaction unless
42 the Successor agrees, in writing, as a prior condition of the Successorship
43 Transaction, to cause the Company and US Airways Group to continue to be
44 bound by the Agreement, as it may be amended pursuant to the provisions of

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

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

ARTICLE 5
HOURS OF SERVICE

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4 (A) A standard workday shall be, unless otherwise specified herein,
5 eight-and-one-half (8-1/2) consecutive hours, including a one-half (1/2) hour
6 unpaid meal period.
7

8 (B) A work week will consist of five (5) scheduled work days, and two
9 (2) consecutive scheduled days off, except when as a result of employee
10 shift swaps and employees whose scheduled days off are Sunday and
11 Monday.
12

13 (C) For purposes of computing pay the workweek shall begin 00:01
14 hours Monday morning and last through and until 24:00 hours Sunday
15 evening and will include any tour of duty began during this period.
16

17 No overtime will be paid as a result of being scheduled different
18 start times on the Posted Schedule as long as there is at least a seven and
19 one half (7 ½) hour duty free period between scheduled shifts.
20

21 The Company will make every effort to allow an employee
22 required as part of his work assignment to travel during regular work hours.
23

24 (D) Employees will be allowed reasonable breaks as determined by the
25 Company.
26

27 (E) The Company will determine the monthly work schedules in the
28 Posted Work Schedule (including days off, starting times and known travel
29 and work assignments) and post no later than the 1st day of the month
30 preceding the work schedule. Once posted, employees who are schedule for
31 travel assignments will have their itinerary details approved by the Company
32 as described in Article 7.
33

34 Once posted, the Company may change an employee's schedule as
35 follows:
36

- 37 1. Days off with a minimum of five (5) days notice.
- 38
- 39 2. Where the original start time is between 05:30 and 08:30
40 and where the new start time remains between those hours notification is
41 required no later than the end of their regular shift the day before the
42 change.
43

1 3. Start time adjustments not described in (2) above will
2 require notification of three (3) days prior to the change.

3
4 4. Overnight Travel Assignments (Field Service), where the
5 employee was not previously scheduled for overnight field service, will
6 require notification of seven (7) days prior to the change.

7
8 5. Field service may be cancelled at any time.

9
10 6. Work assignments, within their scheduled hours, on a
11 scheduled workday may be changed based on the needs of service.

12
13 7. In cases of sickness or the absence of an employee the
14 company may assign a Specialist to cover the absent employee's posted
15 assignments and the above notification requirements will not apply.

16
17 8. No employee will be required to work more than two (2)
18 different basic shifts in a work week. For the application of this provision,
19 the basic shifts will be defined as follows: 05:00 – 11:59 will be shift 1,
20 12:00 – 17:59 will be shift 2 and 18:00 to 04:59 will be shift 3.

21
22 Minimum notices for schedule changes described above may be
23 waived with mutual agreement of the employee and the Company.

24
25 **(F)** When not otherwise scheduled by the Company in the posted work
26 schedule, employees will have Saturday and Sunday off. When not
27 otherwise scheduled for a specific assignment on a workday as indicated in
28 the posted work schedule, employees will be on "Flex Time". Employees
29 will elect a normal Flex Time shift starting time not earlier than 05:30 AM
30 or later than 08:30 AM on the half-hour or hour. In the event the Company
31 elects to establish permanent schedules with starting times outside of the
32 05:30 AM – 08:30 AM window, including other periods with flexible start
33 times, classification seniority within the bid area will be used in the
34 assignments.

35
36 Employees may request adjustments to Flex Time start times
37 quarterly. Where the Company is unable to honor all Flex Time start time
38 requests, classification seniority within the Bid Area will be used. Approved
39 Flex Time start times will remain in effect unless a change is requested by
40 the employee at the beginning of the quarter and approved by the Company.
41 Any changes required by the Company to posted Flex Times or days off for
42 a work assignment will be in accordance with Paragraph (E) above.

43

1 (G) In the General Bid Area the Company may assign one (1)
2 Specialist per week to Field Service "Relief" to cover unscheduled training
3 requirements that require travel. Employees scheduled as Relief may be
4 assigned other work for which they are qualified when not assigned to
5 travel. When not otherwise scheduled by the Company in the posted work
6 schedule, employees scheduled for Relief will have Saturday and Sunday
7 off. When Relief employees are not assigned to travel such employees will
8 work their normal Flex start time. Changes to Relief employee schedules are
9 not subject to the notification provisions in paragraph (E) above.

10
11 (H) Employees will not be scheduled for more than thirty (30)
12 overnight stays away from their domicile in a calendar quarter. (Excluding
13 any overnight stays as a result of attending training) without agreement of
14 the Specialists.

15
16 (I) Employees will not be scheduled to conduct training for more than
17 three hundred sixty (360) hours in a calendar quarter.

18
19 (J) The Company will make every effort to schedule employees off on
20 New Years day, Thanksgiving Day, the day after Thanksgiving and
21 Christmas Day.

22
23 (K) With Management approval, qualified employees will be permitted
24 to swap shifts and/or days off with other qualified employees. No overtime
25 or paid rest will be due an employee as a result of shift swaps.

26
27 (L) Any employee called to work or permitted to come to work when
28 there is temporarily no work due to an Act of God or circumstances over
29 which the Company has no control, shall receive a minimum of four (4)
30 hours pay at regular hourly rates, unless notified by the Company that there
31 will be no work at the close of the last shift he worked, or sixteen (16) hours
32 before the start of his regular work shift, whichever period is shorter.

33
34 (M) The Company will establish a joint committee of Management and
35 Maintenance Training Specialists Employees to discuss the establishment of
36 a ten (10) or more hour work day. The IAM and AW will appoint the
37 Maintenance Training Specialists to this committee. The committee will
38 convene within thirty (30) days of Operational Employee Integration (OEI)
39 and will continue for a duration of sixty (60) days. The Company and the
40 Union will sign a Letter of Agreement outlining the provisions of the ten
41 (10) or more hour work day where the Company and Union mutually agree.
42

1 The Company may, at its sole discretion, discontinue the use of
2 shifts more than eight (8) hours in any location or bid area within a location,
3 with a sixty (60) day posted notice to the membership.

ARTICLE 6
OVERTIME AND HOLIDAYS

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4 **(A)** The overtime rate is capped at time-and-one-half the base rate of
5 pay. The rate of time and one-half (1 1/2 x), computed on an actual minute
6 basis, adjusted to the nearest tenth (1/10) of an hour, shall be paid for all
7 hours worked in excess of eight (8) hours excluding the thirty (30) minute
8 unpaid meal period in any regular work day. For regular days off there will
9 be a weekly forty (40) hour qualifier which must be satisfied prior to being
10 eligible for time-and-one-half rates on a day off. The forty (40) hour
11 qualifier to be used for eligibility will be the five (5) scheduled work days
12 prior to the employee's first scheduled day off. Hours paid but not worked
13 and shift swaps worked will not count toward the forty (40) hour qualifier
14 except that vacation will count toward the forty (40) hour qualifier. Once the
15 forty (40) hour qualifier has been satisfied, all hours worked excluding the
16 30 minute unpaid meal period on any of the employees regularly scheduled
17 days off each work week will be paid at time-and-one-half rate.
18

19 **(B)** Employees will observe the following holidays each year on the
20 dates established by Federal Law (where applicable) and all employees shall
21 be paid their straight time rate for eight (8) hours: New Year's Day, Good
22 Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
23 the day after Thanksgiving, and Christmas Day except that holiday pay will
24 not apply if the holiday falls on an employee's regularly scheduled day off.
25 Effective January 1, 2010, Martin Luther King Day will be added. (Note:
26 Martin Luther King Day will be a holiday for former West employees in
27 2009.)
28

29 If a holiday falls within an employee's vacation period, that
30 employee will be paid in accordance with the first (1st) sentence of
31 paragraph (B). No holiday pay will be due to an employee on an unpaid
32 leave of absence or on furlough status.
33

34 In addition to the eight (8) hours pay for the holiday, employees
35 who are scheduled to work on a holiday shall be paid at the straight time
36 rate for the first eight (8) hours worked.
37

38 **(C)** An employee who is scheduled to work may, at his option and
39 upon notification to his supervisor, elect to work at the straight time rate on
40 these holidays and receive eight (8) hours compensatory time added to his
41 Compensatory Bank, provided such bank does not exceed one hundred forty
42 (140) hours. Compensatory time off may be taken under the provisions
43 contained in Article 11.
44

1 An employee who is scheduled to work on a Holiday and fails to
2 report due to illness or injury shall not use accrued sick leave. However such
3 absence will be considered an attendance occurrence.
4

