



US AIRWAYS **IAM** FLEET SERVICE TERM SHEET

01 July 2014



IAM FLEET SERVICE TERM SHEET

This term sheet includes the terms and conditions tentatively agreed to which modify the May 8, 2008 LUS (Legacy US Airways) / IAM Fleet Service Collective Bargaining Agreement. All other terms and conditions contained in the May 8, 2008 LUS (Legacy US Airways) /IAM Fleet Service Collective Bargaining Agreement will continue to apply unless otherwise specified within this term sheet.

Language in bold and underlined is new language added to the CBA. Language that is struck-through and underlined has been deleted from the CBA.

Preamble	<ul style="list-style-type: none"> • <u>Change to reflect new ratification date</u> • <u><i>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</i></u>
Article 1 - Purpose of Agreement	<p>A. The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully for the attainment of these purposes. To further these purposes, the Company may request a meeting with the Union, or an International /<u>District</u> Representative of the Union may request a conference with the Company's Labor Relations Department at any time to discuss and deal with any general condition that may arise under the application of this Agreement. <u>Within thirty (30) calendar days the parties will mutually agree on a date for such meeting.</u></p> <ul style="list-style-type: none"> • <u><i>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</i></u>
Article 2 - Status of Agreement	<ul style="list-style-type: none"> • <u>See Attachment A: Seniority Integration Agreement dated 4/24/2013</u> • <u><i>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</i></u>
Article 3 - Scope	<ul style="list-style-type: none"> • <u>Job Protection – No furlough protection effective DOS: no employee will be furloughed to the street (providing the employee exercises his seniority to the fullest extent) as a result of any flight activity that may be transferred from LUS to LAA</u> • <u>Cross Utilization – The Company may utilize LAA employees to perform LUS Fleet Service work at any location where IAM and TWU represent Fleet Service Employees. In exchange for the cross utilization provisions contained within this paragraph the Company agrees to provide additional job protections as defined below:</u> • <u>Extend the Letter of Agreement regarding flight activity as described in the LUS CBA until a JCBA is ratified. When the calculation is done under the CBA, the Company will count all Mainline Jet Departures of the combined LUS/LAA as part</u>

	<p><u>of that calculation.</u></p> <ul style="list-style-type: none"> • <u>See Attachment B: MOU RE: Station Classification</u> • <u>Job Protection – No displacement: effective with the implementation of cross utilization at a specific station, no employee will be involuntarily displaced from that specific station</u> • <u>The job protections described above will apply only to those employees whose names appear on the Fleet Service System Seniority List as of the date of ratification of this agreement and shall not apply in circumstances where the Company's non-compliance is caused in substantial part by Conditions Beyond The Company's Control.</u> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 4 - Classification	<ul style="list-style-type: none"> • Fleet Service consists of the classifications groups of Mainline and MDA. Each classification group consists of the classifications of Fleet Service Lead Agent (Full-time and Part-time) and Fleet Service Agent (Full-time and Part-time). Mainline and (Mid Atlantic Group) Fleet Service work consists of Ramp Service, Operations/Tower and Central Load Planning (CLP). Separate duty assignments may be established. • <u>A.4. changed to A.5. to correct typo in 2008 CBA</u> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 5 - Hours of Service	<p>B. For open-time Agents, <u>a minimum of</u> four (4) scheduled days off must be provided within each two (2) week pay period, which may or may not be consecutive. The Company will make every effort to post open-time lines of work with two (2) consecutive days off each week. Where four-day work weeks are implemented, open-time Agents may be scheduled for four (4) scheduled days and three (3) consecutive scheduled days off.</p> <p>F. Shift periods for part-time employees in Class I stations shall be a minimum of three (3) and a maximum of six and one-half (6 1/2) hours per day. When part-time employees are scheduled for three (3) or more continuous hours, that shift may be inclusive of a one-half (1/2) hour unpaid meal period. A part-time shift exceeding six (6) hours will be inclusive of a one-half (1/2) hour unpaid meal period. The Company will make every effort based on the needs of service to schedule part-time shifts of at least four (4) hours. Shifts for part-time employees working a four-day work week shall consist of a minimum of three (3) and a maximum of six-and-one-half (6 1/2) hours per day.</p> <p>G. Shift periods for part time employees in Class II stations shall be a minimum of two (2) and a maximum of six and one half (6 1/2) hours per day. When part time employees are scheduled for three (3) or more continuous hours, that shift may be inclusive of a one half (1/2) hour unpaid meal period. A part time shift exceeding six (6) hours will be inclusive of a one half (1/2) hour unpaid meal period. Split shifts may be scheduled for part time employees in Class II stations. A maximum of two (2) duty periods covering no more than fourteen (14) hours (from the beginning of the first duty period to the end of the second) may be scheduled within a twenty four (24) hour period. A duty period must be a minimum of two (2) hours. There is no scheduled meal period within either duty period of the split shift. The Company will make every effort based on the needs of service to schedule part time shifts of at least four (4) hours. Shifts for part time employees working a four day work week shall consist of a minimum of two (2) and a maximum of six and one half (6 1/2) hours per day.</p>

Full-time shifts will include one (1) paid twelve (12) minute break during the first half of the shift and one (1) paid twelve (12) minute break during the second half of the shift.

Part-time shifts of five (5) hours or less, that do not contain an unpaid meal period, will contain one (1) paid twelve (12) minute break during the scheduled shift. Part-time shifts of more than five (5) hours, that do not contain an unpaid meal period, will contain two (2) paid twelve (12) minute breaks.

~~Employees will be granted one twelve (12) minute break period during the first four (4) hours of their work shift and one twelve (12) minute break period during the second four hours of their work shift. Employees working a four day work week will be granted one twelve (12) minute break period during the first half of their work shift and one twelve (12) minute break during the second half of their work shift.~~

I. H. Employees will be allowed an unpaid meal period not to exceed thirty (30) minutes as follows:

1. **For an employee working a full-time shift of eight- and-one-half (8 1/2) hours** ~~the Company will make every effort to schedule a meal period for full-time employees~~ within ninety (90) minutes before or after the midpoint of their scheduled shift. **For an employee working a full-time shift of ten-and-one-half (10 1/2) hours** ~~the Company will make every effort to schedule a meal period for full-time employees working a four day work week~~ within one hundred twenty (120) minutes before or after the midpoint of their scheduled shift.
2. **An employee working a Full-time shift employees, who are is** unable to take a meal period within the foregoing time span, will be provided a thirty (30) minute lunch period as close to the lunch period as possible. ~~If unable to take a meal period due to Company requirements, the employee will receive pay for the applicable meal period at a time and one-half (1 1/2 x) rate.~~
3. **An employee working a Part-time shift** containing ~~employees entitled to a meal period as described in Paragraphs F and G. above,~~ but who **are is** unable to take **a the** meal period due to Company requirements, will receive an additional thirty (30) minutes pay at ~~straight time~~ **the applicable** rates.

J. I. In the event that circumstances beyond the Company's control, e.g., acts of God, strikes, etc., cause the operation to be reduced or stopped, the Company may remove employees from the payroll without obligation of pay or severance. In circumstances where the operation is reduced or stopped, the Company will attempt to contact employees prior to the start of their shift to inform them not to report for duty. In the event contact is not made prior to the start of the employee's shift, full-time employees who have reported for work will be offered up to four (4) hours of work before being released. Part-time employees, who have reported for work under the above provisions, will be offered up to two (2) hours of work before being released. Employees will be paid for actual hours worked.

K. J. Separate work schedules will be posted for each applicable duty assignment. Award of work shifts, including scheduled start time, shift length and scheduled days off, shall be based on classification seniority.

L. K. **Employees will be given a minimum of fourteen (14) day's notice when a schedule rebid is to take place.** Work schedules are posted for bid by active employees, as far in advance as practical, or a minimum of seven (7) calendar days. The posting shall contain the scheduled start time, shift length, scheduled days off and effective date. Once the bidding process is completed, schedule bid awards will be posted a minimum of seven (7) calendar days prior to the effective date of the new work schedule. Employees unavailable to bid at their appointed bidding time, may bid by proxy, or by other means established locally.

Active employees who fail to bid will be assigned by classification seniority an available work schedule within the duty assignment after completion of the bid. Active employees who report late for bidding, but while the bidding process is ongoing, will be permitted to bid on remaining available lines at the time they report.

An employee on an authorized leave of absence or off due to occupational injury will be permitted to bid in a rebid of the work schedule provided the Company receives, prior to the start of the bidding period, a notice certifying his return to work date which must be within thirty (30) days of the effective date of the bid. If the leave is for medical reasons, the certification of return to work must be signed by the employee's treating physician.

M L. There shall be no rotation of shifts. All shifts will be fixed; however, each scheduled line of work may contain multiple start times.

N M. Work schedules will be rebid based on the needs of the service, approximately every one-hundred-twenty (120) days, or a minimum of three (3) times per calendar year.

O N. During a bid period, if it becomes necessary to temporarily adjust employees' work schedules, duty assignments, scheduled start times or scheduled days off, the following procedures shall apply:

1. When it becomes necessary to adjust scheduled days off; employees subject to adjustment will be given a minimum of five (5) calendar days notice.
2. When it becomes necessary to adjust scheduled start times, employees subject to adjustment will be given a minimum of forty-eight (48) hours notice.
3. Employees may be reassigned between duty assignments and job assignments on a given shift based on the needs of the service.

The Company will identify the affected employees, considering existing staffing levels in classifications, job assignments/duty assignments, starting times, and/or days off. Schedule adjustments and reassignments involving changes to shift start times, and/or days off be offered to affected employees in seniority order. Where there are insufficient volunteers, employees will be assigned in reverse seniority order.

In the event that these adjustments are expected to exceed thirty (30) days in duration, within the first thirty (30) days of such adjustment, the Company shall post the **fourteen (14) day notice for a work schedule rebid for** ~~in~~ the affected duty assignment ~~for rebid~~ as provided in Paragraph L K above.

P O. The Company will establish as necessary the number of Lead Fleet Service Agents and Fleet Service Agents for the needs of the service on each shift in all duty assignments at any station, subject to the terms of this Agreement.

Q P. Employees returning to active duty from an authorized leave of absence or occupational injury will be assigned to their previous duty assignment. Such employees who were not permitted to bid the most current work schedule may be assigned a shift and days off within their duty assignment consistent with their seniority. If needs of service do not allow the employee to be assigned a shift and days off consistent with their seniority, the Company will rebid the work schedule within thirty (30) days.

R Q. Employees transferring or displacing into the classification or duty assignment who were not permitted to bid the most current work schedule will be permitted to request, but may be assigned an available work schedule (shift start times and scheduled days off) within the duty assignment until the next work schedule rebid.

