



# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BRITISH AIRWAYS

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
DISTRICT LODGE 142

ENGINEERING

CONTINUED IN FORCE FROM - OCTOBER 1, 2017

DATE OF RATIFICATION - NOVEMBER 20, 2019

AMENDABLE DATE - NOVEMBER 19, 2023

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# **MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**BRITISH AIRWAYS**

**AND**

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS**

The following Collective Bargaining Agreement is hereby entered into this **1<sup>st</sup> day of October, 2017** and is in full and final settlement of all items **as of the date of ratification on November 20, 2019**, covering contract proposals submitted by and between BRITISH AIRWAYS and THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS covering the classifications of:

**MAINTENANCE REPRESENTATIVES**

**MECHANICS**

**STOCK CLERKS**

## ARTICLE I- PURPOSE OF THIS AGREEMENT

(a) The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation, and reasonable 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 or an International Representative of the Union may request a conference at any time to discuss and deal with any dispute which arises under the application of this Agreement or otherwise.

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

(c) It is understood wherever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to **all** employees.

## **ARTICLE II- SCOPE OF AGREEMENT**

(a) The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all classifications covered by this Agreement working within the continental limits of the United States and its possessions.

(b) All work performed by the Company, including work of all classifications covered by this Agreement as described in the classification and work requirements in Article IV of this Agreement, is recognized as coming within the jurisdiction of the International Association of Machinists and Aerospace Workers and is covered by this Agreement.

The Company agrees that the making, assembling, erecting, dismantling and repairing of all machinery, mechanical equipment, engines and motors of all descriptions including all work involved in dismantling, overhauling, repairing, fabrication, assembling, welding and erecting all parts of airplanes, airplane engines, radio equipment, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith, including all maintenance, construction and inspection work in and around all shops, hangars, and buildings, and including the servicing, cleaning and polishing of aircraft parts thereof, the servicing and handling of all ground equipment performed in and about Company shops, Maintenance Bases, Overhaul Bases, Line Service Stations or wherever performed, is recognized as coming within the jurisdiction of the International Association of Machinists, and is covered by this Agreement. It is understood that the Company reserves the right to continue contracting out work historically contracted out and to return to the manufacturer parts and sub-assemblies for repair or replacement that cannot be repaired on the property due to lack of equipment or because of warranties.

It is understood that the Company may reserve the right to continue contracting out work historically contracted out except when qualified employees hereunder within the classification to which the sub-contracting work applies are on lay-off. These limitations on contracting out of work will not apply where a station outside New York is closed. In that event, a Representative covered by this Agreement at such station may be laid off. A Representative who is laid off as a result may exercise his seniority to such other position to which he is entitled.

Subsequently, when a vacancy, however arising, occurs in his old supervisory classification at his new station, it shall be immediately filled, and he will be upgraded into it. This vacancy shall not be posted and filled in the usual manner.

The same rules shall apply in the case of a Representative who is bumped directly or indirectly by the Representative whose station is closing.

In the event a Station outside New York is re-opened where such jobs existed the person(s) who became surplus shall have the first preference to return, notwithstanding the bid procedure. It is not intended that the same number of Representatives shall return to the closed Station. The Company, if the work exists, shall provide for minimum coverage.

(c) As of September 6, 1990, British Airways and the International Association of Machinists and Aerospace Workers will agree to a seniority list which will list all permanent full-time and part-

time employees covered by this Agreement. All the named employees will be guaranteed their present position at their current location for the life of this contract and will not be involuntarily laid off. The location protection will not apply where the Company closes any station.

If services are cut back to less than five per week at any location or some other unforeseen major change in operating patterns or maintenance procedure occurs, the Company may lay off employees no longer required at the station affected. However, any employee who wishes to remain in employment with BA and is willing to relocate, will be guaranteed a position within the Engineering organization in the US under this contract. In the event of lay-off or reduction in force, work unit seniority will determine the employee to be laid off.

All staff hired after September 6, 1990, whether full-time or part-time, will be placed on an integrated seniority list by classification at their station or location for the purpose of lay-off only. If there is a need for British Airways to layoff at a station or location this integrated seniority list will apply. Full-time staff affected by lay-off, after exhausting the appropriate provisions of Article VIII, will be offered a full-time position within the BA/IAM agreements if they were hired prior to the date of signing this agreement (March 15, 1994).

These full-time staff may be required to train and/or relocate and will continue on their current wage scale or the new wage scale, whichever is higher.

There will be no obligation to offer any positions to part-time staff hired after September 6, 1990 or full-time staff hired after the date of signing of this Agreement (March 15, 1994). These staff will follow the appropriate provisions of Article VIII and Article XX.

(d) In the performance of their duties, employees covered by this Agreement shall be governed by Company rules, regulations and orders issued by properly designated authorities of the Company, providing such rules, regulations, and orders are not in conflict with the terms and conditions embodied in this Agreement. The Company will, after the signing of this Agreement, cause to be compiled and make easily available to each present and all new employees the presently applicable conduct rules and regulations, and no such new rules or regulations will be considered effective until copies have been furnished to the Local Committee (the General Chairman, Chairman of Shop Stewards and all Chief Shop Stewards) and conspicuously posted in the working areas at least one week prior to effective date. In cases where emergency changes are necessary, the Company will notify the committee and such changes will be posted and become effective immediately thereafter.

(e) The right to hire; promote; discharge for cause; and to maintain efficiency of employees, is the sole responsibility of the Company except that employees will not be discriminated against because of Union membership or activities. In addition, it is understood and agreed that the routes to be flown; the equipment to be used; the location of plants; hangars, facilities, stations and offices; the scheduling of airplanes; the scheduling of overhauling, repair and servicing of equipment; the methods to be followed in the overhaul, repair and servicing of airplanes, are the sole and exclusive function and responsibility of the Company; provided the actions of the Company hereunder shall not conflict with the terms of this Agreement. It is the sole responsibility of management to staff areas covered by this agreement for the safe handling of aircraft.

(f) Subject to State and Federal law, as an equal employment opportunity/ affirmative action employer, British Airways does not discriminate against applicants or employees because of their

age, race, color, religion, national origin, sex or on any other basis prohibited by law. Furthermore, British Airways will not discriminate against any applicant or employee because he or she is physically handicapped, a disabled veteran, or a veteran of the Vietnam era, provided he or she is qualified and meets the requirements established by British Airways.

**(g) If there is a manager on shift, and a qualified maintenance representative is not available, and there is an unplanned need to perform work that is covered by the engineering collective bargaining agreement, it shall not be deemed a violation of the agreement if he does so, provided the manager makes an attempt to cover the work with overtime. In cases where there is no maintenance representative on duty and there is an operational aircraft on the ground (AOG) situation, the manager may perform work covered by the collective bargaining agreement until a maintenance representative arrives at work so long as there has been an attempt to cover the work with overtime. This language is intended to keep the operation fluid and is not intended to eliminate overtime opportunities in accordance with the collective bargaining agreement. This language is not intended to infringe upon any provisions contained in Article XIX.**

### **ARTICLE III- STATUS OF AGREEMENT**

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

It is further agreed that nothing shall prevent any employee covered by this Agreement who possesses the necessary licenses from being placed in the position of Inspector, or Maintenance Representative in accordance with the Seniority and Filling of Vacancies provisions of this Agreement.

The provisions of this Agreement will not apply to alien employees covered by Worldwide Agreements who are required to perform the duties of Maintenance Representative. However, such alien employees, if transferred to local status, will be subject to all terms and conditions of this Agreement as from the date of transfer to local status.

Such alien employees covered by Worldwide Contracts and possessing the necessary qualifications as required by British law, may be employed within the United States of America as required to obtain proper license coverage or for training purposes. It is further agreed that such alien employees covered by World Wide Agreements or contracts shall convert to local status or be repatriated to the U.K. when it is mutually agreed between the Company and the Union that adequate license coverage is obtained by locally employed Maintenance Representatives covered by this Agreement.

(b) It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the Company. In case of consolidation, merger, alliances or code sharing affecting the rights of the employees covered by this Agreement, representatives of the Company and the Union will meet without delay and negotiate for proper provisions for the protection of employee seniority and other property rights.

(c) Both parties agree that neither will apply to the National Mediation Board for review of the certification status of Maintenance Representatives.



## **ARTICLE IV- CLASSIFICATION AND WORK REQUIREMENTS**

The following applies to all classifications: It shall be an objective of employees covered under this agreement to be polite, courteous and project a professional attitude toward the public. All classifications that work in direct contact with the public are expected to maintain a high standard of appearance. Employees will be required to attend training courses provided by the Company relevant to their job description. Where possible, dates convenient to the employee and the Company will be scheduled. Employees will be responsible for familiarizing themselves with all Company rules and regulations pertaining to their duties governed by Article II (c).

All employees will participate in on-the-job training of fellow employees when required within their job description. This will not replace formal training.

All classifications will be required to drive Company vehicles.

All classifications can be required to carry out all and any functions that fall within their scope of Approvals, to support and maintain the operation.

All classifications can be used to complete all and any technical data entry, including but not limited to EWS. This includes entries generated regardless of origin.

### **MAINTENANCE REPRESENTATIVE**

The work of a Maintenance Representative shall consist of, but not limited to, instructing and directly supervising the work of mechanics and related personnel assigned to him, in regard to maintenance, overhaul servicing of aircraft, their components and accessories and ground equipment. In connection with this work, he may be required to be responsible for the administration of established policy and procedures. He will be required to hold current British Airways authorizations and comply with CAA Directives, and such authorization must be endorsed to cover the types of aircraft at the station or stations in question. He will in all cases be given reasonable time and the necessary training to secure such authorizations or extensions. He will certify all aircraft as required.

A Maintenance Representative will perform all the work required in the Mechanic classification. In addition, as a working member of the group he will be required to lead and direct the work of Mechanics. Inability to obtain clearance for taxiing because of health reasons will not be a bar to promotion to Maintenance Representative if the employee is otherwise qualified.

He may be required to taxi aircraft.

He will be required to fly with the aircraft between stations within his eight (8) hour shift for the purpose of carrying out Engineering duties at other stations as and when the need arises. In addition to the above duties, he will assume full supervisory control when detailed by a Station Maintenance Manager and will be replaced on his days off by a Station Maintenance Manager, with the exception of JFK.

At JFK, a maintenance representative will assume full supervisory control when detailed by his manager. At stations other than JFK, Station Maintenance Managers will be a full working member of the team in the same manner as the Maintenance Representative. He will function as a Maintenance Representative except when a Maintenance Representative is engaged on the particular job. In these circumstances, responsibility for supervision is vested in the Maintenance Representative. During the absence of a Maintenance Representative for any reason, a SMM can take his place and perform his duties and responsibilities.

The SMM will not perform work on overtime while any Maintenance Representative or Mechanic is willing and available to perform the work.

When the Maintenance Representative is the senior Engineering staff member on the station, he will be responsible for all day-to-day aspects of aircraft handling and related work. Matters which do not fall within these areas will be referred to the **Area Maintenance Manager (AMM)**.

The Company will not exceed a ratio of five mechanics assigned to one (1) Maintenance Representative within line maintenance.

For all stations the technical qualifications for future Maintenance Representatives shall be those Aircraft Approvals relevant to the equipment operated by British Airways to applicable stations. In addition, they will be required to participate in a Leadership development program, which will be the last course scheduled, except by agreement with the staff member concerned and his shop steward. There may be other technical courses considered necessary by British Airways, after discussion with the local committee.

## **MECHANIC**

A Mechanic, so classified, shall be any employee assigned to Mechanic's work who, with the aid of tools, can repair, erect, assemble, dismantle and maintain aircraft, automotive, and other machinery and mechanical devices or parts in a satisfactory manner. The work of a Mechanic shall include all work generally recognized as mechanic's work performed in and about shops, hangars, offices, or airfields operated and maintained by the Company, including but not limited to dismantling, overhauling, repairing and assembling all parts of airplanes, airplane engines, radio equipment, electrical and he must hold such licenses as are required by law.

A Mechanic will also be required to undertake storekeeping duties which consist of routine stockroom work including receiving, shipping, checking, inspecting, classifying, issuing, maintaining an inventory, storing, warehousing, and the distribution of plane parts or any other related stock or material and the preparation and maintenance of required records and reports.

The Company shall have the right to hire Temporary Mechanics for the purpose of relieving Mechanics while they are on license or approval courses. Temporary Mechanics shall not accrue seniority and the initial period of employment shall be for the normal 120-day probationary period which may be extended for additional 30-day periods to cover the duration of the course in question. These Temporary Mechanics shall not have any bidding rights to Permanent Mechanic vacancies which may arise during or after their employment. Temporary Mechanics will not be assigned supervisory positions.

All Mechanics wishing to undertake authorization courses will be given the opportunity in accordance with system seniority subject to operational requirements. Mechanics will be expected to use their authorizations to the fullest extent. In the absence of a Maintenance Representative and when requested by a Manager, authorized Mechanics will assume supervisory control and will be upgraded for the day to the Maintenance Representative pay scale.

Mechanics will receive a once off payment of \$1,000 per Aircraft Approval when they obtain full authorization.

### **STOCK CLERK**

A Stock Clerk will be required to undertake storekeeping duties which consist of routine stockroom work including receiving, shipping, checking, inspecting, classifying, issuing, maintaining an inventory, storing, warehousing, and the distribution of plane parts or any other related stock or material and the preparation and maintenance of required records and reports.

All stores work will be integrated into the Mechanic and Maintenance Representative classifications who may undertake stores duties at any time. This will not **affect** the **two** incumbent employees currently working in Stores. (At time of ratification).

## ARTICLE V- HOURS OF SERVICE

(a) **The Company may utilize scheduled shifts consisting of eight (8) or ten (10) consecutive hours, which shall be inclusive of a thirty (30) minute meal period.** A workday will begin at the starting time of an employee's shift and extend for twenty-four (24) hours thereafter. **The Company will not however force an employee to move to a ten (10) hour shift pattern and an eight (8) hour shift pattern may be maintained if chosen by the employee.**

(b) An employee's work week shall consist of five (5) **or four (4)** consecutive workdays, followed by two (2) **or three (3)** consecutive **rostered** days off. The first day of the five (5) **or four (4)** consecutive workdays shall begin his work week. **Of the employee's three (3) rostered days off, the first two (2) of those RDOs in the work week will be designated as their sixth (6<sup>th</sup>) day and the last RDO worked in the work week will be designated as their seventh (7<sup>th</sup>) day for the purposes of overtime premiums called for in Article VI.**

Deviations from these practices may occur when a shift change is necessitated, or when an employee is assigned to local training courses. Any other vacancies will be filled by the senior employee volunteering for the vacancy. If there are no volunteers, the most junior employee will be assigned. If a change in days off occurs because of the Company's assigning an employee, he will be paid in accordance with Article VI, paragraphs (a) and (b).

**Where** it is not possible to maintain a consistent starting time for one work week, then it shall not be deemed a violation of the Agreement if two (2) shift starting times are established within said work week for any individual.

This will not exceed 20% of the maintenance representative classification and 20% of the mechanic classification with **an allowable** minimum number of one (1).

It is further agreed that any individual who works on two (2) different shifts within a given work week shall receive the highest shift premium payable for any shift so worked for the entire work week.

When an employee is assigned to an extended training course, deviation from his schedule will be as follows:

During the work week preceding the training period, days off will be split so that the second day off always falls on the Sunday immediately preceding the first day of training. The employee will revert to his normal shift and days off in the calendar week succeeding the training period.

Example: 1600-2359 Shift Tuesday and Wednesday off:

M T W T H F S S U

Week 1	X O X X X X O	1600-2359
Training	X X X X X O O	0800-1600
Training	X X X X X O O	0800-1600
Week 4	X O O X X X X	1600-2359

The Company may change the shift hours of an employee for the purpose of attending a course lasting fewer than five days, provided that said employee receives at least 5 days' notice, 12 hours rest prior to the 1st day of the course.