5 **(D)** The Company shall make reasonable efforts to distribute overtime
6 to available qualified employees on a fair and equitable basis within the Bid
7 Area prior to offering the overtime to other qualified employees.
8

9 Where an employee has been awarded overtime, and the conditions
10 change, which would no longer necessitate the overtime, such overtime may
11 be cancelled provided the employee is given notice prior to reporting for the
12 overtime. If notice was not received by the employee prior to reporting, the
13 employee will be permitted to work a minimum of four (4) hours at the
14 appropriate rate if he so desires.
15

16 **(E)** If an employee has worked sixteen (16) consecutive hours or more,
17 the Company reserves the right to disqualify him from working any
18 additional overtime for a period of seven (7) hours. At the end of the seven
19 (7) hour rest period he will again be governed by the overtime rules.
20

21 **(F)** Mandatory overtime may occasionally become necessary and will
22 only be used when the Company determines it is essential to meet the needs
23 of service and after all voluntary options have been exhausted. No employee
24 will be required to work mandatory overtime in excess of eight (8) hours in
25 a twenty four (24) period nor will any employee who has worked sixteen
26 (16) or more continuous hours in a twenty four (24) hour period be required
27 to work mandatory overtime.
28

29 **(G)** Overtime periods of more than four (4) hours will include a thirty
30 (30) minute meal period without loss of pay.
31

32 **(H)** Employees shall be given as much advance notice as is practical
33 when overtime is contemplated. When an employee completes his shift and
34 is recalled to work, not in conjunction with his regularly scheduled shift or
35 is called to work on his scheduled day off, he will be offered no less than
36 four (4) hours work at the overtime rate applicable for each call.
37

38 **(I)** Employees who have been required to work sixteen (16) or more
39 consecutive hours as a result of mandatory overtime will be given a rest of at
40 least seven (7) hours before being required to report to work again. In the
41 event this rest period extends into a regular work shift, the employee will be
42 paid for such time lost at regular straight time rates. The Company may
43 disqualify an employee from working any overtime that may result in a paid
44 rest.

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

(K) Employee's, at their option may elect to have any overtime worked converted to compensatory time. Overtime hours will be converted at the applicable rate of pay up to a maximum of one hundred forty (140) hours and subject to a minimum one (1) hour overtime work period. Once an employee reaches one hundred forty (140) hours they shall be paid at the applicable rate for all hours worked.

(L) For Overtime and Holiday pay purposes, the twenty four (24) hour period shall begin with the starting time of the employee's regular shift.

(M) Employees may use accrued Compensatory time in no less than four (4) hour increments, subject to the terms of Article 11 paragraph (E).

(N) Employees bypassed for overtime due to a Company error, will be permitted to work a like period at the rate of pay they would have made if they had worked the original overtime period. This overtime will be worked upon mutual agreement between the employee and the Company within thirty (30) days of the bypass.

ARTICLE 7
TRAVEL AND TRAVEL PAY

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4 (A) Employees required to attend training outside their location on a
5 scheduled workday will receive a minimum of eight (8) hours pay inclusive
6 of travel time. Employees required to attend training outside their location
7 on a scheduled day off will be compensated at the applicable rate for actual
8 classroom hours.

9
10 (B) Employees required to attend or conduct training outside their
11 location on a scheduled work day are compensated for travel by the most
12 direct route at straight time rates including scheduled days off. Travel time
13 includes all required flight time, all required connecting and required
14 waiting time from the conclusion of training, excluding overnights. All
15 travel time outside the Continental United States on a scheduled day off will
16 be paid at the employee's time-and-one-half (1 1/2) rate. Additionally, travel
17 time will begin one (1) hour prior to the scheduled departure time of the
18 flight that originated the trip. Employees, at their option, may elect to have
19 any travel time converted to compensatory time.

20
21 (C) An employee will have his itinerary and work schedule, including
22 all training, known expenses and overtime approved by his supervisor
23 before the commencement of the travel.

24
25 (D) Reasonable and customary expenses associated with travel will be
26 reimbursed per Company policy. Including but not limited to:

27
28 1. Employees required to remain overnight in conjunction
29 with assignment, will be permitted individual hotel accommodations.

30
31 2. When required to remain overnight to attend or conduct
32 training in locations where transportation between the hotel and the training
33 event is not available, the Company will authorize a rental car, taxi or other
34 means of transportation. When rental cars are authorized employees may be
35 required to share the rental car with fellow employees.

36
37 3. When required to remain overnight to conduct training
38 and no meal is available at the hotel and the hotel does not provide shuttle
39 service, rental car or taxi may be authorized provided the rental car/taxi is
40 approved by management prior to the employee's departure from their home
41 station.

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43 4. The Company will issue Positive Space authority for all
44 on-line required business travel.

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(E) Employees will not be required to fly on a single engine aircraft in the performance of their duties.

(F) Airport parking passes may be made available to the Maintenance Training Specialists required to travel. In cases where parking passes are not available, employees will be reimbursed for applicable long term parking expenses incurred.

(G) No employee will be required to travel and/or conduct training classes outside the US Airways system unless the Company and the employee reach a mutual agreement on all issues related to the assignment, excluding base rate of pay.

(H) Prior to the commencement of travel, employees may request a cash advance of up to fifty dollars (\$50.00) for domestic travel or seventy-five dollars (\$75.00) for International travel per day for a field service or training assignment that involves an overnight stay.

(I) If for any reason the employee on a training assignment away from his base is released by an authorized agent of the Company for a period of eight (8) consecutive hours or more, he shall not be paid for the time released, but in no event shall the employee receive less than eight (8) hours pay during any twenty-four (24) hour period while away from his base station.

(J) The Company will reimburse Training Specialists for the cost of passports, passport renewal, passport photos, visas and inoculations where Training Specialists are required to have these as part of their job assignment.

ARTICLE 8
SENIORITY

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4 (A) Maintenance Training Specialist classification seniority shall
5 commence with the date the employee enters into the classification.
6 Classification seniority shall govern in the case of displacement, filling
7 bargaining unit vacancies, bidding shifts and days off within the bid area,
8 reductions in force and recalling after a layoff. If two or more employees
9 have the same classification seniority, the employee with the earlier
10 company date of hire seniority shall be senior. If two or more employees
11 have the same classification seniority and company date of hire seniority,
12 the employee with the highest last four (4) digits of his social security
13 account number shall be senior.
14

15 (B) Seniority for pay purposes, Pay Date Seniority, shall commence
16 with the date of entry into the Specialists Classification. Seniority for pay
17 purposes shall be adjusted for:

- 18
19 1. All time lost due to an unpaid leave.
20
21 2. All furloughs extending beyond ninety (90) days.
22
23 3. All unpaid suspensions extending beyond thirty (30) days.
24

25 (C) Company Date of Hire Seniority shall govern for vacation accrual,
26 on-line non-revenue space available travel, and service awards.
27

28 (D) An employee shall lose all seniority and be removed from the
29 seniority list when:

- 30
31 1. He quits, resigns or retires.
32
33 2. He is discharged for just cause.
34
35 3. He does not inform the Company, within fifteen (15) days
36 after receipt of the notice of recall, of his intent to return to work, or the
37 employee fails to report to work within fifteen (15) days of receipt of the
38 notice of recall.
39
40 4. He fails to return from a leave of absence within the
41 scheduled period.
42
43 5. His recall rights expire.
44

1 6. Otherwise provided for in this Agreement.
2

3 **(E)** All recall notices sent to furloughed employees will be delivered
4 via certified mail, return receipt requested to the employee at the last
5 address filed by the employee with the company. Employees who are laid
6 off shall continue to accrue classification seniority and maintain recall for
7 five (5) years from date of lay-off. Employees who refuse recall to the
8 location from which they were laid off from, will have their names removed
9 from the seniority roster and shall be deemed to have resigned.

10
11 **(F)** The Company shall post a seniority list by the last day of January
12 of each year and employees or the Union may protest any omission or error
13 affecting any employee's seniority within thirty (30) days of the current
14 posting. Any employee on leave at the time of posting will have a period of
15 fifteen (15) days from his date of return to service to file a protest.

16
17 **(G)** In the event of the geographical relocation in whole or in part of any
18 of the work performed by employees covered by this Agreement, the
19 employees affected will be given an opportunity to transfer to the new
20 location. Affected employees transferring to the new location will be provided
21 settling expenses and the movement of household effects provided for under
22 corporate policy, section B-7, non management relocation and housing
23 assistance dated February 27, 1998. Employees so transferred shall suffer no
24 loss of seniority or pay, nor any reduction in classification or hourly rate.

