

Collective Bargaining Agreement

between

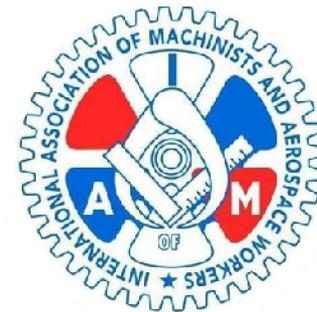
PSA Airlines, Inc.



and

**International Association of
Machinists
and Aerospace Workers**

District Lodge 142, AFL – CIO



April 25, 2011 – April 24, 2016

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LETTER OF AGREEMENT

This Letter of Agreement is to facilitate a three (3) day work week consisting of thirteen (13) hours and twenty (20) minutes each work day. Positions for this shift will be posted via the Job Posting System in accordance with the Agreement. No Employee currently employed as of this date will be assigned this shift against his/her will.

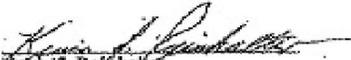
Employees awarded this shift will receive either the second or third shift premium based on the shift where the majority of the works hours are worked. The thirty (30) minute meal period will be between the end of the fifth (5th) hour and the beginning of the ninth (9th) hour of the shift. There will be rest periods of fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift. Hours worked in excess of forty (40) hours in a work week will be paid at one and one-half (1½) times the Employee's hourly rate. Any hours worked in excess of seventeen (17) hours and twenty (20) minutes in a work day will be paid at double (2) times the Employee's hourly rate.

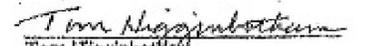
The Union may rescind this Letter of Agreement after a thirty (30) day written notice to the Company. The Company may discontinue this shift in accordance with the Agreement.

DATED: October 18, 2001.

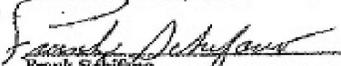
FOR PSA AIRLINES, INC.

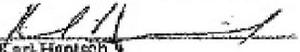
FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 142, AFL-CIO


Kevin J. Reffhaber
Vice President of Maintenance and
Engineering

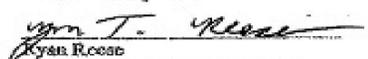

Tom Higginbotham
President-Directing General Chairperson

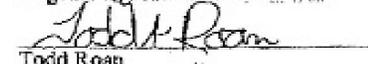

David Glenn
Director of Human Resources

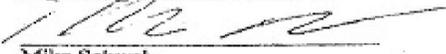

Frank Schifano
General Chairperson


Karl Hantoch
Director of Maintenance


James M. Samuel
General Chairperson


Ryan Reese
Negotiating Committee Member


Todd Roan
Negotiating Committee Member


Mike Schwab
Negotiating Committee Member

ARTICLE 1 – RECOGNITION AND SCOPE OF AGREEMENT

- A. The purpose of this Agreement is, in the mutual interest of the Company and of the Employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable working hours, proper compensation and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company, Union and the Employees to cooperate fully, both individually and collectively, for attainment of these purposes.
- B. In accordance with the certification made by the National Mediation Board on June 23, 1995 in Case No. R-6357, the Company recognizes the Union (I.A.M.A.W.) as the duly authorized representative of its Mechanics and Related Employees in accordance with the provisions of the Railway Labor Act, as amended.
- C. The Company may publish rules and regulations not in conflict with the provisions of this Agreement. New Company rules or regulations that affect Employees work will be considered effective immediately when the Company communicates the information to Employees personally or via a group meeting. If the new Company rules and regulations are posted in the work areas as the sole means of communication they will become effective after one (1) week from the date of posting.
- D. The Company is an equal opportunity Employer. The Company and the Union hereby agree that, in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally in accordance with applicable laws to all Employees hereunder, regardless of sex, color, race, religion, age, handicap or national origin. Wherever in this Agreement Employees are referred to in the male gender, it is recognized as referring to both male and female Employees, unless the meaning is obviously to the contrary.
- E. This Agreement supersedes any and all Agreements now existing or previously executed between the Company and any Union or

ARTICLE 28 – EFFECTIVE DATE AND DURATION

individual affecting the craft or class of Employees covered by this Agreement.

- F. The provisions of this Agreement shall be binding upon any successor or merged Company or Companies, unless or until changed in accordance with the provisions of the Railway Labor Act, as amended.
- G. In the event of any merger of the Company with another Company, acquisition of the Company by another Company, or acquisition by the Company of another Company, which affects the seniority rights of Employees subject to this Agreement, provisions will be made for the integration of seniority lists in a fair and equitable manner including, where applicable, Agreement through collective bargaining between the Companies and the representatives of the Employee groups affected. In the event of failure to agree, the dispute may be resolved in accordance with Section 13 of the Allegheny-Mohawk Labor Protection Provisions.
- H. The Company will not lock out any Employee covered by this Agreement, and neither the Union nor Employees covered by this Agreement will initiate, authorize or take part in any slow-down, sit-down, work stoppage, strike, or picketing of Company premises during the life of this Agreement, in accordance with and/or until the provisions of the Railway Labor Act, as amended, for settling disputes between the parties have been exhausted.
- I. The Company agrees that Mechanics' work, wherever performed, will consist of maintenance, inspection, preventive maintenance, rebuilding and alteration of aircraft, aircraft engines, aircraft systems and aircraft components and including dismantling, repairing, assembling, and erecting of equipment and building maintenance and repair work, are covered by this Agreement, subject to the terms thereof. To maintain the efficiency of the Company's operation, the Company retains the right, in special circumstances, to use outside Contractors or Employees not covered by this Agreement to perform work normally performed by Employees covered under this Agreement. It is agreed that a Committee will be formed to review instances of subcontracting which the Union believes could be more efficiently or economically performed "in house" by IAMAW- represented Employees. The members of the Committee from the Union will

This Agreement constitutes full and complete settlement between the parties for rates of pay, rules and working conditions for the period of April 25, 2011 through April 24, 2016. The Agreement with the amendable date of September 24, 2009 continued in full force until April 25, 2011.

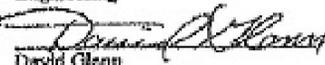
Except as otherwise specifically stated herein, this Agreement shall become effective on April 25, 2011 and shall continue in full force and effect through April 24, 2016 and shall renew itself without change through each succeeding April 25 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended by either party hereto at least thirty (30) calendar days but not more than sixty (60) calendar days prior to April 24, 2016 or April 24 in any year thereafter. The parties agree to commence bargaining for a new Collective Bargaining Agreement no later than six (6) months before the amendable date referred to above.

AGREED to this APRIL 25, 2011.

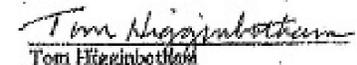
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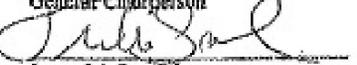

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Vice President of Maintenance and
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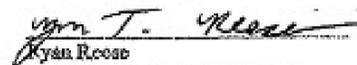

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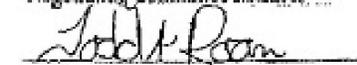

Karl Hontsch
Director of Maintenance

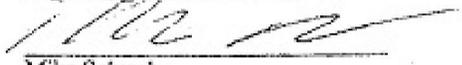

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specified herein and not because of denial or termination of membership in the Union for any other reason.

- E. An Employee discharged by the Company under the provisions herein shall be deemed to have been “discharged for cause” within the meaning of the terms and provisions of this Agreement.

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of this Article 27. The Company shall promptly notify the Union of any such claims of liability made against the Company.

- F. Upon receipt of a signed authorization of the Employee involved, the Company shall deduct from the Employee’s paycheck the dues or service fees payable by him to the Union during the period provided for in said authorization. All deductions for dues shall be made by the Company on the second regular paycheck of each month.
- G. Deductions provided for in the preceding paragraph shall be remitted no later than the tenth (10th) day of the month following the month in which the deductions were made, and shall be remitted to the Secretary/Treasurer of District 142, International Association of Machinists and Aerospace Workers. The Company shall furnish the assigned District 142 Secretary/Treasurer each month a copy of the record of those for whom deductions have been made and the amounts of the deductions. The parties agree that check-off authorization forms shall be in a mutually approved form which shall be prepared and furnished by the Union.

comprised of the Chief Steward, the District Representative, and an affected Employee. The Company will share available information relating to a given subcontract or anticipated subcontract with this Committee. No Employee covered by this Agreement, as of the date of signing, will be furloughed as a result of contracting out of work.

- J. The Company retains the discretion and authority to manage its operations and direct the work force. Such rights include, but are not limited to, the right to: hire, promote, demote, layoff, recall, transfer, discharge, suspend, or otherwise discipline Employees; assign and reassign duties; determine qualifications and standards; decide upon the types and number of aircraft to be flown; establish schedules for Employees; determine the number of Employees at each Station; maintain good order and efficiency; transfer routes from one (1) Station to another; establish flight schedules; establish and amend rules, policies, regulations and procedures; act as a subcontractor; subcontract; discontinue all or part of its operations; merge other Companies with the Company; sell, lease or otherwise dispose of any and all aircraft, other equipment and operations; and decide where, when and how training is to be performed and how much training is required that does not violate any provisions of the collective bargaining Agreement.

Any of the rights the Company had prior to the signing of this Agreement are retained by the Company, except those specifically modified by the Agreement.