S R. Employees temporarily assigned to a higher classification shall receive the higher rate of pay for all time worked in such classification. Employees temporarily assigned to a lower paying classification shall not have their rates of pay reduced.

± S. Shift Trades

An employee may trade shifts or days off with another qualified **(as determined by local management)** employee in accordance with the following provisions:

1. The request must be in writing and signed by both employees involved (or submitted electronically where a location utilizes workbrain or a similar electronic reporting method). The request shall be submitted for approval to the immediate supervisor, or his designee, of the employee who initiates the shift trade.
2. The Company may at each location establish deadlines for submitting shift swaps, but such deadline will not be **earlier than 4:00 p.m. local time for any shift trade to be effective the following day. Local management may approve shift trade requests outside the established deadline. more than twenty four (24) hours prior to the shift to be worked.**
3. Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their regular work schedule.
4. Probationary employees are not eligible to participate under these provisions.
5. No overtime payment will be paid to an employee as a result of working another employee's shift under these provisions.
6. No request under these provisions shall be honored if found to be in conflict with state or federal law. This Paragraph shall immediately apply in any jurisdiction which may hereafter impose restrictions or require such overtime payment for such hours of work.
7. An employee who has agreed to work for another employee may ~~not trade the entire obligation to one (1) other employee. This shift trade will count towards the quarterly maximum as described in paragraph 10 below, and the shift cannot be further traded not exchange this obligation with any other employee.~~
8. Shift trades resulting in an overlap of up to one-half (1/2) hour may be approved subject to the needs of service.
9. Employees may work a maximum of sixteen (16) hours during a twenty-four (24) hour period as a result of shift trades, excluding meal periods. Employees will not be permitted to work double shifts (twelve (12) hours or more) on consecutive days as a result of shift trades except as provided for in the Letter of Understanding regarding 'Back to Back Shifts' dated March 10, 2003.
10. Employees may shift swap off their regularly scheduled shift up to twenty-six (26) times per calendar quarter. Local policy may be less restrictive. The number of shift swaps off afforded employees covered by this Agreement will not be more restrictive than those afforded other Customer Service Agents.
11. Employee shift swaps between classifications **will may** be allowed **subject to local policy.**
12. Employees may trade their full shift or a portion thereof, with no more than two (2) employees. The minimum partial-shift trade will be one hour. Partial trades must be in **one-half (1/2)-full** hour increments. Any partial-shift trade counts as

one towards the allowable quarterly shift trade maximum.

13. Shift trade start time exchanges on the same day will not count toward the twenty-six (26) quarterly shift swaps provided the starting times exchanged are both within the same shift premium starting time period (e.g., Shift 1 to Shift 1 or Shift 2 to Shift 2).
14. In circumstances where shift trades have been approved and where any employee who is scheduled to work for another employee is unable to do so, (e.g., due to leave of absence, transfer, termination, jury duty, schedule rebid, training, etc.), the Company reserves the right to cancel an approved shift trade provided seven (7) days notice is given to affected employees.
15. **Employees will be permitted to use accrued compensatory time to be compensated for approved shift swap off hours provided the employee requests the compensatory time at the time the shift trade is submitted for approval.**

Letter of Understanding

RE: Use of Compensatory Time for Shift Swaps Off

November 1, 2002

Randy Canale
President and Directing General Chairman
District 141 – I.A.M.A.W.

Dear Randy,

This letter will confirm our understanding regarding the use of compensatory time for shift swaps off.

The Company, at its sole discretion, by location, may include a provision in the local policy regarding compensatory time off that allows fleet service employees who shift swap off to use accrued compensatory time as compensation for the lost hours.

The Company may revise the local policy regarding compensatory time off, by location, at any time to discontinue allowing the use of compensatory time for shift swaps off.

Sincerely,

/s/E. Allen Hemenway
Managing Director – Labor Relations Ground

Accepted and agreed:

/s/Randy Canale
President and Directing General Chairman
District 141 – I.A.M.A.W.

- U T.** In cases where an employee is required to work a shift beginning less than eight (8) hours subsequent to the end of the day immediately preceding, the employee may elect to have the scheduled start time of his next shift adjusted to provide an off-duty period of a minimum of eight (8) hours. Employees electing to adjust the start time of their next shift may elect to extend their shift to provide for a full shift or to end their shift at the original end time of their shift and will be paid for hours worked. This Paragraph does not apply when the reduced rest period is a result of schedule rebids,

	<p>shift swaps or voluntary overtime.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 6 - Overtime	<p>C. Employees will be equalized for actual overtime hours worked and, if signed up on the overtime availability list, for actual overtime hours offered and refused and for those overtime hours for which the signed up and employee could not be contacted, <u>up to a maximum of 16 hours per day.</u> Employees who do not sign up on the availability list will not be charged any hours eligible to work for the purpose of equalization unless they work the overtime. <u>Daily overtime totaling less than 30 minutes will not be charged for equalization purposes.</u> Where availability lists are used, A list will be established for each duty assignment and only those employees signed up will be contacted. Separate lists may <u>will</u> be maintained for Lead Agents.</p> <p>D. Shift extension is overtime which is anticipated to be four (4) hours or less and is not the result of a part-time vacancy or absence. Shift extension overtime will be offered to those employees whose shift begins or ends closest to, but within four (4) hours, of the expected overtime need.</p> <p>Shift extension will be offered in the following order:</p> <ol style="list-style-type: none"> 1. <ul style="list-style-type: none"> • Employees in the duty assignment and classification • Signed up on the availability list (where utilized) • Having the lowest equalization 2. <ul style="list-style-type: none"> • Qualified employees in the classification but outside the duty assignment • Signed up on the availability list (where utilized) • Having the lowest equalization 3. <ul style="list-style-type: none"> • Employees in the duty assignment but outside the classification • Signed up on the availability list (where utilized) • Having the lowest equalization 4. <ul style="list-style-type: none"> • Qualified employees outside the duty assignment • On a voluntary basis 5. <ul style="list-style-type: none"> • Mandatory assignment as described in Paragraph U of this Article. <p>E. Overtime required as a result of full-time vacancies/absences and overtime required when additional shifts are necessary which exceed five (5) work hours will be offered first to full-time employees.</p> <p>Full-time overtime shall be offered in the following order:</p> <ol style="list-style-type: none"> 1. <ul style="list-style-type: none"> • Full-time employees in the duty assignment and the classification • Signed up on the availability list (where utilized) • Having the lowest equalization 2. <ul style="list-style-type: none"> • Qualified full-time employees in the classification but outside the duty assignment • Signed up on the availability list (where utilized) • Having the lowest equalization 3. <ul style="list-style-type: none"> • Full-time employees in the duty assignment but outside the classification • Signed up on the availability list (where utilized) • Having the lowest equalization

4.
 - Full-time employees outside of the classification and duty assignment (~~within Mainline Group~~)
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
5.
 - Part-time employees in the duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
6.
 - Qualified part-time employees outside the duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
7.
 - Employees in the duty assignment
 - On a voluntary basis
8.
 - Qualified employees outside the duty assignment
 - On a voluntary basis
9.
 - Mandatory assignment as described in Paragraph U. of this Article.

F. Overtime required as a result of part-time vacancies/absences and overtime required when additional shifts are necessary which are five (5) work hours or less will be offered first to part-time employees.

Part-time overtime shall be offered in the following order:

1.
 - Part-time employees in the classification and duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
2.
 - Qualified part-time employees in the classification but outside the duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
3.
 - Part-time employees in the duty assignment but outside the classification
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
4.
 - Qualified part-time employees outside the classification and duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
5.
 - Full-time employees in the duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
6.
 - Qualified full-time employees outside the duty assignment
 - Signed up on the availability list (~~where utilized~~)
 - Having the lowest equalization
7.
 - Employees in the duty assignment

	<ul style="list-style-type: none"> • On a voluntary basis <p>8.</p> <ul style="list-style-type: none"> • Qualified employees outside the duty assignment • On a voluntary basis <p>9.</p> <ul style="list-style-type: none"> • Mandatory assignment as described in Paragraph U of this Article. <p>G. Employees are considered eligible for overtime except when:</p> <ol style="list-style-type: none"> 1. Not available to work the entire overtime period (A one-half (1/2) hour overlap of the scheduled shift and overtime period shall be permitted except when needs of service do not permit. The one-half (1/2) hour overlap will be paid as part of the regular shift, and will not be considered part of the overtime shift); 2. Scheduled off for an entire shift for vacation, voluntary time off (VTO), training, authorized Company business, authorized Union business, jury duty, or compensatory time, sick leave (paid or unpaid), any type leave of absence (paid or unpaid), disciplinary suspension, bereavement leave, occupational injury leave (paid or unpaid), or mandatory reservist training with orders. In these instances employees will be ineligible for the entire day except that they may volunteer to work prior to mandatory assignment overtime; 3. On sick leave (paid or unpaid) for an entire shift, any type leave of absence (paid or unpaid), disciplinary suspension, bereavement leave, occupational injury leave (paid or unpaid), mandatory reservist training with orders. In these instances employees will be ineligible from the time the absence begins and remain ineligible until they return to work; 3. 4. Not qualified to perform the overtime work offered; 5. On a shift trade off for any hours that fall within their original scheduled shift (with management approval and based on needs of service, employees may be allowed a one-half (1/2) hour overlap of the overtime shift and the regularly scheduled shift that was traded off). <p>H. Open-time employees, on scheduled work day, are considered for overtime within the classification and duty assignment they are working. An open-time employee on a scheduled day off or an employee working as an "extra" will be considered available for overtime offered within the duty assignment the employee last worked on a regularly scheduled work shift except that shift trades are not considered.</p> <p>I. Transferred employees including change of station, in-station transfers, part-time to full-time, full-time to part-time and new employees, will use the average overtime hours in their new duty assignment for the purpose of equalization.</p> <p>Employees absent for more than twenty-one (21) fourteen (14) consecutive days will upon their return to work be assigned the average of the overtime equalization list or their previous overtime hours which ever is greater.</p> <p>K. When operational When operational conditions change which would no longer necessitate the overtime that has been awarded to an employee, such overtime may be canceled provided a minimum of four hours' notice is given. In the event overtime is canceled with less than four hours' notice, the employee awarded the overtime shift will be paid offered to work a minimum of four (4) hours work or the duration of the overtime period offered, whichever is less, work or the duration of the overtime period offered, whichever is less, at the applicable rate. This provision is not applicable to same day shift extension overtime which may be canceled at any time.</p> <p><u>When an error in overtime distribution is discovered four (4) hours or less prior</u></p>
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to the start of the overtime shift, the employee originally awarded the overtime shift will be offered to work a minimum of four (4) hours, or the duration of the overtime period offered, whichever is less, at the applicable rate. In addition, the Company will attempt to contact the correct employee in accordance with paragraph M below who will be offered to work the original overtime shift.