25
26 **(H)** When it becomes necessary to reduce the working force at any
27 location, seniority as per paragraph (A) above will govern. Fourteen (14)
28 calendar days notice will be given employees affected before any normal
29 reduction is made and a list of those to be laid off will be furnished to the
30 Local Chairman and General Chairman prior to notifying the employees
31 affected. Notwithstanding the above, where there is temporarily no work
32 because of work stoppage or strikes by employees of the Company, and it
33 becomes necessary to reduce the working force at any location, the Company
34 retains the right to lay off employees with twenty-four (24) hours notice or
35 eight (8) hours pay.

36
37 **(I)** Employees laid off in a reduction in force or displaced by senior
38 employees may fill any available vacancy on the system or exercise their
39 seniority as follows:

- 40
41 • Displace the junior employee at the location, if unable,
42
43 • Displace the junior employee at any location within their classification
44 or accept furlough.

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Such rights must be exercised within five (5) working days after receipt of reduction or displacement notice and employees will be subject to a 12 month stability period. Employees in a stability period will be eligible to compete for any vacancies that become available at the station they were bumped from.

(J) New employees shall be regarded as probationary employees for one hundred twenty (120) work days of 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. If retained in service after the probation period, the names of such employees shall be placed on the seniority list under the provisions contained in the agreement. During probation, the company will set the employees work schedule. Probationary employees are not eligible for vacation, or sick leave accrual until completion of the probationary period, at which time vacation and sick leave accrual will be retroactive.

(K) An employee who accepts a first level Management position or below within the Maintenance Department shall retain all accrued seniority under this agreement and will continue to accrue seniority for pay purposes only as a Maintenance Training Specialist. These employees may return to a covered position under this agreement in the case of a reduction in force, demotion, failure to pass probation or should the employee decide to return to a covered position by filling any vacancy or by displacing the junior employee on the system.

(L) Employees may upgrade temporarily to a first level management position within the Maintenance Training Department, for a maximum of sixty (60) workdays in any calendar year without any loss of seniority.

(M) Employees, injured in the service of the Company and are unable to perform their normal work assignments, will be permitted to work in a limited duty status for up to a maximum two hundred sixty (260) workdays during their career. An occupational injured employee is required to accept a limited duty position provided he is qualified and the duties of the position do not exceed the restrictions provided by the employee's physician. The Company may assign a limited duty employee any work for which he is qualified.

ARTICLE 9
FILLING VACANCIES

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4 (A) Maintenance Training Specialists positions which the company
5 decides to fill will be awarded in the following order:
6

7 1. The senior Maintenance Training Specialist within the
8 location, including those with recall to that location, who meets the
9 minimum qualifications and who is not in a stability period.
10

11 2. The senior Maintenance Training Specialist from outside
12 the location, who meets the minimum qualifications, and who is not in a
13 stability period.
14

15 3. The senior Maintenance Training Specialists who meets
16 minimum qualifications and who has completed at least fifteen (15) months
17 of his stability period. The stability period may be waived for a vacancy in
18 a new bid area.
19

20 4. A new employee.
21

22 (B) The minimum qualifications which may be used in the filling of
23 vacancies within Bid Areas are as follows:
24

25 1. Line Maintenance Bid Areas: valid A and P License, three
26 years (3) experience performing aircraft maintenance on commercial aircraft
27 or the military equivalent. Line Maintenance will consist of two bid areas
28 (Airbus and Boeing).
29

30 2. Avionics Maintenance Bid Area: valid A and P License,
31 three (3) years experience performing avionics maintenance on commercial
32 aircraft or the military equivalent.
33

34 3. Base Maintenance Bid Area: valid A and P License,
35 structural repairs or aircraft maintenance on commercial aircraft or the
36 military equivalent.
37

38 4. General Bid Area: valid A and P License, three years (3)
39 experience performing aircraft maintenance on commercial aircraft or the
40 military equivalent.
41

42 (C) Employees will be in a stability period of thirty (30) months of
43 active employment from the date awarded a bid to another location and/or

1 bid area. Employees in stability periods may only bid according to Section
2 A, item 3, of this Article.

3
4 **(D)** Employees who transfer to a new bid area on a local or system bid
5 will have a probationary period of sixty (60) active workdays. Employee
6 failing to demonstrate the adequate skills during probation will be returned
7 to their former bid area and location provided they are senior to the junior
8 employee in that bid area. If the employee does not have sufficient seniority
9 to return to his former location and bid area, he will be placed in an unfilled
10 vacancy at his former location. If there are no unfilled vacancies he will be
11 reassigned by the company to a position for which he is qualified in his
12 former location. Employees failing to pass probation will not be permitted to
13 bid another position for a period of six (6) months from the date of their
14 return.

15
16 **(E)** Each Location will maintain a local Bid preference file. Employees
17 desiring a change to a different bid area within the location must have a bid
18 on file prior to the time of the award. Vacancies, which the company decides
19 to fill, will first be filled by utilizing the local bid preference file. Vacancies
20 not filled by the local bid preference process and new Bid Area vacancies
21 will be filled as described in paragraph (F) below. Employees will be
22 required to accept a bid that is awarded.

23
24 **(F)** System Vacancies will be posted to all employees via E-Mail on
25 Mondays and will remain posted for ten (10) days before it is closed after
26 which, the Company will award the vacancy as described in paragraph A
27 and B above. Employees may submit a bid for this vacancy to the Manager
28 of Maintenance Training or his designee any time prior to the closing date,
29 with a copy to the Local Union Committee. Employees who refuse a system
30 bid award will not be eligible for any system bids for a period of six (6)
31 months.

32
33 **(G)** Employees awarded a system bid, may be scheduled to report for
34 work at the new location no earlier than five (5) days, but no later than
35 fourteen (14) calendar days after notification of the award as determined by
36 the Company. Reasonable time off, up to three (3) work days for relocation
37 purposes may be requested by the employee and will be granted where
38 appropriate as unpaid, however the employee may use accrued COMP or
39 DAT days in lieu of being unpaid. Employees relocating under these
40 provisions are responsible for all of their relocation expenses.

41
42 **(H)** Training that is common to multiple types of aircraft may be assigned
43 to any bid area. (i.e. winterization, taxi and run up, etc.)
44

1 (I) The Company agrees to have the minimum Bid Areas as described
2 in paragraph B above within the Maintenance Training System. The
3 company has the right to establish and/or delete additional bid areas based
4 on needs of service provided the company maintains the bid areas described
5 in paragraph (B) above within the system. It is understood that each location
6 is not required to have and/or maintain each of these Bid Areas.
7

8 (J) When the Company determines, based on the needs of service, that
9 a reduction of employees in a Bid Area at the location is needed and there is
10 an equal number of positions required in another Bid Area at that location,
11 the Company may reallocate the manpower utilizing a local realignment. In
12 the event of a local realignment volunteers in the bid area with the overage
13 will be moved in seniority order to the open positions. In the event there are
14 insufficient volunteers, junior employees in the bid area with the overage
15 will be moved.
16

17 (K) Locations with five (5) or fewer Maintenance Training Specialists
18 may be considered a single Bid Area and be assigned any maintenance training
19 duties.
20

21 At Locations with more than five (5) Maintenance Training
22 Specialist, the company will make every effort to assign specialist work that
23 falls within their bid area. However, the company reserves the right to assign
24 specialist other work for which they are qualified based on the needs of
25 service.
26

27 (L) If a Mechanic and Related employee is hired as a Maintenance
28 Training Specialist, such employee will be placed on the pay step of the
29 Maintenance Training Specialist pay scale closest to, but not lower than
30 their existing base rate of pay. This provision only applies to Pay and not
31 classification seniority as a Maintenance Training Specialist.

32 (M) The Company may hire a new Employee(s) at a pay scale step
33 above the beginning step provided there is not a more senior Employee who
34 is paid less than such new Employee(s). The Company retains the right to
35 pay the wage rates stated in the pay scale to Employees hired subsequent to
36 any Employee(s) hired and paid at a rate above the beginning step.
37

ARTICLE 10
LEAVES OF ABSENCE

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4 (A) When the requirements of the service will permit, any employee
5 may be granted a leave of absence for a period not to exceed ninety (90)
6 days and with Company approval may be extended for additional periods
7 not to exceed ninety (90) days. The employee shall retain and continue to
8 accrue seniority during any leave of absence. Request for a leave of absence
9 shall be submitted to the Company in writing and return approval shall be in
10 writing.

11
12 (B) Employees accepting full time employment with the Union shall,
13 during such employment, be granted an indefinite leave of absence by the
14 Company. Such leave will not affect the seniority status of the employee.
15 The employee selected as System General Chairman shall have all employee
16 benefits, continue in effect during his leave of absence.

17
18 (C) Any employee who has exhausted all sick leave, and continues to
19 be absent due to sickness or non-occupational injury, must apply for a
20 medical leave of absence on the standard leave of absence form, and must
21 present proper medical documentation detailing reason(s), physical
22 limitations, time limits, etc.

