

Collective Bargaining Agreement

by and between

Aer Lingus 

Aer Lingus

And



The International Association of
Machinists and Aerospace Workers

Effective

April 1, 2018 through December 31, 2021

Affecting Reservations Associates
also known as Remote Agents

TABLE OF CONTENTS

Title	Article	Page
Purpose of this Agreement	I	3
Scope of Agreement	II	4
Status of Agreement	III	6
Classification and Work Requirements	IV	8
Seniority	VIII	10
Leaves of Absence	X	11
Grievance Procedure	XIII	15
System Board of Adjustment	XIV	18
General and Miscellaneous	XVI	22
Union Security	XVIII	25
Occupation Illness or Injury (Workers Compensation)	XIX	27
Severance Pay	XX	28
Remote Workers	XXI	30
Rates of Pay	Schedule "A"	50
Group Insurance	Appendix "B"	51
Gain Share / Profit Sharing	Appendix "H"	53
Pension	Appendix "J"	53
Electronic Monitoring	Appendix "L"	55

Only the sections of the CBA that apply to Reservations Associates have been incorporated into this document. Therefore, some Articles and subsections may be missing from the consecutive order.

AER LINGUS – IAM REMOTE WORKER AGREEMENT

WHEREAS, AER LINGUS (the “Company”) has demonstrated to District 142, IAM (the “Union”) that there exist issues relating to the capacity of the Company’s Call Center, which has relocated to Jericho, New York (“Call Center”) and the impact of the anticipated market growth,

WHEREAS, there has been a significant shift in reservations and ticketing activity involving the growth of internet-based and voice recognition activity,

WHEREAS, the Company has thoroughly explored alternatives to continued operation of the Call Center, including, among others, outsourcing, and the flowing of calls outside the United States,

WHEREAS, the parties are desirous of maintaining employment based in the New York Metropolitan area and of minimizing adverse dislocation for the current Call Center employees; and,

WHEREAS, the parties have engaged in direct negotiations and mediation under the auspices of the National Mediation Board regarding these issues.

NOW, THEREFORE, the parties agree as follows:

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 operations, 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, 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 both to male and female employees.

ARTICLE II – SCOPE OF AGREEMENT

- (a) The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all classes and grades of Cargo Agents and Senior Cargo Agents, Station Agents and Senior Station Agents, Cargo Reservations Agents, Senior Cargo Reservations Agents, Reservations Sales Agents, Senior Reservations Sales Agents, Reservations Associates, Ticket Agents, and Ramp/Weight and Balance Agents of the Company working within the continental limits of the United States and its possessions.
- (b) It is understood that the Company reserves the right to continue to contract out the types of work heretofore customarily contracted out as of the date of signing and to subcontract at new locations under the terms of this paragraph. The Company may subcontract all passenger, cargo, and maintenance activities at daily Aer Lingus transatlantic passenger flights at the location throughout an entire year; it shall employ its own staff to handle the work at the location during any subsequent periods in which such level of flight activity continues.

- (c) In the performance of their duties, employees covered by this Agreement shall be governed by reasonable 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. New rules or regulations will not normally be made effective until one (1) week after they have been furnished to the District 142 General Chairman and conspicuously posted for one (1) week, except that where emergency changes are necessary, the Company may notify the Chairman in writing and such changes will be posted and become effective immediately after the posting thereof.
- (d) 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 overhaul, repair and servicing of equipment, the methods to be followed in the overhaul, repair and servicing of airplanes, and other items historically within the province of the Company, 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.
- (e) The parties agree that Aer Lingus Frequent Flyer Program functions may be performed exclusively in Ireland. In the event that due to extenuating circumstances the Company requires remoting of calls during hours when U.S. reservations offices are closed, the parties agree to discuss the matter in good faith.

The Company may interflow calls between 8PM and 8AM (local time) between the United States and Ireland without limitation. Between 8AM and 8PM the Company may interflow calls related to baggage, seats and meals only (e.g. paying excess baggage fees, securing seat assignments and meal preferences) to a third party outside of the scope of this Collective Bargaining Agreement. The Company may interflow additional calls when the volume cannot be handled in the United States and all reasonable attempts have been made to exhaust all available overtime under both Collective Bargaining Agreements.

Non-Verbal

The Company may have non-verbal work previously handled by this agreement, which consists of email and webmail correspondence only, no verbal direct customer contact, to be handled by a third party outside the scope of the contract. This work will consist of emails and webmail which will include but not be limited to requests for product information, refund inquiry, schedule changes, outbound contacts for disruptions. This unit may initiate non-verbal contacts to customers to call the call center for special promotions including ancillary revenue products. It will also include non-verbal inquiries, email and webmail, for Frequent Flyer program, including point status and redemption.

Cargo-

During the hours that either North America or Dublin is closed, work can interflow between the offices that are open. There will be no staff reduction in the USA (3) for the life of the contract while this interflow process is in effect.

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.