L. Employees who accept overtime will have ~~sixty (60)~~ **thirty (30)** minutes in which to relinquish the award. Following the ~~sixty (60)~~ **thirty (30)** minute period, employees will be responsible to work the overtime shift and may not trade this obligation with another employee.

M. Overtime equalization lists will be reset quarterly and maintained by duty assignment. Employees' names shall be listed in classification seniority order on all overtime equalization lists. **Overtime equalization lists will be posted in each station on a daily basis.**

1. Prior to making an overtime call, the Company will make available to the Shop Steward or Assistant Shop Steward a copy of the appropriate overtime distribution list. When no Shop Steward or Assistant Shop Steward is present, a copy of the list will be made available to the Lead Agent. Once the list has been made available, the Company will proceed to call overtime.

2. Employees will be contacted at the phone number on the equalization list or the availability list, **or may accept overtime in advance per local policy.** It will be the employee's responsibility to insure that these lists have the correct phone number indicating that the employee is to be contacted.

In the event of a no-answer or a voicemail answer for an employee who is on duty, the company will provide the employee a period of ten (10) minutes in which to respond. The company will continue to distribute available overtime shifts, but will reserve a number of like overtime shifts (same shift start time and duration) equal to the number of no-answers for on-duty employees, until each ten (10) minute time period expires.

3. In the event of "no ~~live~~ answers" **or a voicemail answer**, a second call will be made prior to moving on to the next employee on the list.

4. When overtime is offered the Company will make every effort to advise the employee of the duty assignment and where practical the work area within the duty assignment.

P. A daily overtime qualifier will be used to determine premium rates on work days. Workdays are defined as regularly scheduled or "shift swap worked" days.

1. There will be a minimum daily eight (8) hour overtime qualifier which must be satisfied prior to being eligible for overtime premium rates for hours worked at Company request on a scheduled workday. Employees are paid straight time rates for regularly scheduled hours worked and shift swap hours worked, regardless of the length of the shift.

2. The daily qualifier for determining overtime premium eligibility will include all regularly scheduled hours worked, plus any shift swap hours worked, **and any additional hours offered by the Company worked at straight time rates** up to a combined maximum of eight (8) hours.

3. After the daily overtime qualifier has been met, overtime will be paid at one and one-half times (1 1/2 x) the regular rate.

Q. A weekly overtime qualifier will be used to determine premium rates on days off. Days off are defined as "regularly scheduled" or "shift swap off" days.

1. There will be a weekly forty (40) hour overtime qualifier which must be satisfied prior to being eligible for overtime rates on any day off.
2. The forty (40) hour weekly overtime qualifier will only include regularly scheduled hours worked, additional hours offered by the Company worked at straight-time rates, lost time hours for Union business, paid vacation hours **including day-at-a-time vacation (DAT), paid compensatory time off**, plus shift swap hours worked not to exceed the total **of** shift swap off **and /or VTO** hours.
3. After the weekly overtime qualifier has been met, overtime will be paid at one and one-half times (1 1/2 x) the regular rate for the first eight (8) hours of overtime worked and two (2) times the regular rate for all overtime hours worked thereafter except as provided for in items 4 and 5 below.
4. Employees must work a minimum of four (4) hours at an overtime premium rate on their first regularly scheduled day off in order to be paid two (2) times the regular rate for all overtime hours worked on their second (or third) regularly scheduled day off.
5. Employees who shift trade to be off and who work on the day off, shall be paid a maximum rate of time and on-half (1 1/2) for the first eight (8) hours of overtime worked and two (2) times the regular rate for all overtime worked thereafter.

S. All overtime shall be computed **in one (1) minute increments.** ~~to the nearest tenth of an hour in six (6) minute increments.~~

U. Mandatory Assignment of Overtime

Mandatory overtime will only be used when the Company determines it is essential to meet the minimum needs of service and all voluntary options will be exhausted prior to utilizing mandatory overtime.

1. Required Coverage Period of Four Hours Or Less

When the required coverage period is expected to be four (4) hours or less, the additional hours will be assigned to employees in reverse order of seniority, in the following order.

- Part-time employees within the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- Full-time employees within the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- Qualified part-time employees outside the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- Qualified full-time employees outside the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- If no employees fall within the above parameters, then the distribution procedure described in Paragraph U.2, will apply.

In the above situations, employees may actually be assigned hours in excess of four as a result of the start/end time of their shift and the start/end time of the required coverage period. When this occurs, it is not a violation of this section of the policy so long as the required coverage period was expected to be four hours or less.

2. Required Coverage Period In Excess Of Four Hours

When the required coverage period is expected to be in excess of four hours, the

	<p>additional hours will be assigned to eligible employees in reverse order of seniority in the following order.</p> <ul style="list-style-type: none"> • Part-time employees within the duty assignment. • Qualified part-time employees outside the duty assignment. • Full-time employees within the duty assignment. • Qualified full-time employees outside the duty assignment. <p>3. Rotation of Mandatory Assignment</p> <p>A rotation method for the assignment of mandatory overtime may be established locally when the Company determines that mandatory overtime may be frequently required during specified periods of time. The rotation method used will be mutually agreed to by the Company and the Union.</p> <p>4. <u>The Company will make reasonable efforts to give employees a minimum of one (1) hour notice for mandatory overtime.</u></p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 7 - Seniority	<p>G. Shift Managers within the Customer Service group shall retain but not accrue all previous Fleet Service Classification and Pay Seniority. These employees will be eligible to utilize all retained Classification Seniority to return to the bargaining unit in the event of a reduction-in-force, or failure to pass probation in the new position provided their retained seniority places them senior to the junior full-time employee in the location. If not senior to the junior full-time employee in the station, these employees will be eligible to return to the bargaining unit on a system displacement. Additionally, with Director approval, these employees will be eligible to use accrued previous Classification and Pay Seniority to bid for system vacancies in the event of a voluntary or involuntary demotion.</p> <p>Managers in positions within the Customer Service group higher than shift manager shall forfeit all previous Fleet Service Classification and Pay Date Seniority.</p> <p><u>Paragraph G is also applicable to furloughed employees who accept manager positions within the Customer Service group.</u></p> <p>H. Employees who transfer to positions outside the bargaining unit, other than those described in Paragraph G above, shall retain, but not accrue, all previous Fleet Service Classification Seniority and Pay Seniority for a period of six (6) months following such transfer. Employees who wish to return to a Fleet Service position within six (6) months of the effective date of their transfer from Fleet Service or who are affected by a reduction-in-force, demotion, or failure to pass probation in the new position within this six (6) month period, will be eligible to utilize all retained Classification Seniority to return to their former position and location provided a vacancy exists in their former classification group. Under this Paragraph a vacancy is deemed to exist when the actual compliment of employees is below the authorized number and no award has been made to fill the vacancy. When no vacancy in their former location exists, employees will be eligible to bid for system vacancies during the six (6) month period. Following this six (6) month period these employees shall forfeit all previous Fleet Service Classification and Pay Date Seniority. <u>This paragraph is also applicable to furloughed employees who accept positions higher than a first line supervisor.</u></p> <p>Following this six (6) month period these employees shall forfeit all previous Fleet Service Classification and Pay Date Seniority.</p> <p>A furloughed Fleet Service employee who accepts a position outside of Fleet Service <u>the bargaining unit as a first line supervisor or below, excluding those described</u></p>

	<p><u>in Paragraph G above</u>, will continue to accrue Fleet Service Classification Seniority and will continue to maintain, but not accrue, all previous Fleet Service Classification and Pay Seniority for the duration of their recall. Should their recall rights expire or they refuse recall, they forfeit all previous fleet service classification and pay seniority.</p> <p>I. A system wide Fleet Service roster will be <u>made available electronically or</u> posted twice a year by no later than the last day of January and July each year. Seniority lists will indicate the employee's name, payroll identification number, Classification Seniority, Date of Hire Seniority, and last four digits of the employee's Social Security Account Number for each Fleet Service employee and include their domicile city. Station seniority lists will be posted at each Fleet Service work location at the same time as the system seniority roster reflecting local seniority order adjustments based on past policies that were in effect prior to this Agreement. Copies will be provided to the IAM Assistant General Chairman.</p> <p>• <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u></p>
Article 8 - Filling of Vacancies	<p>Full-Time Agent Vacancies</p> <p>A. Permanent full-time Agent vacancies which the Company decides to fill will be awarded in the following order:</p> <ol style="list-style-type: none"> 1. The senior full-time agent within the classification and group at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph EE of this Article. 2. The senior employee who possesses recall to a full-time position at the location. 3. The senior full-time or part-time employee with a system transfer bid on file to the location as outlined in Paragraph GF of this Article. 4. A new employee. <p>B. Lead Agent Vacancies</p> <ol style="list-style-type: none"> 1. Permanent full-time Lead Agent vacancies which the Company decides to fill will be awarded in the order below except that tower vacancies in PHL, CLT, LAS and PHX will be filled through a company selection process: <ol style="list-style-type: none"> (a) The senior qualified full-time Lead Agent within the classification group at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph E <u>E</u> of this Article. (b) The senior qualified full-time or part-time employees with a system transfer bid on file to the location as outlined in Paragraph GE of this Article. Employees on level two (2) or above of the progressive discipline or attendance control programs are not eligible to submit transfer bids for Lead Agent positions. (c) A new employee. 2. <u>Permanent part-time Lead Agent vacancies as described in Article 4, paragraph D which the Company decides to fill will be awarded in the order below.</u>

(a) The senior qualified part-time Lead Agent at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph E of this Article.

(b) The senior qualified part-time or full-time employees with a system transfer bid on file to the location as outlined in Paragraph F. of this Article. Employees on level two (2) or above of the progressive discipline or attendance control programs are not eligible to submit transfer bids for Lead Agent positions.

(c) A new employee.

2. 3 Successful Lead Agent bidders shall hold the job on a trial basis for a period up to one-hundred twenty (120) days in order to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability will be returned to the location, classification and ~~group~~ status previously occupied.

3. 4 Successful Tower Lead Agent bidders shall hold the job on a trial basis for a period up to two hundred seventy (270) days in order to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability will be returned to the location, classification and group previously occupied.

4. 5 Lead Agents demoted for cause will be reduced within their station to the Agent classification within their classification group providing they are senior to the most junior full-time Agent in the classification group in the station. Lead Agents demoted for cause who are not senior to the most junior full-time Agent in the station, will be displaced within the Agent classification and classification group as provided for under Reductions In Force. These employees are ineligible for bidding another Lead Agent vacancy for a minimum of one (1) year.