23
24 An employee granted an indefinite medical leave which does not
25 detail time limits shall at the end of the first ninety (90) day period and
26 thereafter reconfirm his sickness or physical disability provided he is able.

27
28 (D) An employee applying for an educational leave of absence must
29 specify the entire period of time he plans to remain on such leave in order to
30 obtain the desired education and, if the leave is granted, any return prior to
31 the specified time requested shall be to a vacancy filled per Article (9). An
32 employee granted an educational leave of absence shall continue to accrue
33 seniority during the first ninety (90) days of such leave. For educational
34 leaves in excess of ninety (90) days, the employee shall retain but shall not
35 accrue seniority. An employee granted an educational leave of absence shall
36 advise the Company and the Union ten (10) days in advance of his intention
37 to return.

38
39 (E) An employee returning from an authorized leave of absence, or
40 extension thereof, will be returned to the bid-area and shift held when the
41 leave was granted. If the job no longer exists, or has been filled by another
42 employee, he shall:
43

1 1. Displace any junior employee in the location in a position
2 for which he is qualified.

3
4 2. If not qualified for any positions at that location, he may
5 displace the junior employee in the location.

6
7 3. If the returning employee's seniority does not allow him
8 to hold his location, he may displace any junior employee in the system.

9
10
11 **(F)** Any employee who engages in gainful employment, while on a
12 leave of absence, without written permission from the Company, shall be
13 deemed to have resigned and his name stricken from the seniority roster.

14
15 **(G)** Employees will receive a maximum of ten (10) paid working days off
16 within a fourteen (14) calendar day period in a calendar year for reservist
17 summer camp training that will not count against the employee's vacation. The
18 Company will pay the employee the difference between his regular pay,
19 excluding shift premium, and the amount received from the military.
20 Employees will be required to provide the Company with a copy of their
21 reserve training orders and will be required to submit to the Company proof of
22 the amount of pay received from the military within seven (7) days after the
23 employee returns. This amount (excluding expenses) will be deducted from the
24 employee's next paycheck. The Company will comply with applicable
25 Federal laws governing the reemployment rights of veterans returning from
26 military leave.

27
28 **(H)** Any employee elected or appointed to a full-time governmental
29 office (i.e., Federal, State, Local) will be granted a political leave of absence
30 not to exceed the term of office, or subsequent reelection or reappointment.
31 The application for a political leave must be made in writing to the
32 Company, with a copy to the Union. An employee granted a political leave
33 will retain and accrue classification seniority for the period of the leave,
34 however, no other Company benefits or privileges will be granted or
35 accrued, nor will time on political leave constitute continuous service for
36 pension plan benefits. Employees granted a political leave must give thirty
37 (30) days notice of intent to return.

38
39 **(I)** An employee may request a one time payment for all or part of his
40 accrued vacation / comp time while on an unpaid leave of absence. However
41 such payment will not effect the employee's leave status.

42
43 **(J)** Bereavement leave will consist of three (3) workdays off with pay
44 for death in an employee's immediate family will be extended to the

1 employees covered by this Agreement. Immediate family includes mother or
2 stepmother (one only), father or stepfather (one only), spouse, employee's
3 grandmother, employee's grandfather, employee's grandchild, sister,
4 brother, daughter, son, mother-in-law, father-in-law, and legal dependents
5 residing in the employee's household.
6

7 **(K)** An employee who is required to serve jury duty shall notify his
8 Supervisor immediately by giving the Supervisor a copy of the court notice,
9 which will be sent to the Payroll Department. The employee will continue
10 to receive his regular straight time pay with premiums while serving on jury
11 duty, if he follows the procedures set forth below:
12

13 1. He submits proof to his Supervisor of the amount of jury
14 duty pay he received within seven (7) days after his return from jury duty.
15 This amount, excluding expenses, is then deducted from his next scheduled
16 paycheck.
17

18 2. He will receive the difference between his regular straight
19 time pay with premiums and the amount he receives from jury duty.
20

21 3. If the employee is released from jury duty within two (2)
22 hours of reporting for such duty and his scheduled workday has not ended,
23 he is required to report to work.
24

ARTICLE 11
VACATION WITH PAY

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4 **(A)** Employees hereunder shall become entitled to and receive
5 vacations in accordance with the following:
6

7 1. During the employee's first calendar year of service, he
8 earns one (1) vacation day for each full calendar month of employment up to
9 a maximum of ten (10) vacation days (no days are earned in June or
10 October).
11

12 In the first month of hire, vacation credit will be given if
13 hired on or before the fifteenth (15th) of that month. Probationary
14 employees are not eligible for vacation period credit or accrual until
15 completion of their probationary period, at which time accrual will be
16 retroactive.
17

18 2. Effective January 1, 2009, vacation allowances are as
19 follows:
20

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

21
22 **(B)** Employees will be required to bid and take a minimum of two (2)
23 weeks vacation annually. Any unused vacation days will be paid to the
24 employee during the first quarter of the following year (except as provided
25 for in paragraph J below). These days will be paid at the rate of pay on
26 December 31st of the calendar year, in which they were earned.
27

28 **(C)** Vacations will be taken in the year earned. Employee's vacation
29 accruals in the current year may be taken in advance of time earned.
30 Vacation accruals will be earned from employees' date of hire. Employees,
31 who have a negative vacation balance at the end of the year (except as
32 provided for in paragraph I below) or upon their separation from the
33 company for any reason, will be required to repay the days through payroll
34 deduction.
35

36 **(D)** Vacation pay is computed at the employee's regular rate of pay,
37 excluding shift premiums.
38

1 (E) Employees who have satisfied the provisions of paragraph (B)
2 above may use any additional vacation time as day at a time vacation
3 (DAT). Employees will be permitted to use DAT / Comp time provided they
4 submit a request to the company in writing on the appropriate form no more
5 than thirty (30) days prior to the day off requested. The company will award
6 DAT/COMP requests subject to the training requirements no earlier than ten
7 (10) days prior to the day off. DAT/Comp awards will be made to the senior
8 employee with a request on file at the time of award. Once awarded
9 Vacation/DAT/Comp time will not be rescinded without mutual agreement
10 of the company and the employee. The company may consider granting any
11 requests with less than ten (10) days notice based on training requirements.
12

13 (F) Vacation request for the following year must be requested in
14 writing and submitted no later than October 15. Vacation requests will be
15 awarded by classification seniority in full week increments on a single round
16 basis contiguous with the employees scheduled days off unless the employee
17 and the company agree otherwise. The company will grant Vacation
18 requests for thirty three and a third percent (33.3%) of the employees in
19 each bid area with a minimum of one (1) using standard rounding for each
20 week. Vacation requests, which exceed the thirty three and a third percent
21 (33.3%) minimum, will be approved as outlined in the paragraph below.
22

23 The company may award Vacation requests above the minimum, or
24 requests submitted after October 15 providing the training requirements can
25 be met, as determined by Local Management.
26

27 (G) Any unused accrued vacation or compensatory time will be paid at
28 the employee's then current rate of pay, upon separation from the Company
29 for any reason. In case of the death of an employee, the amount due shall be
30 paid to his legal heir or representative.
31

32 (H) Employees must be in active pay status for ten (10) or more work
33 days in a month in order to accrue vacation for the month. Employees who
34 are receiving severance/furlough allowance will not be considered in an
35 active pay status.
36

37 (I) Employees with a negative vacation balance who used vacation and
38 subsequently failed to accrue sufficient vacation as a result of being in an
39 unpaid Medical or Occupational Injury Leave status, may have their next
40 years vacation allotment reduced accordingly or repay the company for the
41 negative vacation through payroll deduction. Employees who have bid more
42 vacation than they will accrue will be required to cancel bid vacation time
43 accordingly.
44

1 **(J)** Bid Vacation periods may not be cancelled unless another vacation
2 period can be simultaneously awarded.

3

4 **(K)** With management's approval, subject to the needs of service,
5 trading or canceling of vacation periods is permitted.

6

ARTICLE 12
SICK LEAVE

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4 (A) Employees who have satisfactorily completed their probationary
5 period shall be credited with sick leave accrual for each full month of active
6 service retroactive to their date of entry into the department. Employees
7 currently on the seniority roster as of the effective date of this agreement
8 shall have their current accrual carried forward. Total accumulative sick
9 leave credit shall not exceed one hundred fifty (150) days. Employees who
10 have a sick leave balance on the effective date of this agreement greater than
11 150 days will retain that balance but will not accrue any more until the
12 employee drops below the 150 day point.
13

14 Sick leave will be accrued at the rate of four (4) hours for each
15 month of active service except no sick leave credit is accrued during the
16 months of June and October. Sick leave pay will be at the employee's
17 regular rate of pay, excluding shift premiums and can only be used for
18 personal illness or injury off the job or as provided for in paragraph (B)
19 below.