ARTICLE 2 – CLASSIFICATION OF WORK

- A. Throughout this Agreement, the word “classification” shall mean the job title of Maintenance Controller, Lead Mechanic, Inspector, Maintenance Training Instructor, Aircraft Mechanic/Avionics Technician, and Aircraft Cleaner/Utility Person. While an Employee’s job classification sets out the duties normally associated with the job. As the needs of the Company may dictate, an Employee may be assigned or reassigned to perform or assist in job duties normally associated with another lower classification. Further, all Employees are expected to perform, as needed, those routine duties associated with maintaining the work place in a safe, clean and operative condition; provided, however, Employees will not be assigned to other job duties for punitive reasons.
- B. For purposes of Article 10, the descending order of classification shall be as follows:
1. Maintenance Controller
 2. Inspector; Lead Mechanic
 3. Maintenance Training Instructor
 4. Aircraft Mechanic/Avionics Technician
 5. Aircraft Cleaner/Utility Person
- C. The Company will develop and publish written qualifications, job descriptions and responsibilities for each classification that is bid. Such qualifications, job descriptions and responsibilities will be uniformly applied and made available electronically at each Station. The Company and Union will meet to discuss any changes made to qualifications, job descriptions and responsibilities.
- D. A Lead Mechanic will be required to be on duty at a PSA Station when three (3) or more Mechanics are scheduled on duty, on a shift at a PSA Station. A Lead Mechanic will not be required to lead and direct more than eighteen (18) Employees. The Company is not required to deploy a Lead Mechanic on a field service trip merely to satisfy the preceding requirements.
- E. If a Lead Mechanic is called away during a shift, calls in sick, or for any other reason is unexpectedly unavailable, the Company may call overtime for a Lead Mechanic or will upgrade the most qualified senior Mechanic on duty.

ARTICLE 27 – UNION SHOP AND VOLUNTARY DUES CHECK-OFF

- A. Each Employee, now or hereafter covered by the Labor Agreement between the parties, as it may have been supplemented or amended, shall, as a condition of continued employment, within sixty (60) work days following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of the Union or pay the Union a monthly service fee which shall be equal to the Union’s regular dues, initiation fees and assessments uniformly required of regular Union members, and thereafter maintains membership in good standing or remit the service fee (as herein defined) to the Union, provided that such condition shall not apply with respect to any Employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member covered by this Agreement, or with respect to whom membership is denied or whose membership is terminated for any reason other than the failure of the Employee to tender the initiation fees and monthly dues or service fees uniformly required of other Employees as a condition of acquiring or retaining membership in the Union or employment with the Company.
- B. For the purpose of this Agreement, “membership in good standing in the Union” shall mean that the Employee is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation or reinstatement fees or membership dues or assessments uniformly required of other Employees in the same Union.
- The Employee electing not to become a member in the Union must maintain the service fee payments as provided above and not be more than sixty (60) calendar days in arrears in the payment of the service fee.
- C. When an Employee becomes delinquent, or not in “good standing” within the meaning of Paragraph B above, he shall be subject to discharge.
- D. A discharge under the terms of this Article shall be based solely upon the failure of the Employee to pay or tender payment of initiation fees and membership dues, service fees or assessments as

- b. The Union shall notify the Company promptly when leaves are cancelled or terminated before the effective date of the Union leave.

ARTICLE 3 – HOURS OF SERVICE

- A. **WORK HOURS.** An Employee’s normal work week will consist of forty (40) hours comprised of five (5) eight (8) hour days and two (2) days off, or four (4) ten (10) hour days and three (3) days off. The eight (8) or ten (10) hour work day shall be exclusive of a thirty (30) minute meal period. Days of work and days off will be consecutive. Other work schedules may be arranged by mutual Agreement between the Employee affected and the Company with approval of District 142.
- B. **MEAL PERIOD.** Employees will be scheduled for a thirty (30) minute unpaid meal period between the end of the third (3rd) hour and the beginning of the sixth (6th) hour of their shift. If operational needs preclude an Employee from taking his lunch period at that time, he shall be paid for the lunch period at the applicable rate, unless he requests and is granted either a meal period later in the shift or permission to leave thirty (30) minutes prior to the end of his shift.
- C. **REST PERIODS.** All Employees will be granted a fifteen (15) minute rest period during the first half of their work shift and a fifteen (15) minute rest period during the second half of their work shift.
- D. **SHIFT BIDS.** Shift bids and shop bids will be bid no less frequently than every six (6) months at the same time. Employee’s that are awarded a shop bid and are not qualified will be required to serve a twelve (12) month stability period in the shop, once they complete the classroom and O.J.T. training. At all times, class seniority governs the shift bid procedure. Employees with less than six (6) months class seniority will be assigned a work shift to allow for the equal distribution of work experience throughout the work week. The remaining shift bids will be done in class seniority order with the most senior person bidding first. No person may bid a schedule until all Employees with higher class seniority bid first. Due to the timelines of the bid process, each person will be given a deadline date and time as to when they must bid. If an Employee bids prior to their deadline date, the next person in line may bid and so on. If a person fails to bid by their deadline date and time, the next person in line may bid and the Employee that missed the cutoff can bid at their convenience. If a work schedule becomes available for whatever

reason, there will not be a complete rebid of the schedule. The opening will be posted in accordance with Article 10 of this Agreement and the vacancy filled. When the complete schedule comes out for rebid, the class seniority process for bidding will be in effect. There will be one (1) master bid sheet per Station and it will be posted on the I.A.M. bulletin board. The proposed work schedule (shift and days off) will be posted at least seven (7) days in advance of the start of the bid. A copy of the bid sheet will also be posted as to alert the Employees of their deadline dates and time_for the bid. Swapping of complete schedules will not be allowed as this may cause an imbalance in the experience levels. Each Station will have individual work schedule bid sheets as agreed upon with the Joint Scheduling Committee.

- E. There will be no change in permanent days off or shift start times except in accordance with Article 3(D). If changes are needed on a temporary basis based on the needs of service not to exceed thirty (30) days, there will be five (5) calendar days written notice given to the affected Employees, except that less notice may be given by mutual Agreement between the Company and the affected Employee.
- F. DAY TRADES will be allowed when authorized by the Manager or his designee, (which is to be acted upon so as not to delay approval of the day trade,) but must be completed within four (4) weeks from the first day traded and as long as there is no conflict with Article 3 (D). Employees will also be permitted to do one way day trades and must not cause overtime to be paid as a result of the trade as long as there is no conflict with Article 3 (D).
- G. Any Employee who reports for work as scheduled, without receiving notice not to report, or who is called in to work, shall receive a minimum of four (4) hours pay.
- H. The Company and the Union recognizes that the nature of airline operations requires most Mechanics covered by this Agreement to work the night shift. The parties agree to establish a Joint Scheduling Committee in each Station. Each Stations Committee will be comprised of the Company and two (2) Union Stations representatives, and will meet when necessary. It will be the duty of each Committee to analyze the existing schedule and to make recommendations to the Station manager emphasizing productivity,

such hours during his regular pay cycle and the Employee shall continue to accrue all benefits as if he had been on active duty. The maximum compensation paid to any Employee while on authorized Union leave is one time the applicable hourly pay rate and a maximum of forty (40) hours a week.

- 2. For a Union leave period a covered Employee will submit a Union leave authorization form to the Director of Maintenance or his designee detailing the hours to be paid. The leave form will be approved and signed for by the Union's General Chairperson or his designee.
- 3. The Union will reimburse the Company for all such Union leave paid to covered Employees as follows: the number of hours on leave as submitted by the covered Employee times the applicable hourly rate of such Employee not to exceed forty hours per week (in the event the Employee is replaced, the Union will reimburse an additional one half the applicable hourly rate and the Company will provide the replacement Employee's name to the Union General Chairperson), a 24% override of the wages paid to cover the cost of fringe benefits for the covered Employee on leave and a 2% administration fee for the billing and accounting process. If on an annual basis the cost of the fringe benefits provided to the Employee increases or decreases, the override percentage will be adjusted accordingly.
- 4. The Company shall prepare an invoice for Union leave pay reimbursement which will be submitted to the Union General Chairperson or his designee within thirty (30) days after receiving the Union leave authorization form(s). The Union agrees to reimburse the Company within thirty (30) days after receipt of the Company's invoice.
- 5. Requests for Time-Off
 - a. Requests for Union leave with the Company will be made to the Director of Maintenance or his designee. Each such request shall be submitted via the Company email system, facsimile, hand delivery or by US Mail no later than two (2) weeks before the first requested day off.

ARTICLE 26 – CONDUCT OF UNION BUSINESS

- A. The Union agrees that Union business will, insofar as possible, be conducted during non-working hours. An Employee who has a grievance may meet with his steward to discuss his grievance on scheduled working time, provided the operations of the Company are not disrupted and with prior management approval. The Company will not unreasonably withhold such approval. The Union and the Company will make every effort to keep to a minimum the time spent in disposing of grievances and disputes. It is mutually agreed and understood that the intent of this paragraph is that there be a spirit of cooperation in facilitating timely grievance investigation without disruption of Company operations. In furtherance of this objective, any difficulties will be promptly discussed between the Steward and the Department Director or Director of Human Resources, as appropriate.
- B. No Employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against because of Union membership or lawful Union activity. Neither the Union nor its members will solicit membership, or conduct during working hours or on Company premises, activities other than those of collective bargaining and handling of grievances in the manner and to the extent otherwise provided in this Agreement.
- C. Insofar as space is available and to the extent permitted by law, grievants, witnesses and Union Representatives who are Employees of the Company, shall receive transportation over the lines of the Company for traveling to and from grievance or arbitration hearings in accordance with Company pass policy.
- D. At the conclusion of the Company's new Employee indoctrination class, the Steward will be afforded one-half (1/2) hour opportunity to meet with new Employees provided the meeting does not disrupt the operation. This meeting shall be considered working time and paid at one half hour at the applicable straight time rate. The Company may have a representative present at this meeting.
- E. Reimbursement for Authorized Union Leave
1. A covered Employee on Union leave from the Company shall be paid by the Company at his applicable hourly pay rate for

work coverage and Employee morale concerns. Upon receipt of recommendations, the manager or designee, will within five (5) working days review and forward the recommendations to the Director of Maintenance for his review. Any refusal to implement the Committee recommendations will be in writing with justification for the refusal within five (5) working days of receiving Committee recommendations and forwarded to the District 142 General Chairperson.