- (b) It is agreed that foreign based employees covered by individual or Irish Union Contracts may be employed within the continental limits of the United States of America and its possessions for the purpose of giving or receiving on-the-job training to or from local staff provided that the seniority rights of all employees in the categories and classifications covered by Article IV of this Agreement are not affected; and provided further that such foreign based employees become members of the International Association of Machinists during their period of employment as provided in Section (c) below. It is further agreed that the grievance procedure of this Agreement shall not apply to grievances arising under any of the provisions of the said individual contracts of foreign based employees, except any grievance of local nature arising out of the provisions of the Agreement which are applicable to any foreign based employee and which are not subject to settlement or arbitration in accordance with settled procedures applicable to such foreign-based employees, shall be processed in accordance with the grievance procedure specified in Article XIII of this Agreement.
- (c) It is further agreed that the training period in paragraph (b) above, shall not exceed sixty (60) days and the number of foreign-based employees under this Article shall not exceed twelve (12) per calendar year.
- (d) It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the company. In the event of a consolidation or merger affecting the rights of employees covered by this Agreement, representatives of

the Company and the Union will meet without delay to negotiate the effects of the consolidation or merger on the employees involved.

ARTICLE IV – CLASSIFICATION AND WORK REQUIREMENTS

(1) Reservations Associates Duties: The duties of the RA shall include the following:

Answering, handling or transferring incoming calls as appropriate according to current procedures. Taking necessary action on reservations in accordance with current Company and Astral procedures. Handling calls with passenger, travel agencies, interline carriers or any other type of booking party to give information such as confirmation of space and flight delays. Working all types of queues except supervisory queue in centralized computer system. Through orientation and/or training programs maintain current knowledge on latest procedures published by the Company, circulars, memos, bulletins and other reference material. Screen, service or refer where necessary minor customer complaints and inconvenienced passengers to the appropriate department. Submit invoiced itineraries for booked passengers to the rate desk.

Assignment to duties relating to the Vacation Center shall be at the discretion of management. Work currently performed in the Special Services area may be assigned to any full-time employee in the Reservations Sales Agent classification without the requirement for premium pay. Those persons receiving the Special Services premium as of January 1, 1999 shall continue to be paid the premium.

Participation in training for performance of duties covered by job description and attending training classes at locations directed by the Company. Follow-up by telephone to travel agencies and passengers in order to obtain and furnish requested information for reservations, concerning the necessary documents, making hotel, and car rental

reservations or similar types of arrangements for Aer Lingus passengers only except requests from Agents as listed. Employees will be required to perform reservations duties as set forth by management. Based on seniority, ability and suitability, agent may be delegated to perform all forms of customer service, administrative and/or clerical functions (whether or not within the scope of the Union agreement) on a voluntary basis not to exceed 90 consecutive days. During such voluntary delegation, the employee will continue to accrue seniority in his/her prior classification. There will be no more than two (2) voluntary delegations at any one time. Unless otherwise agreed, an employee who accepts such voluntary delegation(s) totaling of 90 days may not again be so delegated within 90 days of the end of the prior delegation. Prior to implementation, voluntary delegations will be discussed with the Union. Preparation of written reservations forms as required regarding requests made by travel agencies or potential passengers concerning schedules, tour brochures, etc., to be appropriately handled. All classifications covered under both Collective Bargaining Agreements, the Company may designate the following first verbal contact work from customers calling to Aer Lingus, currently performed by the Customer Complaint Unit, Inside Sales, Groups and Baggage support line, or any new type of work, which may be handled by employees in job descriptions covered under both Collective Bargaining Agreements. This work would not be exclusive and follow-up work would continue to be performed by non-union support staff as is current practice.

The Company will guarantee that all staff covered under the Collective Bargaining Agreements, on the payroll as of date of signing, will not be laid-off for the life of this Agreement (April 23, 2015). See Letter of Understanding date April 24, 2015, for agreed interpretation.

ARTICLE VIII – SENIORITY

- (a) Except as otherwise provided in this Agreement, all employees hired after the effective date of this Agreement shall be regarded as probationary employees for the first **one hundred and eighty (180)** calendar days commencing after date of hire and there shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are discharged or laid off during this period. 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. The Company will furnish the District 142 General Chairman with the names, classification, department and rate of pay of all new employees within five (5) days after Employment.
- (b) Seniority lists by classification shall be furnished by the District 142 General Chairman and shall be posted in each location January 1 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.
- (c) Employees will lose their seniority status and their names will be removed from seniority lists under the following conditions:
1. He quits or resigns the Company
 2. He is discharged for just cause.
 3. He is absent from work for three (3) consecutive work days without properly notifying the Company of the reason for his absence and then if a satisfactory reason is not given for not so notifying the Company.