When it is necessary to fill a vacancy caused by an employee being assigned to a training course, this will be done in accordance with Article IX, paragraph (i). Only in the event that a junior employee has to be assigned to the vacancy, will a premium be paid for 6th and 7th days worked at either end of the training period.

The shift premium appropriate to the employee's regular shift will be paid during periods of training irrespective of the hours of such training.

(c) It is agreed that shift premiums will be paid as follows:

Shifts starting between 0600-1359 - no premium

Shifts starting between 1400-1859 - 58 cents per hour

Shifts starting between 1900-0559 - 63 cents per hour

Shift premium pay shall be considered a part of the basic rate and shall be included in the computation of any overtime allowances.

There shall be no requirement to have a midnight shift and the number of shift starting times for full-time staff shall not exceed nine per day. No employee's work shift shall start between the hours of 0100 and 0429. Where there is work to be done which is covered by the IAM agreement, night shifts will be maintained.

(d) Meal breaks -Employees in all classifications-Each **eight (8) or ten (10) hour** shift will include an allowance of thirty (30) minutes for a meal break, to be taken between the beginning of the third hour and the end of the seventh hour from the commencement of the shift. Lunch periods will not be posted.

Example: 08:00 – 16:00 shift may be assigned lunch hours that start on or after 10:00 and must be completed by 15:00. **A 07:00 – 17:00 shift may be assigned lunch hours that start on or after 09:00 and must be completed by 14:00.**

Employees who, because of the requirements of the service, are requested to start their lunch period outside the "lunch window", will be allowed a lunch period of equal length as close to the regular lunch period as possible and paid for same at straight time rate in addition to their regular time compensation. No lunch will be paid if it falls outside the employee's regular shift, in accordance with Article VI (a).

**Employees shall be permitted to select shifts according to seniority.**

**To expedite bidding, employees with sufficient seniority who wish to bid a constant shift may file their permanent bid with the Company and this will be entered automatically on all new shift rosters.**

**Bidding by employees to select shifts shall be done as rapidly as possible. In order to accomplish this, the bidding will be done in seniority order and it shall be the responsibility**

**of the employee to place his bid on the designated day prior to the end of his shift. However, if an employee cannot bid on his designated date because he is on vacation, leave of absence, rostered off or otherwise off duty he will be given the option of choosing shifts in sequence of preference prior to his departure, after having been given the opportunity to view the roster being bid.**

(e) Shift rosters shall be posted **twice** a year. Due to operational requirements, the Company may implement up to two (2) extra shift bids yearly. The Company must advise the Union thirty (30) days in advance if the additional shift bid option will be implemented. **Prior to each shift bid, every employee will be given the opportunity to advise whether they want an eight (8) or ten (10) hour shift as described in Article V (a) above.**

New Rosters shall be posted for one (1) week prior to bidding. The bidding shall be completed within two (2) weeks. The completed roster shall be posted for one (1) week before being implemented.

During the periods of schedule time changes due to daylight savings time changes in LHR, there shall be no requirement to run a shift re-bid, but the shifts will be automatically adjusted for the change periods. The change period will start on a Monday and end on a Sunday.

(f) The regular starting and stopping times for work shifts will be scheduled and posted at each work unit and shall not be changed with less than five (5) calendar days' notice to any employee affected by such change.

(g) No employee will be called to **work or** required to report to work for a shift of less than eight (8) **or ten (10) hours (as per the shift bid)** work or pay therefore, except on a rostered day off where they may be called in for a minimum of four (4) hours. The minimum of four (4) hours may be waived by mutual agreement between the employee and manager. This means that the employee may agree to work an amount of hours less than the four (4) hour minimum.

An employee called to work or permitted to come to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, including legal strikes involving personnel of the Company, shall receive a minimum of four (4) hours pay at the regular hourly rate, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift whichever period is the shorter.

(h) Except as otherwise provided herein, all employees will be granted a ten (10) minute rest period during the first half of their work shift and a ten (10) minute rest period during the second half of their work shift without loss of time, for the purpose of relaxation or smoking in designated areas.

Employees who are working in remote areas away from time clocks and/or lockers will be allowed fifteen (15) minutes as a personal clean-up period prior to quitting time.

(i) If the Company establishes a Maintenance Base, the Company and the Union will meet to agree upon the basis for determining shift schedules.

**(j) When a ten (10) hour shift is bid by an employee, sick time and vacation accruals which are calculated in this Agreement for full time employees based on a five (5) day/ eight (8)**

hour per day workweek, shall be adjusted to an hour equivalent, and ten (10) hours shall be deducted for each day utilized or paid. For example, each week or day of vacation or sick time shall be considered four (4), ten (10) hour days, each day a ten (10) hour day, and shall be deducted from their bank accordingly.

**(k) Holiday pay shall be paid at the rate of eight (8) hours or ten (10) hours per day (as per the shift bid) when an employee works on that day.**

- **Example: An Employee on a ten (10) hour shift works the Holiday and elects pay. The Employee is paid ten (10) hours at 1.5X (time and one half pay) their rate plus ten (10) hours straight time for the Holiday.**
- **Example: An Employee on an eight (8) hour shift works the Holiday and elects pay. The Employee is paid eight (8) hours at 1.5X (time and one half pay) their rate plus eight (8) hours straight time for the Holiday.**
- **Example: Employee elects to work and bank CTO. Employee banks eight (8) or ten (10) (as per the shift bid) at 1.5X their rate as long as their total CTO bank balance will not exceed twelve (12) weeks (four hundred eighty (480) hours for full-time employees).**

**(l) Holiday pay shall be paid at the rate of eight (8) hours or ten (10) hours per day only (as per the shift bid) where an employee does not work on that day.**

**(m) The days off distribution will be the same for the block of ten (10) hour shifts percentage wise as it is for the eight (8) hour shifts.**

## ARTICLE VI- OVERTIME AND HOLIDAYS

(a) Overtime rate of time and one-half, computed on an actual minute basis, shall be paid for all work performed either prior to or after an employee's regular scheduled hours, and for the first four (4) hours in excess of eight (8) hours of straight time worked in any regular work day, and for the first eight (8) hours worked on one of two (2) regular scheduled days off, provided an employee has performed work in excess of 40 hours in a regular scheduled work week, Monday - Sunday. The following shall count as time worked for the computation of an employee's forty (40) hour work week: an employee's vacation day(s), Holiday Off, approved CTO time, jury duty, employees released for Union business, workers compensation injury, bereavement and approved military leave.

An employee that is short of forty (40) hours would be paid straight time until the forty-hour qualifier is met. Day trades whereby the employee is off and sick days do not count towards the forty (40) hour qualifier.

(b) Overtime rate of double the hourly rate shall be paid to an employee for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period measured from the commencement of work, and for all work on the seventh (7th) day worked in his work week and after eight (8) hours on the sixth (6th) day worked in his work week, provided an employee has performed work in excess of 40 hours in a regular scheduled work week, Monday-Sunday, and premium overtime rates were paid on all other overtime hours worked.

When an employee works on either a 6th or 7th day, he shall have the option to elect to receive eight (8) hours pay as CTO, provided the forty (40) hour overtime qualifier has been met **up to a maximum CTO bank balance of six (6) weeks (two hundred forty hours for full-time staff) after deposit.** The balance of his compensation for that day he shall receive as regular wages. If an employee so elects, he must notify the Company before the end of the work week in which His 6th or 7th day off is worked. Such CTO must be applied for in accordance with the provisions of Article VI (m/n).

### EXAMPLE OF 40 HOUR QUALIFIER **40-Hour Overtime Qualifier Principles**

(1) Before any premium rates (i.e. Time and one-half or double time) are paid, an employee must work 40 hours of straight time in a week.

(2) Overtime calculations, whether time and a half or double time, are calculated for an employee on a daily basis as per today's contract language

(3) Retrospectively, at the end of the work week, an employee's pay is adjusted if they have not worked their full 40 hour scheduled week, by discounting the highest premium rate hours back to straight time first.



Scenario				
	Rostered Hours	Overtime Worked	Time Code	Hour Type
Mon	9:00 - 17:00	17:00 - 21:00	WRK	REG 8 hours, OT 1.5 4 hours
Tue	9:00 - 17:00		WRK	REG 8 hours
Wed	9:00 - 17:00		WRK	REG 8 hours
Thu	9:00 - 17:00		WRK	REG 8 hours
Fri	9:00 - 17:00		SICK	SICK 8 hours
Sat	RDO	8:00 - 12:00	WRK	OT 1.5 4 hours
Sun	RDO	8:00 - 12:00	WRK	OT 2.0 4 hours
<b>Total hours worked</b>				<b>44 hours (32 straight time + 12 OT)</b>
				<b>Adjustment: OT 2.0 (4) hours</b> <b>OT 1.5 (4) hours</b> <b>OT 1.0 8 hours</b>

Scenario				
	Rostered Hours	Overtime Worked	Time Code	Hour Type
Mon	9:00 - 17:00		WRK	REG 8 hours
Tue	9:00 - 17:00		WRK	REG 8 hours
Wed	9:00 - 17:00		WRK	REG 8 hours
Thu	9:00 - 17:00		WRK	REG 8 hours
Fri	9:00 - 17:00		SICK	SICK 8 hours
Sat	RDO	9:00 - 17:00	WRK	OT 1.5 hours 8 hours
Sun	RDO	9:00 - 17:00	WRK	OT 2.0 hours 8 hours
<b>Total hours worked</b>				<b>48 hours (32 straight time + 16 OT)</b>
				<b>Adjustment: OT 2.0 (8) hours</b> <b>OT 1.08 hours</b>

Double time and one-half shall be paid for all work performed on the following legal holidays.

New Year's Day

Martin Luther King Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Employee's Birthday

When an employee works on any of the above holidays and wishes to defer part of the compensation, he may be paid eight (8) hours at time and one-half and receive an additional eight (8) hours off at straight time pay to be taken in conjunction with his vacation in accordance

with paragraph (n) of this Article.

It shall be the responsibility of the employee to advise the Company at least twenty-four (24) hours in advance of the holiday that he wishes to accrue this compensatory time off.

(c) Employees not required to work on a holiday shall be compensated for the day at straight time rate. Employees not required to work on a holiday because it falls on an employee's rostered day off will receive eight (8) hours pay at straight time rate or at his option may elect eight (8) hours **CTO up to a maximum CTO bank balance of four hundred eighty (480) hours**. In the event of reduced shift coverage, employees will be given the opportunity to volunteer by shift seniority to work on the holiday.

An employee may observe his birthday on another day by mutual agreement. The employee must advise the Company at least five (5) days in advance of his birthday that he wishes to observe it at another time. In that event, earnings on his birthday shall be at the regular rate. In the event that the employee is required to work on the alternative day, earnings will be at the holiday rate. Arrangements for taking the alternative day shall be on the same basis as CTO as provided elsewhere in this Agreement. An employee whose birthday is on February 29 will celebrate their birthday on March 1 in a leap year. **This should be managed in accordance with the provisions of Article VI (m/n).**

(d) When it becomes necessary for employees to work overtime they shall not be laid off during the regular work schedule to equalize the time, and all overtime will be distributed as equally as possible among all qualified employees in each shop, hangar or facility.

All overtime shall be rotated among the employees qualified to perform the work necessitating the overtime as equitably as practicable. In furtherance of this principle, it is agreed that an appropriate chart will be kept on a current basis for each shift upon which all overtime worked or refused will be recorded, and such record will be made available to the employees, either by posting on the bulletin board or upon request. It is further understood that inequities in the number of overtime hours worked which may arise between individual employees as a result of permanent shifts, sick leave, vacations, or other absences from duty shall not be deemed a violation of this Agreement.

(e) Except in an emergency, no employee shall be expected to work overtime against his wishes. Emergency is defined as an occurrence that is unforeseen and unplanned that has an adverse effect on the operation.

The Company will not declare an emergency and force Union Staff to cover a third party (Non-BA) flight.

(f) Employees relieved for the day, then called or required to return to duty to perform work not contiguous with a regular scheduled tour of duty will be guaranteed a minimum of four (4) hours pay at the applicable overtime rate. This will be known as recall.

(g) An employee will be paid two hours pay at straight time rates for performing overtime work contiguous with his regular tour of duty for which he/she is called between the hours of 23:00 and 07:00. Such pay shall be paid in addition to normal overtime for overtime worked.

This will be known as call-in pay. The call-in pay shall not apply when an employee was notified at or before the close of his/her last shift that he/she would be required for early duty immediately prior to the commencement of his/her regular shift.

(h) For service before and after regular working hours, employees will not be required to work more than two (2) hours without being permitted to go to meals, and such employees required to work more than two (2) hours will be allowed thirty (30) minutes to eat without loss of time. For each additional four (4) hours overtime worked employees will be allowed thirty (30) minutes to eat without loss of time.

(i) Employees who have been required to work fourteen (14) consecutive hours will be given a rest period of at least ten (10) hours before being required to report for work again. If called to work or required to work on a regular shift without ten (10) hours rest between working periods, employees will be paid at applicable overtime rates until such time as they have had ten (10) hours rest.

(j) If possible, employees on duty shall be given no less than four (4) hours' notice of contemplated overtime work except in cases of extreme emergency. This is not applicable to part-time workers working a four-hour shift.

(k) No overtime shall be worked except by direction of the proper management personnel of the Company.

(l) There shall be no pyramiding of overtime rates provided in this agreement.

(m) **The company shall utilize a process to call employees in to work on any of their regular days off.** If an employee is called to work on either of the regular days off, he shall be guaranteed a minimum of four (4) hours pay at the applicable rates.

The minimum of four (4) hours may be waived by mutual agreement between the employee and the manager. This means that the employee may agree to work **a number** of hours, which is less than the four (4) hour minimum.

The employee will be advised at the time of the call in that he/she is being called in for a four (4) overtime shift. If after arriving at work the employee is requested to stay longer than four hours, the decision to do so will be voluntary made by such employee. The employee is only obligated to stay for the four hours he/she was originally called in for.

**During the call-in process, the company will ask each employee if they are interested in the four (4) hour overtime shift. If the answer from the employee is "no", the company would then ask that same employee if they would come in for more than four (4) hours. If the answer is still "no", they would then move on to the next person. If the answer is "yes" to the more than four (4) hour query, the answer will be noted, and the next person will be called in succession. This will continue until 1) no one accepts either a four (4) hour or greater than four (4) hour shift, or 2) an employee accepts the four (4) hour shift, or 3) no one accepts the four (4) hour shift but the first person who accepted the greater than four (4) hour offer in succession is awarded the overtime.**

## 6 Employees on RDO Example

Example 1			
OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	No	x
Employee 5	No	No	x
Employee 6	No	No	x
Note- when no volunteers see Article IV, page 8 & 9, "Maintenance Representative", and Article IV, sub-paragraph e, page 16.			
Example 2			
OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	No	x
Employee 5	Yes	x	<input type="checkbox"/>
Employee 6	x	x	x
Example 3			
OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	Yes	<input type="checkbox"/>
Employee 5	No	Yes	x
Employee 6	No	Yes	x
Example 4			
OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	Yes	x
Employee 3	No	No	x
Employee 4	Yes	No	<input type="checkbox"/>
Employee 5	No	No	x
Employee 6	No	No	x
Note- In any case of the above example, there are only 7 possible phone calls being made as opposed to the possible 12 calls being made.			

(n) Compensatory Time Off may be taken for all holidays worked **up to a maximum CTO bank balance of four hundred eight (480) hours**. Up to ten (10) CTO days may be taken in conjunction

with vacation and the balance on an individual basis provided the employee can be released and that where possible fourteen days' notice is given.