ARTICLE 4 – WAGE RULES

- A. Employees shall be paid during their regular working hours, bi-weekly on the Friday following the end of the preceding two (2) week period. Should the regular pay day fall on a holiday, Employees will be paid on the day preceding the holiday. Every effort will be made to continue the current practice of second and third shift Employees receiving their paycheck during their shift on Thursday.
- B. In the event that an Employee's pay check is short eight (8) or more hours pay through Company error, then, upon request from the Employee, the Company will correct the discrepancy and make payment within five (5) business days of the Employee's submittal of a payroll resolution to his Supervisor.
- C. No Employee shall, as a result of this Agreement, suffer a reduction from the rate of pay he is receiving for his classification on the effective date of this Agreement.
- D. An Employee temporarily assigned during his shift to a lower rated classification shall not have his rate of pay reduced for the period of the temporary assignment.
- E. Employees assigned by the Company temporarily to a premium pay position (e.g., lead) will receive the premium pay for the entire shift. Such temporary assignments will be by seniority among available qualified Employees. As a result of the assignment to a premium position the Company waives disciplinary action for operational decisions made by a Mechanic with less than one (1) year of Mechanic experience.
- F. An Employee promoted to a higher rated position will receive the starting rate for the new position, or his existing rate, whichever is greater, and will thereafter progress on the scale for the new position based upon the date of entry into the classification.
- G. An Employee is not entitled to receive more than one (1) category of premium pay at a time.
- H. Any required drug and alcohol testing outside of an Employee's regular scheduled shift will be paid at the applicable hourly rate.

Note: Avionics technician(s) currently on the property as of date of signing and receiving a premium based on an FCC license will be grandfathered and continue to receive the avionics premium.

No Employee will be paid more than a total of one dollar and forty cents (\$1.40) per hour for any combination of the above license premiums.

Taxi and Run-Up Qualified Premium - \$.20 per hour. All current Inspectors as of the date of signing of this Collective Bargaining Agreement will continue to receive taxi and run-up premium provided they maintain their currency.

When a new Employee is hired in any classification under this Agreement, the Company may recognize previous experience and type of work for which he is hired by awarding him a rate higher than the starting rate on the pay scale. While such an Employee is in his probationary period, the Company will consult with the Lead and other Employees who have observed his work to determine if he should remain at the higher rate of pay. In no case shall the starting rate of pay be higher than the 3rd year of pay on the Mechanics pay scale. An Employee who is hired in at a rate of pay higher than the starting rate on the pay scale will remain at his rate of pay until his actual classification seniority matches the pay scale.

No Employee will suffer a reduction of his current rate of pay as a result of implementation of the pay rates negotiated in this Agreement.

ARTICLE 5 – OVERTIME

When a work schedule covers more than one shift, the applicable shift premium will be for the shift on which the preponderance of the hours are worked.

Rotating-shift- An Employee scheduled to work a rotating shift, where multiple shift premiums are involved, will receive the higher shift premium for all hours worked in a work week.

Maintenance Instructor - \$1.75 over the current step progression on A&P Scale.

Lead - \$2.25 over the current step progression on A&P Scale.

Lead/RII- \$2.50 over the current step progression on A&P scale

Inspector - \$2.00 over the current step progression on A&P Scale.

Maintenance Controller - \$3.50 over the current step progression on A&P Scale.

License Premiums

In addition to the above rates of pay, an Employee will be paid a premium for each license he is required to hold and which he uses in the performance of his duties in accordance with the following:

| License | DOS | DOS +12 | DOS +24 | DOS +36 | DOS +48 | DOS +60 |
|----------------------|--------|---------|---------|---------|---------|---------|
| FAA Airframe | \$0.60 | \$0.70 | \$0.70 | \$0.70 | \$0.70 | \$0.70 |
| FAA Powerplant | \$0.60 | \$0.70 | \$0.70 | \$0.70 | \$0.70 | \$0.70 |
| Avionics Technician* | \$1.20 | \$1.40 | \$1.40 | \$1.40 | \$1.40 | \$1.40 |

*Avionics Technician – three (3) years’ experience as an Avionics Technician (civilian and/or military), or NCATT AET (National Center for Aircraft Technician Training Aircraft Electronics Technician) certification, or certification from an accredited avionics curriculum.

A. Overtime will be computed based on a forty (40) hour work week. Time and one-half (1 and ½) will be paid for hours worked after forty (40) work hours in a week, except as modified below. For the purposes of overtime calculation, only sick time and leaves of absence, unless otherwise required by law, will not count towards hours worked.

1. If an Employee works over forty (40) hours in a week, and is regularly scheduled for an eight (8) hour shift, he will be paid double time for any hours worked over twelve (12) hours.
2. If an Employee works over forty (40) hours in a week, and is regularly scheduled for a ten (10) hour shift, he will be paid double time for any hours worked over fourteen (14) hours.

B. Overtime will not be pyramided.

C. Employees will be granted a fifteen (15) minute paid rest break after two (2) hours of overtime. After four (4) hours of overtime, Employees will receive a thirty (30) minute paid lunch period.

Example: Employee works more than two hours, he will receive a 15 minute paid rest. Employee works more than 4 hours, he will receive a 30 minute paid lunch. Employee works more than six hours, he will receive a 15 minute paid rest. When Employee exceeds eight hours, the cycle will repeat.

D. Overtime shall be distributed as equally as possible among all qualified Employees in the respective classification at a Station and on the shift where overtime is required by the Company. The Company will provide overtime distribution lists to be posted in each work area:

1. Names will be listed in order of classification seniority;
2. The Manager, or designee, who authorizes the overtime, will contact a Union Representative on duty and advise the Representative of the job to be performed, any qualifications required, the approximate duration of the job, and the number of

Employees required. The Union Representative will contact the Employee(s) lowest on the overtime list to procure acceptance, non-acceptance, or no contact. No Employee shall have a grievance against the Company if bypassed by the Union Representative. Management may contact Employees for overtime when it is impractical for the Union Representative to do so. Any Employee bypassed by Management, may file a grievance. 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.

3. All overtime worked will be charged on the list. An Employee who cannot be contacted for overtime will be charged for the amount of overtime being offered. An Employee who declines overtime or an Employee who fails to list a valid telephone number on the overtime list will be charged for the overtime being offered.
4. The Union Steward, at the Station on the shift where overtime is required, will be responsible for recording overtime hours worked and the accuracy of the information on the list.
5. The Union Steward will be given a reasonable amount of time to update the overtime list while on duty.
6. Employees on authorized absences will not be eligible for overtime until they return to work on a regular shift. Authorized absences include: vacation, sick leave, medical leave, compensatory day off, jury duty, Company authorized training, military duty, bereavement, FMLA, VDO, personal leave and authorized Company or Union business. An authorized absence will begin at the end of the Employee's last regular shift prior to the authorized absence. Upon return to work from an absence greater than thirty (30) work days (except vacation) an Employee shall receive the average overtime of the Employees on the overtime list or their actual overtime, whichever is higher.
7. An Employee reporting off sick, for a regularly scheduled shift, will be ineligible for overtime from the beginning of the absence

Cleaners

| <u>Years of Service</u> | <u>Current</u> | <u>DOS</u> | <u>DOS +12 Months</u> | <u>DOS + 24 Months</u> | <u>DOS + 36 Months</u> | <u>DOS + 48 Months</u> | <u>DOS + 60 Months</u> |
|-------------------------|----------------|------------|-----------------------|------------------------|------------------------|------------------------|------------------------|
| Start | \$8.14 | \$8.14 | \$8.14 | \$8.30 | \$8.47 | \$8.64 | \$8.86 |
| 1 year | \$8.70 | \$8.70 | \$8.70 | \$8.87 | \$9.05 | \$9.23 | \$9.46 |
| 2 years | \$9.30 | \$9.30 | \$9.30 | \$9.49 | \$9.68 | \$9.87 | \$10.12 |
| 3 years | \$9.88 | \$9.88 | \$9.88 | \$10.08 | \$10.28 | \$10.49 | \$10.75 |
| 4 years | \$10.46 | \$10.46 | \$10.46 | \$10.67 | \$10.88 | \$11.10 | \$11.38 |
| 5 years | \$10.69 | \$10.69 | \$10.69 | \$10.90 | \$11.12 | \$11.34 | \$11.62 |
| 6 years | \$10.93 | \$10.93 | \$10.93 | \$11.15 | \$11.37 | \$11.60 | \$11.89 |
| 7 years | \$11.15 | \$11.15 | \$11.15 | \$11.37 | \$11.60 | \$11.83 | \$12.13 |
| 8 years | \$11.37 | \$11.37 | \$11.37 | \$11.60 | \$11.83 | \$12.07 | \$12.37 |
| 9 years | \$11.62 | \$11.62 | \$11.62 | \$11.85 | \$12.09 | \$12.33 | \$12.64 |
| 10 years | \$11.84 | \$11.84 | \$11.84 | \$12.08 | \$12.32 | \$12.57 | \$12.88 |

Signing Bonus – Three percent (3%) of annual base rate paid out in lump sum payment within 30 days after date of signing (DOS) of Agreement.

Bonus – Three percent (3%) of annual base rate paid out in two equal lump sum payments on DOS +12 months and DOS +18 months of Agreement.

Premiums will be paid as follows:

Shift

Third shift - \$.55 per hour
 Second shift - \$.30 per hour.

Third shift start time defined as any schedule that starts after 2000 hours.

Second shift start time defined as any schedule that starts after 1200 hours.