C. Part-Time Agent Vacancies

Permanent part-time vacancies which the Company decides to fill will be offered in the following order:

1. The senior full-time or part-time employee ~~within the classification group~~ at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph ~~FE~~ EE of this Article.

2. The senior employee who possesses recall to a part-time position at the location.

3. The senior full time or part time employee with a system transfer bid on file for the part-time position at the location.

4. A new employee.

D. In PIT, PHL, CLT, DCA, BOS, LGA, MIA, FLL, TPA, MCO, LAX, SFO and DEN, the Company may establish Ready Reserve employees not to exceed ten percent (10 %) of the total headcount or six (6) employees, whichever is greater. Ready Reserve employment will be offered as follows:

1. Ready Reserve employees will be paid either entry rate or at the Company's sole discretion, at the one year step of the pay scale. In the event that any ready reserve employee is paid at the one year step, then all ready reserve employees at that location are paid at the one year step.

2. Ready Reserve employees will not be eligible for health and welfare benefits.

~~pension, vacation, holidays or sick leave.~~

- ~~3. Ready Reserve employees will be scheduled by the Company based on needs of service up to a maximum of twenty (20) hours a week and are not subject to the provisions of Article 5 – Hours of Service.~~
- ~~4. Date of Hire Seniority for travel only will accrue for Ready Reserve employees.~~
- ~~5. Ready Reserve employees will not be eligible for overtime pay.~~
- ~~6. Ready Reserve employees will be considered as a new employee for transfer purposes to other positions within the Company.~~
- ~~7. Ready Reserve employees will be released when there is no work. These employees will not be eligible for furlough benefits or reduction in force options to displace to other positions within the Company.~~
- ~~8. Ready Reserve positions will not be considered as available positions for permanent employees affected by a reduction in force.~~

E D. Temporary Full-Time Vacancies

1. Temporary full-time Agent vacancies which the Company decides to fill will be offered as follows:
 - (a) The senior qualified employee ~~within the classification group~~ possessing recall to a full-time position ~~within the classification group~~ in the location who is currently working part-time ~~within the classification group~~ in the location.
 - (b) The senior part-time employee within the ~~classification group and~~ duty assignment.
 - (c) The senior qualified part-time employee ~~within the classification group~~ outside the duty assignment.
 - (d) The senior qualified employee ~~within the classification group~~ possessing recall to a full-time position **in the location** who is currently on furlough and has an in-station bid on file for the position.
 - (e) Assignment of the junior qualified part-time employee ~~within the classification group~~ in the location.
2. Temporary **full-time** Lead Agent vacancies which the Company decides to fill will be offered as follows:
 - (a) The senior full-time **agent employee** within the ~~classification group and~~ ~~within~~ the duty assignment where the vacancy exists.
 - (b) The senior qualified full-time **agent employee** ~~within the classification group and~~ outside the duty assignment where the vacancy exists.
 - (c) **The senior qualified part-time Lead agent in the location (if applicable).**
 - (d) **The senior qualified part-time agent in the location.**
 - (e) **Assignment of the qualified junior employee in the location.**
3. **In locations where part-time Lead Agents are permitted pursuant to**

Article 4D, temporary part-time Lead Agent positions which the Company decides to fill will be offered as follows: It is understood that temporary part time Lead agents will be counted in the sixty-eight (68) as permitted in Article 4D

(a) The senior qualified part-time agent in the location.

(b) Assignment of the qualified junior part time agent in the location

4. 3- Temporary ~~full-time~~ positions may be covered with temporary upgrades for a duration not to exceed one hundred eighty (180) days. By agreement of the Company and the Union, employees occupying temporary upgrades may be extended for a period not to exceed an additional one hundred eighty (180) days.

5. 4- In the event it is necessary to eliminate a temporary full-time position, the junior employee occupying a temporary full-time position will be reduced to his former status. **In the event it is necessary to eliminate a temporary part-time position, the junior employee occupying a temporary part-time position will be reduced to his former status.** When the position eliminated is not occupied by the more junior employee and a re-alignment between duty assignments is necessary, that realignment will be accomplished provided the more senior employee is qualified. **In the event of an involuntary assignment, the senior employee affected may request his former position in lieu of a junior employee.**

F. E. In-Station Transfer Bid File

1. Each covered station shall maintain a file for in-station transfer requests. Employees within the location desiring transfer to a different duty assignment within the classification ~~and within the classification group~~ are required to submit transfer requests on the appropriate Company form. In-station transfer requests will remain valid through December 31 of the year in which they are submitted. Transfer requests will be accepted on or after December 20 to be valid the next calendar year.
2. An employee with a bid on file will be awarded and required to accept the position and all other in-station transfer requests on file will be discarded.
3. An employee awarded an in-station transfer is required to remain in the new position and/or duty assignment for a period of six (6) months, but is eligible for system transfers.

G. F. System Transfer Bid File

1. The ~~Director of Station Administration~~ **Company** shall maintain a file for system transfer requests. Employees desiring transfer to positions in different locations or classifications ~~groups~~ are required to submit transfer requests on the appropriate Company form. System transfer requests will remain valid for a period of one (1) year from the date the request is received.
2. System transfer offers to other locations shall be communicated to the employee's station management. Employees will have until 5:00 p.m. Eastern Time the following business day to respond to the system transfer offer. Employees may file a proxy on the designated Company form with their Station Director/Manager, or his designee. The proxy will give the manager, or designee, the authority to accept or refuse the transfer offer on the employee's behalf in the event the transfer offer is made and the employee cannot be contacted within the time frame prescribed above. In the event the employee cannot be contacted and does not have a proxy on file, the employee will be

	<p>bypassed and will be considered to have refused the transfer offer.</p> <p>3. Employees refusing a system transfer offer will be prohibited from submitting a system transfer request to any location or classification group for a period of six (6) months and all other transfer requests on file will be discarded. The six (6) month restriction will be lifted prior to considering applicants from outside the Company.</p> <p>4. Employees awarded system transfers to other locations or classification groups will be scheduled to report for work at the new location immediately, but no later than fourteen (14) calendar days after notification of the award as determined by the Company. Reasonable time off up to three (3) days for relocation purposes to a different location may be requested by the employee and will be granted where appropriate as unpaid. These employees will pay all moving and settlement expenses.</p> <p>5. Employees awarded a system transfer are required to remain in the <u>awarded position and new location and classification group</u> for a period of one (1) year and all other transfer requests on file will be discarded. <u>Except that:</u></p> <p style="padding-left: 40px;"><u>(a) Part-time employees are eligible to submit system transfer requests for full-time Agent within the location.</u></p> <p style="padding-left: 40px;"><u>(b) Full time or part time agents are eligible for transfers to lead agent positions. except for full time Agent and Lead Agent positions within the classification group in the new location.</u></p> <p><u>H G.</u> An employee may submit as many in-station or system transfer bids as they wish except as otherwise provided for in this Agreement. Employees may also withdraw in-station or system transfer bids by written request to the appropriate Company official any time prior to being offered a transfer.</p> <p><u>I H.</u> Employees on level three (3) of the progressive discipline or attendance control programs are not eligible for any system transfers. <u>Involuntarily furloughed employees who are on level 3 of the progressive discipline or attendance control programs will have a one-time opportunity to be offered a system transfer to a full time or part time fleet service agent position, except as prohibited in Article 9.B.2(e) and 9.B.3(c).</u></p> <p><u>J I.</u> Employees transferring through the in-station or system transfer bid procedures will assume the available shifts/days off in the new location, position and/or duty assignment until the next schedule bid.</p> <p><u>K J.</u> <u>Probationary employees are ineligible for in-station or system transfer, except that a probationary employee will receive consideration before a new employee as outlined below.</u></p> <p><u>The Company will consider transfer requests on a case-by-case basis from probationary employees meeting the following criteria:</u></p> <ul style="list-style-type: none"> <u>⊖ 1. Completion of fifty (50) active calendar days of the one-hundred (100) active calendar day probationary period.</u> <u>⊖ 2. Employee has maintained a good work record.</u> <u>⊖ 3. The employee's transfer does not adversely affect staffing requirements in the vacating position.</u> <p><u>Based on these criteria the Company reserves the right to approve transfers for employees who have met these criteria.</u></p> <p><u>Letter of Understanding</u></p>
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	<p><u>Re: Probationary Transfers</u></p> <p><u>November 8, 1999</u></p> <p><u>Tom Miklavic</u> <u>Assistant General Chairman</u> <u>I.A.M.A.W.</u></p> <p><u>Dear Mr. Miklavic:</u></p> <p><u>The following will confirm our conversation regarding the transfer of probationary employees pursuant to Article 8, paragraph J of the fleet service contract.</u></p> <p><u>The Company will consider transfer requests on a case-by-case basis from probationary employees meeting the following criteria:</u></p> <ul style="list-style-type: none"> • <u>Completion of 45 active workdays of the 90-day probationary period</u> • <u>Employee has maintained a good work record</u> • <u>The employee's transfer does not adversely affect staffing requirements in the vacating position</u> <p><u>Based on these criteria, the Company reserves the right to approve transfers for probationary employees.</u></p> <p><u>Sincerely,</u></p> <p><u>/s/E. Allen Hemenway</u> <u>Director Labor Relations Ground</u></p> <p><u>Accepted and agreed:</u></p> <p><u>_____</u> <u>/s/Tom Miklavic</u> <u>Assistant General Chairman</u> <u>I.A.M.A.W.</u></p> <p><u>K.</u> Where the total complement of employees does not change within a station and classification within a classification group, but a reallocation of employees is required between duty assignments there is no vacancy deemed to exist for system bidding purposes.</p> <p><u>L.</u> The Union shall be notified in writing of the name, location, Seniority Date and effective date of each employee awarded a system transfer. The Company will post these awards at all stations on a monthly basis.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
<p>Article 9 - Reductions in Force</p>	<p>A. Station Workforce Realignment</p> <p>1. Full-Time Lead Agents</p> <p>When a station reduction requires a realignment of the existing full-time Lead Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open full-time Lead Agent lines exist. <u>within the classification group</u>. If there are no open full-time Lead Agent lines, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior full-time Lead Agents. <u>within the</u></p>

~~classification group.~~ If the affected employee is the junior **full-time** Lead Agent, he will be covered by Paragraph A.2 3 of this Article.

2. Part-Time Lead Agents

When a station reduction requires a realignment of the existing part-time Lead Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open part-time Lead Agent lines exist. If there are no open part-time Lead Agent lines, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior part-time Lead Agents. If the affected employee is the junior part-time Lead Agent, he will be covered by Paragraph A.4 of this Article.