20 Increase monthly sick accrual hours as follows:

21 Effective January 1, 2010, accrue 4.8 hours each month of active
22 service, maximum yearly accrual of 6 sick days.

23 Effective January 1, 2011, accrue 5.6 hours each month of active
24 service, maximum yearly accrual of 7 sick days.

25 Effective January 1, 2012, accrue 6.4 hours each month of active
26 service, maximum yearly accrual of 8 sick days.
27

28 (B) Employees on sick leave shall receive their sick leave
29 compensation for the time accrued to their personal sick leave credit on the
30 regular established pay days. Employees shall be paid beginning with and
31 including the first (1st) day of any illness provided they have sick leave
32 remaining in their bank. Employees must be in active pay status for ten (10)
33 or more work days in a month in order to accrue sick leave for the month.
34

35 (C) Non active employees must have been in an active pay status for
36 ten (10) or more work days in a month in order to be paid for holidays that
37 fall during the month. The maximum period of time an employee can
38 receive holiday pay under these provisions is one (1) year.
39

40 (D) It is the responsibility of the employee absent from work because
41 of illness or injury to immediately report such absence and reasons therefore
42 to his immediate Supervisor or designee as far in advance as possible.
43 Failure to give such notification at least one (1) hour prior to the start of his

1 shift will make the employee ineligible for sick pay and may subject the
2 employee to departmental attendance control provisions.
3

4 **(E)** The Employees and the union recognize their obligations of being
5 truthful and honest in preventing unnecessary absences or other abuses of
6 sick leave privileges. Employees may be required to present confirmation of
7 illness and the company reserves the right to require, when in doubt of a
8 bona fide claim a physician's certificate to confirm such sick claim. Abuse
9 of sick or OJI leave will subject the employee to disciplinary action up to
10 and including termination.

11
12 **(F)** Engaging in gainful employment while on sick or OJI leave without
13 written consent from the company will be considered to be abuse of sick or
14 OJI leave.

15
16 **(G)** Sick balances will be maintained while the employee is on furlough
17 and/or an authorized leave of absence.

18
19 **(H)** Employees will be required to exhaust all accrued sick leave for
20 personal injury or illness prior to being placed on an unpaid leave status.

21
22 **(I)** Employees are required to exhaust all paid leave, including
23 vacation prior to being placed on unpaid leave for approved non OJI
24 approved FMLA and/or any unpaid Medical Leave. Employees may not use
25 sick leave to supplement OJI but may use vacation for FMLA OJI and may
26 use vacation for non FMLA OJI.

ARTICLE 14
GRIEVANCE PROCEDURE

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4 (A) The Union will be represented by properly designated
5 committeemen in each location. Committeemen shall be allowed whatever
6 time is required for authorized Union business during working hours,
7 consistent with the needs of the service and shall be compensated for such
8 time at their straight time rate. "authorized Union business" is that relating
9 to the investigation of grievances, disputes, disciplinary action hearings, and
10 grievance meetings with officials of the Company. In the conduct of such
11 authorized Union business, the committeemen shall notify their supervisor
12 of their desire to leave their work place, the reason therefor, and shall notify
13 their supervisor of their return. When it is necessary for committeemen to
14 enter a department other than their own, they shall report immediately to the
15 supervisor of that department stating the nature of their business.
16

17 It is understood that officials of either party having responsibility
18 under this procedure may delegate those responsibilities to another
19 authorized representative. The Union and Company will, at all times, keep
20 the other party advised through written notice of any change in authorized
21 representatives.
22

23 The General Chairman, Assistant General Chairman, or other
24 accredited representatives of the Union shall be permitted at anytime to
25 enter shops or facilities of the Company for the purpose of investigating
26 grievances and disputes after contacting the Company representatives in
27 charge and advising the purpose of their visit.
28

29 (B) For the presentation and adjustment of disputes or grievances that
30 may arise, the procedure will be as follows:
31

32 **Oral Step** - Any employee or group of employees who believe he
33 has been unjustly dealt with or that any provisions of this Agreement have
34 not been properly applied or interpreted, may orally present his grievance to
35 their immediate Supervisor/Manager with the steward or committeeman
36 present within five (5) days of the occurrence that leads to the grievance.
37 The Supervisor/Manager shall give an oral decision to the
38 Steward/Committeeman within forty eight (48) hours after the discussion.
39 Oral step decisions are non-precedential.
40

41 **Step Two** - If the employee is not satisfied with the verbal
42 decision of the employee's immediate Supervisor/Manager, then the matter,
43 through the local committee, must be reduced to writing on a standard
44 grievance form and given to his department Director/Manager within five

1 (5) days of the verbal decision. The department Director/Manager will
2 render a decision in writing to the employee within ten (10) days of receipt
3 of the grievance, and a copy of the decision will be provided to the
4 accredited representative of the Union. Step Two (2) decisions are non-
5 precedential.

6
7 **Step Three** - If no satisfactory adjustment is reached in Step Two
8 (2), or the special hearing per paragraph (D) of this article, the decision may
9 be appealed with or through the Assistant General Chairman or his designee
10 within fourteen (14) days of the receipt of the decision to the Vice
11 President- Labor Relations, or his designee. The Vice President- Labor
12 Relations, or his designee, shall schedule meetings consistent with the
13 availability of the Assistant General Chairman on a frequency that will
14 assure timely resolution or disposition of the grievances. The Vice
15 President- Labor Relations or his designee shall render a decision in writing
16 in the space provided for it on the standard official grievance form as soon
17 as possible but not later than thirty (30) days following the date of the step
18 three (3) meeting.

19
20 **Step Four - System Board of Arbitration** - If no satisfactory
21 adjustment is reached in the previous Step, the decision may be appealed to
22 the system board of arbitration by presenting it through the Assistant
23 General Chairman. The written appeal must be submitted by the Assistant
24 General Chairman to the Vice President- Labor Relations or his designee
25 within thirty (30) days of the receipt of the Step Three (3) decision.

26
27 (C) No employee who has been in the service of the Company for more
28 than one hundred twenty (120) work days will be disciplined, suspended or
29 discharged without being advised in writing of the charge(s) preferred
30 against him leading to such action. Such notice shall be presented to the
31 employee not later than fourteen (14) days from the time the Maintenance
32 Training Department learns or reasonably should have learned of the facts
33 on which such charges are based, with a copy to the Local Committee and
34 Assistant General Chairman.

35
36 (D) In cases of suspension or discharge, employees will be granted a
37 special hearing as described below, provided a request is made in writing to
38 the Director/Manager within ten (10) days from the suspension or discharge.

39
40 The hearing will be scheduled within ten (10) days of the
41 Director's/Manager's receipt of the grievance. The Director / Manager will
42 render a decision in writing to the employee within ten (10) days of the
43 hearing, and a copy of the decision will be provided to the accredited

1 representative of the Union, and thereafter steps three (3) and above will
2 apply.

3
4 **(E)** The hearing officer of any suspension or discharge case shall have
5 the authority to grant relief including back pay, seniority and record
6 correction appropriate to cases where it is decided to reduce or eliminate
7 disciplinary penalties determined to be unwarranted.

8
9 **(F)** Time Limits-

10
11 1. The time limits set fourth in this article may only be
12 waived by mutual, written agreement of the parties.

13
14 2. Failure of the company to answer grievance within the
15 prescribed limits at any step automatically moves such grievance to the next
16 level of the grievance procedure.

17
18 3. Failure of the employee or his Union representatives to
19 comply with any of the prescribed time limits will withdraw any such
20 grievances from further consideration.

21
22 **(G)** Probationary employees may be disciplined or discharged at the
23 company's discretion and no probationary employee shall have the right to
24 grieve any disciplinary action of the company.

25
26 **(H)** All hearings and investigations will be conducted during regular
27 day shift working hours and committee members and necessary employee
28 witnesses shall receive straight time rates while handling grievances or
29 attending investigations.

30
31 **(I)** No employee selected as a committeeman or officer of the Union
32 will be discriminated against for lawful activity on behalf of the Union.

ARTICLE 15
SYSTEM BOARD OF ARBITRATION

1
2
3
4 **(A)** In compliance with Section 204, Title 2 of the Railway Labor Act,
5 as amended, there is hereby established a System Board of Arbitration (the
6 Board) for the purpose of adjusting and deciding disputes or grievances
7 which may arise under the terms of this Agreement, and which are properly
8 submitted to it after exhausting the procedure for settling disputes as set
9 forth under Article 14. However, by mutual agreement, any cases properly
10 referable to the Board may be submitted to it in the first instance.