When bidding for vacation, and CTO days are to be included as part of the vacation, they must be bid as a single unit of five days. However, when the vacation is taken, if the employee has less than five CTO days earned, he may take the number of days that he has. Five (5) (one full week) of the ten (10) CTO days may be taken independent of their normal vacation bid. After normal vacation and seventh week vacation bids have taken place, staff may bid an independent CTO week from the remaining available weeks on the vacation roster.

By October 1st, staff must advise whether five (5) CTO days will be taken in conjunction with vacation as well as the number of vacation weeks to be used in the next vacation year.

(o) Upon thirty (30) days' notice to his Section Head, an employee of certain Religious conviction, may celebrate a Religious Holiday or Holidays, as it may be, and charge the days against his accumulated CTO, earned by working other contract-covered Holidays. Such granting of days off will always be subject to the Company work requirements. Example: Employees of Jewish faith may choose to work Good Friday, Christmas, and New Year's Day and prefer to take off Yom Kippur, Rosh Hashanah, and Passover with pay, in accordance with Article VI (b) of the Agreements.

(p) Employees upon three (3) days' notice, prior to the close of that week's payroll, will be able to cash out and/or withdraw money from their accrued (earned) CTO bank. **An employee's ability to cash out CTO time will be limited to an amount that would not exceed a full paycheck for a week inclusive of all hours worked in any such week and will not exceed the employee's normally scheduled hours for that week plus the equivalent of one day of scheduled hours. Exception: This limit does not apply when an individual resigns.** Example: Employee has a positive bank CTO balance of twenty (20) days (160 hrs.). **They are scheduled for forty (40) hours and are currently being paid for 24 hours.** They notify "work brain" (PAYROLL) that they wish to cash out **an amount not to exceed twenty-hour (24) hours up to a maximum number of paid hours of forty-eight (48) hours and receive it in next week's paycheck.**

(q) When approved by management, employees will be allowed to use accrued CTO time to receive pay in lieu of going home early provided they can be released. Example: assuming due to operational requirements an employee can be released they may work a portion of their workday and receive full pay by using accrued time from their CTO bank.

(r) **There will only be one CTO bank and that bank will be capped at four hundred eighty (480) hours for full-time employees, three hundred sixty (360) hours for thirty scheduled hours per week employees, three hundred (300) hours for twenty-five (25) scheduled hours per week employees and two hundred forty (240) hours for twenty (20) scheduled hours per week employees. Once the CTO bank reaches four hundred eighty (480) hours, no CTO can be banked until the balance falls below four hundred eighty (480) hours.**

(s) **For those individuals with a combined balance in their three (3) banks of greater than four hundred eighty (480) hours at ratification, the difference between the combined balance and 480 hours will be paid out 30 days after ratification at the colleague's current pay rate before any increases agreed to take effect upon ratification for future years.**

**(t) In instances where the CTO bank balance is less than six (6) weeks (Example: two hundred forty (240) hours for full-time employees, one hundred eighty (180) hours for part-time employees at thirty (30) scheduled hours per week, one hundred fifty (150) hours for part-time employees at twenty five (25) scheduled hours per week and one hundred twenty (120) hours for part-time employees at twenty (20) scheduled hours per week), holidays and overtime may be added to the CTO bank to build up the bank to six (6) weeks. In instances where the CTO bank balance is more than six (6) weeks (per examples listed above), only holidays may be used to build up the bank again to twelve (12) weeks (four hundred eighty (480) hours for full-time).**

## **ARTICLE VII- TRAVEL ON UTY AWAY FROM BASE STATION**

(a) When employees covered by this Agreement engage in emergency field service away from their base station to restore Company airplanes or equipment to service, they shall be paid for such work on the same basis as at their base station, with a minimum of eight (8) hours at straight time rate for each twenty-four (24) hour period. (Note: Base station is defined as the Airport at which the employee's normal workplace is located.

A rotation plan will be set up so that all employees will be given an equal opportunity to participate in emergency field service work. New employees will be debited with the same number of field service trips as the highest number shown on the list. Participants in emergency fieldwork will be required to be appropriately qualified

(b) All time spent in working and travelling or waiting in connection with emergency field service will be considered as time worked and paid for on the same basis provided however, that if travel is interrupted for any reason and the employee is released by an agent of the Company for a period of five (5) consecutive hours or more, he shall not be paid for time released but in no event shall any employee receive less than eight (8) hours' pay at straight time rate for any twenty-four (24) hour period while away from his base station; provided, however, that the Company may schedule him to take his regular days off without compensation except for the reasonable and necessary expense provided for in this Article. Employees required to work and travel shall be paid at the overtime rate applicable for all hours in excess of eight (8) hours of such combination of working, waiting, and travelling for the day in question.

(c) Upon completion of such emergency field work and training classes, an employee shall return to his home station in accordance with the orders received at the time he left his home station, or in accordance with the orders he receives from the person to whom he was ordered to report in the field, and shall be compensated for the return trip in accordance with the provisions of this Article.

(d) Where transportation, meals and lodgings are not provided by the Company, expenses will be allowed in accordance with the Company's subsistence rates. Upon application, an employee will be given an advance by the Company to cover his expenses while away from his base station. Within five (5) days after returning to home station, or at the close of each week in the event the employee is away for a period longer than one week, the employee shall submit an expense account in accordance with Company regulations, and if the employee has returned to his home station, it shall be accompanied by the balance of any expense money advanced but not accounted for on the expense account.

(e) Employees transferred from their home station to fill temporary vacancies shall be paid in accordance with paragraphs (b) of this Article for the time necessary to travel in connection with such temporary transfer, and they shall receive necessary and reasonable expenses in accordance with the Company's subsistence rates.

(f) When an employee is away from his home station filling a temporary vacancy he shall be paid straight time and overtime in accordance with the provisions of this Agreement based on the shifts as scheduled at the location of the temporary vacancy, but in no event shall he receive less than

eight (8) hours pay for each day. However, the Company may schedule him to take his regular days off without compensation, except for the reasonable and necessary expenses provided for in this Article.

(g) Employees called from home for emergency field service after completing their regular shift assignment, or on a regular day off, will be paid at the applicable rate after reporting to the engineering office at their base station. If the employee is to depart from another airport, they will be paid at the applicable rate from the time he would have arrived at their base station and for the applicable mileage rate from their base station to the departure airport. The employee will be reimbursed for the cost of the cab fare to/from his home to his base station up to sixty (60.00) dollars.

**(h) If there is a manager on shift, and a qualified maintenance representative is not available, and there is an unplanned need to perform work that is covered by the engineering collective bargaining agreement, it shall not be deemed a violation of the agreement if he does so, provided the manager makes an attempt to cover the work with overtime. In cases where there is no maintenance representatives on duty and there is an operational aircraft on ground (AOG) situation, the manager may perform work covered by the collective bargaining agreement until a maintenance representative arrives at work so long as there has been an attempt to cover the work with overtime. This language is intended to keep the operation fluid and is not intended to eliminate overtime opportunities in accordance with the collective bargaining agreement. This language is not intended to infringe upon any provisions contained in Article XIX.**

(i) When an employee covered by this Agreement receives a special assignment, which must be in writing, to attend training classes pertaining to his work, or to fulfill other special assignments not constituting emergency field service or the filling of temporary vacancies, he shall receive compensation at straight time rates for all time spent in travelling or waiting. However, in no event shall any employee receive less than eight (8) hours pay at straight time rate for any twenty-four (24) hour period while away from his base station; provided, however, that the Company may schedule him to take his regular days off without compensation except for the reasonable and necessary expense provided for in this Article. If such special assignment involves travelling after completion of his regular work for the day, he shall receive the applicable overtime rate for the first succeeding eight (8) hours of travelling and waiting.

(j) When the training course or assignment is in the same city or metropolitan area which is the employee's normal base, travel time will not be paid, but staff may claim mileage for any travel in excess of their journey from home to their normal work location.

Accommodation for training courses will be at the company's discretion.

When attending a training course at London Heathrow, the company will pay a travel allowance, for the period of training, to cover a zone one to zone six monthly / weekly travel card. Travel allowances for all other training venues will be agreed in advance of the employee's start of travel.

When employees are required to be on duty in the UK, the Company will pay for the cost of hotel accommodations plus allowances in Sterling in accordance with the Company's current regulation which will be advised to the employee before leaving his station.



In addition, the Company will pay the reasonable cost of public transportation from the employee's hotel to the training school or other place of work. Where an employee is attending an extended training course of 3 months or more, he elects to make his own accommodation' arrangements and may claim allowances in accordance with Company regulations. The only accounting in this case will be an expense claims showing the number of days in the UK multiplied by the daily rate.

The cost of transportation (Mileage at applicable company rates) to and from the airport within the U.S.A. or when an employee is moved at the Company's request will be allowed in addition to the daily allowance quoted above.

(k) Employees proceeding to training courses in the UK will be allowed the following travel time:

East Coast Stations Ten Hours

Miami and Midwest Stations Ten Hours

West Coast Stations Ten Hours

Travel time for courses to the UK from all stations to be paid at ten (10) hours straight time unless required to travel on an RDO which will be paid at premium rates.

Where training courses are held outside of your arrival airport additional travel time will be allowed and agreed in advance of the employees start of travel.

(l) Travel allowance for trips to the UK of up to 5 days will be £45 per day, which includes allowance for laundry and telephone. Travel to the UK for more than 5 days £53 per day fully inclusive

In the event that employees in the UK are unable to access a BA or similar reduced rate lunch facility, the above UK rate will be reviewed.

(m) When Kennedy based Mechanics or Representatives are on temporary assignment at a station outside New York, they shall be reimbursed for the reasonable cost of public transportation from the airport into the city. They shall be entitled to one round trip on each rostered day off.

**(n) Employees attending training or special assignment shall be entitled to stay at hotels that are currently listed in our intranet guide which ensures that all employees are treated consistently. Please note that where free public transportation is offered, employees will not be reimbursed for the transport costs between the airport and their hotel upon arrival and departure and the hotel and the location of their training unless specifically approved in advance. Please see the attached link. <https://baplc.sharepoint.com/travel/Pages/Duty-travel-hotels.aspx>.**

## **ARTICLE VIII- SENIORITY**

This entire article will be read in conjunction with the job protection language agreement in Article II (c).

(a) Seniority shall be by work classification over the system and shall accrue from the date of entering the classification. The work classifications to be recognized for seniority purposes shall be those listed at the beginning of this Agreement. The names of all supervisory employees of the Company who have been or who are promoted from classifications covered by this Agreement shall be maintained on the seniority list at the point from which promoted. However, an employee shall not accrue classification seniority in any position of a temporary nature.

As an exception to the general statement in VIII (a) that seniority shall be by work classification on the system, it is agreed that Maintenance Representatives shall continue to accrue seniority on the Mechanics seniority list. In the event of a reduction in force, classification seniority will determine who is downgraded to the lower classification and work unit seniority will determine who will be laid off. Any employee covered under the job security provision contained within Article II and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

The seniority of each supervisory employee regularly assigned and actively employed as such on the effective date of this Agreement will be established as of a date to be determined by giving consideration to all time spent in continuous service in the Company in the classification covered by the scope of this Agreement in which he had been regularly assigned.

(b) Seniority plus the ability to satisfactorily perform the work required for the job in question shall govern all employees covered by this Agreement in preference of shifts, in case of lay-off, re-employment after lay-offs, and in all demotions or transfers within the classifications covered by this agreement.

It is further agreed that an employee laid off may bump any junior employee in his classification first, or in any other classifications in which he has seniority. In re-employment the Company will recall employees in the reverse order of layoff. Any employee covered under the job security provision contained within Article II and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

Seniority shall govern all Representatives covered by this Agreement with regard to the selection of shifts, vacations, lay-offs, re-employment after lay-offs and all demotions or transfers within classifications covered by this Agreement. Seniority, qualifications for the position and ability to perform the duties required for the job in question shall be govern all promotions within classifications covered by this Agreement. Maintenance Representatives may select shifts by seniority provided that at least one Representative per shift, not necessarily the senior Representative on such shift, will have the required licenses and extensions to certify B.A. aircraft and engines.

The above paragraph shall not be construed in any way as relieving the Maintenance Representatives of the requirement to obtain licenses and extensions within the meaning of Article IV Classification Work Requirements, of this Agreement.

(c) In reduction of force, employees to be laid off will be privileged to exercise their seniority in lower classifications in which they have previously established seniority rights. Any employee covered under the job security provision contained within Article II (c) and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

When a reduction in supervisory jobs becomes necessary, ten (10) working days' notice will be given to each employee whose job is to be eliminated. Each employee receiving such notice must make known within four (4) days thereafter his intention to exercise his seniority in displacing a Maintenance Representative who is junior to him and holding a comparable or lesser-rated job for which he is qualified.

Other Maintenance Representatives who are displaced by such actions must do likewise. Employees will be laid off only in accordance with their seniority within the work unit in which they are employed. The seniority list shall show unit seniority.

(d) In the restoration of force, employees will be reemployed in the reverse order of seniority within their work classifications.

(e) In the event of the geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, the employees affected will be given an opportunity to transfer to the new location with transportation paid and in accordance with the provisions set forth in Article VII for employee and his dependents living with him, and given full credit for their accumulated classification seniority at the point to which the work is transferred in whole or in part.

The Company will also arrange to transfer the employee's household effects at Company expense. Each employee will be given five (5) relocation days with pay and a resettlement allowance of \$3,000. A geographical relocation is understood to be a hangar, workshop or other facility where normal line maintenance is not carried out.

It is understood the increase or expansion of facilities at a particular point that does not involve a reduction in jobs or facilities at another point shall not be construed as a geographical relocation of work in whole or in part.

(f) Except as otherwise provided in this Agreement, new employees hired in positions as mechanic or stock clerk, after the effective date of this Agreement shall be regarded as probationary employees for the first one hundred and twenty (120) days of their employment.

For those hired in directly to the position of Maintenance Representative, the probationary period shall be for the first ninety (90) days, to commence upon successfully obtaining the first B1 license. As a probationary Maintenance Representative, there shall be no responsibility on the part of the

Company for the employment of temporary employees if they are discharged or laid off during this period. The overall, inclusive period of time on probation, for a directly hired new Maintenance Representative, will not exceed twelve (12) months.

This period may be extended by mutual agreement between the Company and the Union. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in the order of the date of their original hiring at the point and on the system seniority roster. The Company will furnish the Local Committee with names, classification, department and rate of pay of all new employees within five (5) days after being employed.

(g) Seniority lists by classifications shall be furnished to the Local Chairman and the International Union, and shall be posted in each shop, hangar, or facility, January 1st of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest for a period of thirty (30) days; if no complaint is made within thirty (30) days after posting, the list as published will be assumed to be correct and no changes will be made except under extraordinary circumstances. In preparing seniority lists when it is impossible to determine the proper order by date of entering the classification or by length of service with the Company, then the names shall be listed in alphabetical order by surnames, as listed on their original employment application.

Any disputes as to the reasonableness of action taken by the Company relating to seniority are to be handled in accordance with the grievance procedure outlined in Article XIII.

(h) Employees will lose their seniority status and their names will be removed from seniority lists under the following conditions:

1. He quits or resigns from the Company or accepts a position within the Company, which is not under the jurisdiction of the IAMAW for a period in excess of six (6) months. A waiver of this six-month provision may be granted by mutual agreement.
2. He is discharged for just cause.
3. He is absent from work for three (3) consecutive workdays without properly notifying the Company of the reason for his absence, and not then if a satisfactory reason is given for not so notifying the Company.
4. He does not inform the Company in Registered Mail, or email with return receipt, copying in Chairman of Shop Stewards, of his intention to return to service within seven (7) days of receipt of a notice offering to re-employ him.
5. He does not return to the service on or before a date specified in the notice from the Company after a layoff, which date should not be prior to fifteen (15) days after sending such notice, which shall be sent by Registered Mail (return receipt requested) to the employee at the last address filed by him with the Company.
6. Subdivisions (4) and (5) of this paragraph shall not apply to offers of temporary work.