3. Full-Time Agents

When a station reduction requires a realignment of the existing full-time Agent workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open full-time Agent lines exist ~~within the classification group.~~ If there are no open full-time Agent lines within the station, affected employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior full-time ~~employee Agent within the classification group.~~

Full-time employees who have completed their probationary period, but do not have sufficient seniority to hold a full-time position in the location will be covered by Paragraph B below.

When a station Agent full-time reduction is accomplished and a Lead Agent is among the affected employees based on Classification Seniority, then the Lead Agent will be displaced by the senior qualified full-time employee within the classification group who submits an in-station transfer bid to the Lead Agent position and duty assignment as outlined in Paragraph B.2 (c) of this Article.

4. Part-Time Employees Agents

When a station reduction requires a realignment of the existing part-time workforce between duty assignments, affected employees will be permitted to bid, in Classification Seniority order, available duty assignments within the station where open part-time lines exist ~~within the classification group.~~ If there are no open part-time lines, **affected** employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's junior part-time Agents ~~employees within the classification group.~~

Part-time employees who have completed their probationary period, but do not have sufficient seniority to hold a part-time Agent position in the location will be covered by Paragraph B below.

~~4. Employees affected by Reduction in Force who do not elect a lower classification group (MDA) will be ineligible to bid for those positions in their location for a period of twelve (12) months.~~

B. System Displacements

1. Individuals to be furloughed or displaced shall be given at least fourteen (14) calendar days notice, or ten (10) days pay in lieu thereof. However, such notice requirement may be waived in cases of an act of God, war emergency,

revocation of the Company's operating certificate, a grounding of Company aircraft, or any strike or picketing.

2. Full-Time Employees

(a) After station realignment of manpower has been completed as outlined in Paragraph A. of this Article, the affected junior full-time employees in the ~~classification group and~~ location based on Classification Seniority who have completed their probationary periods will:

(1) Be permitted to bid, in Classification Seniority order, available full-time Agent positions in other stations. If there are insufficient available full-time positions, **affected** employees may displace, in Classification Seniority order, the most junior full-time employees on the system; or

(2) Be permitted to bid, in Classification Seniority order, available part-time positions at the station. If there are insufficient available part-time positions, **affected** employees will be permitted to bid, in Classification Seniority order, the lines of work occupied by the station's most junior part-time Agents, **only if they are senior to the part-time** employee or

(3) Accept furlough.

~~(b) Full time employees may displace part time employees in their station, as described in Paragraph B.2 (a) (3) above, only if they are senior to the part time employee.~~

~~(e)~~ **b** In the event the system reduction includes employees occupying Lead Agent positions, then the affected Lead Agent will be displaced by the senior qualified full-time employee within the classification group who submits an in-station transfer bid to the Lead Agent position within three days of the reduction notice.

~~(e)~~ **c** Displaced full-time employees who are awarded full-time positions at other stations and who refuse the award will be deemed to have resigned from the Company.

~~(e)~~ **d** Furloughed employees will be prohibited from submitting system transfers for a period of twelve (12) months from the effective date of their furlough to any location offered during the displacement process that was not listed on their displacement bid. These employees are eligible to submit bids for system transfers for other locations. Employees will also be prohibited from submitting system transfers for a period of twelve (12) months to part-time positions in their location if they had sufficient seniority to displace to part-time.

~~(f)~~ **e** Employees who have not completed their probationary period will be released.

~~(g)~~ **f** Displaced employees are immediately eligible to submit bids for any system or in-station vacancy.

3. Part-Time Employees

(a) A reduction in the part-time workforce within a location shall be in reverse order of Classification Seniority. Part-time employees who have completed their probationary periods and are affected by a reduction-in-force (or displaced by an affected full-time employee from

the station) will:

- (1) Be permitted to bid, in Classification Seniority order, for available part-time positions in other stations; or
 - (2) Accept furlough.
- (b) Displaced part-time employees who are awarded part-time positions at other stations and who refuse the award will be deemed to have resigned from the Company.
- (c) Furloughed employees will be prohibited from submitting system transfers for a period of one (1) year from the effective date of their furlough to any location offered during the displacement process that was not listed on their displacement bid. These employees are eligible to submit bids for system transfers for other locations.
- (d) Displaced employees are immediately eligible to submit bids for any system or in-station vacancy.
- (e) Employees who have not completed their probationary period will be released.

C. Recall

1. Recalls of furloughed and displaced employees shall be in Classification Seniority order.
2. **Furloughed and displaced employees offered recall will have until 5:00pm Eastern time the next business day following the receipt of the offer in which to accept recall. Recall offers will be made by personal telephonic conversation or first class and registered US mail.** Employees who are recalled ~~from furlough~~ shall be required to report for duty within fifteen (15) days following the offer of recall.
3. Furloughed employees shall maintain recall for a period of four (4) years. Displaced employees shall maintain all recall rights. Furloughed employees will be responsible to provide their Station Directors/Managers with their current address and telephone number. Displaced employees who resign from any position with the Company shall forfeit all recall rights and shall have their names removed from the seniority roster.
4. Furloughed and displaced full-time employees shall have recall rights to full-time positions ~~within the classification group and station in the location~~ from which they were displaced. Furloughed and displaced full time employees shall have recall rights to part-time positions within the ~~classification group and station~~ from which they were furloughed/displaced only if they did not have sufficient seniority to displace to part-time.
 - (a) Furloughed and displaced full-time employees who refuse part-time recall shall forfeit any further part-time recall, but shall not forfeit full-time recall.
 - (b) Displaced full-time employees who refuse full-time recall to the station from which they were displaced will forfeit all recall rights to that station.
 - (c) Furloughed full-time employees who refuse full-time recall to the station from which they were displaced shall be deemed to have resigned their positions from the Company and shall have their names

removed from the seniority roster.

5. Displaced part-time employees who refuse part-time recall to the station from which they were displaced shall forfeit any further recall to that station. Furloughed part-time employees who refuse part-time recall to the station from which they were displaced shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.
6. Employee's furloughed/displaced from a location that is closing will be given the option of selecting a new location for recall ~~within the same classification group~~. The new location is chosen at the time the location closes and may only be changed if the employee is affected ~~in the same classification group~~ as a result of another location closing. Employees from closed locations will be placed on the recall list within their classification ~~group~~ for their new location, along with employee's furloughed/displaced from the location, in seniority order. These employees will also maintain all recall rights to the closed location.
- ~~7. Employees affected by furlough, displacement or a Reduction in Force who do not elect a lower classification (MDA) will be ineligible to bid for those positions in their location for a period of twelve (12) months.~~
- 8 7. Furloughed employees whose recall rights have expired shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.
- ~~9. Employees returning from involuntary furlough will return to the first step of the pay scale if the period of furlough is sixty (60) or more consecutive days.~~

D. Voluntary Furlough

1. Eligibility

- (a) Full-time and part-time employees are eligible to apply for voluntary furloughs when there are employees currently possessing recall rights to ~~the their~~ location **in the same status (full-time or part-time)** or during a displacement process.
- (b) Voluntary furloughs awarded by the Company will be awarded in seniority order within the location **and status (full-time or part-time)**. An employee requesting voluntary furlough will be advised that the possibility of recall to their position depends on the availability of an open position, their relative seniority, and the duration of their recall rights.
- (c) **Lead Agents requesting voluntary furloughs will be required to relinquish their Lead Agent positions and will be furloughed as Agents.**

2. Conditions

Employees awarded a voluntary furlough will:

- (a) Be placed on furlough and will retain recall rights for a period of four (4) years to a Fleet Service Agent position at the location **within the status (full-time or part-time)** from which they were furloughed;
- (b) Accrue Date of Hire/Classification Seniority for a period of four (4) years from the effective date of furlough;
- (c) Be advised that, the employee may be eligible for unemployment compensation **as** determined by their local unemployment agency;

- **(d)** Be eligible for system transfers. Employees who are awarded a system transfers to another locations will relinquish recall to the former location from which they took voluntary furlough;
- **(e)** Be eligible to bid for positions posted through the Career Opportunity Bulletin (COB) system. Employees on a voluntary furlough who are awarded a COB position will relinquish recall rights to their former classification and location;
- **(f)** Not be entitled to any furlough allowance;
- **(g)** Not be eligible to submit a request for a voluntary furlough for a period of twelve (12) months from the effective date of return to work from a previous voluntary furlough status;
- **(h)** Receive payment for or have applicable deduction for vacation;
- **(i)** Continue to be responsible for the employee's portion of applicable medical/dental and life insurance premiums for a period of ninety (90) days. The Company will continue to pay the Company's portion of the cost of the applicable medical/dental and life insurance for a period of ninety (90) days;
- **(j)** Receive on-line travel benefits for the employee and eligible family members for a period of twenty-four (24) months following the effective date of furlough. These employees are not eligible for travel benefits on other airlines and companion pass travel is not available during furlough.

3. Recall

- **(a)** Employees on voluntary furloughs will be placed at the bottom of the appropriate recall list for the location. **Employees may have their rightful position on the recall list reinstated (on the basis of applicable seniority) upon written notification to the Company on the appropriate Company form at least one (1) month prior to the requested effective date of reinstatement. When recall is reinstated, the employees will be eligible for recall in the same manner as other employees displaced from the classification and location.**
- **(b)** Employees may be recalled from a voluntary furlough if the needs of the Company dictate, in inverse order of seniority. Employees who refuse recall from voluntary furlough will be deemed to have resigned from the Company and have their name removed from the seniority roster.
- **(c)** Employees accepting recall to another location will relinquish recall rights to the location from which they took voluntary furlough.

- 4.** Employees, with five (5) years or more of credited service, who are awarded a voluntary furlough and who reach age fifty-five (55), may retire from voluntary furlough status and receive retirement benefits (e.g., medical, dental, and term pass benefits) provided that at the time of the retirement request there is an available system vacancy in the classification and status (full-time or part-time) that the employee occupied at the time they were granted the voluntary furlough and recall rights have not expired.