11
12 **(B)** The Board shall consist of three (3) members; one (1) selected by
13 the Company, one (1) selected by the Union and one (1) selected for each
14 dispute from a panel of ten (10) Arbitrators as established in the Mechanical
15 and Related Personnel Agreement.

16
17 **(C)** The Board will meet where the main operating bases of US
18 Airways are maintained, unless otherwise mutually agreed between the
19 parties.

20
21 **(D)** The Board shall have jurisdiction over disputes between any
22 employee covered by this Agreement and the Company, growing out of
23 grievances or out of interpretation or application of any of the terms of this
24 Agreement. The jurisdiction of the Board shall not extend to proposed
25 changes in hours of employment, basic rates of compensation or working
26 conditions covered by this Agreement or any of its amendments.

27
28 **(E)** The Board shall consider any dispute within the Board's
29 jurisdiction submitted to it by the Union's District 142 General Chairman or
30 Assistant General Chairman or by the Company's Chief Operating Officer,
31 or his authorized representative, when such dispute has not been previously
32 settled in accordance with the terms of this Agreement.

33
34 **(F)** An employee covered by this Agreement may be represented at
35 Board hearings by a person(s) designated by him and the Company may be
36 represented by a person(s) designated by it. Evidence may be presented
37 both orally and in writing. Individual members of the Board may summon
38 any witnesses who are employed by the Company and who may be deemed
39 necessary by the parties to the dispute.

40
41 **(G)** The decision of the Board shall be rendered within thirty (30) days
42 after the close of the hearing. A majority vote of the members of the Board
43 shall be necessary to make a decision. The decisions will be final and
44 binding upon the Company, the Union and the grievant(s).

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(H) The time limits specified in this Article may be extended by mutual agreement between the parties to this Agreement.

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

(J) The Board shall maintain a complete record of all matters submitted to it for consideration and of all findings and decisions made by it.

(K) Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by them. The designated Company member and Union member, acting jointly, shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the Board, and such expenses including the cost of the Neutral shall be borne one-half (1/2) by each of the parties.

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

(M) Company and Union members will be granted necessary leaves of absence for the performance of their duties. Board members shall be furnished free round trip transportation over the Company system so far as space is available for the purpose of attending meetings of the Board, to the extent permitted by law.

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

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ARTICLE 16
SAFETY AND HEALTH

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

The Company agrees to furnish good drinking water and sanitary fountains and/or dispensers will be provided. The washrooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions. Classrooms, offices and washrooms will be lighted, ventilated, heated and air conditioned in the best manner possible, consistent with the sources of heat, air conditioning, ventilation and light available.

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

A Safety Committee will be established at each location where employees are based. Such Committee shall be comprised of one (1) Company and one (1) Union representative. The Safety Committee shall meet when necessary to resolve any safety issues.

Reasonable time without loss of pay will be allowed Union members of the local Safety Committee to investigate and handle safety complaints related to their location. Union Safety Committee members will receive authorization from their immediate supervisors for necessary time to handle such matters and will return to their work places promptly following conclusion of safety related activities.

Union members of the Safety Committee will function in an advisory capacity and will be informed of all lost time accidents.

(C) The Company will furnish protective apparel, equipment and devices as required to perform the work.

(D) Employees injured while at work shall be given medical attention at the earliest possible moment, and employees shall be permitted to return to work without signing any release of liability pending the disposition of settlement of any claims for damage or compensation. Such injured employees who are able to work will be allowed to obtain medical attention without loss of time. It is the responsibility of the injured employee to

1 report an injury to his immediate supervisor during the work period in which
2 the injury occurred, if physically possible.

3

4 **(E)** The Company will provide noise abatement earmuffs to employees
5 who work in areas where they are required. Each employee who desires
6 noise abatement earmuffs must request same in writing.

7

8 **(F)** The Company will provide rain gear when properly requested to
9 employees covered under this agreement and will replace any item deemed
10 to be unserviceable at no cost to the employee.

11

12 **(G)** Employees shall not be required to wear neckties when working in
13 the vicinity of aircraft or equipment.

ARTICLE 17
GENERAL, MISCELLANEOUS AND TRAINING

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2
3
4 (A) Service records shall be maintained for all employees by the
5 Company. An employee and his Union representative will be granted access to
6 review the employees personnel file upon request by the employee. In
7 discharge cases or upon request at the time of resignation the employee will be
8 furnished with a copy of same.

9
10 Any disciplinary letters issued to employees covered by this
11 Agreement shall not remain in their personnel record for a period of more than
12 one (1) year.

13
14 (B) When the Maintenance Training Department is required by the
15 Company to conduct training on new equipment or technology, the Company
16 will schedule required employees for necessary training, as determined by the
17 Company, related to the new equipment or technology prior to assigning such
18 employee to deliver the training.

19
20 (C) Employees hereunder will be provided a lightweight jacket and
21 where required a parka at no cost to the employee.

22
23 (D) Articles of clothing not provided by the Company which are
24 damaged in the performance of their work will be repaired or replaced by the
25 company at no cost to the employee.

26
27 (E) A place shall be provided inside of each Maintenance Training
28 facility marked "International Association of Machinists" where Union notices
29 of interest to the employees may be posted. However, no political circulars,
30 propaganda or advertisements will be placed on these bulletin boards.

31
32 (F) The Company shall provide each employee covered by this
33 Agreement with a copy of the Agreement printed in an adequately bound
34 booklet.

35
36 (G) It is understood that where employees covered under this agreement
37 are subject to any benefits under the Corporate Policy, (not specified under
38 this agreement), such benefits shall continue under the Corporate Policy. Any
39 revisions or changes made by the company to the policy will apply to
40 employees covered under this agreement, provided such revisions or changes
41 are consistent across the US Airways System for all employees covered under
42 the Policy.

43

1 **(H)** The Company will make every reasonable effort to provide necessary
2 shipping containers and transportation for all materials and equipment required
3 for instruction of any class. While it is not the intent of the company to require
4 an employee to personally transport these items, in the event that
5 circumstances require an employee to transport these items, he will be
6 reimbursed for any reasonable expenses incurred.

7
8 **(I)** The Company will provide employees reasonable preparatory time
9 for the study of subject material prior to instructing the material for the first
10 time.

ARTICLE 18
WAGE RATES

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3
4 (A) The rates of pay are set out in Schedule A in Paragraph H below.
5
6 (B) Employees shall be paid all earnings for that pay period during
7 their regular working hours, bi-weekly on Friday, unless otherwise provided
8 by applicable State laws.
9
10 (C) Paychecks will include a statement of all wages and deductions
11 made for that pay period.
12
13 (D) In the event a payday falls on a legal Federal holiday, employees
14 will be paid on the day preceding such legal holiday.
15
16 (E) Employees will be permitted direct deposit of pay to financial
17 institutions able to accept deposit through the Automated Clearing House
18 (ACH) system.
19
20 (F) When there is a shortage of one day of pay or more due an
21 employee, the Company shall issue a supplementary payroll check to cover
22 the shortage as soon as reasonably possible and within seventy-two (72)
23 hours after it is determined what is due.
24
25 (G) Pay rates will be based upon the years of service an employee has
26 in the department.
27
28 (H) **SCHEDULE A - Rates of Pay**

Pay Progression	05/05/08	01/01/2010	01/01/2011
Start	\$22.32	\$22.99	\$23.68
2 nd Year	\$23.63	\$24.33	\$25.06
3 rd Year	\$25.00	\$25.75	\$26.52
4 th Year	\$26.45	\$27.24	\$28.06
5 th Year	\$27.99	\$28.83	\$29.70
6 th Year	\$29.63	\$30.52	\$31.44
7 th Year	\$31.35	\$32.29	\$33.26
8+ Years	\$33.18	\$34.18	\$35.20

30

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

4 It is hereby agreed that there will be established a Union Shop
5 under the Basic Agreement as follows:
6

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

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

32 2. The seniority status and rights of employees who serve in
33 the Armed Forces shall not be terminated by reason of any of the provisions
34 of this Agreement, but such employees, upon resumption of employment,
35 shall be governed by paragraph (A) of this Article.
36

37 **(C)** 1. Nothing in this Agreement shall require an employee to
38 become or to remain a member of the Union if such membership is not
39 available to such employee upon the same terms and conditions as are
40 generally applicable to any other member, or if the membership of such
41 employee is denied, or terminated for any reason other than the failure of the
42 employee to tender the periodic dues, initiation fees, and assessments (not
43 including fines and penalties) uniformly required as a condition of acquiring
44 or retaining membership in the Union. For the purpose of this section, dues,

1 fees, and assessments shall be deemed to be "uniformly required" if they are
2 required of all employees in the same work classification at the same time in
3 the same Local Lodge.