7. He is not recalled from lay-off within four (4) years from the date of his lay-off. When it becomes necessary to reduce the working force, seniority plus ability as per paragraph (b) of this Article and the job security language spelled out in Article II (c) will govern. In the event of reduction in force, employees shall receive ten (10) workdays' notice or ten (10) workdays pay, in lieu thereof. If an employee fails to work out his notice when requested to do so, he shall be paid only for such period of his notice that he has worked. A list of employees to be laid off will be furnished the local Committee and International Union prior to notifying the employee affected. When it becomes necessary to lay off employees covered by this Agreement who must sever their connection with the Company because of insufficient seniority exercised in another classification, unless covered by the job security clause spelled out in Article II (c), they should be given ten (10) workdays' notice of same, or at the option of the employee two (2) weeks' salary in lieu thereof.

(i) Employees laid off on account of a force reduction will be given preference according to system seniority, and the job security language spelled out in Article II (c), to transfer to any other point on the system with-in the continental limits of the United States of America, where men are needed, with privilege of returning to their home station when the force is increased. Such transfers shall be made without expense to the Company but, space available, free transportation will be furnished to the employee and his dependents to the extent permitted by law.

(j) Employees laid off in a reduction of force who desire to seek employment with another company elsewhere will, on one occasion, and upon application within sixty (60) days after lay-off, be furnished with a space available return pass to any point desired within the continental limits of the United States of America to the extent that the company has an agreement with the ticketed carrier.

**(k) Employees of the Company working under this agreement shall be afforded all rights unimpaired as provided for by all applicable local, state or federal laws.**

(l) All employees promoted to supervisory positions in classifications covered by this Agreement will continue to accrue seniority for a period of six (6) months in the classification from which they were promoted and shall retain all seniority so accumulated.

(m) All employees who are, or who have been, promoted to positions outside of the scope of this Agreement shall continue to accrue seniority in classifications for a period of six (6) months and shall retain all seniority so accumulated.

(n) The senior employee within a classification will be given preference in the choice of shifts, but after selection or assignment will not enjoy such further preference except to fill vacancies or new positions or in the exercise of seniority after a reduction in force.

Any employee covered under the job security provision contained within Article II (c) and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

(o) Any employee covered by this Agreement with one (1) or more years of service and who is laid off shall receive severance pay as provided in paragraph (p) of his Article, subject to the limitations set forth herein.

Severance pay shall NOT be paid in the event:

- (i) An employee is dismissed for cause.
- (ii) An employee resigns.
- (iii) An employee refuses to work out his notice if requested to do so.
- (iv) A National Emergency arises which results in cessation of operations.
- (v) A strike or picketing of the Company's premises causing a temporary lay-off of the employees.

(p) An employee recalled to work under the terms of this Article after lay-off, and who is again laid off under the conditions that would entitle him to severance pay shall be entitled to the amount specified for his accumulated period of compensated service with the Company calculated from the date of first recall and in accordance with paragraph (q) of this Article, provided that severance pay shall not be paid twice for the same period of compensated service.

(q) Severance pay shall be calculated as follows:

Employees who have five (5) years of service or less one (1) week's pay for each completed year of service.

Employees who have between six (6) and ten (10) years of service - one (1) week's pay for each completed year of service up to five (5) years, plus two (2) weeks' pay for each completed year of service between six (6) and ten (10) years.

Employees who have eleven (11) years of service and more - one (1) week's pay for each completed year of service up to five (5) years, plus two (2) weeks' pay for each completed year of service between six (6) and ten (10) years, plus three (3) weeks' pay for each completed year of service beyond ten (10) years. Total severance pay will be capped at 52 weeks. (22 years of service or more earns 52 weeks)

(r) From the date of ratification (May 13, 1999) forward, part-time seniority earned will be calculated for full-time credit for the bidding of full-time vacancies only. All part-time seniority will be converted into 50% of full-time seniority credit.

(s) (1) Employees laid off from their location and remain with the company by exercising their seniority rights or who remain with the company by exercising their contractual rights under Article II will retain unlimited recall rights to the station or stations from which they are laid off.

(2) All employees who are on lay-off as described in paragraph (1) above, shall have the right to bid on all job openings and promotions that are up for bid system wide, covered under their contract and still maintain their unlimited recall rights to the station or stations from which they were laid off.

(3) Employees laid off who are unable to exercise their seniority, in any classification at any location and are laid off to the street will have recall rights to the station or stations from which they were laid off for a period of four (4) years. These employees will have the opportunity to bid

any/all unbid openings within their work unit system wide, seniority permitting. It is the employee's responsibility to contact the appropriate phone numbers supplied at the time of lay-off and ascertain the positions/locations available and bid for the available position(s), within the required time limits.

(4) Employees laid off from their station/location who had the opportunity to exercise their seniority in any classification in which they hold seniority, but choose to be laid off to the street will have recall rights to the station or stations from where they were laid off for a period of four (4) years. These employees during this lay-off will have the opportunity to bid any/all unbid openings within their work unit system wide, seniority permitting. It is the employee's responsibility to contact the appropriate phone numbers supplied at the time of lay-off and ascertain the positions/locations available and bid for the available position(s), within the required time limits.

(5) All employees of the company who have been laid off to the street will have the opportunity to be interviewed for entry level positions/unbid openings in other contracts providing the employee properly notify the Company. It is the employee's responsibility to contact the appropriate phone numbers supplied at the time of layoff and ascertain the positions/locations available and bid for the available position(s), within the required time limits. All arrangements regarding this provision will be the employee's responsibility.

## **ARTICLE IX- FILLING OF VACANCIES**

### **(1). Permanent Positions.**

(a) The successful bidder for a permanent position shall be assigned to his new job no later than nine (9) months after the job is awarded. If, because of lack of a qualified replacement or other causes, there is a further delay to the job assignment, the matter shall be discussed with the Chief Steward. The Company will endeavor to fill the position as quickly as reasonably possible. If the position is a promotion, the successful bidder will receive full pay and seniority of the new position from the day the award is posted.

(b) All permanent full-time vacancies, all new jobs, all premium jobs, all promotions and all jobs at newly opened stations within the scope of this Agreement shall be bulletined within five (5) days of the requirement for a position, for a period of ten (10) work days at all locations where employees hereunder are employed. Such bulletin shall state the vacancy or vacancies, or jobs are or permanent, the number of jobs to be filled, the classification of each job, the station or location. The vacancy or vacancies will be bulletined system-wide at all shops and stations giving all the information required above and shall specify a final date after which bids will not be considered. Such date will not be less than ten (10) days after the bulletin is posted. An employee, who is on vacation or training for the entire ten (10) day period or longer, may file a bid within forty-eight (48) hours of returning to duty.

(c) An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid, and if he is the senior bidder on more than one (1) vacancy, he shall have the opportunity to qualify only for the job ranked highest in his preference. All bids will be made in three (3) written copies by the employee with two (2) copies furnished to the Company and one (1) copy furnished to the General Chairman.

(d) After an employee has been chosen to fill a bulletined job, the Company shall within five (5) work days post a notice of same on all appropriate bulletin boards and furnish a copy to the General Chairman, showing the name of the successful bidder and his classification seniority date. An employee, whose name is posted as the successful bidder to fill bulletined vacancies and who subsequently rescinds his bid, shall be prohibited from bidding for all subsequent vacancies for a period of three (3) months. A successful bidder for a vacancy will be permitted to bid for other vacancies without penalty up to his last active working day at his present station. In the event that there is no applicant for a vacancy, an employee who is presently prohibited from bidding under this paragraph, will be allowed to file a late bid for the vacancy in accordance with seniority.

(e) In the case of a successful bidder for a permanent bulletined job, all expenses incident to the transfer shall be borne by the employee unless the job fails to continue for at least six (6) months, in which case the moving expense allowance, in accordance with the provisions of Article VIII paragraph (e), excluding the resettlement allowance, will be allowed.



(f) In filling all permanent Maintenance Representative, the senior Maintenance Representative bidding will be chosen. In the event the senior bidder does not have the required licenses, he will be given the opportunity to obtain same.

(g) Mechanic Promoted to Maintenance Representative

If no Maintenance Representatives bid for or accept the position, the senior Mechanic who bids for, is qualified and has the ability to perform the duties required for the job, shall be awarded the position. The successful bidder must obtain the required licenses as per [Training Article Proposal]. The successful bidder shall hold the bulletined job for a period of ninety (90) consecutive days (to commence upon successfully obtaining the first B1 approval) on a trial basis in order to demonstrate his ability to perform the work required by the job, provided the trial period does not exceed six (6) months after the commencement of work in the classification. During such period, if the employee is unable to demonstrate his ability to perform the work required by the job, or if he finds the job to be not as represented in the bulletin, he may return to his previous assignment, but he shall not, in case of failure to demonstrate ability, for a period of six (6) months after said failure, be permitted to bid for a vacancy in the higher classification in the same type of work in which he was unable to demonstrate ability.

(h) In filling all other permanent bulletined jobs covered by this Agreement, the senior employee bidding will be chosen.

(i) During the interim required to bulletin a vacancy, if not expected to last less than sixty (60) days, paragraph (b) Temporary Union Positions, will apply.

(2). Temporary Union Positions

(a) In the case of Union position vacancies not expected to exceed sixty (60) days, the Company may upgrade the most senior qualified employee to fill such vacancies on a temporary basis without bulletining the job so long as the operation is not adversely affected, however, cutback employees from such classifications will have preference in accordance with their seniority in filling such vacancies. The company will also offer overtime to fill the position to station Union employees as applicable. If there are no volunteers, the most suitable junior employee will be assigned by the company. If there is no Union employee available or qualified to be assigned on station, then an on-station manager may be assigned to the position.

(b) If the job continues for more than sixty (60) days, then a temporary position will be bulletined immediately, at a station where appropriate manpower can be made available, at or before the expiration of said sixty (60) days. The temporary position will be awarded to the senior qualified employee to fill the vacancy. If the successful bidder for the bulletined job is located at some station other than the station where the bulletined job is to be filled, the Company will transfer the employee to the new location at subsistence rates in accordance with the provisions set forth in paragraph (e) of Article VII and will furnish transportation for him. If the position is later posted as a permanent position, the employee who has worked temporarily on the job, if he is the successful bidder for the permanent position after bulletining, shall have his seniority accrue from the date of such temporary assignment, providing that no other permanent vacancy has been filled in the interim.

If no union employee can fulfil the temporary position in its entirety, the Union and management will meet to agree on fulfilment in Calendar Month blocks (Monthly temporary bids), Managers may be used to fill the vacancies if no other suitable arrangement can be found.

(3) An employee under this Agreement assigned to a temporary job shall, upon discontinuance of such temporary job, be returned to his former job and status.

(4) Shift vacancies will not be bulletined, however, the Company will assign the senior employee desiring such vacancies.

(5) It is agreed that the Company will normally promote its own staff to Maintenance Representative positions in accordance with paragraph (e) and only when competent employees cannot be found in the ranks will the Company vary from this provision.

(6) In the event that there is no bidder for a posted Maintenance Representatives vacancy, the company will staff the position under provisions of paragraph (b) until a new union position is recruited and trained. The Company will endeavor to fill the position as quickly as reasonably possible.

(7) To complement the technical qualifications all Maintenance Representatives may be required to participate in a Leadership development program. This will be the last course scheduled except by agreement with the staff member concerned and his shop steward.

(8) No employee will be given a permanent transfer against his wishes. All transfers of ten (10) days or longer will be given in writing to copies with the Local Committee and General Chairman.

(9) The Company will not hire anyone in the classification of Mechanic or higher classification hereunder if there are employees covered by this agreement available who are qualified and willing to fill such positions.

(10) Whenever an employee is appointed to a higher classification as a relief, he shall be paid at the next highest point on the new scale to his current rate.

(11) An employee may not transfer to a vacancy in his classification unless he has been at the station from which he is seeking to transfer for at least one year. However, an employee who has accepted a promotion at another station or a part-time employee accepting a permanent full-time job at another station, may return to his original station whenever a vacancy in his **NEW** classification arises. **This is the only exception to the one-year rule. A vacancy in their previous position, does not qualify, even if the result is the company hires externally.**

(12) For informational purposes only, the Company will advertise throughout the system all full-time jobs in excess of 30 days prior to hiring from the outside if the particular position has not been filled through the normal bidding process.

(13) All stations shall be self-relieving for a period of up to sixty (60) days or until a Temporary Position is filled.

Union positions will be covered in the following order

1. Overtime
2. On Station Manager
3. Posted union bid for coverage
4. BA 3rd party on station Manager
5. Off station BA Manager

Manager Positions will be covered in the following order

1. On Station BA Manager (Within a 40-hour week)
2. Overtime for union engineering staff
3. On Station BA Manager (working additional hours beyond 40)
4. On Station BA Third Party Manager
5. Off Station Manager

**(14) Regular Training**

**New Maintenance Representatives will receive training available until they have achieved two (2) B1 approval. After all on station have achieved two B1 approvals, training will be assigned at management discretion. When training is offered, and there are no bidders for this training, the most junior Maintenance Representative may be required to attend.**

**(15) New Aircraft type Training**

**Training for all new aircraft planned to operate to the station will be based on seniority for a period of one year from the date of operation to the station or two courses and then will be offered at Management discretion.**

**(16) In the event a station not currently manned by IAMAW staff should become manned, vacation bids at that station will include all staff at that station (non-union and union) and bidding will be by USA company seniority.**

## **ARTICLE X- LEAVES OF ABSENCE**

(a) When the requirements of the service will permit, any employee hereunder shall, upon proper application and approval of the Company and Union, be granted a leave of absence in writing for a period not in excess of ninety (90) days. Under such leaves, the employee shall retain and continue to accrue seniority.

Such leave or leaves may be extended for additional periods not to exceed ninety (90) days when approved by the Company and Union, in writing.

(b) Each employee may take one (1) personal leave day with pay each calendar year, using the same notice procedure in each Department or Section as is used for CTO days.

If unused during the calendar year, employees may roll it into their CTO bank at the end of the calendar year.

(c) Employees accepting full-time employment with the Union shall during such employment be granted an indefinite leave of absence by the Company. Such leave of absence will not affect the seniority status of the employee. A maximum of one employee selected shall have the right to continue participation in the established Health and Welfare and Pension programs. The employee will pay the active employee contribution for the health care tier they have chosen paid monthly directly to the Company. Furthermore, said employee will be granted necessary free transportation on the Company's system relative to the problems arising under this Agreement.

(d) Employees hereunder returning from an authorized leave of absence or extension thereof will be returned to the job held when the leave was granted. If the job no longer exists, he may exercise his seniority.

(e) Any employee hereunder on leave of absence engaging in gainful employment not provided for in paragraph (b) above without prior written permission from both the Company and the Union shall forfeit his seniority rights and his name will be stricken from the seniority roster.

(f) Any employee enlisting in, drafted or conscripted for Military or Naval service in defense of the United States or the British Commonwealth during an actual period of war, or any employee drafted or conscripted by Act of Congress for Military or Naval training shall retain his seniority unimpaired and upon honorable discharge from such service, shall in accordance with the laws of the United States, be restored to his former position or one of equal rating in accordance with the exercise of seniority rights, provided he applies for reinstatement within ninety (90) days following his discharge from Military or Naval service. In case of temporary or partial disability, which makes it impossible to return to work within ninety (90) days after discharge, the Company and the Union for a proper extension of time will make special arrangements.