4. He does not inform the Company in writing or by telegraph 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 service on or before a date specified in the notice from the Company after a lay-off, which date should not be prior to fifteen (15) days after sending such notice; provided that notices pursuant to subdivisions four (4) and five (5) of this paragraph (h) shall be sent by Registered Mail-Return Receipt Requested or by telegram to the employee at the last address filed by him with the Company.
6. Subdivisions four (4) and Five (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.

ARTICLE X- LEAVES OF ABSENCE

- (a) The following types of leaves of absences (“LOA”) will be available to eligible employees: (1) Medical Leave of Absence (“MLOA”); (2) Family Medical Leave of Absence (“FMLA”); and (3) Personal Leave of Absence (“PLOA”). Employees on any of the foregoing types of LOA will retain and accrue Company seniority for shift bidding purposes. PTO time will accrue only during periods when employees are paid accrued but unused time. At such time as the leave becomes unpaid (when all accrued time is exhausted), no benefits will be paid or accrued, except as otherwise provided for herein. Seniority for purposes of pay increases and benefits based on length of service will accrue during periods when employees are paid and (1) for the first ninety (90) days of unpaid leave, or (2) during FMLA, whichever is longer. Thereafter, seniority will be retained but not accrued. Company date of hire shall not change. In accordance with past practice, during any period that an employee is being paid accrued but unused PTO time during a LOA, any short-

term disability or long-term disability benefits that are awarded shall be assigned to the Company. Workers Compensation benefits shall be handled pursuant to Article XIX.

(b) (1) **Medical Leave of Absence:** All employees with at least six (6) months of service will be eligible for MLOA if unable to work due to the employee's own medical condition. Employees on MLOA will be required to provide medical certification consistent with Company policy. MLOA will be unpaid except that employees on MLOA will be paid to the extent of any accrued PTO time. Any absences in excess of five (5) consecutive days will be treated as triggering MLOA.

(2) **Family Medical Leave:** All employees with at least one (1) year of service and 1250 hours and who meet other eligibility requirements under the Family Medical Leave Act ("FMLA") will be eligible for FMLA if unable to work due to any of the circumstances covered by the FMLA. FMLA will be governed by the Company FMLA policy. FMLA time for an employee's own medical condition is included within MLOA time.

(3) **Personal Leave of Absence:** All employees with at least one (1) year of service will be eligible to apply in writing for PLOA which may be granted in the discretion of management based on the needs of the service. PLOA requires approval of the EVP or Staff Services. The Company will determine the length of the PLOA, not to exceed six (6) months. PLOA will be unpaid, except that employees on PLOA will be paid to the extent of accrued but unused PTO. Medical insurance may be continued during unpaid PLOA pursuant to COBRA, unless the Company agrees in writing otherwise.

(4) Employees on MLOA and/or FMLA will continue Company paid medical insurance (on the same terms in effect prior to the start of the leave), as follows:

<u>Length of Service</u>	<u>Length of Company Paid Medical</u>
After 6 mos.	6 months
After 3 years	1 year

At such time as Company paid medical is exhausted, the employee may continue coverage pursuant to COBRA. Effective on the date of ratification of this Agreement, any employee who remains on leave of absence for more than two (2) years will be terminated and their name removed from the seniority list. Any Employee out on a Leave of Absence on the date of ratification of this Agreement will still have four (4) years of seniority protection.

- (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 will not affect the seniority status of the employee. The employee selected as System General Chairman/International Representative shall have all employees' benefits continued in effect during this leave of absence.
- (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. Any employee who seeks to return to work following an absence of more than one (1) year shall be required to re-qualify during a trial period of thirty (30) days actually worked, during which period the Company will provide training, if required. If he is unable to demonstrate his ability to perform the work required by the job, he shall be terminated subject to his rights under the

grievance procedure. Any employee who remains on leave of absence for more than **two (2)** years will be terminated.

- (e) Any employee hereunder on leave of absence engaging in gainful employment not provided for in paragraph (c) above without prior written permission from the Company 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 Republic of Ireland 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 rights 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, special arrangements will be made by the Company for a proper extension of time.
- (g) RESERVE LEAVE- 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. Employees called to active reserve duty for two weeks or less will be reimbursed for basic pay lost on military duty. Pay from military authorities for such duty shall be deducted from the regular basic pay from the Company.
- (h) Provided that the Union gives the Company adequate notice (in normal circumstances at least seven days), the Company will,

consistent with the needs of the service, promptly grant requests for time off without pay for bona fide union business.

ARTICLE XIII – GRIEVANCE PROCEDURE

(a) Representation for the effective handling of grievances and disputes between the parties under this Agreement, shall be:

1. The Union will be represented by properly designated Stewards in each section at each point on the System, who will be known as the section Steward, one of which will be known as the Chief Steward.
2. The Chief Steward will deal with officials of the Company together with, or through, an accredited representative of the Union.
3. The Company will be represented by an authorized representative at each point, who will be empowered to settle all local grievances 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 representative of the Union should 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 official in charge, and advising him of the purpose of the visit.