- **All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.**

Article 10 - Furlough Benefits	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 11 - Medical Examinations	<p>D. When an employee is removed from service by the Company as a result of his failure to pass the Company's medical examination and appeals such action under the provisions of this Article, he must, in order to be considered for lost time, appeal within fourteen twenty-one (14 21) days of receipt of the Company's medical examiner's report. If, under the provisions of this Article, his removal from service is ultimately found to be unwarranted, he will be paid retroactively for time lost in the amount that he would have earned in his regularly scheduled work shifts, except to the extent he has unreasonably delayed the medical examination process.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 12 - Leaves of Absence	<ul style="list-style-type: none"> • Second <u>A.</u> changed to <u>B.</u> to correct typo in 2008 CBA <p>G. <u>Military Leave</u>: Employees will be permitted unpaid leave from the Company for military service. Terms and conditions of the leave, and the return to duty, will be those established by law.</p> <p>Employees will receive a maximum of ten (10) paid working days off within a fourteen (14) calendar day period in a calendar year for reservist training that will not count against the employee's vacation. Employees working a four day workweek will receive a maximum of eight (8) paid working days off within a fourteen (14) calendar day period in a calendar year for reservist training that will not count against the employee's vacation. <u>Employees in reservist training as described herein will be considered on active status for the purpose of vacation and sick leave accrual during reservist training.</u> The Company will pay the employee the difference between his regular pay, excluding shift premium, and the amount received from the military. Employees will be required to provide the Company with a copy of their reserve training orders and will be required to submit to the Company proof of the amount of pay received from the military within seven (7) days after the employee returns. This amount (excluding expenses) will be deducted from the employee's next pay check.</p> <p>H. <u>Bereavement Leave</u>: Upon providing proper documentation, employees shall be allowed three (3) work days off without loss of pay if they suffer a death in their immediate family. Immediate family for the purposes of this Paragraph shall include: father or step-father (one only), mother or step-mother (one only), spouse, child, <u>step-child</u>, brother, sister, father-in-law, mother-in-law, the employee's grandparents, the employee's grandchildren or any legal dependent residing in the employee's household.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 13 - Sick Leave	<p>B. Accrued sick leave is used to compensate employees for absences due to personal illness, or injury only (off the job). Sick leave will not be used to supplement statutory benefits for OI. Employees eligible to use accrued sick time will be paid at fifty percent (50%) of the employee's scheduled hours for the first three (3) <u>(1st) sick day</u> of each occurrence and decremented at a fifty percent (50%) rate. Full-time employees who have eight hundred (800) <u>six hundred (600)</u> or more hours in their sick leave bank on the date of the sick leave occurrence and part-time employees who have one hundred (100) <u>seventy-five (75)</u> or more days in their sick leave bank on the date of the sick occurrence will be paid one hundred (100%) percent and decremented one hundred (100%) percent from their sick bank. Employees hospitalized overnight within the first three (3) days of any occurrence will have applicable sick leave days paid at one hundred (100 %) percent.</p>

	<p>G. The employee's current Catastrophic Bank, if any, will be converted to sick leave on January 1, 2000. Employees who have more than one hundred seventy-five (175) days in their sick leave catastrophic bank to be converted to sick leave days will maintain the higher amount and will not accrue sick leave days until such time that the employee's available sick leave bank is reduced below the one hundred seventy-five (175) day maximum cap.</p> <ul style="list-style-type: none">• <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>															
Article 14 - Holidays	<p>A. The following days are designated paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The holidays affected by the Federal Holiday Act are observed on the date established by Federal Law. Employees receiving furlough will not be eligible for holidays.</p> <p>Effective January 1, 2009, Martin Luther King Day will be added as a designated holiday.</p> <p>E. If a holiday falls within an employee's vacation period, he will receive holiday pay as outlined in paragraph F below in addition to vacation pay. eight (8) hours of extra pay at straight time rates in lieu of the holiday, whether working a five (5) day, or a four (4) day workweek and regardless of the shift length.</p> <p>G. Compensatory time may be accrued up to a maximum of forty (40) eighty (80) hours as described in Paragraphs F.1 and F.2 above. Requests for compensatory time off must be submitted subject to local policy and will be granted based on the needs of service.</p> <ul style="list-style-type: none">• <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>															
Article 15 - Vacation	<p>A. During the first calendar year of service, full-time employees earn eight (8) hours of vacation, and part-time employees earn one (1) day of vacation, for each full calendar month of employment, up to a maximum of eighty (80) hours for full-time and ten (10) days for part-time (no days are earned in June or October). In the first month of hire, credit will be given if hired on or before the fifteenth (15th) of that month. Probationary employees are not eligible for vacation credit or accrual until completion of ninety (90) workdays of service probation, at which time accrual will be retroactive</p> <p>B. Following the employee's first calendar year of service, the amount of vacation earned increases as the employee begins the years of service designated in 15.B.1 and 15.B.2 below:</p> <p>1. <u>Full-Time Employees - (effective January 1, 2009)</u> <u>Effective January 1, 2015</u></p> <table><tr><td>When Empls. Begin Their</td><td>Monthly Accrual</td><td>Max. Yearly Accrual</td></tr><tr><td>1st yr of service</td><td>8 hours</td><td>80 hours</td></tr><tr><td>5th yr of service</td><td>12 hours</td><td>120 hours</td></tr><tr><td>14th yr of service</td><td>16 hours</td><td>160 hours</td></tr><tr><td><u>25th yr of service</u></td><td><u>20 hours</u></td><td><u>200 hours</u></td></tr></table> <p>(Note: Employees do not accrue vacation in the months of June and October.)</p>	When Empls. Begin Their	Monthly Accrual	Max. Yearly Accrual	1st yr of service	8 hours	80 hours	5th yr of service	12 hours	120 hours	14th yr of service	16 hours	160 hours	<u>25th yr of service</u>	<u>20 hours</u>	<u>200 hours</u>
When Empls. Begin Their	Monthly Accrual	Max. Yearly Accrual														
1st yr of service	8 hours	80 hours														
5th yr of service	12 hours	120 hours														
14th yr of service	16 hours	160 hours														
<u>25th yr of service</u>	<u>20 hours</u>	<u>200 hours</u>														

~~Effective January 1, 2009,~~ **Effective January 1, 2015,** eligible part-time employees scheduled to work a five (5) day workweek for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for five (5) day workweeks. Eligible part-time employees scheduled to work a 4 (four) day workweek for the majority of weeks in the vacation accrual month, will accrue vacation as outlined below for four (4) day workweeks.

Should the part-time employee work an equal number of four (4) day and five (5) day workweeks in the accrual month, the employee will accrue according to the five (5) day workweek chart below. For the purposes of this provision, workweeks shall be considered within the month based on the first day of the workweek (Monday). For example, a workweek beginning on Monday, April 28, would be considered an April workweek to determine the accrual rate.

PART-TIME EMPLOYEES WORKING 5 DAY WORKWEEKS

When Empls. Begin Their	Monthly Accrual	Max. Yearly Accrual
1st yr of service	1 day	10 days
5th yr of service	1.5 days	15 days
14th yr of service	2.0 days	20 days
<u>25th yr of service</u>	<u>2.5 days</u>	<u>25 days</u>

(Note: Employees do not accrue vacation in the months of June and October.)

PART-TIME EMPLOYEES WORKING 4 DAY WORKWEEKS

When Empls. Begin Their	Monthly Accrual	Max. Yearly Accrual
1st yr of service	0.8 days	8 days
5th yr of service	1.2 days	12 days
14th yr of service	1.6 days	16 days
<u>25th yr of service</u>	<u>2.0 days</u>	<u>20 days</u>

(Note: Employees do not accrue vacation in the months of June and October.)

- G. Eligible full-time employees may elect to use up to **one-hundred-twenty (120)** ~~eighty (80)~~ hours, and eligible part-time employees may elect to use up to **fifteen (15)** ~~ten (10)~~ days, of earned vacation time to be taken as Day-At-a-Time (DAT) vacation as provided for in Paragraph **N.M.** Prior to bidding vacation for the following year, employees will be required to designate the number of vacation weeks they will bid and the number of DAT hours/days they will set aside.

~~M. Prior to implementation of this Vacations Article in January 1, 2000, employees with existing PDO/Reserve Bank balances must choose one of the following options:~~

- ~~1. Be paid for such balance at the employee's rate of pay on their last active day with the Company; or~~
- ~~2. Be paid for such balance as a lump sum payment in the first quarter of 2000; or~~
- ~~3. Convert the days to sick leave.~~

~~The above conversion will be accomplished on a one time basis and once the selection is made, changes after selection will not be permitted.~~

M. N. Employees will be required to bid a minimum of two (2) weeks vacation annually. DAT vacation requests must be submitted in writing by the employee no later than three (3) days prior to the requested day off. DAT vacation requests will be granted based on

	<p>the needs of service in seniority order within the classification, duty assignment and shift. An employee will not be eligible for DAT vacation when on a scheduled day off, a Company recognized holiday, during a scheduled vacation period, or during a shift swap to work.</p> <p><u>N. Q.</u> Upon an employee's termination or retirement from the Company, unused accrued vacation will be paid at the employee's current rate of pay. <u>Employees who have a negative balance upon termination or retirement will be required to repay the days through payroll deduction.</u></p> <p><u>O. P.</u> Employees who fail to bid will be bypassed. Bypassed employees who report late for bidding will be permitted to select from any remaining open vacation weeks at the time they report for bidding. Bypassed employees who fail to report for bidding during the bid process will be assigned vacation weeks from the remaining open vacation weeks.</p> <p><u>P. Q.</u> Employees who have a negative vacation balance at the end of the year <u>will be provided a letter indicating the number of negative hours, payroll deduction authorization and specified date for return of the signed payroll authorization.</u> or upon their resignation or retirement, Employees will be required to repay the days through payroll deduction. <u>have the option to repay the negative vacation balance by having the subsequent year's vacation accrual reduced by the negative vacation balance (hours for full-time employees and days for part-time employees). Payroll deductions will be at the employee's rate of pay on December 31 of the calendar year in which the employee ends with a negative balance and will be deducted as follows:</u></p> <ol style="list-style-type: none"> <u>1. If the negative balance is eight (8) hours or less, the repayment will be a one-time lump sum deduction; or,</u> <u>2. If the negative balance is more than eight (8) but equal to or less than eighty (80) hours, eight (8) hours will be deducted from each bi-weekly pay check until the negative balance is repaid; or,</u> <u>3. If the negative balance is more than eighty (80) hours, the total number of negative hours owed will be divided by ten (10) and that amount will be deducted from each bi-weekly pay check until the negative balance is repaid.</u> <p><u>Employees who do not return their payroll authorization letter by the required date, will have their subsequent year's vacation accrual reduced by the number of hours (or days for part-timers) equal to their negative balance. Employees who do not have sufficient unbid vacation days in the subsequent year to cover their negative balance will have the appropriate number of vacation days cancelled from their bid vacation.</u></p> <ul style="list-style-type: none"> <u>• All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 16 - Limited Duty	<p>Limited duty may be offered to employees for up to a maximum of sixty (60) workdays per injury or disability, as determined by the Company's Customer Service Limited Duty policy. An occupationally injured employee is required to accept a limited duty position provided he is qualified and the duties of the position do not exceed the restrictions provided by the employee's physician. The Company may assign a limited duty employee any work for which he is qualified.</p> <p><u>A. An occupationally injured employee is required to accept a limited-duty position within the company provided he is qualified and the duties of the position do not exceed the restrictions provided by the employee's physician. The Company may assign a limited duty employee any work for which he is qualified.</u></p> <p><u>B. Limited duty positions are offered to the extent that meaningful work is available, as follows:</u></p>