(g) Employees who are members of an Armed Forces Reserve will be granted leaves of absence for the required part-time performance of military training or duties, and such time shall be counted as time worked for all purposes whatsoever under this Agreement, provided notice of reserve duty has been shown to the Department Head upon receipt. Employees called to active reserve duty for

two weeks or less will be reimbursed for basic pay lost on military duty, provided statement of reserve pay is presented to the Timekeeper no later than thirty (30) days after his return to work. Pay from military authorities for such duty shall be deducted from the regular basic pay from the Company.

## **ARTICLE XI- VACATIONS WITH PAY**

Vacation entitlement for current staff will not exceed 25\* days. Current staff with a vacation entitlement that exceeds 25 days will maintain but not be able to exceed their current level of vacation entitlement.

\*Staff with 23 years or more of service at date of ratification will proceed to 30 days' vacation entitlement in the year of the 25th anniversary of continuous service. Staff with 28 years of service or more at the date of ratification will proceed to the 35-day vacation accrual entitlement.

(a) All employees covered by this Agreement, hired prior to date of ratification, shall be entitled to a paid vacation on the following basis:

1. The vacation year shall be from January 1st to December 31st and the Company agrees that it will not restrict any part of the vacation year.
2. Pay for accrued vacation entitlement shall be computed by a basis of eight (8) hours at an employee's straight time rate.
3. New employees shall be entitled to take a vacation in the first year of their employment. Service in the first year shall earn 1/2 days' vacation for each completed month of service.
4. In the year of the first anniversary of continuous service an employee shall receive ten (10) working days of paid vacation.
5. In the year of the second anniversary of continuous service, an employee shall receive eleven (11) working days of paid vacation.
6. In the year of the third anniversary of continuous service, an employee shall receive twelve (12) working days of paid vacation.
7. In the year of the fourth anniversary of continuous service, an employee shall receive thirteen (13) working days of paid vacation.
8. In the year of the fifth anniversary of continuous service and up to and including the year of the ninth anniversary, an employee shall receive fifteen (15) working days of paid vacation.
9. In the year of the tenth anniversary of continuous service up to and including the year of the sixteenth anniversary, an employee shall receive twenty (20) working days of paid vacation.
10. In the year of the seventeenth anniversary of continuous service up to and including the year of the twenty-fourth anniversary, an employee shall receive twenty-five (25) working days of paid vacation.

11. In the year of the twenty-fifth anniversary of continuous service, an employee shall receive thirty (30) working days of paid vacation.

12. In the year of the thirtieth anniversary of continuous service, an employee shall receive thirty- five (35) working days of paid vacation. Example: An employee who is hired on July 01, 1990 is entitled to three (3) days paid vacation in 1990. In 1991 he is entitled to ten (10) days paid vacation. And so on, in 1995 he is entitled to fifteen (15) days paid vacation. And so on for other anniversary dates. At an employee's request, the Company will reimburse at straight time, at the end of the calendar year, any unused vacation beyond 25 days. Bidding for the seventh (7th) weeks' vacation will take place after all other staff have bid their vacation.

(b) The Company reserves the right on termination of employment to recover pay for all leave taken but unearned in accordance with paragraph (a) of this Article.

(c) Accrued vacation allowance shall be paid to any employee who resigns or leaves the Company because of reduction in force, or for Military Service, provided that in the case of resignation, the employee has completed six (6) continuous months of service. He shall not be paid for such accrued vacation if he resigns without giving two (2) weeks written notice to the Company, or if he has been discharged for cause involving monetary or material loss to the Company. Employees who are discharged from the service of the Company prior to taking the annual vacation earned at the beginning of the current year shall receive vacation pay in lieu of said vacation within ten (10) days from date of discharge, provided however that where such action of discharge is appealed in accordance with other Articles of this Agreement, such pay shall be retained by the Company pending final disposition of the appeal. However, in reduction of forces, an employee who accepts other employment during the period of notice shall not forfeit accrued vacation pay. In case of the death of an employee, the amount due shall be paid to his legal heir or representative in accordance with applicable laws, provided the deceased employee has completed six (6) continuous months of service.

(d) Regularly scheduled days off or recognized holidays at the beginning or end of a vacation period will not be considered as part of the vacation period, but if recognized holidays fall within an employee's vacation period, said vacation period will be extended by an additional regular work day with pay for the same.

(e) Requests for vacation leave will be granted so far as possible on a basis of seniority at the point or facility affected. Subject to the requirements of the Company, employees covered by this Agreement will be permitted to select their vacation in the shop, station or department in which they are employed in accordance with length of service within classification. Schedules for such vacations will be published by October 15th prior to the beginning of each vacation year, and staff shall choose their vacation preference in seniority. A limit of three weeks' vacation will be bid in the months of June, July and August by any one employee. Only five (5) CTO days may be bid in conjunction with the above three weeks but shall not be counted as one of these weeks.

Any employee who has not so chosen by December 1st, will have his vacation period assigned; however, senior employees will not be permitted to take vacation already assigned to a junior employee. On promotion an employee may be required to change his original vacation preference, depending upon operational demands, upon entry into the new classification.

(f) Employees with a vacation entitlement of two (2) weeks or more per year, will be Allowed to convert up to two (2) weeks' vacation time to CTO days to be deposited in their CTO bank. Employees have to exercise this option prior to bidding their vacation entitlement for the year.

(g) Vacations shall not be cumulative, and at no time shall vacations be taken in conjunction with the vacation entitlement for another year. Staff are expected to bid and take their vacation during in the year in which it is earned. If unused during the calendar year, employees may roll it into their CTO bank following the end of the calendar year. If the Company has requested the employee in writing to postpone such vacation, the employee shall be entitled to defer such vacation until the succeeding year. However, as an exception, an employee may be allowed to combine one year's vacation with the next, providing it is taken at the end of December in conjunction with the next year's vacation on the First of January.

(h) Employees will not be paid in lieu of accrued vacation except upon termination of employment.

(i) Vacation pay shall not accrue during leaves of absence.

(j) Vacation shall be scheduled to commence after the close of the workweek and will end previous to and in conjunction with the next two (2) scheduled days off.

(k) The Company may employ a vacation relief roster for all Sections or Departments. Inclusion on the roster will be on a bid basis and employees who bid will be used as vacation relief for other staff in their classification. Employees will be paid the night shift differential when on vacation relief regardless of the actual relief shift worked.

(l) The maximum number of employees permitted to be on vacation at any one time will be equal to the number of employees on the vacation relief roster. In no event, however, shall the number of employees on the vacation relief rosters exceed 20% of the total number of employees in each classification on the vacation roster.

There will be two methods of implementing this procedure. Each classification will be free to select the method to be used and once selected it will not be changed until the next roster change. An employee on the vacation relief roster may select the vacation week he wishes to work from those required to be covered by the Company. The employee on vacation relief will be used exclusively to cover vacations and CTOs bid five (5) days at a time and in conjunction with their vacation and will not be used to cover any other absences.

1. Any provision in this Agreement to the contrary notwithstanding vacation will be deemed to consist of 5 workdays with 2RDO's falling on Saturday and Sunday. In order to accomplish this, all affected employees will change RDO's in the week preceding their vacation as in the following example:

	M	T	W	TH	F	S	S
Week 1	X	X	X	Off	Off	X	X
Week 2	X	X	X	X	X	Off	Off
Week 3			Vacation			Off	Off
Week 4			Vacation			Off	Off
Week 5	X	X	X	Off	Off	X	X



2. Vacations will begin after an employee's RDO's. In this case, employees bidding on the vacation, relief roster will select the shifts they are to work on a block basis i.e. they will select these relief shifts for the entire seasonal roster. (1) Vacation rosters will be permanently displayed on Notice Boards and Department Heads and/or Deputies shall not appear on such rosters, nor compete with employees hereunder for vacation dates.

An employee's vacation shall not be changed or affected by an employee being posted on special training courses. The Company will have the right to reschedule an employee's vacation due to temporary duty away from base station through voluntary agreement of the employee affected.

(m) Vacations will be bid so that neither Maintenance Representatives nor the Station Maintenance Manager will be on vacation or CTO at the same time.

## **ARTICLE XII- SICK LEAVE AND SPECIAL LEAVES**

THE EMPLOYEES COVERED BY THIS AGREEMENT AND THE UNION RECOGNIZE THEIR OBLIGATION OF BEING TRUTHFUL AND HONEST IN PREVENTING UNNECESSARY ABSENCES OR OTHER ABUSES OF SICK LEAVE PRIVILEGES.

(a) **All** Employees with more than three (3) months service with the Company shall be credited with sick leave credit at the rate of twelve (12) days per calendar year from date of signing, pro-rated for any part year of employment, e.g. year of joining or any year in which the employee is off the payroll. Any part of a month for which any employee is paid shall be counted as a complete month for accrual of sick leave

An employee may use from his accrued sick time up to twelve (12) excused hours per year for the purpose of pre-planned/pre-approved medical procedures. These hours must be taken in four (4) hour increments and notice must be provided one week in advance.

(b) For the first three years of active employment, an employee shall be allowed three (3) occasions per year of medically certificated absence, drawing up to his unused sick leave credit. Any absence other than the two occasions described above shall be unpaid. All accrued and unused sick leave shall be credited to the employee's record.

(c) Sick leave shall be credited to each employee at the beginning of each calendar year. All employees will be credited with sick leave based upon length of service with the Company from the date of engagement, less any sick leave paid by the Company since that date. In the case of actual sickness, employees shall be paid for time lost up to the number of days to his personal credit, provided that in case of continuous absence of over three (3) days the employee will furnish to the Company a medical certificate in support of such absence. If the period of absence is on both sides of rostered days off, the days off shall be counted in the three-day period, and a medical certificate shall be required.

(d) After one week's absence, employees are required to file for short-term disability benefits. Staff who are being paid full sick pay benefits from their accrued sick bank will have disability payments revert to the Company. Sick leave credit will be reduced at the rate of one day for each day the employee is absent from work. If after an employee exhausts his sick bank and remains unable to work due to illness or injury, an employee will receive a disability benefit from the insurance carrier.

(e) Employees on sick leave shall receive their sick leave compensation for the time accrued to their personal sick leave credit, on the next established pay day.

(f) It is the responsibility of the employee absent from work because of sickness to immediately report such absence and reasons therefore to the Company designated telephone number at least two (2) hours before his scheduled starting time. To ensure adequate staffing on AM shifts, all staff reporting sick are required to report such absence to the Company at the earliest opportunity, but no later than the two (2) hours mentioned above. In relation to AM shifts, for a second sick

day or more, the employee is required to report such absence the night prior during operational hours.

(g) Where an employee has been absent from work due to sickness, unsupported by medical certificates, on five occasions during any period of six months, he will be required to produce medical certificates for all future absences before being permitted to return to work.

If his attendance thereafter improves to a satisfactory level during the next six months, the requirement to produce medical certificates shall be discontinued. This requirement shall be without prejudice to the Company's right to take other action whenever abuse of sick leave is indicated.

(h) If the Company, at any time at its discretion, grants additional sick leave or assistance to any employee, it shall not constitute a precedent requiring additional sick leave assistance in any other case.

(i) Sick leave credit will not accrue during a lay-off or leave of absence.

(j) Personal emergency leave for death in immediate family of five (5) days with pay at straight-time rates will be extended to employees. Where the death in the family occurs outside the USA, five (5) days leave will be granted under the same conditions. The immediate family is understood to consist of mother, father, sister, brother, husband, wife, child, blended family (stepfamily) living in the same household, and companion living in the same household. In the event of death of the employee's mother-in-law or father-in-law, and grandparents, the employee will be given two (2) days personal emergency leave with pay and may take additional time not exceeding five (5) days as CTO earned or as leave of absence without pay.

(k) Employees called for jury duty shall receive, in accordance with Company Regulations, their regular straight-time rate less the fee for jury services, providing notice of jury duty has been shown to the Department Head upon receipt, and statement of jury fee paid is presented to the Timekeeper as soon as it is received by the employee.

Employees called for jury duty will be assigned to the day shift with Saturday and Sunday off for the period in question.

(1) If an employee is disabled by an occupational injury or illness, which is re-compensable under the applicable Worker's Compensation Laws, he shall receive his normal straight time wages for a period not to exceed forty-five (45) calendar days. For any employees who join British Airways after November 19, 2009, this amount will not exceed thirty (30) calendar days. After the salary continuation period has been exhausted, the employee will receive Worker's Compensation benefits.

(m) It is agreed that employees who are required to provide post-natal care for a newborn infant will be granted up to one year's leave of absence without pay. Reinstatement rights following the conclusion of leave will be governed by Article X.

(n) Day trade privileges will be contractual, eight (8) per month will be allowed, an employee cannot link two (2) consecutive months together through day trades, qualifications among staff must be equal, and day trades must be approved by management.

Individual employees who violate the day trade policy may lose their right to day trade, as subject to provisions of the Company day trade policy.

(o) Any Group Insurance plans now in effect shall be continued in effect during the life of this Agreement or until changed by mutual agreement. The employees will pay the contribution rates shown in Appendix C.

The Company agrees that during the life of this Agreement, the rate of payment by the employee on any existing insurance plans will not be increased.

The employee contribution percentages, the employee monthly contributions amounts, all co-pays, employee coinsurance rates and all other Plan Design features will remain, as negotiated, until such time as a new Collective Bargaining Agreement is ratified.

(p) Employees covered under this Agreement shall not be required to participate in test flights.

## **ARTICLE XIII- GRIEVANCE PROCEDURE**

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

1. The Union will be represented by properly designated Shop Stewards in each department or shop at each point on the system, who will be known as the Shop Steward, one of which will be known as the Chairman, Shop Stewards.

In the Engineering Department at JFK, a Chief Shop Steward may be designated who will work the day shift with Saturdays and Sunday off. The Chief Shop Steward referred to above will transfer to the day shifts from the next shift change following their election.

In the event of a reduction in force, or when there is temporarily no work when the Chairman of Shop Stewards is scheduled to be laid off because of his seniority, his lay-off shall be postponed by 60 days and the Company shall instead lay off the next senior employee. This shall not apply, however, if for any reason there is no other employee senior to the Chairman who may be laid off in his stead.

2. The Company will be represented by an authorized representative at each point, who will be empowered to settle all local grievances not involving changes in Company policy or the intent and purpose of this Agreement.

4. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

5. The accredited representatives of the Union shall be permitted at any time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes after contacting the Company officer in charge and advising him of the purpose of the visit.

(b) The following provides for the prompt and orderly settlement of disputes growing out of grievances or out of the interpretation of application of provisions of this Agreement covering rates of pay, rules or working conditions:

All reference to days in this Article will be calendar days.

(i) The employee, either individually or in the company of his Shop Steward, will discuss the matter orally with the Section Head or his authorized representative within ten (10) days after the incident or his knowledge of the occurrence which brought the grievance about. The Section Head or his authorized representative shall give his answer within five (5) days.

(ii) If the employee is dissatisfied with the decision given by his Section Head or his authorized representative, he will submit the grievance in writing to the Manager, Human Resources or his authorized representative, within ten (10) days after receiving the answer in Step 1.

A fact sheet in a form agreed between the Company and the IAMAW shall accompany the written grievance. Where the facts are agreed, both the grievant and the authorized Company

representative who heard the oral grievance shall sign the fact sheet. Where the facts in the grievance are not disputed at this stage, it is understood and accepted that these are the facts upon which decisions shall be based at each step of the grievance procedure not including the System Board. Where the facts are not agreed, both the grievant and the Company Representative who heard the grievance at the oral step, will submit separate fact sheets, but each will sign the sheet prepared by the other so that each may be aware at this stage of the discrepancies of fact which exist. The Manager, Human Resources or his authorized representative will render his decision in writing no later than ten (10) days after receipt of the written grievance and fact sheet(s).