ARTICLE 25 – WAGES

Below are the minimum rates of pay:

A&P Mechanics

| <u>Years of Service</u> | <u>Current</u> | <u>DOS</u> | <u>DOS +12 Months</u> | <u>DOS +24 Months</u> | <u>DOS +36 Months</u> | <u>DOS +48 Months</u> | <u>DOS +60 Months</u> |
|-------------------------|----------------|------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Start | \$14.38 | \$14.38 | \$14.38 | \$14.67 | \$14.96 | \$15.26 | \$15.64 |
| 1 year | \$14.92 | \$14.92 | \$14.92 | \$15.22 | \$15.52 | \$15.83 | \$16.23 |
| 2 years | \$15.86 | \$15.86 | \$15.86 | \$16.18 | \$16.50 | \$16.83 | \$17.25 |
| 3 years | \$16.75 | \$16.75 | \$16.75 | \$17.09 | \$17.43 | \$17.78 | \$18.22 |
| 4 years | \$17.27 | \$17.27 | \$17.27 | \$17.62 | \$17.97 | \$18.33 | \$18.79 |
| 5 years | \$17.70 | \$17.70 | \$17.70 | \$18.05 | \$18.41 | \$18.78 | \$19.25 |
| 6 years | \$18.14 | \$18.14 | \$18.14 | \$18.50 | \$18.87 | \$19.25 | \$19.73 |
| 7 years | \$18.82 | \$18.82 | \$18.82 | \$19.20 | \$19.58 | \$19.97 | \$20.47 |
| 8 years | \$19.62 | \$19.62 | \$19.62 | \$20.01 | \$20.41 | \$20.82 | \$21.34 |
| 9 years | \$20.65 | \$20.65 | \$20.65 | \$21.06 | \$21.48 | \$21.91 | \$22.46 |
| 10 years | \$23.63 | \$23.63 | \$23.63 | \$24.10 | \$24.58 | \$25.07 | \$25.70 |

until the Employee returns to work on his next regularly scheduled shift.

8. If the overtime is for a period of less than three (3) hours and it is within one (1) hour of the end of the shift before it can be determined that overtime is necessary the lowest Employee on the overtime list may be bypassed if the Employee is off duty. The overtime may be offered to the Employee working the job if the job is in progress. If the Employee working the job declines the overtime, the lowest respective classification Employee on the overtime list, and still on duty, may be offered the overtime. If no Employees accept the offered overtime, Management may, in reverse seniority order, require an Employee, on duty, to remain on duty to continue the job.
9. Employees required to attend mandatory meetings or training on their scheduled day off will be paid a minimum of one (1) hour paid at the double time rate. Employees reporting early or staying after a scheduled shift for mandatory meetings or training will be counted as time worked and will be paid at the applicable rate. Employees will not receive pay for disciplinary hearings.
10. No Employee will be required to work more than sixteen (16) continuous hours except as provided in paragraph I of this Article.
11. Prior to initiating a field service trip to a Station, the overtime list at the Station where the field service trip is needed will first be exhausted.
 - a. For instances where a Station may lack Mechanics experienced in the task at hand, the Company may deploy up to 50% of the Mechanics required to perform the task from another Station.
 - b. The Company can deploy more than 50% of the Mechanics required to perform the task only if the overtime list at the Station, where the field service trip is needed, has been exhausted.

- E. No overtime shall be worked except by direction of the proper Management personnel of the Company.
- F. Unless mutually agreed otherwise, an Employee will not be called in for less than eight (8) hours of work on a scheduled day off.
- G. If, in an emergency situation, overtime is needed to meet the requirements of a field service trip and no Employees volunteer, Management may, in reverse seniority order, require Employees on duty to accept the field service trip.

Note: Emergency is defined as any need to deploy a Mechanic for a field service trip where known overtime will be incurred and the Mechanic must be deployed in 2 hours or less.

- H. If an Employee is required to remain on duty past the end of his scheduled shift and in doing so would impede him from getting eight (8) hours of rest before his next shift, his next shift start time will be extended to allow for eight (8) hours of rest. The Employee would then report to work and work the remaining hours of his normal shift, or he may, with Management approval, elect not to report to work for his normal shift. If approved not to report to work for his next shift the Employee's overtime will be protected. If Management requires the Employee to report to work, the Company will compensate him for the time missed during his shift. When more than one Employee is affected, reverse seniority will be used to determine who will be required to report to work.
- I. Employees who volunteer to pick up open overtime must work the entire amount of overtime that is posted. Employees that volunteer to pick up open overtime and by doing so would impede them from getting their required rest before the start of their next scheduled shift may be disqualified unless the Employee agrees to report for their next regularly scheduled shift.
- J. These rules may be revised when necessary provided mutual Agreement is reached between Management and the Chief Steward with a copy to, and subject to the approval of, the General Chairperson and the Director of Maintenance.

- P. A representative of the I.A.M.A.W. will be permitted to enter the facilities of the Company for a visit after notifying the Director of Maintenance or his designee. At no time will the visit disrupt the operation.
- Q. Instructors will be selected from Employees on the seniority list. Employees may apply for available instructor positions which will be posted by the Company. The Training Review Committee shall consist of one Instructor, one Management person and a Human Resources Representative. The Instructor on the Committee shall be chosen by the Union. The Committee members will attempt to reach a consensus on the most qualified candidate. The Training Review Committee may consider the qualifications of applicants and make recommendations before final selection by the Company.

- I. The Company will provide death and disability benefits applicable if the Employee suffers work-related death or other disability as a result of an explosion or accident during a bomb scare or maintenance test or ferry flight, in accordance with applicable Workers' Compensation laws and Company group insurance programs.
- J. A Supervisor may assist the Employee in order to maintain a flight departure time. A Supervisor may also assist in troubleshooting problems or training of Employees. The Supervisor will coordinate such activities with the lead Mechanic on duty. Supervisors will not perform Employee's work as covered by this Agreement to avoid payment of overtime or deny the Employee the right to perform their job.
- K. The Company agrees to continue its current practice of payroll deductions for Employees when a signed authorization form from an Employee is submitted to participate in any plan or program provided for under the terms of this Agreement or Company policy as it exists at the time of the deduction authorization. NOTE: Included in this paragraph will be the deduction of Local Lodge initiation fees.
- L. The Company and the Union will share equally the costs of printing this Agreement in sufficient quantities to provide each Employee covered hereunder with a copy. The Union may select the printer of its choice, provided, the costs are not out of line with generally prevailing rates.
- M. When the Company determines that more than one (1) Employee is to be provided with training, the opportunity for such training shall be offered in the order of Classification seniority (by Station) among those Employees to be trained on the shift where the work is to be performed.
- N. The Employee and family members will continue to receive pass benefits in accordance with the then current pass policy and the same benefits as afforded to any other Employee.
- O. The Company will continue to provide lockers to Employees for placement of personal belongings.

ARTICLE 6 – FIELD SERVICE

- A. Employees involved in field service, special assignment or training away from their home Station will receive an hourly per-diem allowance of one dollar forty five cents (\$1.45) per hour to cover all incidental expenses (excluding lodging and transportation costs) incurred during such assignments. The Company agrees that it will pay the same hourly per-diem as provided to other contract Employees, but no less than one dollar forty five cents (\$1.45) per hour. The per-diem allowance shall commence at the departure time of the Employee to field service, special assignment or training and will cease at the Employee's return time. The Company has the option to provide a credit card on field trips in lieu of per-diem.
- B. Upon application to the department Director or his designee, an Employee may be given advance per-diem by the Company to cover expenses while away from their home Station.
- C. In-Transit Time
 - 1. When an Employee receives a special assignment to attend Company authorized training or to fulfill temporary assignments or vacancies, the Employee shall receive compensation not to exceed eight (8) hours per day for time spent in traveling or waiting, at the straight time rate. If it is the Employee's scheduled day off, they will be compensated at the applicable rate. If such special assignment involves traveling after completion of his regular work for the day, he shall receive the applicable hourly rate for such hours spent.
 - 2. When an Employee receives an emergency work assignment away from the Employee's home Station, the associated travel and waiting time will be considered work time, except time not on duty and he shall be compensated at the applicable straight time or overtime rate.
- D. An Employee shall not be required to use their private vehicle on Company business, unless mutually agreed to. For any travel performed on Company business, Employees who use their private vehicle shall be paid at the Company policy rate per mile.

- E. When an Employee is sent alone on field service the Company will make arrangements to insure there is another individual on site to provide immediate communication and safety surveillance.
- F. When a field service trip is required and not expected to result in overtime then the Lead Mechanic may select the Employee(s) or seek volunteers.
- G. The Company will continue its practice of not requiring an Employee to travel on single engine aircraft.
- H. The Company will utilize part 121 or part 135 air carriers for all field service and training assignments. The Company will make available, upon request by the Shop Steward, a current list of approved air carriers. The Company will book Employees in accordance with current Company pass policy.

ARTICLE 24 – GENERAL AND MISCELLANEOUS

- A. If there should be any change during the life of this Agreement in Federal license requirements, Employees affected will be given a reasonable length of time, specified in such changed requirements, to obtain the license affected without change in pay status.
- B. If new equipment is put into service by the Company, all Employees affected shall be given reasonable opportunity to become familiar with the new equipment without change of classification or rate.
- C. The Company agrees to provide enclosed locked bulletin boards marked "I.A.M." at all work locations where it is possible to do so, for the posting of Union notices of meetings and other business matters. Nothing of a derogatory or inflammatory nature may be posted. The Steward shall be responsible for securing the bulletin board and ensuring that only appropriate I.A.M. meeting and business matters are posted.
- D. The Company will provide free parking at each work Station for Employees.
- E. This Agreement may not be amended or supplemented except by a written Letter of Agreement signed by an officer of the Company, or his designee, on behalf of the Company and a General Chairperson on behalf of the IAM.
- F. The Company will continue to consider instances of loss by fire, act of God, theft, or damage (beyond normal wear and tear) of a Mechanics tool box and contents on a case by case basis, and where warranted, will make appropriate reimbursement to the Employee.
- G. No Employee under this Agreement will be required to enter an aircraft or other area where it is known that there may be the threat of a bomb or other explosives. If the knowledge of such a threat is known by Company officials, the Employees will be informed immediately. However, an Employee may volunteer to perform these duties.
- H. No Employee will be required to participate in a maintenance test or ferry flight unless the aircraft has been properly released.