(b) For the presentation of disputes and grievances that may arise, the following procedure will apply:

STEP 1:

An employee who believes that he has been unjustly dealt with, or that any provisions of this Agreement have not been properly

applied or interpreted will present his grievance or complaint with or through his designated shop steward within five (5) days from the date of such incident to his Department Manager. The Manager will discuss the grievance with the Chief Shop Steward, if available, and will render a decision within ten (10) days following receipt of the grievance.

STEP 2:

If the Step I decision is not satisfactory, the District #142 General Chairman shall make written appeal to Step 2 to the Company's Human Resources Manager, within ten (10) days after receipt of the decision.

Any grievance not satisfactorily resolved at Step 1 shall be reviewed by the Human Resources Manager or his/her designee and the General Chairman who shall meet within twenty (20) days after the receipt of the Step 1 decision. Within ten (10) days following such meeting, the Company or Union, depending on who is the grieving party, will issue a written decision setting forth its position which will be mailed to the other party. If the position received is not satisfactory to the grieving party, it must appeal the decision to the System Board of Adjustment within ten (10) days after receipt of the Step 2 decision.

STEP 3:

If no satisfactory adjustment is reached in the previous steps, the grievance and decisions thereon may be appealed to the Systems Board of Adjustment as set forth in Article XIV of this Agreement; provided that notice of intent to appeal is filed within thirty (30) days from receipt of the decisions made by the Human Resources Manager.

- (a) 1. No employee who has been in the service of the Company for more than **one hundred eighty (180)** calendar days will be

disciplined to the extent of loss of pay or discharged without first having the benefit of a fair impartial hearing. However, an employee may be suspended pending such investigation or such hearing.

2. The employee will be advised in writing of the precise charge or charges preferred against him within five (5) days after the date the Company has knowledge of the occurrence, and copies will be furnished to the Local Chairman and the International Representative.

3. In the event of a discharge or suspension, a hearing will be held within five (5) days from the date of the written notice, and at this hearing the employee may have present 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 should be the obligation of the Company to summon all witnesses whom the employee feels can present facts which will lend weight to his testimony.

- (b) In case it is found the suspension or discharge is unjust, the employee will be reinstated with full seniority, paid for time lost (less any monies received from employment), and records corrected.
- (c) 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 investigations.
- (d) No employee selected as a representative of the Union will be discriminated against for lawful activity on behalf of the Union.

- (e) All references to days will be business days, Monday to Friday.

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. However, by mutual agreement, any cases properly referable to this Board may be submitted to arbitration in the first instance.
- (b) The System Board of Adjustment shall consist of three (3) members; one (1) selected by the Union, one (1) selected by the Company and one (1) neutral member who has been agreed between the parties to adjudicate grievances that may arise following the ratification and signing of this Agreement that are not resolved in the grievance procedure.
- (c) Members of the Board will serve for one (1) year from the date of their appointment, or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection of the original members of the Board.
- (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 Human Resources Manager of the Company 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.

- (f) Appointments of members of the Board shall be made by the respective Parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in the City of Jericho, N.Y., within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairman and a Vice-Chairman, both of whom shall be members of the Board. The term of the office, of Chairman and Vice-Chairman shall be one (1) year. Thereafter the Board shall designate one of its members to act as Chairman and one to act as Vice-Chairman for one (1) year terms. Each officer so selected shall serve for one (1) year or until his successor has been selected. The office of the Chairman shall be filled and held alternatively by Union member of the Board. When a Union member is Chairman, a Company member shall be Vice-Chairman, and vice versa. The Chairman or, in his absence, the Vice-Chairman shall preside at meetings of the Board and at hearing and shall have a vote in connection with all actions taken by the Board.

- (g) After the organization meeting referred to herein, the Board shall thereafter meet in the city where the general offices within the United States of America of Aer Lingus-Irish are maintained (unless a different place of meeting is agreed upon by the Board) during the first week in June and the first week in December of each year, provided that at such times there are cases filed with the Board for

consideration, and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed upon.

- (h) All disputes properly referred to the Board for consideration shall be addressed to the Chairman. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to Chairman who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
 - (1) Question or questions at issue.
 - (2) Statement of facts.
 - (3) Position of employee or employees.
 - (4) Position of Company.

When possible, joint submissions will be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provisions of Article XIII of this Agreement, including the rendering of a decision by the Human Resources Manager of the Company or his duty designated representative.

- (i) Upon receipt of notice of submission of a dispute, the Chairman shall set a date for hearing, which shall be at the earlier of the time of the next regular meeting of the Board, or within sixty (60) days of submission of the dispute. If at least two (2) members of the Board consider the matter of sufficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice-Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman shall give the necessary notices in writing of such meeting to the Board members and to the parties in the dispute.