(iii) If the decision in step two (2) is not considered satisfactory, a Union General Chairman or his designee may refer the matter to the Company's Vice-President Human Resources. The notice of intent to appeal the matter to step three (3) must be made in writing within thirty (30) days after the step two (2) decision. Within thirty (30) days after the step three (3) appeal date, the Vice-President Human Resources or his designee will meet with the Union General Chairman or his designee and endeavor to reach a settlement of the issues involved on the matter appealed. A written decision will be issued no later than five (5) working days following the meeting. If the decision in step three (3) is not satisfactory to the Union, the matter may be referred by the Union's General Chairman to the System Board of Adjustment.

(c) (i) No employee who has been in the service of the Company for more than ninety (90) days will be disciplined to the extent of loss of pay or discharged without first having the benefit of a fair and impartial hearing. However, an employee may be suspended pending such investigation or such hearing.

(ii) The employee will be advised in writing of the precise charge or charges against him within ten (10) days after the date the Company has knowledge of the occurrence. An additional twenty (20) days will be granted if the Company requests it from the Union for the Company to complete a proper investigation of the facts. Copies of the charge or charges will be furnished to the Local Committee and the accredited representative. If after investigation the Company decides not to conduct a hearing, under the terms of the contract the employee will be so notified as soon as possible after the decision is reached.

(iii) In the event of discharge or suspension, a hearing will be held within ten (10) days from the date of the written notice and at this hearing the employee may be present and have representatives of his own choosing. He will be permitted to hear all evidence against him and with his representative question all witnesses and/or statements against him. Reasonable opportunity will be allowed employees to secure the presence of their representatives, and it shall be the obligation of the Company to summon all witnesses whom the employee feels can present facts which will lend weight to his testimony.

(iv) All hearings and investigations will be conducted during regular day shift working hours, and Committee Members and necessary employee witnesses shall not suffer loss of pay while handling grievances or attending hearings.

(v) The hearing officer will render his decision in writing no later than ten (10) days after the close of the hearing.

(vi) In case it is found the suspension or discharge is unjust, the employee will be re-instated with full seniority, paid for time lost, and records corrected.

(vii) In cases of discipline which do not involve discharge, if the employee(s) with regard to whom the hearing was held is dissatisfied with the decision reached by the Hearing Officer, the employee may file a grievance no later than thirty (30) days after the Hearing Officer reached his decision.

(viii) In the event of a discharge, the General Chairman or his representative may appeal the decision to the System Board of Adjustment not later than thirty (30) days after the Hearing Officer has reached his decision.

(d) Service records shall be maintained for all employees by the Company, and upon resignation or discharge from the service, the employee, upon request, will be furnished with a copy of same. In discharge cases, the employee and his Union representative will have access to the service records applicable to the case prior to the holding of any investigation. In cases where it is necessary that a man should be warned due to the caliber of his work and/or the general performance of his duties, such warning will be made to the employee in writing with a copy to the Local Chairman, and the employee will be given a reasonable length of time to correct the matter.

(e) Written disciplinary letters and Hearing Officer's decisions which deal with punctuality, attendance and other forms of discipline which are more than two years and one day old, without any subsequent written disciplinary action having been taken will be removed from the employee's record. Attendance and other disciplinary issues will be treated separate for purposes of this paragraph.

(f) Service and/or personnel records will be made available for examination at any time upon request from employees hereunder or from a General Chairman of the District.

(g) No employee selected as a Committeeman or Officer of the Union will be discriminated against for lawful activity on behalf of the Union.

## **ARTICLE XIV- SYSTEM BOARD OF ADJUSTMENT**

- (a) In compliance with Section 204, Title II, of the Railway Labor Act as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedure for settling disputes, as set forth under Article XIII.
- (b) The System Board of Adjustment shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union, and one (1) selected by, the parties from a standing panel of five (5) Referees. The Company and the union shall agree upon a list of five (5) Referees from which one will be selected, by mutual agreement, to hear any dispute which is referred to arbitration under this Agreement. A Referee may be removed from the list by either party during the term of this Agreement and in such instances, the parties will select a replacement. Should the Company and the Union be unable to agree upon said replacement member(s) they shall make a joint request to the National Mediation Board to name interim Referee(s).
- (c) The foregoing notwithstanding, the parties may agree to select a Referee who is not a member of the five (5) member panel to hear a case with the Company and the Union Board members and such panel will, for such case, constitute the System Board of Adjustment.
- (d) The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any amendment hereto.
- (e) The Board shall consider any dispute properly submitted to it by an accredited Union Representative or by the Vice-President Human Resources or his authorized representative, when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that Notice of Intention to Appeal is filed within thirty (30) days after the procedure provided for in Article XIII of this Agreement has been exhausted. If not filed within such period, the action of the Company or Union shall become final and binding. The date of notice shall determine the order for considering cases, unless the parties mutually agree otherwise.
- (f) The office of the "Secretary to the Board" shall alternate January 1st of each year between the Company member of the Board and the Union member of the Board with the Union member serving on even numbered years and the Company member serving on odd numbered years. The Secretary shall give written notice to the Board members and the parties to the dispute in connection with the scheduling of the Board matters.
- (g) The neutral member (Referee) shall preside at meetings and hearings of the Board and shall be designated as Chairman of the System board of Adjustment. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded.



(h) The Board shall meet in New York City, unless a different place of meeting is agreed upon by the Company and the Union. In the event either of the parties is of the belief that the hearing should be held at a site other than New York City, such party will notify the other party and, if both sides agree, the System Board hearing will be conducted at the site agreed upon.

(i) The notice of dispute properly referred to the Board for consideration shall be addressed in writing to the Company member and the Union member jointly and shall include the following.

Each case submitted shall show:

1. Question or questions at issue.
2. Statement of facts.
3. Position of appealing party.
4. Position of other party.

(j) Upon filing the notice of dispute, the Company and the Union Board members shall, within ten (10) working days, select a Referee to sit with the Board to settle the dispute and the Secretary of the Board shall advise the appealing party and other party of the name and address of the Referee. If the Board members are unable to agree upon a Neutral Referee within the ten (10) workdays, a joint request will be directed to the Chairman of the National Mediation Board for the appointment of a Neutral Referee.

(k) The parties will endeavor to schedule a hearing date within thirty (30) days after the appointment of the Neutral Referee. If neither party nor the Chairman requests a hearing, such hearing shall be waived.

(l) Following the hearing, the Board shall convene in Executive Session, unless both parties mutually agree otherwise. The Board shall issue its decision at the conclusion of the Executive Session, if possible. However, a written award will be rendered to the parties not later than thirty (30) workdays following the Executive Session. In no event shall a decision be issued until after an Executive Session has been held if either the Company or the Union Board member has requested such session. In the event there is to be no hearing, the Chairman shall set a date which is agreeable to the board members, for an Executive Session of the Board. The Board shall issue its decision at the conclusion of the Executive Session, if possible. However, a written award will be rendered to the parties not later than thirty (30) days following the Executive Session.

(m) The time limits expressed in this Article may be extended by mutual agreement of the parties to this Agreement. The expenses and reasonable compensation of the Referee selected, as provided herein, shall be borne equally by the parties hereto.

(n) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. The Board may, at the request of either the Union member or the Company member thereon, call any witnesses who are employed by the Company and who may be deemed necessary to the dispute.

(o) A majority of all members of the Board shall be competent to make an award.

(p) Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties thereto.

(q) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company, or their duly accredited representatives, under the provisions of the Railway Labor Act as amended.

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

(s) Each of the parties will assume the compensation, travel expense and other expense of the Board member selected by it.

(t) Each of the parties hereto will assume the expenses of the witnesses called or summoned by it. Compensation of witnesses who are employees of the Company, who are summoned by either party, will be assumed by the Company. Witnesses who are employees of the Company, if necessary, shall receive free air transportation from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law and mutual agreements with other air carriers.

(u) The Company and the Union members of the System Board, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half by each of the parties hereto. If necessary, Board members shall be free air transportation for the purposes of attending meetings of the Board, to the extent permitted by law and mutual agreements with other air carriers.

(v) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

(w) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

## **ARTICLE XV- SAFETY AND HEALTH**

(a) The Company hereby agrees to maintain safe, sanitary and healthful conditions in all plants, and to maintain at all times a registered emergency first aid station to take care of its employees in case of accident or illness, provided that nothing in this Agreement shall compel the Company to maintain a doctor or nurse at any of the Company's bases or stations. The Company agrees to furnish good drinking water and sanitary fountains will be provided wherever possible. The floors of the toilets and washrooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthy and sanitary conditions. Shops and washrooms will be lighted, ventilated and heated in the best manner possible, consistent with the source of heat, ventilation and light available. Individual lockers will be provided for employees. In order to eliminate, as far as possible, accidents and illness, an adequate Safety Committee will be established at each point on the System, composed of an equal number of Union representatives and Company representatives.

(b) The duty of the Safety Committee will be to see that all applicable State and Municipal safety and sanitary regulations are complied with, as well as to make recommendations for the maintenance of proper standards.

(c) This committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such devices to be furnished by the Company. Employees will not be required to use unsafe tools or equipment; however, employees will be expected to report unsafe tools or equipment to the Representative before refusing to use such defective tools or equipment. The Company will furnish protective apparel, equipment and devices approved by the Safety Committee to all employees required to work with acids or chemicals that are injurious to clothing or employees, and such other protective apparel, equipment and devices as their work may require, and all employees shall be required to use such apparel, equipment and devices. Failure to do so will result in forfeiture of the right to claim sick leave pay for an absence occasioned by such neglect. Copies of Minutes of any Committee Meeting shall be sent to the General Chairman.

(d) Employees injured while at work shall be given medical attention at the earliest possible moment and employees shall be permitted to return to work without signing any release of liability, pending the disposition or settlement of any claims for damage or compensation. Such injured employees who are able to work will be allowed to obtain medical attention without loss of time. It is the responsibility of the injured employee to report an injury to his immediate Supervisor during the work period in which the injury occurred recommendations for the maintenance of proper standards.

(e) Employees entering the service of the Company may be subject to a physical examination. The cost of any such examination will be paid by the Company.

## **ARTICLE XVI- GENERAL AND MISCELLANEOUS**

(a) Subject to applicable law, reasonable smoking and refreshments during hours of duty will be permitted in designated areas, provided an employee shall not leave the job to indulge in such smoking and refreshments without permission.

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

(c) As appropriate, staff shall be provided with customer contact uniforms or workwear to the specifications stated in the Company's Uniform regulations without cost to the employee. Employees losing such garments shall be required to replace same at their own expense. When an employee leaves the service of the Company, such garments will be returned to the Company. Employees required to wear a uniform must report for the start of their shift in uniform.

British Airways will assist in the laundering and cleaning of uniforms in the following manner:

1. Each affected employee will receive by December 15th of each year the sum of \$250 to cover all cleaning and laundering costs incurred during the year. This amount will be pro-rated for employees who may have worked less than a full year.
2. This allowance shall not apply to employees whose uniforms are presently being delivered or laundered at Company expense by an outside cleaning service. Employees who wear uniforms, which are laundered by the Company, will be issued a minimum of five (5) shirts and two (2) pairs of trousers each week.
3. This reimbursement shall not apply to extraordinary expenses such as repairs or alterations.
4. British Airways reserves the right to change this procedure by contracting with a service, which will provide cleaning and laundering of uniforms at Company expense. Such change would be made at the beginning of the calendar year.

(d) A place shall be provided inside all Company shops and hangars marked "International Association of Machinists and Aerospace Workers" where Union notices of interest to the employees will be posted; however, no political circulars, propaganda or advertisements will be placed on these bulletin boards.

(e) The Company shall provide each employee covered by this Agreement with a copy of the Agreement printed in a Union shop and bound in a convenient pocket-size booklet.

(f) It is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any strike, or picketing of Company premises during the life of this Agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act as amended, have been exhausted.

(g) The Chairperson of the Shop Stewards across all Agreements shall be scheduled to work a shift that has at least four (4) consecutive hours per day scheduled within normal business hours (09:00 - 17:00) even if the employee does not possess the requisite seniority to bid such shift. For four consecutive hours, per day, of his/her work day he/she shall be considered over and above the normal requirements for that shift and he/she will be free to conduct union related affairs under the Agreements and in so doing will get clearance from his/her Section Head or his designee to enter work areas. However, it is understood that the provisions of article 1 (b) will be relative to such activities.

For purposes of disciplinary hearings, an employee may request the Chairperson of Shop Stewards, provided the Chairperson is from the employee's respective contract, or their station or the Chief Shop steward from their respective contract to act as their representative. The representative will be released from duty to attend the hearing, subject to operational requirements, paid for lost straight time hours and, if required, provided with free space available travel in line with agreed pass policies. The hearings may be rescheduled as necessary until such time as the Company can release the representative from duty.

(h) The IAM Negotiating Committee may consist of two employee representatives per contract. The President and Directing General Chairperson of District 142 will be the one who determines whether it will be one or two representatives per contract.

British Airways will pay the wages of (1) one union representative per contract during negotiations, but not overtime. Expenses will be the responsibility of the IAM.

When Shop Stewards or other employees wish to undertake union activities at the request of the IAMAW, the Company, subject to operational requirements and without pay, will endeavor to release them.

(i) Should there be any change during the life of this Agreement in license requirements or Company approvals, all employees shall be given at least six (6) months from the date of change to obtain such license without change in status or pay.

(j) Any employee leaving the service of the Company will, on request, be furnished with a letter setting forth the individual's qualifications and length of service.

(k) If new equipment is put into service by the Company, employees covered by this Agreement shall be given appropriate familiarization training on the new equipment without change of classification.

(l) Employees covered by this Agreement shall not be required to work on aircraft outside of hangars during inclement weather when hangar space is available to the Company. This clause shall not apply to emergency work on aircraft for immediate service or work of short duration. Suitable rain suits or protective outer garments shall be kept available at all shops or points by the Company.

(m) Insurance will be provided without cost to the employees against loss by fire or theft, of the entire tool kit up to a maximum of \$3,250 and including a \$50 deductible clause. It is understood

that it is the employee's responsibility to keep an updated tool kit list on file with Engineering Management and to ensure that the kit is locked in a designated area.

Management may, at any time inspect an employee's tool kit in order to ensure that the tools remain on the premises and verify that the tool kit list on file is accurate.

(n) Whenever hand tools are required for use on foreign aircraft not in general service, the Company will purchase and supply same at no cost to the employee.

(o) Any charter flights operated by BA to manned on-line stations will be handled by employees covered by this Agreement. Flights into locations not manned by BA shall be handled at the Company's discretion.

(p) At JFK only, towing and headset for technical reasons and light GSE maintenance (e.g. checking fluids, checking tire pressure, changing if required) will fall under the Maintenance Representative/Mechanic job description. A Maintenance Representative/Mechanic(s) will be assigned, by management, to perform desk duties, including EWS and signaling. Management will have the right to perform these duties if there is a requirement for the Maintenance Representative/Mechanic assigned the desk function to work on aircraft. It will be at the company's discretion to determine whether the work of, post de-icing inspection and associated paperwork, will continue to be performed by the Maintenance Representative/Mechanic or some other party.

This will not be done on an ad hoc basis. The Company will notify the Union prior to the start of the winter season (October 1st) who will handle this work throughout the upcoming winter season.

(q) Full-time employees will be permitted to engage in an outside profession, trade, or business while employed by British Airways. Full-time employees who wish to engage in outside profession, trade or business while employed by British Airways will be required to:

(1) Provide to the People Department written notice of their secondary employer details (name of secondary employer/company, address and telephone contact, and number of hours regularly scheduled to work) prior to starting the new job/occupation.

(2) Employees who are absent from work due to illness, short or long-term disability or occupational injury may not engage in a secondary occupation without permission from the People Department.