	<ol style="list-style-type: none"> 1. <u>Limited duty positions may be filled by employees who are restricted in performing their job duties as a result of occupational injury.</u> 2. <u>Limited duty positions are offered, when available, for up to a maximum of sixty (60) workdays per injury.</u> 3. <u>The assigned limited duty position will not exceed the restrictions as provided by the employee's physician.</u> 4. <u>Employees working limited duty positions are eligible for shift trades or overtime only if they are fully qualified for the duties of the position.</u> 5. <u>Employees required to work limited duty may have their assigned days off changed effective any Monday following the date the employee is released to limited duty provided the employee is given a minimum of five (5) days' notice.</u> 6. <u>Employees required to work limited duty may have their assigned scheduled shift changed, provided the employee is given a minimum of forty-eight (48) hours' notice.</u> <p><u>C. Required doctors and therapy appointments associated with the injury or disability while on limited duty should be scheduled around work hours. If employees are unable to do so, they will be given the option of using their accrued sick leave for the time missed to attend the appointment(s) or take unpaid time.</u></p> <p><u>D. Where there are insufficient limited duty positions available, open limited duty positions will be awarded in seniority order.</u></p> <p><u>E. An employee required to leave work to receive immediate medical attention as a result of an occupational injury will be paid for all remaining regularly scheduled and swapped on hours not worked that day.</u></p>
Article 17 - Probation	<p>A. An employee shall be on probation for the first ninety (90) active workdays' <u>one-hundred (100) calendar days of active service.</u></p> <p>D. Probationary employees are not eligible for vacation or sick leave credit or accrual until completion of ninety (90) workdays' <u>one-hundred (100) calendar days of active service</u>, at which time vacation and sick leave accrual will be retroactive.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 18 - Uniforms	<p>D. Employees may purchase uniform pieces in addition to the required basic issue <u>or optional uniform pieces</u> at their own expense at any time. <u>Payment for additional basic or optional uniform pieces will be a one-time lump sum or four (4) equal payroll deductions, at the Employee's option.</u></p> <p>I. Optional uniform pieces may be purchased by employees. Payment for optional uniform pieces will be a one-time lump sum payroll deduction.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>

Article 19 - Shift Definition	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 20 - Grievance Procedures	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 21 - System Board of Arbitration	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 22 - Insurance	<ul style="list-style-type: none"> • <u>See Attachment C: Excise Tax Letter</u> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 23 - Pension	<ul style="list-style-type: none"> • <u>Increase pension contribution rate by \$0.10/hr. for Full time and Part Time employees</u> • <u>All economic improvements will become effective on the 1st Monday of the 1st pay period following the effective date of the agreement</u> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 24 - Training and Travel	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 25 - Safety and Health	<p>A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities and to maintain at all times a registered first aid station to take care of its employees in case of accident, <u>injury</u> or illness.</p> <p>The Company agrees to furnish good drinking water, and sanitary fountains will be provided. The floors of the toilets and break rooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions. Break rooms will be lighted, ventilated and heated in the best manner possible, consistent with the sources of heat, ventilation and light available. Individual lockers will be provided for employees where facilities currently allow.</p> <p>B. The Company, Union and employees will cooperate towards a <u>the</u> prevention of work related accidents, <u>injury or illness</u> and the furtherance of an aggressive safety program.</p> <p>A Safety Committee will be established at each location where employees hereunder are based. Such Committee shall be comprised of one Company and one Union representative. In any location with two hundred seventy-five (275) or more Fleet Service employees, there shall be two <u>(2)</u> members from both the Company and the Union. Unless agreed to otherwise, the Safety Committee shall meet at least once a month to resolve safety issues and review corrective action taken for all lost time accidents which may have occurred.</p> <p>At Pittsburgh, a Union Safety Committee comprised of two (2) members shall be established to investigate and handle safety complaints/issues which are not properly resolved or cannot be resolved by the Union Safety person and the management from the shop or department where the condition exists. Reasonable time without loss of pay will be</p>

	<p>allowed Union members of the local Safety Committee at PIT and other locations to investigate and handle safety complaints related to their location. Union Safety Committee members will request such time away from work from their immediate supervisor, who shall authorize the leave, as the service allows. Committee members will return to their work places promptly following conclusion of safety related activities. Within five (5) workdays following the investigation, the Union members of the Committee shall provide a written report of the investigation to their immediate supervisor with a copy to the Ground Safety Department.</p> <p>Union members of the Safety Committee will function in an advisory capacity and will be informed of all lost time accidents. The Union Safety Committee will be given advance notification of testing and will be provided with the results of environmental air, noise and contaminants testing. The Company will post such results in the appropriate location in non-technical terms. The Company shall continue to post OSHA Form 200 for review by the Union at each of its locations.</p> <p>The Safety Committee may <u>shall be permitted to</u> monitor the Company's application and compliance with State, Municipal and Federal safety and sanitary regulations. The Safety Committee may also make recommendations for the maintenance of appropriate safety and sanitary standards.</p> <p>Both the Union and the Company shall encourage employees to utilize the Safety Committee for all unresolved safety related matters.</p> <p>Both the Union and the Company shall cooperate in seeking resolutions to help reduce the accident frequency and severity rates.</p> <p><u>In the event of a work place accident that results in loss of life, or limb, the Union Safety Director shall be notified by the Company of the incident as soon as possible by e-mail, text message and /or phone call. Upon notification the Union Safety Director shall be deployed to the accident scene on a space positive basis and be permitted to conduct an investigation, in conjunction with the company, of the accident on behalf of the injured member.</u></p> <p><u>F. The Company and the Union intend to continue the cooperative relationship between the Company's Employee Assistance Program and the IAM Employee Assistance Representative.</u></p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 26 - Part-time Employees	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 27 - Union Shop and Dues Check off Agreement	<ul style="list-style-type: none"> • <u>No change to current language</u>
Article 28 - General and Miscellaneous	<p>A. Service records shall be maintained for all employees by the Company. An employee and his Union representative will be granted access to the employee's individual personnel records when properly requested in writing by the employee. Management reserves the right to be present when employee personnel records are reviewed. This review may be accomplished prior to any grievance hearing and copies of relevant documentation will be provided.</p> <p>Level I, and II <u>and III</u> disciplinary letters issued to employees covered by this</p>

	<p>Agreement shall not remain in their personnel record for a period of more than twelve (12) active months except when associated with a higher discipline level. In such cases, the disciplinary letters will remain until the expiration of the higher discipline level.</p> <p><u>Level III disciplinary letters issued to employees covered by this Agreement shall not remain in their personnel record for longer than the effective period of discipline.</u></p> <p>E. The Company will authorize reasonable space positive travel (on a self-book basis) for up to <u>five (5) seven (7)</u> union officials, providing that:</p> <ul style="list-style-type: none"> • Such officials are employees or retirees of the Company, and • Are on full time union leave, and • Where the majority of their Union duties are related to the Company. <p>Such space positive travel is only authorized where the purpose of the travel is all or substantially all related to the Company. Space positive travel is not authorized for commuting, or any union business including but not limited to training and union conventions. Officials authorized space positive travel will be required to complete a monthly summary (no later than 10 days from the close of the previous business month) detailing all space positive travel in the applicable month.</p> <p>F. Fleet Service employees will be considered for vacancies outside the scope of this Agreement consistent with the <u>Career Opportunity Bulletin program internal job posting program</u> or transfer policy in effect at the time of the vacancy.</p> <p><u>M L.</u> The Company shall modify its policy regarding drug testing to provide that the first confirmed positive drug test will not automatically result in termination.</p> <ul style="list-style-type: none"> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article - 29 Amendments to the Agreement	<ul style="list-style-type: none"> • Either party hereto may, at any time, propose in writing to the other party an amendment(s), which they may desire. For such amendment to be valid there must be written agreement between the Vice President, <u>of Labor Relations, or his/her designee,</u> and the Designated Union official. Amendments made in any other manner will not be recognized. This would include letters of interpretation, whether local or system-wide. • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 30 - Compensation	<ul style="list-style-type: none"> • <u>DOS increase 9.53% increase to TOS base rate of pay</u> • <u>DOS increase 3.0% increase to base rate of pay all steps below TOS;</u> • <u>Effective 9/12/2014 2.1% increase to base rate of pay all steps</u> • <u>Effective 9/12/2015 2.1% increase to base rate of pay to all steps or the Industry Pay Rate Adjustment whichever is greater; the result of which may not exceed the rate at the same step on the LAA scale (following the LAA adjustment). Since steps 10 & 11 of the LUS scale have no comparator LAA step, the percentage increase derived from the top of scale adjustment will apply to these steps</u> • <u>Base rates of pay effective 9/12/16 – In the event a Joint Collective Bargaining Agreement (JCBA) at the New American Airlines has not been ratified prior to 9/12/16, a 2.1% increase to base rates of pay will be applied and the amendable date of the agreement will be extended by one (1) year</u>

	<ul style="list-style-type: none"> • <u>Base rates of pay effective 9/12/17 – In the event a JCBA at the New American Airlines has not been ratified prior to 9/12/17, a 2.1% increase to the base rates of pay will be applied and the amendable date of the agreement will become 9/12/18</u> • <u>Increase Lead Agent premium to \$1.25 per hour DOS and to \$1.50 per hour on September 12, 2014</u> • <u>Each Full Time Employee will receive a \$1500.00 signing bonus after ratification and each Part Time Employee will receive a \$750.00 dollar signing bonus;</u> • <u>The signing bonus will be paid within 30 days following ratification. In order to be eligible to receive the signing bonus an employee must be in an active pay status on the date of ratification (employees on union, military and FMLA leave will be considered active) and have been active at least nine (9) of the twelve (12) months prior to date of ratification.</u> • <u>All economic improvements will become effective on the 1st Monday of the 1st pay period following the effective date of the agreement</u> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Article 31 - Duration	<ul style="list-style-type: none"> • <u>Three (3) year agreement from DOS (Date of Signing), unless extended in accordance with Article 30 – Compensation</u> • <u>All Other Language, Terms and Conditions of the May 8, 2008 Collective Bargaining Agreement not mentioned here remains as written.</u>
Voluntary Early Out Program (VEOP)	<ul style="list-style-type: none"> • <u>In the event of a headcount overage or the need for a reduction in force which occurs prior to ratification of a JCBA for the combined LUS-LAA Fleet Service employees, the Company will offer active employees and employees on authorized Union Leave of Absence the opportunity to participate in a Voluntary Early Out Program as follows:</u> <ul style="list-style-type: none"> ○ <u>Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction</u> ○ <u>The maximum number of VEOs (Voluntary Early Outs) offered in a location, classification and bid area will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area</u> ○ <u>Full Time employees awarded a VEOP will receive a lump sum payment of \$22,500.00 and Part Time employees will receive \$14,500 within thirty days of the employees release date</u> ○ <u>In addition to lump sum payment, employee will receive any severance allowance as outlined in Article 10 of the Fleet Service agreement</u> • <u>This Lump sum payment will not have any impact on the “Sick Leave Buy Back” policy currently in place</u> • <u>The lump sum payment and the severance shall not subject to pension contributions</u>