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

10
11 3. When an employee becomes delinquent or not "in good
12 standing" within the meaning of paragraph (C) 2. above, he shall be subject
13 to discharge and the following procedures shall apply:

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

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

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

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

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

20
21 (D) An employee discharged by the Company under the provisions of
22 paragraph (C) shall be deemed to have been discharged for non-payment of
23 Union dues, and notation so made on his employment record.

24
25 (E) Time limits specified in this Article may be extended in individual
26 cases by written agreement of the Company and the Union.

27
28 (F) The grievance procedure of the Basic Agreement will not apply to
29 cases arising under this Article.

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

38
39 (H) 1. The Company will deduct from employees' wages, and
40 turn over to the Union, the Union membership fees of each employee who
41 individually and voluntarily authorizes the Company to make such
42 deductions. Such authorizations shall be made upon a card in a size and
43 form mutually agreed to between the Company and the Union. In order to
44 become effective, such authorization cards shall be delivered by the Union

1 to the Payroll Department of the Company. Such authorizations shall not be
2 irrevocable for a period of more than one (1) year from their effective date
3 or beyond the termination of this Agreement, whichever occurs sooner.
4

5 2. Deductions for dues shall be made from the employee's
6 paycheck for the first (1st) and second (2nd) pay periods ending in each
7 month. Such deductions shall be made only in the event that sufficient
8 earnings remain for such deductions after other deductions have been made
9 for Withholding Tax, Social Security contributions, and other deductions
10 required by law or by the Company.
11

12 3. If sufficient earnings do not remain after other deductions
13 as noted above for each pay period during the month, or if there are
14 employees on the payroll that do not have on file with the Company an
15 authorization for dues deductions as per paragraph (H) 1., the Union shall
16 be so notified. Notification shall include employee number, name,
17 classification code, department, city and the amount of deduction for each
18 period and total amount for the month. And it shall thereafter be the
19 responsibility of the Union to collect dues for that month and for any month
20 following in which sufficient funds are not available for such deductions.
21

22 4. The obligation of the Company to make such deductions
23 shall terminate in the event an employee shall cease to be an employee as
24 defined in Article 1 of this Agreement.
25

26 **(I)** Upon submission of the appropriate form, a single flat sum
27 deduction for an initiation fee shall be made from each newly hired
28 employee's paycheck subject to paragraph (A) above. Such deduction shall
29 be made only in the event that sufficient earnings remain for such deduction
30 after other deductions have been made for Withholding Tax, Social Security
31 contributions and other deductions required by law or by the Company.
32

33 **(J)** The Union shall indemnify the Company and hold it harmless
34 against any and all suits, claims, demands, and liabilities which arise out of
35 or by reason of any action taken or not taken by the Company for the
36 purpose of complying with any of the provisions of this Agreement.
37

38 **(K)** This Agreement shall become effective on the date of signing of
39 the Basic Agreement, and shall continue in full force and effect concurrently
40 with said Agreement.
41

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

ARTICLE 20
SEVERANCE ALLOWANCE

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3
4 (A) Any employee with two (2) or more years of service whose
5 employment is interrupted due to reductions in force while he is in a
6 position covered by this Agreement shall be paid the severance allowance
7 provided in paragraph (B) following, subject, however, to the limitations
8 and qualifications and in accordance with the terms set out in paragraphs (B)
9 and (F).

10
11 (B) Employees who have completed two (2) or more years of service on
12 the date laid off will receive severance at the rate of one (1) week's pay for
13 each completed year of service, up to a maximum of fifteen (15) weeks.

14
15 (C) A week of severance allowance shall be computed on the basis of
16 the employee's regular straight time hourly rate at the time of his
17 employment interruption multiplied by forty (40) hours. Severance
18 allowance shall be paid at the successive payroll periods immediately
19 following the date employment is interrupted and shall continued to be paid
20 until the employee is recalled or the severance allowance entitlement is
21 exhausted, whichever occurs sooner.

22
23 (D) Severance allowance shall not be paid when the employee:

- 24
25 1. Is discharged for just cause, retires or resigns.
26
27 2. Has his employment temporarily interrupted because of a
28 strike or picketing on Company premises, an Act of God, a national war
29 emergency, revocation of the Company's operating certificate(s), or
30 grounding of the Company's aircraft by Governmental order.
31
32 3. Elects to exercise any seniority, bumping or transfer
33 afforded him under this Agreement to remain in active service with the
34 Company or accepts employment offered by the Company.
35

36 (E) The Severance allowances provided herein shall be in addition to
37 any or all other benefits provided under this Agreement.
38

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

1 entitled to an amount computed on his years of compensated service with
2 the Company after the date of such return to the Company's service, plus
3 such amount credited to him upon re-employment.
4

5 **(G)** Employees who are on furlough and their dependents shall
6 continue to participate in the Company's group medical/dental and life
7 insurance programs for a period of ninety (90) days after the last severance
8 payment to the employee provided the employee continues to pay their
9 portion of the costs of these benefits.
10

11 **(H)** Furloughed employees are not eligible for transportation on other
12 airlines and cannot purchase companion passes.
13

14 **(I)** Employees involuntarily furloughed on or after the effective date of
15 this agreement will receive on-line non-revenue travel privileges for
16 themselves and eligible family members while on furlough for a period not
17 to exceed three (3) years following their last day of active service.

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ARTICLE 21
RETIREMENT

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I.A.M. NATIONAL PENSION FUND
NATIONAL PENSION PLAN

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STANDARD CONTRACT LANGUAGE

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(A) The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof 1/ for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement 2/ as follows:

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\$ <u>2.00</u>	per	<u>hour</u>	effective	<u>1-6</u>	<u>2003</u>
\$ <u>2.05</u>	per	<u>hour</u>	effective	<u>7-5</u>	<u>2004</u>
\$ <u>2.10</u>	per	<u>hour</u>	effective	<u>7-4</u>	<u>2005</u>
\$ <u>2.15</u>	per	<u>hour</u>	effective	<u>7-3</u>	<u>2006</u>
\$ <u>2.20</u>	per	<u>hour</u>	effective	<u>7-2</u>	<u>2007</u>
\$ <u>2.30</u>	per	<u>hour</u>	effective	<u>7-14</u>	<u>2008</u>
\$ <u>2.40</u>	per	<u>hour</u>	effective	<u>1-1</u>	<u>2011</u>

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(B) The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays.

(C) Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment and will be paid retroactively, following completion of the ninety (90) active workday probationary period.

(D) The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

(E) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

1 The parties may increase the Contribution Rate and/or add job classifications
2 or categories of hours for which contributions are payable.
3

4 **(F)** This Article contains the entire agreement between the parties
5 regarding pensions and retirement under this Plan and any contrary provisions
6 in this Agreement shall be void. No oral or written modification of this
7 Agreement shall be binding upon the Trustees of the I.A.M. National Pension
8 Fund. No grievance procedure, settlement or arbitration decision with respect
9 to the obligation to contribute shall be binding upon the Trustees of the said
10 Pension Fund.

11
12 **(G)** The 401(k) account permits employees to contribute their
13 contributions on both a pre-tax and after-tax basis up to certain IRS limits.
14 This process will continue.

15
16 **(H)** 401(k) Enhancements:

- 17
- 18 • Permit after-tax contributions to 401(k) plan. US Airways will
19 implement six (6) months from date of signing.
20
- 21 • Establish brokerage account in 401(k) plan pending approval from the
22 Pension Investment Committee whose approval shall not be
23 unreasonably withheld. All administrative costs associated with the
24 brokerage account will be borne by the employee.
25
- 26 • Permit catch-up contributions to 401(k) Plan pursuant to IRC Section
27 414(v). US Airways will implement during the second half of 2003.
28
- 29 • Increase pre-tax elective deferrals in 401(k) Plan to 22% for non-highly
30 compensated employees. Implementation will be effective January 1,
31 2003.
32
- 33 • Add periodic distributions to 401(k) Plan. US Airways will make this
34 change effective January 1, 2003.

ARTICLE 22
INSURANCE

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3
4 (A) Active Employees covered by this Agreement may elect to partici-
5 pate in the Company's Medical/Dental Insurance Program as described in
6 Summary Plan Description (SPD). Election to participate in the Company's
7 insurance programs must be accomplished during the annual open enroll-
8 ment period. Outside of the annual open enrollment, changes to benefits
9 may be made within 31 days of a work or family status change (as defined
10 by Company policy).

11
12 (B) The monthly premium for coverage under the above plans are
13 described in Attachment A.

14
15 (C) Coverage will cease when an employee begins unpaid leave status
16 except that coverage may be extend to an employee on Medical Leave and
17 also as provided for in the Furlough Benefits Article of this agreement.