ARTICLE 23 – NO OTHER AGREEMENT

The Company agrees not to enter into any other Agreement, written or oral, with the Employees covered hereunder, individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE 7 – HOLIDAYS

A. RECOGNIZED HOLIDAYS

1. The Company recognizes the following holidays on dates established by federal law:

| | |
|------------------|------------------|
| New Year’s Day | Christmas Day |
| Thanksgiving Day | Independence Day |
| Memorial Day | Labor Day |

2. In addition to the above holidays, Employees who have completed the probationary period will be allowed two (2) personal days (8 or 10 hour shift) per calendar year, with an additional one (1) personal day (8 or 10 hour shift) for Employees with three (3) years of service with the Company. These personal days may be taken at any time, subject to seven (7) calendar days’ notice and Company approval. The days may be taken in hourly increments. The Company will respond within four (4) calendar days. The seven (7) days’ notice may be waived by the Company in the event of an emergency or as may be mutually agreed upon.

- B. To be entitled to receive holiday pay, the Employee shall have worked his assigned shift immediately preceding the holiday and also his assigned shift immediately following the holiday, unless excused by the Company or absent due to illness or injury certified by a physician. Holiday pay will not be paid to an Employee on a leave of absence or to an Employee scheduled to work on such holiday who is absent and is not excused by the Company or certified to be ill or injured and unable to work by a physician.

- C. Employees who work on one (1) of the foregoing holidays shall receive, in addition to holiday pay at their straight time rate, overtime rates applicable in accordance with Article 5 for the hours worked on such holiday. Should any holiday fall on an Employee’s day off, such Employee shall receive the applicable holiday pay.

- D. The manager or Supervisor of a Station, shop or shift will review the work load and flight schedule for each holiday prior to the holiday to determine whether the full complement of personnel is necessary. If it is determined that the full complement is not necessary, a notice

will be posted fourteen (14) calendar days before the holiday indicating the number of available positions to be worked. Any Employee who is scheduled to work and is interested in working the holiday must sign the list within five (5) calendar days. If there are an insufficient number of volunteers for the holiday, then Employees who are scheduled to work will be assigned in reverse seniority order.

E. Compensatory Days

1. An Employee who is required to work (scheduled to work) on a holiday may, at his option and upon notification to his Supervisor, elect to work at time and one-half rate on these holidays and receive one (1) paid compensatory (“comp.”) day off at his regular straight time rate for each day worked, in lieu of holiday pay.
2. Such time off must be taken as a comp/swap. Employee taking the comp. day off must arrange for another qualified Employee to work his shift. The Employee working his shift will be compensated at the straight time rate and must be able to work his own normal shift(s) as scheduled. The Company may, at its sole option, grant the comp. day request without requiring the comp/swap provisions based on the needs of service.
3. Employees not scheduled to work, or scheduled to work but not required to work, on the above mentioned holidays, will be compensated for the day equal to the number of regularly scheduled hours at their regular straight time rate and shall receive no additional time off, or may at his option receive one comp. day off at his regular straight time rate. Such time off will be taken as outlined in item #2 above.
4. Any Employee wishing to use a comp. day must provide the Company with no less than five (5) days and no more than fourteen (14) days written notice. The granting of a comp. day will be made no more than seven (7) days nor less than three (3) days before the day requested. When more than one Employee requests a comp. day, seniority under the Agreement will govern. Once granted, senior Employees will not be permitted to take comp. days already awarded to a junior Employee. If an Employee gives less than the minimum required five (5) day

ARTICLE 22 – SAVINGS CLAUSE

If any Article or section of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article or section should be restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section protecting the Employees’ rights.

ARTICLE 21 – MOVING EXPENSES

- A. Full time Employees who have passed their new hire probationary period and are covered by this Agreement shall be eligible for moving expenses only where the Company requires the relocation of Employees under the following circumstances:
 - 1. The Company closes down or reduces the work force at the Employee’s Station, and the Employee does not have sufficient seniority to remain at the Station.
- B. The Company shall reimburse moving expenses in accordance with the current Company Policy.

notice, the Company may, at its sole option, grant the comp. day request under the provision outlined in item #2 above.

- 5. The maximum number of comp. days to be accrued will be three (3) days. Thereafter, no further accrual will be permitted and the Employee will be paid the applicable rate for the holiday.
- 6. All comp. days not taken by December 31st in the year earned will be paid at the straight time rate of pay by January 31st of the next year.
- 7. The priority for the granting of comp. time off will be as follows: Personal Day (PDO), Day-at-a-Time (DAT) vacation then comp. day off (holiday).
- 8. Comp. time accrued through the last day of work will be paid to any Employee leaving the service of the Company.

ARTICLE 8 – VACATION

- A. The vacation year shall be from January 1st to December 31st.
- B. Vacation pay shall be computed on the basis of an Employee’s regular hourly rate at the time the vacation is taken.
- C. Vacations earned will be on a yearly basis based on the month in which the Employee was hired. An Employee who transitions to the next higher accrual will be able to, at the time of the vacation bid, bid the additional time. If an Employee resigns or is terminated after having received more paid vacation than he has earned, will have the excess deducted from his final paycheck.
- D. Vacation shall be earned in accordance with the following:
 - 1. After completing one (1) year of service, forty (40) hours of vacation will be earned.
 - 2. After completing two (2) years of service, eighty (80) hours of vacation will be earned.
 - 3. After completing seven (7) years of service, one-hundred twenty (120) hours of vacation will be earned.
 - 4. After completing fourteen (14) years of service, one hundred sixty (160) hours of vacation will be earned.
- E. Within fourteen (14) calendar days after completion of the shift and days off bids in accordance with Article 3(D), the Company will post a vacation bid list at each Station. The Employees in seniority order will bid for vacation periods or indicate their desire to take their vacation at a later time. An entire line of fifty-two (52) weeks shall be made available for vacation bidding by at least one (1) Employee by classification within the Station. A senior Employee will not be permitted to delay bidding so as to deny a more junior Employee an opportunity to bid his vacation. Each Employee will have no more than twenty-four (24) hours to bid their vacation or they will be bypassed. Once a senior Employee is bypassed, he will not be able to bid a period assigned to a junior Employee. If shift schedules change or an Employee bids a different shift or another Station, the Employee will retain their bid vacation if the period is available. An

ARTICLE 20 – RESERVED FOR FUTURE USE

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ARTICLE 19 – RETIREMENT

- A. The 401(k) Plan now in effect will remain in effect subject to the following:
1. Employees will be permitted to participate in the 401(k) Plan subject to the current eligibility requirements. Effective at the start of the first calendar quarter after the signing of this Agreement, the Company will contribute two percent (2%) of each Employee's compensation as defined in the Plan, without a matching contribution being required from the Employee.
 2. A Company matching contribution, as follows, will be implemented at the start of the first calendar quarter after signing of the Agreement:

| <u>Years of Service</u> | <u>Company Matching Contribution</u> |
|-------------------------|--|
| After 6 months | Fifty percent (50%) of the lesser of i) tax deferred contributions or ii) four percent (4%) of compensation. |
| After 18 years | Fifty percent (50%) of the lesser of i) tax deferred contributions or ii) eight percent (8) of compensation. |
 3. The 401(k) Plan will provide for participation, salary deferral, rollover contributions, self-directed investments and distributions. Vesting of the Company's contributions will occur after three (3) years of service (from the date of hire). Forfeitures of non-vested Company contributions will be used to offset future Company contributions.

Employee, with the Company's approval, may change or cancel their vacation period. Once the bidding is final, the list will be posted.

- F. Vacations are not cumulative and must be taken in the calendar year following the year in which they are accrued unless a scheduled vacation is deferred to the following year at the Company request. Vacation accruals in excess of forty (40) hours cannot be carried over into the next calendar year, unless scheduled vacations are canceled at Company request. Any DAT vacation which has not been used by the end of the calendar year due to the Company's request may be carried over into the next calendar year or paid out to the Employee, at his request, no later than the 2nd pay period in the month of January.
- G. Vacation days not bid in accordance with paragraph F above will be awarded any time during the calendar year on the basis of first come, first serve with fourteen (14) calendar day's written notice unless otherwise mutually agreed upon. If two (2) Employees ask for the period off at the same time, then the senior Employee (most time within the bargaining unit) will be given the time off. Seniority within the bargaining unit shall prevail when bidding vacations.
- H. Vacations may be taken on a day at a time (D.A.T.) basis. D.A.T. vacation may be taken singularly or consecutively. An Employee may request and will be granted D.A.T. vacation subject to the Company's prior approval. D.A.T. approval will be on a first come, first serve basis however, no request may be filed more than fourteen (14) calendar days in advance or less than five (5) calendar days prior to the day(s) off requested unless otherwise mutually agreed upon. If more than one (1) Employee on the same day requests the same day off and all requests cannot be granted, then the most senior Employee(s), based on seniority under this bargaining unit, will be given the day off.
- I. Vacation periods must be approved or denied by the Company within five (5) days of the request. If denied, a reason in writing must be given for the denial.
- J. An Employee who resigns and has given the Company fourteen (14) calendar days advance written notice of his intention to resign will be entitled to his earned vacation pay up to the effective date of resignation. An Employee who is discharged for cause, or who

resigns with less than fourteen (14) calendar days' notice, shall not be entitled to vacation pay.