(r) The Company will be free to determine who performs the functions of all non-technical work including towing and push backs, head set operation, technical manual revisions and storage, ground service connections (air conditioning, electrical, fueling, lavatory), opening and closing of panels for ground service connections, opening of cabin doors, vehicle maintenance, ground equipment maintenance, wing-walking, marshalling. re-fueling and de-icing of airplanes including associated company paperwork, removing and replacing chocks, and sending required messages. In emergency situations, management may assign British Airways Mechanics and/or Maintenance Representatives to perform any of the above functions.

(s) Non-normal maintenance, such as the type carried out by small specialist AOG teams, can be carried out by such. The engineering staff will match, as far as staff can be made available from the operation, man for man, for the compliment of AOG team members working on said aircraft.

For engineering major repairs that require specialized manufacturers repair teams that consist of over SIX (6) persons, the Company and Union will meet to discuss limited staffing.

**(t) It is hereby mutually agreed and understood that the Company agrees to continue its present practice of paying the cost of parking at Airports where employees covered in this Agreement are located. It is also agreed that where at any airport the parking facilities available to employees are drastically changed the Company will negotiate the changed circumstances with representatives of the Union.**

## **ARTICLE XVII- WAGE RULES**

(a) The minimum hourly rates set forth in Appendix A attached hereto and made a part of this Agreement shall prevail after the date of Agreement, with the exception of pay rates and longevity provisions set forth in Appendix A which became effective after the date of this Agreement.

(b) No employee paid by the hour or week shall suffer any reduction in hourly rate or weekly take home pay for a standard 40-hour work week as a result of making this Agreement effective, and nothing in this Agreement shall be considered as preventing increases in individual rates or classifications over and above the minimum established.

(c) All employees will be paid through direct deposit, weekly. Staff will be required to fill out the necessary forms and file the needed information with the Payroll Unit. Staff paid by electronic funds transfer will have their pay available to them no later than Friday.

(d) Pay checks will include a statement of all wages and deductions made for the pay period. The employee's statement shall include the number of hours worked and the overtime pay shall be listed separately from straight time.

(e) Should the regular payday fall on a holiday, or days when the shop or facility is closed down, employees will be paid on the preceding day.

(f) Employees recalled to work from a lay-off shall be returned to their former position, if the job still exists, and shall not be paid a lower rate than they were receiving prior to the lay-off, unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union, provided that if the job does not exist, the recalled employee shall receive the rate of the job accepted.

(g) If an employee is assigned to a supervisory capacity for a period of one day or more, he shall be paid the equivalent daily rate of the minimum base rate for the job classification in which he substitutes. It is understood that this will be full and final payment for services provided on these days regardless of the hours involved.

(h) Nothing in this Agreement shall prevent the Company from paying to an individual employee, a higher rate of compensation than the rate established in Appendix A of this Agreement.

When a new employee is hired in any mechanical classification under this Agreement the Company may recognize his previous experience in the type of work for which he is hired by awarding him a starting rate higher than the minimum for the classification.

(i) **LONGEVITY** - Employees will be paid one cent (1¢) per hour for each continuous year of completed service in a position under this Agreement up to a maximum of 15 cents per hour, increasing at date of signing yearly up to a new maximum of twenty (20) cents per hour.

Effective January 1, 1965, all continuous British Airways service under IAM Agreements will count for longevity entitlement up to the maximum provided in this Agreement.



(j) Mechanics who hold an FCC Repairman's License will be paid fifty (50) cents per hour for such license when it is used for certification. Flightline pay of two dollars (\$2.00) per hour will be paid to all Maintenance Representatives and Mechanics.

**Premiums – Effective on the November 20, 2019 the Company will pay each Mechanic one dollar and seventy-five (\$1.75) cents per hour premium for the FAA Airframe and one dollar and seventy-five (\$1.75) cents per hour premium for the FAA Powerplant Licenses (A&P) for a total of three dollars and fifty cents (\$3.50) per hour.**

**Effective on November 20, 2019 the Company will pay each Maintenance Representative two dollars (\$2.00) per hour license premium for the FAA Airframe and two dollars (\$2.00) per hour license premium for the FAA Powerplant Licenses (A&P) for a total of four dollars per hour (\$4.00).**

## **ARTICLE XVIII- UNION SECURITY**

(a) Except as provided otherwise herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended shall, as a condition of continued employment in such work, become and remain members in good standing (as herein defined) in the Union within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later.

(b) The conditions of employment outlined in this Article shall not apply with respect to employees to whom Union membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was denied or terminated for any reason other than failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

(c) Membership in good standing in the Union shall consist of the payment by the employees of initiation fees (except in case of authorized and permissible transfer from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as herein above described); for each calendar month not later than the last day of the following calendar month, plus the payment of such assessment(s) (within prescribed time limits), but not fines and penalties, as may be levied in accordance with procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Councils and Conferences".

(d) The Company will within ten (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

(e) All rights of any employee under the Labor Agreement herein above noted and such supplements or amendments as may apply thereto are contingent upon his acquisition and maintenance of Membership in good standing in the Union.

(f) The Union shall furnish to the Company, within ninety (90) days after signing of this Agreement, a list of those employees covered by this Agreement who are members of the Union and shall furnish to the Company each month thereafter a notice of any changes in said list.

(g) Whenever payment of dues is referred to in this Agreement, the conditions of payment shall be met if the amount due is tendered to the Union within the prescribed time limitations. Use of the word "dues" herein shall, in all cases, include initiation fees, periodic dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

(h) Upon receipt of an approved duly signed authorization form, the Company shall deduct from the employee's first pay check following completion of sixty (60) days employment, the initiation fee, dues and assessments payable by him to the Union during the period provided for in said authorization.

(i) All deductions shall be made by the Company on account of initiation fees, dues and assessments, on a weekly basis, unless the Union shall previously advise the Company to the contrary.

(j) This Article is made subject to the provisions of the Railway Labor Act, as amended, and shall become effective as of the date of the signing of this Agreement.

## **ARTICLE XIX- STATIONS OTHER THAN JFK**

The following provisions are applicable to the affected classifications at stations other than John F. Kennedy International Airport:

(a) The stations currently staffed by the IAMAW are: SFO, PHL, LAX, BOS, EWR, IAD, ORD, and MIA. Where there are two (2) daily British Airways scheduled flights, the station will be manned with two (2) Maintenance Representatives. Where there are three (3) daily British Airways scheduled flights, the station will be manned with three (3) Maintenance Representatives. Where there are four or more (4) daily British Airways scheduled flights, the station will be manned with four (4) Maintenance Representatives. A daily flight will be understood as operating year-round, seven (7) days a week and originating from the U.K. Where a station has one or more daily A380s operating all year round, to any of the above stations, one extra Maintenance Representative position will be added at the applicable station.

(b) There will be no requirement for British Airways to staff a one (1) daily flight station. If in the future, British Airways increases service at such stations to two (2) daily flights a Maintenance Representative position will be offered for bid. In the event there are no bidders a Maintenance representative will be hired at that location. The Station will operate under the same terms and conditions as other union staffed out stations. Vacation bidding at stations not currently manned by IAMAW staff will be by USA company seniority.

(c) As stations will be staffed with Maintenance Representatives there will be no requirement to staff a Mechanic at any station. If British Airways chooses to do so, it does not create a future obligation.

(d) British Airways management will be working members of engineering team and will not be considered a violation of the agreement for management to work on British Airways aircraft. Only one (1) Engineering Manager per shift will be scheduled to work on British Airways aircraft.

The names of working managers, their shifts, days off and vacations will be posted at each location and those will be the only managers allowed to work on BA aircraft at that location, notwithstanding article IX paragraph (13).

(e) Managers will not compete for overtime, shifts, or vacation weeks with the IAM represented staff. British Airways will offer overtime to the other Maintenance Representatives at the station to fill any Maintenance Representative shortage. Provided, however, if other B.A. Staff (non-union and union represented personnel) who are on station and are regularly scheduled to work that shift can adequately cover the work of the absent Maintenance Representative, there will be no obligation to offer overtime.

(f) The number of DMMs/SMMs working at each respective station will not exceed:

LAX- three (3)

MIA- three (3) (LOU reference four (4) M/Reps in ORD)

ORD - four (4)

IAD- four (4)

SFO - four (4)  
PHL - one (1)  
BOS - three (3)  
EWR - three (3)

The company will be allowed to increase the above management numbers if/when the company is able to take on additional 3rd party work at any above location provided that the company can prove it cannot be handled by current engineering management compliment. The increase in numbers is limited to the actual, proven, extra managers required to handle the new contract.

(g) Vacancies necessitated by this agreement will be bid in accordance with the CBA. This will apply to all Maintenance Representative vacancies at IAH. When vacancies at IAH arise in the future they will be bid and filled as per Article IX.

(h)The Company will be free to determine the means of aircraft pushback work outside JFK.

(i) British Airways will put its own Engineering staff at ATL and SAN when the flight schedule goes to more than twelve flights per week to/from the UK.

(j)Stations may be supplemented by agency supplied staff.

## **ARTICLE XX- PART-TIME EMPLOYEES**

All part-time employees shall be subject to the provisions of the Agreement between British Airways and the IAMAW dated March 15, 1994, except where they are inconsistent with the provisions of the following:

(a) The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all part-time employees covered by this Agreement, working within the continental limits of United States and its possessions.

(b) At no time may the total number of part time employed at Airports exceed one hundred ten (150%) percent of the total number of full time Airport staff employed system wide across all contracts.

The one hundred ten (150%) percent maximum, will exclude part time Customer Service agents assigned to third party handling contracts and part time mechanics.

(c) Nothing in this Agreement may preclude full-time staff utilizing their seniority in a part-time capacity to displace a part-time employee in the same classification providing it is a bid or a bump.

(d) A workweek may consist of not less than twenty (20) and not more than thirty (30) scheduled hours. Shift patterns are at the discretion of management. The employee may be scheduled to work a minimum of two (2) hours on any given day or a maximum of six (6) hours on any given day. Rosters may be posted and bid two times a year. Based on operational requirements, the Company may implement up to two (2) additional shift bids yearly. The Company must advise the Union thirty (30) days in advance if the additional shift bid option will be implemented. An employee will have a minimum of two (2) scheduled days off. Scheduled days off shall not necessarily be consecutive.

A part-time mechanic will not be rostered on duty, at JFK, without a Maintenance Representatives on duty. At stations outside of JFK, a part time mechanic will not be rostered on duty without supervision (managerial or union).

(e) Where a holiday falls in an employee's rostered day off, he shall be paid the appropriate number of hours at straight time rates to compensate for that holiday.

(f) Overtime will be offered in the following sequence:

- (1.) Full-time staff on duty will be given first preference to work all overtime within their classification.
- (2.) Where full-time staff on duty do not wish to work overtime, part-time staff on duty may work overtime up to a maximum of four (4) hours.
- (3.) Overtime beyond four (4) hours which is not met by full-time and part-time staff on duty will be next offered to full-time staff scheduled to come on duty.
- (4.) Part-time staff scheduled to come on duty, part-time staff may work overtime up to a maximum of four (4) hours.

- (5.) Full-time staff on rostered days off.
- (6.) Part-time staff on rostered days off.
- (7.) Part-time staff who wish to work more than four (4) hours.

(g) On holidays part-time employees may work only after full-time employees have been given the opportunity to work.

(h) Will be covered under the IAMAW National Pension plan at the applicable part-time rate of contribution, \$1.70 per hour.

\*\*see agreed pension plan contributions.

(i) Dependents of part-time employees will be eligible to participate in the medical, dental, and vision plan after completing 180 days of active service. Part-time employees will still be required to pay the applicable rates.

\*\* see medical Appendix C for details

(j) Single employees requiring dental insurance coverage will pay the applicable full-time employee rate. Employees who require dental coverage for their dependents will pay 50% of the regular premium British Airways pays.

(k) Part-time employees who have worked 1000 hours in the first year of their employment are eligible for supplemental life insurance equal to one year's salary, based on part-time remuneration.

(l) Part-time employees (employed prior to the signing date of this Agreement), with more than three (3) months service with the Company shall be credited with sick leave at the rate of 12 days per calendar year, pro-rated for any partial year of employment. For employees hired after signing of this Agreement, the rate shall be 9 days per calendar year, pro-rated for any partial year of employment, commencing after three (3) months of employment. Any part of a month for which an employee is paid shall be counted as a complete month for accrual of sick leave. Sick leave accrual will occur so long as employees are on the active payroll of the Company.

Part-time employees will be credited with the appropriate number of sick leave hours based upon the scheduled shift hours they work. Example: A 20-hour per week part-time employee hired prior to the signing date of this Agreement will be credited with up to 48 hours sick leave per calendar year. A 20- hour per week part-time employee hired after the signing date of this Agreement will be credited with up to 36 hours sick leave per calendar year. A 30-hour per week part-time employee hired prior to the signing date of this Agreement will be credited with up to 72hours sick leave per calendar year. A 30- hour per week part-time employee hired after the signing date of this Agreement will be credited with up to 54 hours sick leave per calendar year.

Part-time employees working in a temporary full-time capacity will be credited with additional sick time based on full time entitlement once the temporary assignment exceeds 60 days, credited to the start of the assignment. They will also be credited with additional Holliday pay/CTO time for Holidays that occur during the temporary full-time position.

(m) Part-time employees will have an entitlement to longevity.

(n) Union security agreement provisions of Article XVIII shall apply to all part-time staff.

(o) Part-time employees will accrue seniority by classification on a separate part-time seniority list and shall have full seniority rights among themselves. If a Maintenance Representative position becomes available, part-time employees will not have automatic entitlement to that position based on seniority; such positions will be filled on a selection basis following consultation with the local employee representative which takes into account service, abilities, and qualifications. Part time mechanics may use their part-time classification seniority to bid on full-time vacancies within the mechanic's classification. The probationary period for new hire part-time mechanics will be one hundred and eighty (180) days.

(p) Part-time employees laid off from one location, may bump more junior part-time employees in their classification at another location. A part-time employee covered by this Agreement with two (2) or more years of continuous service and who is laid off shall receive severance pay in accordance with the provisions of the Seniority Article VIII.

(q) Employees shall receive two (2) weeks' vacation in the year after their first anniversary with the Company, vacation credit hours will accrue according to the applicable rate (i.e. 6, 5, 4, and 2) based on the hours that they have worked. All employees shall accrue one (1) additional days' vacation each year following their second anniversary up to a maximum of fifteen days (15) per year.

During the first year of service only, after two (2) months of completed service, employees will accrue vacation at the rate of one (1) day per month (to a total of 10 days, or 8 days as appropriate).

(r) Part-time employees are eligible to receive applicable shift premiums.

(s) Part-time vacancies will not be bid, but any part-time employee wishing to transfer to another location should file a bid with the Human Resources office who will notify them when a part-time vacancy arises.

(t) Movement through the incremental pay scale for part-time employees shall be based on total accumulated active employment in the classification.

(u) Part-time seniority earned will be calculated for full-time credit for the bidding of full-time vacancies only. All part-time seniority earned since May 13, 1999 will be converted into 50% full-time seniority credit for the purpose of bidding full-time vacancies.

(v) Part timers will have recall and bumping rights.



## **ARTICLE XXI- SAVING CLAUSE**

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

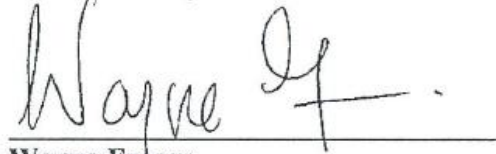
## ARTICLE XXII- EFFECTIVE DATE AND DURATION

With the exception of those items specifically indicated to become effective at a different date, this Agreement shall become effective on the date of ratification November 20, 2019 and shall remain in full force and effect for a period of four (4) years from November 20, 2019 and thereafter shall renew itself without change until each succeeding November 20, 2019 unless written notice of intended change is served by either party in accordance with the provisions of Section 6, Title I of the Railway Labor Act, as amended, at least ninety days prior to November 20, 2023 or November 20<sup>th</sup> of any year thereafter. Written notice may be served as early as six (6) months before November 20, 2023. Once a party serves written notice, both parties agree to enter into contractual negotiations.