- (j) 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. On request of individual members of the Board, the Board may summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party or by the Board itself, or by either group of members constituting the Board.
- (k) A majority vote of all members of the Board shall be competent to make a decision.
- (l) Decisions of the Board in all cases properly referable abridge to it shall be final and binding upon the parties thereto.
- (m) 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.
- (n) 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.
- (o) Each of the parties hereto will assume the compensation, travel expenses and other expenses of the Board members selected by it. The fees and expenses of the neutral member shall be borne one-half by each of the parties hereto.
- (p) Each of the parties hereto will assume the compensation, travel expenses and other expenses of witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the

Company from point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.

- (q) The Chairman and the Vice-Chairman, acting jointly, shall have the authority to ensure such other expenses as in their judgment may be deemed necessary for the proper conduct of the Business of the Board, and such expense shall be borne one-half by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. So far as space is available, Board members shall be furnished free transportation over the lines of the Company, for the purpose of attending meetings of the Board, to the extent permitted by law.
- (r) 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 Board Member.

ARTICLE XVI – GENERAL AND MISCELLANEOUS

- (a) Service records shall be maintained for all employees by the Company, and upon resignation or discharge from service the employee, upon request, will be furnished with a letter of same. In discharge cases the employee and his District 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 an employee 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 District #142 General Chairman, and the employee will be given a reasonable length of time to correct the matter. Service and/or personnel records will be

made available for examination during non-working hours upon request by an employee covered by this Agreement or from a General Chairman of the District. Disciplinary letters will be removed from an employee's personnel file after two (2) years provided that the employee has had a clean record in the two (2) year period.

- (b) Supervisory Personnel, including Team Leaders, shall not perform work under the contract except in the case of emergency.
- (c) The Company shall provide each employee covered by this Agreement with a copy of the Agreement.
- (d) All orders or assignments of work issues to personnel shall be relayed through the respective Supervisor or Senior Agent, to eliminate misunderstanding or disorder.
- (e) Nothing in this Agreement shall prevent the Company from paying to an individual employee hereunder, a higher rate of compensation than the rate established in this Agreement.
- (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 the 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) It is forbidden for any employee to engage in drinking alcoholic beverages while in uniform or when on duty, or to come to work under the influence of alcohol or use of illegal drugs.
- (h) The Company should make available to all employees hereunder an up-to-date Personnel Manual.

- (i) During the life of this Agreement, travel privileges will not be discontinued while they generally remain available to other employees of the Company.
- (j) Effective January 1, 2019, and for the term of this Agreement, the Company will start a program that provides paid vision insurance for all employees under this agreement with an implementation date yet to be determined. For all new-hire employees hired after the date of signing of this Agreement, there shall be a twelve (12) month waiting period to enroll. All plan guidelines are covered by, and contained in, the plan document controlled by the Company. Additional tiered coverage shall also be made available to family members of the employee at a cost that will be paid by the employee. Any annual cost increases to the vision coverage for additional family members, shall be controlled by the plan document and communicated concurrently during the annual enrollment.**
- (k) The Company may operate a shift from 11 p.m. to 8 a.m. with a remote agent. If the number of agents rostered on duty, during the entire 11 p.m. to 8 a.m. period, does not exceed two, the Company would not require a senior agent. The staff working this shift will be Reservations Associates and they will perform the duties of Reservations Associates and not the duties of Senior Reservations Sales Agents.
- (l) The Company will have the right to operate a single shift operation Monday – Friday at the brick and mortar call center and operate the call center remotely on Saturdays, Sundays, holidays and evenings after 6:00 p.m. The closing shift Senior Agent and weekend Senior Agent will work remotely. When Senior Agents who are working remotely are at lunch or experiencing any technical malfunctions and there is a requirement for an upgrade and there is no available

qualified staff member in the call center, the most senior staff member covered by the Agent Agreement who is working remotely will be upgraded. If there is no available staff member covered by the Reservations/Cargo Sales Agents Agreement, the most senior staff member covered by this Agreement may be upgraded and will be paid a shift premium of \$3.00 per hour for any hour or portion of hours worked (\$3.50 as of 1/1/2014).

- (m) The Senior Agent position as well as the Ticketing Agent position can be filled by Remote Associates through attrition and by a posted union vacancy bid.

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 Membership was denied or terminated for any reason other than the 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 transfers 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, provided such employee has received a copy of the notice sent to the Company.
- (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 the 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 work "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 of the employee involved, the Company shall deduct from the employee's paycheck 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, but once in each calendar month from the first pay check covering each employee in such month, 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 – OCCUPATION ILLNESS OR INJURY (WORKERS COMPENSATION)

When it becomes necessary for an employee to be absent from work because of an occupational illness or injury he will be granted occupational illness or injury leave with pay for such absences to the extent that he has occupational illness or injury leave.

Effective January 28, 1994, employees will accrue one (1) day of occupational illness or injury leave for each month of continuous service to a maximum of ninety (90) days. Effective January 1, 1999, no employee may use more than 45 days for a single injury. After exhausting his occupational illness or injury leave, the employee may use his non-occupational PTO credits. He may not, however, use occupational illness or injury leave for non-occupational illnesses or injury.