- K. An Employee who is furloughed, is on leave of absence or enters military service shall be entitled to receive pay for unused vacation. Vacation pay will be prorated and paid out on the termination of the Employee. An Employee laid off or entering the Armed Services or who dies or retires shall be paid for accumulated vacation.
- L. If a holiday(s) specified in Article 7 falls on a normally scheduled work day within an Employee's vacation period, the vacation period may be extended by the same number of day(s) immediately preceding or following the scheduled vacation period at the Employee's request.
- M. Company seniority shall govern the award and selection of vacation days unless otherwise noted in this Article.
- N. A vacation will only be cancelled when the needs of service necessitate the postponement. Vacations will be cancelled in reverse seniority order when applicable. Prior to cancelling vacations, the Company will solicit requests for voluntary vacation cancellation. If an Employee's vacation is cancelled and the Employee has made a non-refundable deposit in reliance on the vacation schedule the Company will reimburse the Employee the deposit upon presentation of satisfactory documentation.
- O. If an Employee is denied a requested DAT day due to needs of service, and subsequently arranges for another qualified Employee to work in his place, the Employee who works in his place shall be paid for the day at his appropriate straight time and a DAT day will be paid to the Employee who has the day off. Any such request must be approved by the Director of Maintenance or his designee.

- D. Employees will be covered by long term disability benefits equal to fifty (50%) of their base pay, offset by social security disability benefits received, commencing after exhaustion of short term disability benefits and continuing for the duration of disability, until normal retirement age as determined by the Social Security Administration or death whichever occurs first.

ARTICLE 18 – INSURANCE

A. LIFE INSURANCE.

1. The Company will provide life insurance equivalent to one and one-half (1½) times the Employee's base annual earnings and accidental death and dismemberment coverage in an equal amount.
2. Subject of enrollment guidelines established by the insurance carrier, Employees will be eligible to purchase additional life insurance up to five (5) times annual earnings or a maximum of five hundred thousand and no/100 (\$500,000.00) dollars.
3. Premiums for additional life insurance may be payroll deducted.

B. HEALTH AND DENTAL

1. The Company will make available a medical and dental plan(s) with the same benefits as offered to management and non-contract groups. The current premium cost sharing percentage in effect on the date of signing will be locked in for the calculating of future premiums. At no time during the length of this Agreement will the insurance costs for Mechanic and related Employees be higher than the cost for other management and non-contract groups. Prior to any increases in insurance costs the Company will, upon, request, meet with the District 142 General Chairperson and confer over the increase, if any.
2. Health and dental care coverage will be made available to all Employees and their dependents without proof of insurability for up to thirty-one (31) days after completing their probationary period.

- C. Employees will be covered by a short term disability plan which provides benefits equal to sixty-six and two-thirds percent (66 2/3%) of their base pay up to the plan maximum, commencing after fourteen (14) days or exhaustion of their sick leave benefits, whichever is later, and continuing for twenty-six (26) weeks, in accordance with the terms of the plan.

ARTICLE 9 – SENIORITY

- A. Company seniority under this Agreement shall be defined as length of continuous service with the Company.

1. Classification seniority shall accrue from the time the Employee enters the classification (provided he successfully completes the probationary period) until he leaves that classification.
2. The date of entering a classification shall be established as one (1) day after the closing date of the bid, for seniority purposes only. The work classifications to be recognized for seniority purposes shall be available in electronic format at each Station. An Employee moving from a lower to a higher classification shall retain and continue to accrue seniority in all lower classifications in which he worked.
 - a. An Employee who is "involuntarily" moved into an equal or lower rated classification shall retain and continue to accrue seniority in his former classification. The Employee shall continue to be paid premium pay for thirty (30) days.
 - b. An Employee who "voluntarily" moves into a lower rated classification shall retain, but not accrue, seniority in his former classification provided such move occurs after the effective date of this Agreement.
 - c. An Employee who "voluntarily" moves into an equal rated classification shall retain and continue to accrue seniority in his former classification. For purposes of this paragraph, an Aircraft Mechanic and Avionics Technician will be considered equally rated positions.

- B. Classification seniority shall govern all Employees covered by this Agreement in preference of shifts, days off, furloughs, re-employment after furloughs, demotions, transfers, in bidding for vacancies of new jobs, and promotions provided that in each case, the Employee meets the qualifications for the job. (Seniority shall not be considered for promotions to Supervisory positions or positions not covered by this Agreement.)

- C. When retained in service after the probationary period, the names of such Employees shall then be placed on the seniority list for their respective classifications in accordance with Article 9 (A.)(2). To decide the position of two (2) or more Employees on the seniority list whose date of entry into a classification is the same, the following procedure will be used in the sequence as outlined:
1. Date of entering classification;
 2. Date of becoming a Company Employee;
 3. Employees will pick out one (1) card from one (1) suit from a deck of cards, ace being the highest card. Employees drawing the highest card will be first on the seniority list.
- D. All newly hired Employees for positions within the bargaining unit will be considered probationary Employees up until the end of their regular shift after one hundred eighty (180) calendar days of service. Employees on any type of leave including sick leave will not progress through the probationary period, during such leave. During the first sixty (60) calendar days of his probationary period, the Employee may be assigned shifts and duties without regard to seniority for the purpose of training and evaluating the Employee. At no time will this assignment cause a more senior Employee to be displaced from his current shift.
- E. All probationary Employees shall enjoy all benefits of the terms of this Agreement unless otherwise expressly provided for, except that the Company's discipline/discharge of a probationary Employee shall not be subject to the grievance procedure.
- F. All Employees permanently transferred to a new classification shall be subject to a probationary period of one-hundred and twenty (120) calendar days from the date of entering the classification, and during such probationary period, will be returned to his prior classification if the Company determines he is not progressing satisfactorily in the new position.
- G. An Employee will lose his seniority, and his name shall be removed from the seniority list and his employment with the Company terminated under the following conditions:

ARTICLE 17 – SAFETY AND HEALTH

- A. The Union and the Company agree to encourage Employees to observe all safety regulations and to work in a safe manner.
- B. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all buildings and working areas. The Union and Employees recognize their duty and responsibility to assist in maintaining safe, sanitary and healthful conditions in accordance with applicable laws.
- C. The Company and the Union will establish a Safety Committee consisting of Company and Union representatives at each main maintenance Station. The Company will recognize the Safety Committee and agrees to meet and confer with the Committee on a monthly basis if needed, to review safety issues and concerns including license revocation and F.A.A. fines levied on Employees. Safety issues brought to the Company's attention through mutual Agreement of the established Safety Committee will be responded to and an action plan in place within thirty (30) days. By mutual Agreement of the Safety Committee the time limit may be extended.
- D. The Company will make available to Employees the current safety data such as safety material data sheets (MSDS) on all materials in use by the Company.

ARTICLE 16 – WORK CLOTHING, TOOLS AND EQUIPMENT

- A. Two-piece uniforms will be issued and maintained by the Company at no cost to Employees, and Employees must wear the garments at all times when on duty, except as provided for in paragraph B.
- B. Employees may wear a white, dark blue, black, or red t-shirt, sweat shirt, hooded sweatshirt, long johns, or turtlenecks under their uniform shirts. Employees working in confined areas, out of public view, will be allowed to remove their uniform shirts provided they have an approved t-shirt on. T-shirts may bear the I.A.M.A.W. or US Airways Express logos only or they must be blank.
- C. Uniforms must be returned to the Company upon termination of employment. Upon failure to do so, the Company will deduct the uniform cost from the Employee's final paycheck.
- D. Rain gear will be made available at Company expense to Employees when they are assigned outside duties in inclement weather. Rain gear will be replaced on an as needed basis for all line maintenance personnel.
- E. The Company shall provide tooling and equipment necessary to perform specialized tasks.
- F. The Company will pay one-half (1/2) of the cost of either a winter parka or coveralls and a lined jacket. This will be handled through payroll deduction. Replacements will be provided on an as needed basis with the Company paying the full cost. The Company will continue its policy of procuring the garments.
- G. The Company agrees to provide all OSHA required safety equipment and gear.

- 1. Employee quits or resigns;
- 2. Employee is discharged for just cause;
- 3. Employee is absent from work for three (3) consecutive work days without properly notifying the Company of the reason for his absence;
- 4. Employee does not inform the Company in writing or by Company designated fax of his intention to return to service within three (3) calendar days of delivery of a certified letter of notice from the Company offering him re-employment. Laid off Employees shall not be required to accept a temporary job, and the Company shall notify the Employee(s) if a recall is for a temporary position;
- 5. Employee does not return to the service of the Company on or before a date specified in the notice from the Company offering him re-employment, which date shall not be prior to fourteen (14) calendar days after the delivery of the certified letter or overnight express mail with receipt of notice provided, however, that this paragraph shall not apply to offers of temporary work or recalled to another Station at time of layoff.
- 6. All notices required to be sent under this section shall be sent by certified U.S. mail, return receipt requested or overnight express mail with receipt of the notice provided, to the last known address filed by him with the Company. Employee is responsible to provide an updated address.
- 7. The Employee is not recalled after having been on lay-off status from the Company for a continuous period of thirty-six (36) months.
- 8. An Employee accepts gainful employment while on leave of absence, where said employment was not specifically authorized;
- 9. An Employee gives false reason for obtaining a leave of absence;

10. An Employee fails to return to work after medical leave or upon medical certification of ability to work. If there is a dispute concerning the Employee's ability to return to work; the dispute will be resolved by the opinion of a physician mutually agreed upon. The cost of such physician will be shared equally the Company and the Employee; and
 11. An Employee fails to return to work upon expiration of a leave of absence.
- H. All reductions in force shall be in inverse order of seniority by classification. Employees whom the Company intends to furlough will be given (14) fourteen calendar days advance notice or pay in lieu thereof, except in cases of emergency, strikes, acts of God or other causes beyond the control of the Company. The fourteen (14) calendar days' notice provision shall not apply to Employees displaced by furloughed Employees exercising their options as set out below. Furloughed Employees shall notify the Company of their option within five (5) calendar days, and displaced Employees will be notified as soon as possible, but with no less than five (5) days' notice thereafter. Furloughed Employees must exercise their options; to the extent they are available, in the following order, except that they may elect lay-off status without regard to the availability of other options.
1. An Employee who is furloughed or displaced from his classification may displace the most junior Employee in his classification at his Station. If there is no junior Employee in his classification at the Station, the Employee may displace the most junior Employee in a lower rated classification at his Station provided he has greater Company seniority.
 2. An Employee who is to be furloughed will be provided a list of junior Employees and vacancies at other Stations on the system.
 3. If no junior Employees or vacancies exist at the Station, the furloughed Employee may displace the most junior Employee in his classification, provided the Employee has greater classification seniority or a lower classification at another Station on the system provided he has greater Company seniority.
13. The designated Company member and Union members, acting jointly, shall have the authority to incur such expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the System Board (i.e. room rental, stenographic, Arbitrator) and such expenses shall be borne one-half (1/2) by each of the parties. Company and Union members will be granted any necessary leave of absence for the performance of their duties as System Board members. Employees of the Company who serve on the Board shall receive free round trip transportation over the Company system, on a space available basis in accordance with the existing Company travel policy, when traveling for the purpose of attending meetings of the Board.