18
19 A non-probationary employee on medical leave may extend his
20 medical/dental coverage for a period of up to one (1) year after his last
21 compensated day provided the employee continues to pay his portion of the
22 cost of the applicable medical/dental insurance. An employee on Family
23 Medical Leave may extend coverage pursuant to the provisions of the
24 Family Medical Leave Act.

25
26 (D) Retirement

27
28 1. Employees must have attained the age of at least fifty five
29 (55) and have completed a minimum of five (5) years of credited service
30 prior to their last paid day of employment to be eligible for Medical/Dental
31 coverage during retirement. Employees who retired on or before 03/01/2005
32 will be subject to the 1114 agreement. Employees who retire after
33 03/01/2005 will be subject to benefits as described in Attachment D.

34
35 2. Retiree monthly medical contributions will be deducted
36 from monthly retirement benefits or will be paid directly by the retiree.

37
38 3. Should the Company extend the duration of COBRA
39 benefits to retirees of any other represented group, such extension will also
40 be made available to employees covered under this agreement.

41
42 (E) The following Basic Group Life Insurance is provided by the
43 Company in the amount of Thirty-five thousand dollars (\$35,000) of life

1 insurance coverage for each employee. An equal amount of accidental death
2 and dismemberment insurance coverage is included.

3
4 **(F)** Each employee may purchase the following additional Group Life
5 Insurance: Rates for various life insurance options listed below may vary
6 from year to year. Any change in rates will be communicated to all
7 employees.

8
9 1. Full Basic Life Insurance is equal to two (2) times the
10 employee's basic annual salary. An equal amount of accidental death and
11 dismemberment insurance coverage is included. Premiums on the amount
12 of coverage in excess of the first thirty-five thousand (\$35,000) dollars for
13 an employee will be paid by the employee choosing this additional
14 coverage. Maximum coverage available is two hundred thousand
15 (\$200,000) dollars.

16
17 2. An employee must have Full Basic coverage of two times
18 his basic annual salary to purchase Option I and must have Full Basic
19 coverage of two times his basic annual salary and Option I coverage to
20 purchase Option II coverage.

21
22 (a) Option I, optional life insurance equal to an
23 additional one hundred percent (100%) of the employee's basic annual
24 salary. Maximum coverage under Option I is one hundred thousand
25 (\$100,000) dollars.

26
27 (b) Option II, optional life insurance equal to an
28 additional one hundred (100%) percent of the employee's basic annual
29 salary. Maximum coverage under Option II is one hundred thousand
30 (\$100,000) dollars.

31
32 **(G)** Voluntary Group Accidental Death and Dismemberment Insurance
33 may be purchased in ten thousand dollar (\$10,000) increments, up to a
34 maximum of three hundred thousand (\$300,000) dollars.

35
36 **(H)** The Flexible Spending Account Program maximum medical/dental
37 care expense reimbursement is the lesser of \$7,500 or the maximum amount
38 permitted under the law.

39
40 **(I)** US Airways will not oppose the Unions posting of any bulletins
41 offering benefits provided by any insurance company sanctioned by the
42 Union on IAM bulletin boards that US Airways does not offer under the
43 current benefits for employees covered under this agreement.

44

1 **ARTICLE 23**
2 **DURATION**
3

4 Except as otherwise noted, this Agreement shall become effective
5 on April 25, 2008, and shall remain in full force and effect through
6 December 31, 2011, and thereafter unless and until reopened in accordance
7 with the Railway Labor Act.
8

9 No amendments to this agreement will be valid unless signed by
10 the Vice President of labor relations or his designee and an Assistant
11 General Chairman of the IAMAW.
12

13 The Basic Agreement, as modified herein, will remain in effect
14 through December 31, 2011. The parties will commence bargaining for a
15 new collective bargaining agreement no later than January 15, 2011. If the
16 parties have not reached a tentative agreement by July 1, 2011, they will,
17 no later than July 10, 2011, jointly apply for mediation with the National
18 Mediation Board. In the event the parties have not reached a tentative
19 agreement during the status quo period following the amendable date, all
20 base rates will be increased by three (3) percent on July 1, 2012.
21

22 IN WITNESS WHEREOF, the parties have signed this
23 Agreement this 25th day of April, 2008.
24
25
26

27 US AIRWAYS, INC:

28
29 /s/ E. Allen Hemenway
30 Vice President, Labor Relations
31 US Airways, Inc.
32
33

34
35 INTERNATIONAL ASSOCIATION OF MACHINIST AND
36 AEROSPACE WORKERS:
37

38 /s/ Tom Higginbotham
39 President and Directing General Chairman
40 IAM District 142
41

1 **Letter of Agreement – Compensatory Time - Carry Over**

2
3 June 10, 2002
4
5

6 Mr. Thomas Regan
7 Assistant General Chairman
8 District 141M – IAMAW
9

10 Dear Mr. Regan:

11
12 The following will confirm our agreement reached during discussions
13 describing the handling of employees existing Compensatory Time Banks.
14

15 Prior to the effective date of the collective bargaining agreement, employees
16 were permitted to have Compensatory Time Banks that were not limited to a
17 maximum of one-hundred forty (140) hours as described in the agreement.
18

19 In recognition of this fact, employees that currently have Compensatory
20 Time Banks with more than one-hundred forty (140) hours will have these
21 banks frozen. These employees will not be permitted to convert any of their
22 Holiday/Overtime/Travel time into additional Compensatory Time until
23 their banks fall below one-hundred forty (140) hours.
24

25 Employees that currently have Compensatory Time Banks with less than
26 one-hundred forty (140) hours will be permitted to continue to add to these
27 banks with time earned after the effective date of the agreement as long as
28 their banks remain under one-hundred forty (140) hours.
29

30 Sincerely,

31
32 _____
33 /s/E. Allen Hemenway
34 Director, Labor Relations
35 Ground

36 Agree and concur:

37
38 _____
39 /s/Thomas J. Regan District 141M

Attachment A-1

US Airways

**Eligible Actives, Inactives, - Full Time- IAM Maintenance Training Instructors
PPO 80/60 - Flat 7.0%**

	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
2008 Contribution Base	12%	427.43	854.85	812.99	1,412.25
Employee Contribution		30.00	60.00	57.00	99.00

PPO 90/70 - Flat 14.0%

	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
2008 Contribution Base	12%	462.68	925.36	879.08	1,529.04
Employee Contribution		65.00	130.00	123.00	215.00

Attachment A-1 (continued)

US Airways

**Eligible Actives, Inactives, - Full Time- IAM Maintenance Training Instructors
PPO 100/80 - Flat 19.4%**

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

Notes:

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

Attachment A-2

US Airways

Managed Dental Plan- IAM Maintenance Training Instructors

**Eligible Actives, Inactives
Flat 10.0% Employee Contribution**

2008					
Premium Equivalent	6%	36.00	69.00	65.00	114.00
Employee Contribution		3.60	6.90	6.50	11.40

Notes:

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

1 **Attachment B**

2
3 **War/Terrorism Clause**
4

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

**Retiree Medical
Maintenance Training Specialist**

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

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

- Retired employees will be responsible for medical premium costs in excess of \$503.50. Monthly contributions will be calculated as the total cost of the plan and level of coverage you elect less \$503.50. Premium Equivalents will be recalculated annually based on the Plan's experience. The chart below compares monthly Premium Equivalents under the current program to those currently estimated for the new program. Please note that the 2005 Current Program rates were developed using Active employee rates and the new program uses "true" pre 65 employee rates. It should also be noted that the new program costs for 2005 are estimated only and the actual 2005 rates may vary. The 2005 rates for the new program will be finalized by early December.

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

30

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

8
9 2) In lieu of #1 above, employees may receive a one-time cash payment in
10 the amount equal to \$10.80 times the number of accrued sick leave
11 hours in their sick bank.

12
13 - Choosing to receive this one-time payment means that the
14 employee and their dependents will not be able to participate
15 in the pre or post-65 health care programs, including the
16 "access only" plan noted above.

17
18 3) At age 65 retired employees and their dependents will not be eligible to
19 participate in or have access to any post-65 medical plan through US
20 Airways.

21
22 4) Employees and their dependents will not be eligible for dental coverage
23 when they retire effective 3/1/05.

24
25 Post-65 US Airways Employees who retire after 3/1/05

26
27 1) From 3/1/05 through 12/31/05 retired employees will have the
28 opportunity to remain enrolled in the Advance PCS pharmacy plan.

29
30 - The monthly contributions charged for this coverage are based
31 on a Defined Dollar Benefit (DDB) Cap of \$950 per year, per
32 individual
33 and are as follows;

34

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

40

41
42 - The DDB Cap is only used for the purpose of setting
43 contribution rates annually and is not a limit on actual benefits
44 paid in a year.

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