In the event that he receives Workers Compensation because of such absence, he shall turn over such compensation to the Company and shall have his non-occupational PTO, if used, and occupational illness or injury leave accrual restored in units of one-half (1/2) days immediately upon the employee's return to active service.

For those employees currently with Aer Lingus, with a bank of occupational illness or injury leave, of up to forty-five (45) days, the bank

will continue to accrue from that number of days in their current bank, to a maximum of ninety (90) days. The refunding of benefits to the Company shall not apply to any Workers Compensation benefits received as an award for partial or permanent injury, and which might exceed his total wages for the period of time lost from employment.

Employees on occupational illness or injury leave will continue to accrue service credit for pay purposes including vacation, sick leave, and personal days, and shall be paid for any holiday occurring while on leave.

ARTICLE XX – SEVERANCE PAY

- (a) When it becomes necessary to reduce the work force, seniority plus ability as per paragraph (b) of this Article will govern. In the event of a reduction of force, employees shall receive ten (10) work days 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 to the Local Chairman and International Representative at the time of notifying the employee affected.

- (b) 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 (c) below, 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.

- (c) Severance pay shall be paid on the basis of two weeks' pay for one (1) year of service, three weeks' pay for two (2) years of service, continuing in this progression up to a maximum of 42 weeks' pay for 20 years of service.
- (d) Employees laid off on account of a force reduction will be given preference according to System seniority to transfer to any other point on the System within the continental limits of the United States of America employing Aer Lingus staff, where employees 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 the employee and his dependents over Company lines to the extent permitted by law.
- (e) Employees laid off in a reduction of force, who desire to seek employment elsewhere will be granted, subject to prevailing interline agreements, one space available pass to any point desired within the continental limits of the USA, or on the Company system. The pass will be valid for ninety (90) days from the date of termination of employment on Aer Lingus and elsewhere shall be subject to interline agreements.
- (f) An employee recalled to work under the terms of this agreement after lay-off who is again laid off under 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, provided that severance pay shall not be paid twice for the same period of compensated service.
- (g) Although the Company will not guarantee "No layoff" as a result of automation, the Company will train present Staff on new equipment and will provide for automation severance benefit payment of three weeks for the first full year of employment and two weeks for each

additional year of employment to a maximum of 25 weeks severance payment.

- (h) Employees recalled to work from a layoff shall be returned to their former position, if the job still exists, and shall not be paid at a lower rate than they were receiving prior to the layoff, 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.
- (i) Should anyone be laid-off and hired in any other classification, he/she will continue to have full recall rights in the previous position.

ARTICLE XXI – REMOTE WORKERS

A. Establishment of Remote Worker Classification

1. Reservations Sales Agents (“RSA”) and Reservations Associates (“RA”), when working from home shall be considered “Remote Workers”. Remote Workers shall report directly to Senior Reservations Sales Agents (“SRSA”) at the call center or, following discussion with the Union, SRSAs or Senior Reservations Associates (“SRA”) working remotely or at the Call Center.
2. The Company shall determine the number of Remote Worker positions, whether full time or part time, and the functions to be performed by Remote Workers.
3. There shall be no restriction on the number of part-time Remote Workers. Part-time Remote Workers, whether current employees or new hires, will not be counted towards the percentages set forth in the CBA.

4. The Company will provide the Union with all records reasonably requested by the Union to allow it to identify all Remote Workers and to verify compliance with the terms of this agreement.

B. General Conditions Applicable to All Remote Workers

1. Each Remote Worker shall have a suitable dedicated workspace, which will be free of interruptions and distractions, as far as possible, whether electronic, digital or personal and used solely for performing Remote Worker functions. The at-home workspace must be maintained by the Remote Worker in a safe, ergonomic and appropriately confidential condition. The Remote Worker will not provide primary care for any individual, whether child, elder adult or other, during hours of work. The Remote Worker will not provide care for pets during hours of work. Only authorized Company personnel are permitted in or about the at-home workspace while the Remote Worker is on duty.

2. The Remote Worker's at-home workspace will be an extension of the Company's workplace. Therefore, in the event a Remote Worker has an accident or suffers an injury during the Remote Worker's working hours, the Company's workers' compensation and related policies shall apply. In the case of accident or injury, the Remote Worker will immediately report the accident or injury to the Company and follow reasonable Company procedures. Workers' compensation will not apply to non-job-related injuries that occur in the home.

3. The Company reserves the right on no less than twenty-four (24) hours advance notice to inspect the workspace during the Remote Worker's working hours to ensure compliance with all provisions of this Agreement. The local IAM Shop Steward will be present at all inspections.

4. The Remote Worker will be responsible for the cost of providing: (a) power, (b) cable modem, (c) cable service. For staff hired after April 23, 2015(d) land line phone.