Agreement, including the rendering of a decision by an Officer of the Company or his duly designated Representative.

7. Employees having a grievance being heard by the Board may elect to have Union representation. In the event the Employee chooses to be represented by some other representative, the Employee will be responsible for all the costs of such representative and for the expenses incurred by such representative, including expenses or fees attributable to witnesses called to testify before the Board. Neither the Union nor the Company will be liable for such costs. The Company and Union may be represented by any person or persons as they may choose and designate.
8. The Board may summon Employees of the Company to testify before the Board. No Employee, summoned to testify before the Board, will suffer a loss of pay or benefits. The number of witnesses summoned at any one time will not interfere with the operation of the Company.
9. A majority vote of the members of the System Board shall be necessary to make a decision. The decisions will be final and binding upon the Company, the Union, and the grievant(s).
10. 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.
11. The System Board shall maintain a comprehensive record of all proceedings and matters submitted to it for consideration, and of all findings and decisions made by it.
12. The Company and Union will assume the compensation, travel expense and other expenses of the Board selected by them. A witness, who is an Employee of the Company, shall receive free round trip transportation over the Company system, on a space available basis in accordance with the existing Company travel policy, when traveling from the point of duty or assignment to the point at which the Employee must appear is required to appear as a witness.

4. Furloughed Employee's shall retain and continue to accrue seniority. However, longevity for purposes of pay and vacation progression shall accrue for the first thirty (30) days.

- I. Recalls from furloughs shall be in order of classification seniority. Employees laid off from a Station will be offered the first right of recall prior to posting of any openings.
 1. In order to retain recall rights, the Employee must, at all times, keep the Company informed of his current address.
 2. An Employee recalled from furlough must advise the Company of his intent to return within three (3) days of receipt of the recall notice. The return date will be mutually agreed upon.
- J. An Employee offered recall from furlough to a different Station, will be provided transportation on the Company's system in accordance with Company pass policy for the purpose of visiting the Station to determine whether to accept the position offered.
- K. In the event an Employee's work is geographically relocated, he may either exercise his right to follow his work to the new Station, or utilize the provisions of Section H of this Article; provided, however, that Section H.1 may be utilized only if the Employee(s) who would be displaced are qualified to follow the work to the new Station.
- L. Effective as of January 1 and July 1 of each year, the Company will update the system seniority lists which shall contain, in their proper order, the names of all Employees in each job classification. Copies of seniority lists will be posted on all Union bulletin boards, and copies sent to Union Stewards. Employees shall have the ability as of the posting of a seniority list to protest within thirty (30) days, in writing, to the Company any errors, omissions, or incorrect postings affecting their seniority with the exception of typographical or administrative errors which may be corrected at any time.
- M. Employees promoted to Supervisory positions or transferred to other positions not covered by this Agreement will retain and continue to accrue seniority in the classification from which promoted for a period of one (1) year. At the expiration of the one (1) year period such Employee will lose all rights to return to the bargaining unit.

ARTICLE 10 – VACANCIES AND POSTED JOBS

- A. When a vacancy in a classification is posted at a Station the Maintenance Manager or his designee will pull the Preference Bid Sheets which indicate the Employees' choices for shift and days off. The most senior Employee in the classification at the Maintenance Station who selected the shift and days off of the vacant position will be awarded the position. The most senior Employee's position that was vacated will then be awarded to the most senior Employee with a Preference Bid Sheet on file for that shift and days off. The Bid process will then stop and the next opening will be filled by a transfer in, new hire or by temporary assignment.

Each Employee must complete their shift/days off Preference Bid Sheet and provide a copy to their Supervisor. The Preference Bid Sheets must be signed and dated by both the Employee and the Supervisor. An Employee may change and resubmit their Preference Bid Sheet at any time prior to a vacancy being posted. (Example: If a vacancy is posted on Tuesday, the cut-off date for submitting a Preference Bid Sheet would be the previous day which would be Monday.) Once the vacancy has been filled, Employees may submit a new Preference Bid Sheet.

- B. After the process described in paragraph A has been completed and the Company wishes to fill the job, notice of such vacancy shall be posted on the Company's bulletin board at all Stations for a period of seven (7) calendar days. Such posting will specify the classification, minimum qualifications, Station, shift, hours of service, shop, ("shop" is defined as the area of primary job duties) days off and the closing date. An Employee desiring to be considered for the job shall submit a bid during the seven (7) day period. Bids shall be submitted to the Human Resources Department on a standard Company form and must be dated and postmarked or received prior to the closing date of the posted vacancy.
- C. In filling a posted job(s) bids shall be awarded in the order of the following priorities, except for shift, work schedules or days off bidding.
1. Most senior Employee at any Station holding seniority in the job classification and meeting the minimum qualifications for the position; and

Arbitrators established by mutual Agreement between the Union and the Company. After a Panel Member has served for a period of two (2) years, either the Union or Company may request that such member be removed from the Panel. However, a member of the Panel may be removed during the term of this Agreement by mutual Agreement between the Union and the Company. When a change is made, either the Union or Company will select the new Panel member by the same method used to select the original Panel Member.

3. The System Board will meet at the Company's Corporate Office, unless otherwise mutually agreed between parties.
4. The System Board will have jurisdiction over disputes between any Employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any of its amendments.
5. The Board shall consider any dispute within the System Board's jurisdiction submitted to it by the General Chairperson or by an Officer of the Company or other authorized Representative, when such grievance has not been previously settled in accordance with the terms of this Agreement.
6. All grievances properly referred to the Board for consideration shall be addressed to the Board Members.

Each case submitted shall show:

- a. Question or questions at issue;
- b. Statement of facts;
- c. Position of Employee or Employees;
- d. Position of Company

When possible, joint submissions will be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board, which has not first been handled in accordance with the appeal provisions of this

may present a written and signed grievance to Management using a form supplied by the Union. This grievance must be presented, within ten (10) calendar days after management renders their oral decision to the grievant. The grievance must state the date of the event or occurrence, a description of the event or occurrence, and the desired remedy or resolution. Management will acknowledge receipt by initialing and dating the written and signed grievance. The Department Director or his designee will render his written decision within ten (10) calendar days after final discussion with the grievant or Steward. The decision will be communicated, in writing, to the Grievant with a copy to the Steward.

4. If the decision in Step 2 is not satisfactory to the Union, the General Chairperson may appeal the decision to the Director or designee, within fifteen (15) calendar days after receipt of the written decision rendered in Step 2. The appeal must be submitted in writing. The Director, or designee, will render the decision in writing within ten (10) calendar days after final discussion with the General Chairperson.
5. If the decision in Step 3 is not satisfactory to the General Chairperson, the General Chairperson may refer the grievance within thirty (30) calendar days, after receipt of the written decision, to the System Board of Adjustment for the Arbitration process as defined in Paragraph F.

G. System Board of Adjustment-Arbitration Process.

1. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment/Arbitration ("System Board") for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement and which are properly submitted to it after exhausting the Grievance Procedure for settling disputes as set forth under Article 15. However, by mutual Agreement, any cases properly referable to the System Board may be submitted to it in the first instance.
2. The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union, and one (1) selected for each dispute from a panel of seven (7)

2. Most senior Employee at any Station in any other classification meeting the minimums qualifications for the position.

- D. If no qualified furloughed Employees are available, the Company shall have the right to hire from the outside to fill the vacancy.
- E. A vacancy can be filled on a temporary basis in accordance with Article 10(A) for a period not to exceed forty-five (45) calendar days pending the posting and selection procedure. A vacancy which remains open at the close of a posted bid, because no one has bid the position, may be filled using the reverse seniority method.

A vacancy created by the extended absence of an Employee may be filled on a temporary basis in accordance with Article 10 (A), not to exceed ninety (90) calendar days, except by mutual Agreement of the Company and Union/District General Chairperson.

- F. When an Employee successfully bids a vacancy at another Station, it will be considered a voluntary move. A reasonable length of unpaid time mutually agreed upon will be allowed to report to the new Station.
- G. An Employee who submits a bid on an opening may withdraw the bid prior to the closing date, but may not rescind the bid thereafter. An Employee awarded a premium position may not bid on another position within the same Station for a period of six (6) months, unless mutually agreed upon. If an Employee is removed from a premium position for performance reasons, he may not re-bid the same premium position for a period of six (6) months.