Other	<ul style="list-style-type: none"> • <u>IAM agrees to file a Single Carrier Application with the NMB within thirty (30) days from date of ratification of this agreement</u> • <u>The Company will be prepared to commence JCBA negotiations within thirty (30) days from date of ratification</u> • <u>Remove Letter on Page 136:</u> War/Terrorism Contingency In the event that (a) the U.S. invades Iraq (meaning that the U.S. initiates a sustained aerial bombardment of those parts of Iraq that are not within the current no fly zone or introduces substantial numbers of ground troops into the territory of Iraq), or (b) there is an act of terrorism which in either event has a material adverse impact on commercial aviation, there will be an immediate 5% pay deferral implemented for all employees for up to 18 months. The deferral will begin to be repaid starting in the first month following the end of the deferral and will continue to be repaid in as many monthly installments as were covered by the deferral. In the event that US Airways Group reports a pretax profit with respect to any quarter during which they pay deferral is in effect, the deferral will immediately stop and repayment will begin in the next month to continue for the same number of months as were included in the deferral. • <u>The Letter of Agreement on page 148 of the CBA, "Four-Day Work Week Schedules", will be modified in accordance with the terms of this agreement.</u>
Definitions	<ul style="list-style-type: none"> • <u>Conditions Beyond The Company's Control" shall include, but not be limited to, the following: (1) an act of God; (2) a strike by any other company employee group or the employees of a Commuter Air Carrier operating pursuant to an authorized codeshare arrangement with the company; (3) a national emergency; (4) involuntary revocation of the company's operating certificate(s); (5) grounding of a substantial number of the company's aircraft; (6) a reduction in the company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the company's demands; and (7) the unavailability of aircraft scheduled for delivery.</u>

ATTACHMENT A

Agreement Regarding Seniority List Integration

Pursuant to this Agreement Regarding Seniority List Integration (this "Agreement"), US Airways, Inc. and any successor (collectively, "US Airways"), American Airlines, Inc. and any successor (collectively "American"), the International Association of Machinists and Aerospace Workers ("IAM"), and the Transport Workers Union of America, AFL-CIO ("TWU") (collectively, the "Parties"), hereby agree as follows:

1. On January 25, 2013, US Airways, American, and the TWU entered a Memorandum of Understanding (the "MOU") addressing certain issues in the event a plan of reorganization becomes effective that includes the merger of American or an affiliate of American with US Airways or an affiliate of US Airways ("American/US Airways POR") and that effectuates a combination of American and US Airways into a single entity ("New American Airlines"). In Paragraph 5 of the MOU, the parties to the MOU addressed seniority list integration between the TWU and the appropriate employee representative(s) of US Airways' pre-merger (i) Fleet Service Employees, (ii) Maintenance Control Technician Employees, (iii) Mechanic and Related Employees (including all accreted classifications), and (iv) Stock Clerk Employees — all of which are currently represented by the IAM.
2. This Agreement supersedes and replaces Paragraph 5 of the MOU. US Airways, American and TWU agree that all other terms of the MOU remain in effect, and are in no way changed or altered by this Agreement.
3. The TWU and IAM agree that seniority list integration for each of the four employee groups listed in Paragraph 1 of this Agreement shall be based on the date of each employee's entry into the basic classification, as set forth in the existing Collective Bargaining Agreements and the current seniority lists maintained by American and US Airways for each such group. To the extent that two or more employees have the same date of entry into the Classification, placement on the applicable integrated seniority list as to those employees shall be determined by the date of hire, or if that is also the same, the last four digits of their social security number, with the employee with the lower number being assigned a lower seniority number on the list (having higher seniority).
4. The TWU and the IAM shall complete the seniority list integration process for each of these four groups as soon as practicable. Once the seniority list integration process is completed and the integrated seniority list is published, an affected employee may only challenge his or her placement on the list, but solely on the grounds that (i) his/her date of entry into the basic classification has not been calculated correctly or (ii) that he/she has not been placed on the integrated seniority list in accordance with the terms of this Agreement. The TWU and IAM will form a committee to address and resolve any individual challenges, which

must be raised by submitting a letter identifying the alleged problem to the committee within 30 days after the integrated seniority list is published.

5. New American Airlines shall accept the resulting integrated seniority list for each of these four groups provided that:

- a. The integrated seniority lists shall have only prospective effect from their respective date of implementation by New American Airlines.
- b. There shall be no "system flush" whereby an employee may displace another employee from the latter's position as a result of the implementation of the integrated seniority lists or the implementation or expiration of any condition or restriction contained in the integrated seniority lists;
- c. Employees on furlough status at the time the applicable integrated seniority list is implemented may not bump or displace employees in active status at that time; and
- d. The integrated seniority lists shall not contain conditions or restrictions that increase the costs associated with training above those normally associated with the merger of two airlines.

6. New American Airlines shall not implement the integrated seniority list for any of these four groups until implementation of a single collective bargaining agreement governing the combined employee workforce of that group.

Executed this 24th day of April 2013.

Transport Workers Union of America, AFL-CIO

April , 2013

By: 

Name: James C. Little

Title: International President

International Association of Machinists

By: 

April ~~24~~²⁵, 2013

Name: Sito Pantoja

Title: General Vice President

US Airways, Inc.

By: Paul D. Jones

April 24, 2013

Name: PAUL D. JONES

Title: VICE PRESIDENT - LEGAL AFFAIRS

American Airlines, Inc.

By: Laura Einspanier

April 24, 2013

Name: Laura Einspanier

Title: Vice President – Employee Relations

ATTACHMENT B

Mr. Tim Klima
Airline Coordinator
Transportation Department
International Association of Machinist and Aerospace Workers

Memorandum of Understanding – Re: Station Classification

Dear Mr. Klima,

WHEREAS, US Airways, Inc. (“US Airways” or the “Company”) merged with American Airlines, Inc. (“American Airlines”) on December 9, 2013 pursuant to the Agreement and Plan of Merger made on February 13, 2013 between US Airways Group, Inc., AMR Corporation and AMR Merger Sub, Inc. (the “Merger”); and

WHEREAS, Article 3 (Recognition and Scope) includes an annual snap shot each April to determine the classification of each station and the eligibility of each station to be outsourced and/or the requirement for the station to be insourced pursuant to the terms therein; and

WHEREAS, US Airways and the International Association of Machinists and Aerospace Workers (“IAM”) (together the “Parties”) signed a Memorandum of Understanding dated February 25, 2014 (“MOU”) seeking to stabilize US Airways fleet service staffing through April 4, 2015; and

WHEREAS, the Parties seek to continue the terms of the MOU until there is a ratified Joint Collective Bargaining Agreement between the parties;

NOW, THEREFORE, THE PARTIES AGREE as follows;

Following the date of signing of this agreement and continuing until there is a ratified Joint Collective Bargaining Agreement:

- The Company will not outsource normal and customary ramp work described in Article 4.A.1 at any station where such work is currently being performed by fleet service employees at US Airways and is eligible for outsourcing based on the annual April 5 snapshot, provided such station(s) maintains a minimum of seven (7) mainline weekly scheduled jet departures.
- The minimum of seven (7) mainline weekly scheduled jet departures shall also include Legacy American Airlines mainline jet departures.
- The Company will not be required to insource any work or station that is currently outsourced as of the date of the signing of this agreement.

In witness whereof the Parties hereto have executed the agreement effective this _____ day of _____, 2014.

Sincerely,

Taylor M. Vaughn
Managing Director Labor Relations

Accepted and Agreed:

Mr. Tim Klima
Airline Coordinator
Transportation Department
International Association of Machinist and Aerospace Workers

Date

ATTACHMENT C

Mr. Richard Delaney
President and Directing General Chairman
IAMAW District Lodge 141
1771 Commerce Drive
Elk Grove Village, IL 60007

Dear Mr. Delaney:

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

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

If the Company and the Union are unable to agree on modifications necessary to avoid the application of the excise tax or other penalty on the Affected Plan within ninety (90) days after the initial meeting, an arbitrator shall immediately be selected in accordance with the Collective Bargaining Agreement to determine the modifications to the design of the Affected Plan that will become applicable. The authority of the arbitrator is expressly limited to establishing those modifications to the design of the Affected Plan that will ensure that no excise tax or other penalty will apply. If the arbitrator determines that no reasonably practical modification to the Affected Plan can guarantee that no excise tax or other penalty will apply, the Company shall have the right to terminate the availability of the Affected Plan to the Fleet Service employees. If, under the preceding sentence, the Company has terminated or would have the right to terminate the availability to the Fleet Service employees of all three Plans, the arbitrator will be empowered to designate an alternative plan design (a "New Plan") that is available from the Company provider and that replicates the provisions of the 80 percent plan to the greatest possible extent without causing the New Plan to become subject to any excise tax or other penalty. In the event that the arbitrator has not issued a determination prior to the excise tax or penalty becoming due or if such penalty or excise tax is otherwise owed for any reason, notwithstanding any contrary provision of law, the Company shall be permitted to implement such modifications to the design of the Affected Plan as it considers to be necessary to avoid the excise tax or penalty. The Company shall have a reasonable period of time following the issuance of the arbitrator's determination to implement the New Plan. Notwithstanding the foregoing, the provisions of this Letter of Agreement shall not be effective if, after the effective date of this Agreement, the Company enters into any new or amended collective bargaining agreement having a term of three (3) years or more with any union group that

does not contain a provision substantially similar to this Letter of Agreement.

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

Sincerely,

E. Allen Hemenway
Vice President
Labor Relations

Agree and concur:

Mr. Richard Delaney
President and Directing General Chairman
IAMAW District Lodge 141