5. The Company will be responsible for the cost of: (a) appropriate telephone equipment and service and installation, (b) computer hardware, (c) software required for the work to be performed, and (d) office furniture not to exceed \$200, based on receipted expenses, which \$200 payment will be made after twelve (12) months service with the Company. **Following ten (10) years after the initial purchase of office furniture listed above, the Company will pay \$125 towards the purchase of replacement office furniture based on receipted expenses.**

6. The Remote Worker will install the equipment themselves based on the direction and instructions of the Aer Lingus IT department. The Company will compensate the employee four (4) hours pay for the installation process regardless of the time taken to set up. The Company can instead opt to send the IT department to install the equipment, on one of the employees scheduled work days, during which time the employee will be paid, and then once the IT team finishes the installation the agent will begin working the remainder of their shift.

7. The Company does not assume liability for any loss, damage or wear of employee-provided equipment. Remote workers will be responsible for the maintenance and repair of their own equipment.

8. Company-provided equipment may not be used for personal purposes. Remote Workers shall not allow anyone, except Company authorized employees, to use Company provided equipment, software and services.

9. Reasonable care must be exercised in using all equipment.

10. To ensure hardware and software security, all hardware and software used by Remote Workers in the performance of their duties hereunder must be approved and installed by the Company's IT Department. The IT Department (Help Desk) must be notified immediately of any equipment or technical problems preventing or hindering execution of their job duties. If instructed by the IT Department (Help Desk) that the problem is not presently solvable, the Senior Agent at the Call Center will be notified and, if instructed to do so, the Remote Worker shall be expected to leave home within no more than 60 minutes to report to work at the Call Center. At the Company's option, the Company may send an IT representative to the home of the Remote Worker. Maintenance and repair cost associated with Company-provided equipment in the home shall be borne by the Company. If requested by the Company, the Remote Worker will deliver equipment weighing no more than six (6) lbs. to the Company office.

11. Upon termination of employment, or if otherwise instructed by the Company, Remote Workers immediately are required to return any Company equipment in good condition. Failure to do so within 72 hours of the final day of employment will subject the Remote Worker to a charge of \$1,000 to be withheld from the final paycheck to the extent permitted by law. If there is a dispute, this issue will be arbitrated. Only pre-approved out-of-pocket expenses will be honored.

12. Remote Workers are subject to the same Company policies regarding the use of Company provided equipment (hardware and software) and services as all other Company employees.

13. Remote workers will be required to execute the following Confidentiality and Conflicts of Interest Agreement:

CONFIDENTIALITY AND CONFLICTS OF INTEREST
AGREEMENT

All written, printed, graphic, or electronically recorded materials furnished by Aer Lingus for use by you are Proprietary Information and the exclusive property of Company. Proprietary information also includes, but is not limited to, specific customer information, pricing information and marketing information.

You agree to maintain in confidence and will not, directly or indirectly, disclose or use, either during or after your employment, any Proprietary Information, except to the extent necessary to perform your services as an employee of Aer Lingus. You further agree that you will take reasonable steps to ensure the confidentiality of all information to which you will have access as a Remote Agent. On termination of your employment with the Company, or at the request of the Company before termination, you agree to deliver to the Company all material in your possession relating to the Company's business.

You further agree that you will avoid any direct or indirect conflicts of interest, financial or otherwise, either on your own part or on the part of any person residing in your household. This includes, but is not limited to, interest in or employment with any competitor of or supplier to the Company, other airlines, transportation companies, travel agents, cargo agents, advertising agencies and aviation service companies. If in doubt, you agree to notify the Company in writing.

PRINT NAME

SIGNATURE

DATE

14. The Company is not responsible for operating costs, home maintenance, or any other incidental costs associated with the use of the Remote Worker's home.

15. The Company makes no representations as to the tax benefits/consequences of being a Remote Worker.

16. If a Remote Worker moves to a new home location, the Company will provide re-installation at the expense of the Company no more often than once every three (3) years.

17. Following ratification of the agreement a trial period will be defined and established to test video coaching. The Company will select volunteers from among the various shifts, giving priority to senior staff that volunteer from the cross section of shifts needed for the trial period. After the trial period is completed the staff who volunteered will be canvassed for feedback in order to determine: (a) what worked successfully, (b) what part of the procedure needs to be addressed or amended. The Company and the Union will review the feedback and the procedure and determine whether or not the video coaching will be implemented or discontinued.

C. **Conditions Applicable to Remote Workers Hired Hereafter**

1. Remote Workers will be employed for a minimum of **twenty (20)** hours per week but may be employed for fewer hours if agreed between the Company, and the employee, subject to ¶C11 below. Remote Workers' hours of work may be extended beyond their normal scheduled shifts if full-time Agents at the Call Center, on duty, are unavailable for pre-shift or post-shift overtime for the same hours. Until such Agents are available for and accept the overtime the Company may continue to extend the hours of the Remote Workers.