ARTICLE 11 – SICK LEAVE AND OCCUPATIONAL INJURY LEAVE

- A. The purpose of sick leave is to protect Employees against loss of pay for time lost because of illness or injury not covered by worker's Compensation. Full time Employees shall accrue four (4) hours of sick leave for each month of active service cumulative up to a maximum of three hundred sixty (360) hours. Employees must be in a compensated pay status for eighty (80) hours in a month in order to accrue sick leave for the month.
- B. An Employee absent due to illness or injury outside of work shall be compensated for the time missed (exclusive of overtime) up to the extent of his sick leave credit, and such time will be deducted from his accumulated sick leave bank.
- C. It is agreed that the Union will cooperate with the Company wherever possible to combat any abuse of the sick leave provisions of this Agreement. Any Employee who uses sick leave for any other purpose than for illness/injury will be subject to disciplinary action by the Company, up to and including discharge.
- D. A new Employee shall begin to earn sick leave from the first day, but shall not be paid sick leave until they complete ninety (90) calendar days.
- E. An Employee who reaches sick leave accrual of three hundred sixty (360) hours may convert one hundred (100) hours of sick leave to fifty (50) hours of additional vacation. An Employee must use a minimum of one hundred (100) hours but no more than one hundred (100) hours at any one time to convert to vacation. The Employee will have the option to receive the cash equivalent in lieu of additional vacation days.
- F. Occupational injury benefits will be governed by applicable Workers' Compensation laws. It is the Employee's responsibility to report all such injuries to his Supervisor immediately. In the event an Employee is eligible for Workers' Compensation benefits and there is a waiting period before benefits commence, the Employee may utilize sick leave during the waiting period to the extent sick leave has been accrued. Should Workers' Compensation benefits subsequently be paid for the same period, the duplicate sick leave
4. No disciplinary action proceedings will commence, against an Employee, until the Employee is able to have a steward of choice present, if so desired. If an Employee desires a Steward of choice to be present, the Employee must orally advise the Company at the time any disciplinary action proceedings are initiated. The Employee will be allowed up to 24 hours, from the time of notification that a disciplinary action proceedings will commence, to have a Steward-of choice present. This time may be extended if approved by the Company.
- D. Employees have the right to review their personnel file upon reasonable request, during normal business hours, and in the presence of a Company Official.
- E. Except for a Final Written Warning letter, which shall remain in effect for four (4) years, all other disciplinary letters issued to an Employee will remain in effect for a period of no more than two (2) years from the date of the letter, provided there is no reoccurrence of the same or similar offense.
- F. Grievance Procedure:
1. A grievance is defined as any dispute between the Company and Union arising under the terms of this Agreement. The following procedure shall be used by Employees who have completed the new-hire probationary period, as defined in Article 9, and who believe they have not received just treatment from the Company (except in the case of discipline or suspension with loss of pay or discharge from the service of the Company as referenced in Paragraph C above) or that any provisions of this Agreement have not been properly applied. All issues arising from the same event or occurrence shall be considered a single dispute.
 2. Any Employee having a grievance (Grievant) or complaint in connection with the application of the terms of this Agreement, must, initially, have the grievance presented orally to Management in an effort to resolve the matter. A Grievant may orally present a grievance directly or have it orally presented by a Steward or other authorized Union Representative.
 3. If the Grievant is not satisfied with the initial Management decision regarding an orally presented grievance, the grievant

investigation will be communicated to the Employee no later than fourteen (14) days from the date the Company advised the Employee of the investigation. Should the Company need additional time for the investigation they will advise the General Chairperson, in writing, for the reason for requesting an extension of the investigation and the General Chairperson will not unreasonably deny such request.

2. Any Employee who has completed the new-hire probationary period, as defined in Article 9, and is disciplined to the extent of loss of pay or discharged from the service of the Company shall be granted a "Special Hearing". The request for a "Special Hearing" must be presented, in writing, to the Employee's Departmental Director, or designee, with a copy to the Chief Steward, and must be made within five (5) normal business days of such disciplinary action. The "Special Hearing" will be held at a mutually agreeable time at the Company's Corporate Office but no later than five (5) normal business days from the receipt of the request for the "Special Hearing". At the conclusion of this Special Hearing", the Director or designee will render their decision within two (2) normal business days. This decision will be communicated in writing, to the Employee with a copy to the Chief Steward.
3. If the decision is not satisfactory to the General Chairperson the General Chairperson may request a "Third Step Hearing". The request for a "Third Step Hearing" must be presented, in writing, to the Director or his designee, within ten (10) normal business days from the receipt of the decision. The Department Director or designee and the General Chairperson will mutually agree upon a date for the "Third Step Hearing". The "Third Step Hearing" will be between the General Chairperson and the Department Director or designee. At the conclusion of this hearing, the Department Director or designee will render their decision within ten (10) business days, in writing to the Employee with a copy to the General Chairperson. If the decision is not satisfactory to the General Chairperson, then the case may be processed in accordance with the Arbitration Procedure defined in Paragraph F. submission to the System Board.

will be deducted from the Employees' next paycheck and his sick leave bank will be credited accordingly.

- G. During an Occupational Injury Leave an Employee shall retain and accrue seniority; however, longevity for purposes of pay and vacation progression shall accrue only for the first thirty (30) days of such leave. An Employee may be on an Occupational Injury Leave for a period not to exceed three (3) years.
- H. Employees who leave the Company voluntarily with twenty-five (25) years of service or more may cash up to three hundred and sixty (360) hours of accrued sick leave at \$10.00 per hour. Should an Employee die while employed by the Company, the Company will cash-up to three hundred and sixty (360) accrued sick hours at \$10.00 per hour and pay to the Employee's beneficiary.

ARTICLE 12 – JURY DUTY

- A. When an Employee is called for service as a juror he will notify his Supervisor immediately and provide him with a copy of the Summons. He will be paid his regular straight time earnings for each day scheduled to work that he serves on a jury up to a limit of his regularly scheduled hours per day and forty (40) hours per week.
- B. For pay purposes, an Employee who serves over one (1) week shall endorse and turn over to the Company any pay received less travel expenses provided to him by the court.

Example: When an Employee is summoned to report to jury duty, his work schedule shall be considered to be Monday through Friday, day shift. If he is released from jury duty for the day, he shall immediately report to work at his assigned Station in order to complete a full work day.

ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE

- A. In order to provide for orderly and peaceful labor relations and for the effective handling of grievances under this Agreement, the Company and the Union shall recognize the following Representatives as participants in settling such grievances within the framework of this Article:
 - 1. The Union will provide Stewards at each Station, comprising of one (1) active Employee for each shift, with one (1) of these Stewards being the Chief Steward. These Stewards will be the primary contacts for dealing with Management to resolve grievances arising under this Agreement.
 - 2. The District 142 General Chairperson will represent the Union in proceedings with the Company. After giving notice to the Director of Maintenance or his designee, the General Chairperson shall be permitted to enter shops and facilities of the Company for the purpose of investigating grievances arising under this Agreement. At no time will the visit disrupt the operation. The General Chairperson may intervene at any step of the Grievance Procedure to represent the membership hereunder at the request of either the Company or Union.
 - 3. The Company will be represented by Officials who are authorized to resolve grievances.
 - 4. The Company and the Union will keep the other party advised of any change in their authorized Representatives.
- B. Any time limits, specified in this Article, may be modified, on a case by case basis, by mutual Agreement between the Company and the Union, unless otherwise restricted.
- C. Disciplinary Notification and Special Hearing
 - 1. No Employee who has completed the new hire probationary period, as defined in Article 9, will be disciplined to the extent of loss of pay or discharged without being advised, in writing, of the investigation involving the Employee within 14 days of maintenance management becoming aware of the incident upon which such charges are based. The outcome of such

accordance with the Family Medical Leave Act and Company Policy.

- I. Employees covered by this Agreement will, on approval of the director of Maintenance or his designee, have the ability to receive up to eighty (80) hours off (V.D.O.) per year. Requests will be granted, if available, on a seniority order basis within five (5) calendar days' notice.

ARTICLE 13 – DEATH IN THE FAMILY

- A. In the event of a death in the immediate family, time off with pay for up to three (3) work days, including the day of the funeral, will be granted to Employees who are in an active work status with the Company. The Company reserves the right to request verification of death.

Example: Employee has Friday, Saturday and Sunday as days off; if a death occurs on a Saturday, the Employee would be compensated for Monday as a day off with pay.

- B. For the purpose of this policy, the immediate family includes:

- Spouse
- Father-In-Law
- Grandchildren
- Son
- Mother-In-Law
- Grandparents
- Daughter
- Brother
- Brother-In-Law
- Father
- Sister
- Sister-In-Law
- Mother

Step-parents and a child for whom the Employee is a guardian and additional time off are to be handled on a case by case basis.

- C. Payment shall be at the Employee's regular rate of pay for his regularly scheduled shift hours (excluding overtime).
- D. Payment will not be granted for the Employee's normal days off.
- E. If a death in the immediate family occurs during an Employee's vacation, vacation time should be rescheduled upon Agreement between the Company and the Employee.
- F. Any additional time off due to unusual circumstances must be approved by the Company. Such time may be taken on an unpaid

basis, charged against vacation accrual or otherwise accounted for based on individual circumstances and manpower requirements.

- G. Employee will be given passes in order to attend the funeral outlined in this Article 13 in accordance with Company pass policy.

ARTICLE 14 – LEAVES OF ABSENCE

- A. When the requirements of the service will permit, any Employee covered hereunder shall, upon proper written application and approval of the Company, be granted a leave of absence in writing for a period not in excess of thirty (30) calendar days. No Employee on a leave of absence shall be gainfully employed without first having received in writing the approval of the Company.
- B. Such leaves may be extended for additional periods if approved by the Company.
- C. Employees leaving the Company's service and entering the U.S. Armed Forces during the term of this contract shall have his re-employment rights unimpaired in accordance with any applicable local, state or federal law.
- D. An Employee who is disabled due to illness or injury, and who has exhausted his sick leave benefits, will be granted a medical leave of absence for the duration of such disability, not to exceed three (3) years.
- E. During all approved leaves of absence, Employees shall retain and accrue seniority. However, longevity for purposes of pay and vacation progression shall accrue only for the first thirty (30) days of such leave.
- F. An Employee returning from an approved leave of absence shall be restored to his former job in accordance with his seniority if it still exists, or any other position where his seniority warrants in accordance with Article 9(H).
- G. An Employee covered by this Agreement who is elected to Union office or appointed to a full time position with the Union shall be granted a leave of absence for the term(s) of office. Benefits associated with employment will be the same as other Employees on unpaid leave of absence. The Union shall compensate the Company for health care benefits during the time of leave of absence.
- H. Maternity leaves shall be granted in accordance with applicable law. The Company will comply and grant leaves of absences in