Signed at New York this 20<sup>th</sup> day of November 2019.

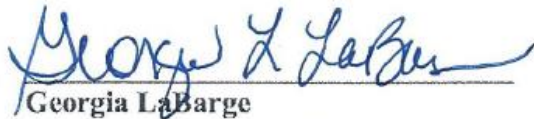
For:

British Airways



Wayne Fraser

Head of Heathrow Base Maintenance



Georgia LaBarge

HRBP / Director People

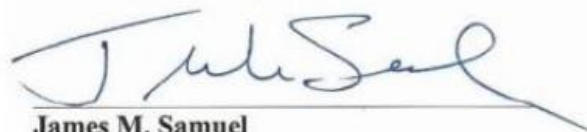
For:

International Association of Machinists  
And Aerospace Workers, District Lodge 142



Dave Supplee

President/Directing General Chairperson



James M. Samuel

General Chairperson



Reggie Gauthier

Negotiating Committee



John Reisert

Negotiating Committee

## APPENDIX “A”- RATES OF PAY

1. All general wage increases shall be in accordance with the scales below, all part-time Mechanics will move to their corresponding seniority on the Mechanics scale and all Stores Clerks will move to their corresponding seniority on the Stores Clerk’s scale shown below effective upon the date of ratification of this agreement, November 20, 2019. A signing bonus will be calculated based on the current rate and the date of ratification, November 20, 2019, rate difference and multiplied by four thousand one hundred and sixty (4160) hours. The signing bonus will be paid in two installments each equal to fifty percent (50%) of the total amount. The first installment will be paid to the employee no later than thirty (30) days after the November 20, 2019. The second installment will be paid to the employee at DOR+12 months, November 20, 2020.

2. Any employee covered under this agreement who transfers to another position covered under another IAM agreement, whose wage scale is identical, will be guaranteed their current hourly rate and will continue to progress on said scale. The employee’s salary review date will not be adjusted.

Stores Clerk		3%	3%	3%	3%
Steps	Current Rate	DOR	DOR+12	DOR+24	DOR+36
1st 6 mos	\$ 12.88	\$ 13.27	\$ 13.66	\$ 14.07	\$ 14.50
2nd 6 mos	\$ 14.14	\$ 14.56	\$ 15.00	\$ 15.45	\$ 15.91
3rd 6 mos	\$ 15.38	\$ 15.84	\$ 16.32	\$ 16.81	\$ 17.31
4th 6 mos	\$ 16.63	\$ 17.13	\$ 17.64	\$ 18.17	\$ 18.72
5th 6 mos	\$ 17.82	\$ 18.35	\$ 18.91	\$ 19.47	\$ 20.06
6th 6 mos	\$ 19.07	\$ 19.64	\$ 20.23	\$ 20.84	\$ 21.46
7th 6 mos	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18	\$ 22.85
8th 6 mos	\$ 21.55	\$ 22.20	\$ 22.86	\$ 23.55	\$ 24.25
9th 6 mos	\$ 22.78	\$ 23.46	\$ 24.17	\$ 24.89	\$ 25.64
10th 6 mos	\$ 24.01	\$ 24.73	\$ 25.47	\$ 26.24	\$ 27.02
11th 6 mos	\$ 27.31	\$ 28.13	\$ 28.97	\$ 29.84	\$ 30.74

All Mechanics		7%	4%	4%	4%
Steps	Current Rate	DOR	DOR+12	DOR+24	DOR+36
1st 6 mos	\$ 21.55	\$ 23.06	\$ 23.98	\$ 24.94	\$ 25.94
2nd 6 mos	\$ 22.44	\$ 24.01	\$ 24.97	\$ 25.97	\$ 27.01
3rd 6 mos	\$ 23.30	\$ 24.93	\$ 25.93	\$ 26.97	\$ 28.04
4th 6 mos	\$ 24.19	\$ 25.88	\$ 26.92	\$ 28.00	\$ 29.12
5th 6 mos	\$ 25.08	\$ 26.84	\$ 27.91	\$ 29.03	\$ 30.19
6th 6 mos	\$ 25.96	\$ 27.78	\$ 28.89	\$ 30.04	\$ 31.25
7th 6 mos	\$ 26.85	\$ 28.73	\$ 29.88	\$ 31.07	\$ 32.32
8th 6 mos	\$ 27.70	\$ 29.64	\$ 30.82	\$ 32.06	\$ 33.34
9th 6 mos	\$ 28.60	\$ 30.60	\$ 31.83	\$ 33.10	\$ 34.42
10th 6 mos	\$ 29.49	\$ 31.55	\$ 32.82	\$ 34.13	\$ 35.49
11th 6 mos	\$ 32.29	\$ 34.55	\$ 35.93	\$ 37.37	\$ 38.86

Maintenance Reps		5%	4%	4%	4%
Steps	Current Rate	DOR	DOR+12	DOR+24	DOR+36
1st Year	\$ 31.65	\$ 33.23	\$ 34.56	\$ 35.94	\$ 37.38
2nd Year	\$ 32.84	\$ 34.48	\$ 35.86	\$ 37.30	\$ 38.79
3rd Year	\$ 34.30	\$ 36.02	\$ 37.46	\$ 38.95	\$ 40.51
4th Year	\$ 35.80	\$ 37.59	\$ 39.09	\$ 40.66	\$ 42.28
5th Year	\$ 37.35	\$ 39.22	\$ 40.79	\$ 42.42	\$ 44.11
See Note					
6th Year	\$ 39.00	\$ 40.95	\$ 42.59	\$ 44.29	\$ 46.06
7th Year	\$ 40.47	\$ 42.49	\$ 44.19	\$ 45.96	\$ 47.80
8th Year	\$ 41.06	\$ 43.11	\$ 44.84	\$ 46.63	\$ 48.50
9th Year	\$ 42.61	\$ 44.74	\$ 46.53	\$ 48.39	\$ 50.33

Note: Representatives who are not fully authorized will not progress beyond this step, unless delay in obtaining authorization is the responsibility of the Company.

## **APPENDIX “B” DELETED**

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## APPENDIX “C”- BENEFITS

### **MEDICAL**

British Airways will offer a managed healthcare plan. British Airways will also offer a high deductible health plan with a Health Savings Account (HDHP) from January 1, 2015. The plan design and premium contributions for the HDHP will be set by the company.

1. Eligibility: Employees will be eligible for both single and dependent coverage after 60 days of active service.

2. Enrollment: Employees will be given the opportunity once a year during Open Enrollment to opt in, opt out or change medical plans.

#### Premium Contributions:

All employees (full-time and part-time) participating in the managed healthcare plan will be required to contribute per the following monthly rate schedule. Contributions will be evenly deducted on a weekly basis.

	<b>1/1/20</b>
<b><u>Full-time</u></b>	
EE	\$139
EE+child(ren)	\$265
EE+spouse	\$293
EE+spouse+child(ren)	\$446

All Agreements (continued)

Appendix C, Medical Section (2<sup>nd</sup> of 2 pages)

<b><u>Part-time</u></b>	
EE	\$139
EE+child(ren)	\$265
EE+spouse	\$293
EE+spouse+child(ren)	\$446

3. Plan Design: The managed healthcare plan design is outlined below:

<b>In-network:</b>	<b>1/1/2020 Post contract ratification</b>
Deductible	\$700 single \$1,400 family
Coinsurance	20%
**Out-of-pocket Maximum (includes copays, deductible and coinsurance)	\$2,500 single \$5,000 family

PCP office visit	\$30 copay
Specialist visit	\$50 copay
Emergency Room visit	\$120 copay
Preventive care	Covered at 100%
Prescription drugs (Retail)	\$13/\$33/\$53 copays
Prescription drugs (Mail order - 3 months' supply)	\$26/\$36/\$106 copays
<b>Out-of-network:</b>	<b>1/1/2020 Post contract ratification</b>
Deductible	\$1,400 single \$2,800 family
Coinsurance	40%
**Out-of-pocket maximum (includes copays, deductibles and coinsurance)	\$5,000 single \$10,000 family

Hospital admittance pre-certification is required. The company may request a meeting with the IAM representatives to discuss and agree possible plan provision adjustments to the plan, such as tiered provider networks and mandatory mail order for maintenance drugs.

\*\* Out of pocket maximums shall include all copays including drug prescription copays, all deductibles & all coinsurance payments in its calculations.

4. The company may introduce a wellness program that provides for financial incentives consistent with program goals and objectives.

5. Chapter 12Q of the San Francisco Administrative Code, the Health Care Accountability Ordinance ("HCAO"), is expressly waived in its entirety with respect to employees covered by this Agreement.

6. Full-time employees receiving Long Term Disability Benefits may continue to participate in the Company's group health insurance plans subject to the same conditions as active unit employees, as such plans and conditions may change from time to time, for up to two and a half (2.5) years following their first becoming eligible for Long Term Disability Benefits.

At the date of ratification, current employees who are receiving Long Term Disability Benefits shall continue with active medical coverage.

## **DENTAL**

1. Pay basic services at 100%.
2. Base benefit year on calendar year.
3. Increase schedules by 20% in 1994.
4. Single part-time employees will pay the same premium as single full-time employees. If part-time employees elect coverage for eligible dependents, they will pay 50% of the regular premium British Airways pays. After March 15, 1994 dependents of future full-time and part-time employees will be eligible to participate in the dental plan after completing 180 days of active service.
5. Employee monthly contribution increased to \$4.00 for single coverage and \$9.00 for coverage with eligible dependents.
6. Maximum benefit of \$2,000 per year.

## **LIFE INSURANCE**

1. Basic Life Insurance schedule as per September 6, 1990 increase. See attached schedule. (No change in Supplemental Life Insurance - one year's basic salary up to a maximum of \$80,000)

## **LONG TERM DISABILITY**

1. Benefit to 65% of base salary up to a maximum of \$6,000.

Full-time employees receiving Long Term Disability Benefits may continue to participate in the Company's group health insurance plans subject to the same conditions as active unit employees, as such plans and conditions may change from time to time, for up to two and a half (2.5) years following their first becoming eligible for Long Term Disability Benefits.

Employees who are receiving Long Term Disability Benefits as at September 12, 2014 shall continue with active medical coverage.

## **B.A. PENSION (benefit frozen effective 9/30/2003)**

1. Use outstanding sick leave to increase credited service using following schedule:

<b>Accrued Sick Leave Balance</b>	<b>Increase in Credited Service</b>
22-43 days	1 month
44-65 days	2 months
66-87 days	3 months
88-109 days	4 months
110-131 days	5 months
132-153 days	6 months
154-175 days	7 months
176-197 days	8 months



198-219 days	9 months
220-241 days	10 months
242-263 days	11 months
264 + days	12 months

2. Increase benefit rate from 1.3% to 1.6%.

3. Joint and 100% option (post retirement) will be provided to employees without a reduction in benefits; 50% Pre-Retirement surviving spouse coverage will be provided to employees without a reduction in benefits; and 5 year Sum Certain option will be provided to single employees without a reduction in benefits.

4. The COLA adjustment for benefits accruing after the date of ratification (May 13, 1999) will be eliminated from the pension plan.

5. The collective bargaining agreements reference accrued sick leave balance for “increase in credited service” purposes. Effective September 30, 2003 each employee prior accrued sick leave bank will be frozen for credited service pension purposes. When an eligible employee receives a pension from the British Airways Plc. Pension Plan (USA) at a future date, the frozen accrued sick leave balance will be credited to an individual employee credited service calculation.

6. Employees who remain employed with British Airways until retirement date and become in receipt of a pension from the British Airway Pension Plan USA will be eligible for the following sick leave pay-out provision. For accrued sick leave balances at the date of retirement greater than the “frozen” amount referenced above, the Company will pay an employee one day’s pay at the applicable amount (based on a 8 hour, 6 hour or 4 hour day) for each six days accrued over the frozen amount. For accrued sick leave pay-out, an employee may not exceed 264 days (i.e. frozen balance on September 30, 2003 is 200 days; at retirement accrued sick leave balance is 300 days;  $264 - 200 = 64$  days eligible for pay-out provision. In this case, the Company will pay ten (10) days at retirement and receipt of pension).

7. Following ratification of the collective bargaining agreements between British Airways and the IAMAW and subject to the rules and requirements of the Employee Retirement Income Security Act of 1974, as amended, effective as of the first day of the month thereafter (“Effective Date”) the British Airways PLC Pension Plan (U.S.A) (“Plan”) will be totally frozen. The parties agree that as of the Effective Date, any compensation or pay of any type or for any purpose earned by the Plan Member on or after the Effective Date, for purposes of determining the Plan Member’s pension benefit under the Plan will be disregarded and no Plan Member contributions of any type will be permitted or accepted on or after the Effective Date. With regards to the determination of Plan Member’s final average salary, those sections of the Plan will be changed to provide that a Plan Member’s final average salary will mean the average of a Plan Member’s annual salary for the sixty (60) highest consecutive calendar compensation months with the final (10) years of employment up to the first of the month following the Effective Date.

### **IAMAW PENSION PLAN (effective 10/1/2003)**

Contribution rates as of 10/1/2004, 10/1/2005, 10/1/2006, 2/10/2010

Stock Clerk- 10/04 - \$1.35, 10/05 - \$1.50, 10/06 - \$1.75, 2/10 - \$1.95

Mechanic- 10/04 - \$2.15, 10/05 \$2.40, 10/06 - \$2.70, 2/10 - \$2.90

Maintenance Representative- 10/04 - \$2.40, 10/05 \$2.75, 10/06 - \$3.15, 2/10 - \$3.35

**401K (British Airways Savings Plan)**

The Company will make available a 401K Savings Plan. The plan will consist of at least six funds. The Company will allow employees participating in the 401K plan to transfer money between funds on a daily basis.

\*The Company will contribute an additional \$0.10 cents per hour to the IAM National Pension Fund from 1/1/2015 and an additional \$0.05 cents per hour on 1/1/2016 and 1/1/2017 for each employee classification group.

**Any Group Insurance plans now in effect shall be continued in effect during the life of this Agreement or until changed by mutual agreement. For part-time staff refer to Article XX.**

## LETTERS OF UNDERSTANDING

Historical Archive of Letters of Understanding no longer active Engineering Letters of Understanding #1, 2, 10, 11, 12, 13, 14, 18, 23, 24, 26, 33, 34, 35, 36, 51, 55, 56.

### **Shift Premium Letter of Agreement - (April 14, 2003)**

The International Association of Machinists and Aerospace Workers, District 142, and British Airways agree to the following terms and conditions as full and final settlement of the issues raised in grievances BA/JFK/20-01 and BA/JFK/11-01 and any other grievance(s) alleging similar facts and circumstances regarding payment of a shift premium to employees with two different shift start times in a work week.

- (1) When an employee works a shift pattern in the same work week with two different shift start times and neither start time attracts a shift premium then the employee is not entitled to receive any shift premium for the split shift.
- (2) When an employee works a shift pattern in the same work week with two different shift start times and one of the shift start times does attract a shift premium, then the employee would receive a shift premium of  
(.63) per hour for all hours worked in that work week.
- (3) This agreement will become effective April 14, 2003 and applies only to hours worked after that date.
- (4) Any claims seeking shift premiums for split shifts worked prior to April 14, 2003 will be dismissed in their entirety.
- (5) The Settlement Agreement will apply to the Engineering Collective Bargaining Agreement and the Customer Services Collective Bargaining Agreement.
- (6) Working for another employee through a shift or day trade does not create a split shift for the work week.

### **Letter of Understanding Engineering Agreement**

To confirm our understanding, all newly hired British Airways Mechanics hired after July 31, 2008 will undergo authorization courses based on the operational requirements of the station