2. The Company will establish the Remote Workers' work schedules based on the needs of the service. Remote Workers may be scheduled to work no less than three, and no more than five, days within a seven-day period starting 0001 on Sunday, unless otherwise agreed between the Company and the Remote Worker, subject to ¶C11 below. Each Remote Worker will have two (2) consecutive days off as regularly scheduled days off each week.

3. Remote Worker schedules may be changed by the Company up to four (4) times per year. If a Remote Worker's schedule is changed, that Remote Worker shall have first choice to accept his/her revised schedule. If the Remote Worker declines to work the changed schedule, that schedule may be offered to all other Remote Workers on a seniority basis. The Company will conduct one shift bid a year. Due to changes in call traffic, hours of operation or other commercial/operational requirements the Company may action a complete shift bid. The Company, unless there is an emergency, will post, bid, complete the bid and implement the changes within thirty (30) days. The Company will advise the Union of the reason(s) necessitating the shift bid prior to the bid taking place. The Company may offer Reservation Associates the opportunity to increase their scheduled work hours during busy periods of increased business activity. This will be offered to Remote Agents in seniority order and it will be on a voluntary basis. The Company will advise the employees of the anticipated length of time the new schedule (extra hours) will be available and in place. At the end of this time period the employee will return to their previous work schedule.

4. Remote Workers will maintain membership in the International Association of Machinists, in accordance with the provisions of Article XVIII (Union Security).

5. Remote Workers hired hereafter shall be Reservations Associates and will be placed on a wage scale set forth in Schedule "A". Longevity, for purposes of progression on the scale, will be on the employee's anniversary date of employment.

6. In the event a Remote Worker's work schedule becomes vacant, and the Company decides to fill it, the vacancy shall be posted for bid electronically among all other Remote Workers. The bid shall remain open for a period of five (5) days and will be awarded to the bidder with the highest seniority.

7. Remote Workers will be given one (1) fifteen (15) minute paid break. Remote Workers who are scheduled for a shift of more than six (6) hours will be provided an unpaid meal period of thirty (30) minutes.

8. Remote Workers outside New York State will be given the meal and break periods as set forth above or such longer periods as may be required by local law.

- a. Employee requests to transfer to an area of the country outside of the New York area will be considered based on the following: The area of the country that the employee wishes to transfer to does not cause additional costs for Aer Lingus to operate and meets the needs of the business. The employee's performance must be in good standing. When approved, the initial 6 months will serve as a trial. Working in another state, all terms and conditions of the contract and all requirements of the remote program will apply. The employee will be required to live in an area that has high speed cable that will support Aer Lingus technology. In the event there is a local problem, since the employee will be unable to come to the Jericho office, they will not be paid for any time not worked. The employee will be required to

return to the Jericho office for periodic recurrent training and coaching. All costs such as airline fees, taxi, meals, lodging and any incidentals will be borne by the employee. The Company may choose to install video technology to facilitate Remote training and coaching. In the event the 6-month trial does not work out, the employee may return to the Jericho Call Center or terminate employment with the Company. Aer Lingus will ship the equipment to the new location, and it will be the responsibility of the employee to return the equipment at their expense when terminating.

9. Remote Workers may only work hours outside his/her scheduled hours with written (e-mail) authorization by management.

10. Remote Workers will be required to attend meetings/training at the Call Center at intervals designated by the Company. Remote Workers may, at the discretion of management, be called to work at the Call Center on their regularly scheduled workday during their regular work hours. Time spent in commuting to and from such training/meetings/assignments shall not be compensable, unless the request to report to the Call Center is made after the start of the workday in question, in which case time spent commuting to the Call Center will be paid.

11. The Company will provide the Union with copies of any agreements with individual Remote Workers. Those agreements will become effective no sooner than seven (7) days thereafter. During said period, the Union may, for good reason, reject the agreement provided that it specifies, in writing, the basis for its objections. If the matter cannot be resolved, it may be addressed in the grievance/arbitration procedure.

12. All Remote Workers will be given the opportunity to request extra hours of work. After pre-shift and post-shift opportunities at

the Call Center are exhausted, the Company will offer extra hours to qualified persons who have volunteered and will make a good faith attempt to distribute such work equitably. If no volunteer accepts the offer, the work will be assigned to the Call Center employees pursuant to Article VI(e) of the CBA as follows:

Unless circumstances are beyond the Company's control, the Company will not require an employee to work overtime against his wishes. However, the Company may require mandatory overtime in all departments. When voluntary overtime cannot be obtained, the procedure for calling mandatory overtime shall be as follows:

- (1) The company will notify the Union Representative, on duty, of the nature of the mandatory overtime, the anticipated duration of the mandatory overtime and the number of people needed.
- (2) Prior to declaring mandatory overtime, the Company will make every effort to secure voluntary overtime and ask for volunteers.
- (3) Overtime (pre-shift) will continue to be solicited to relieve the people affected by the mandatory overtime.
- (4) Employees forced to work will be held in the inverse order of Seniority. However, if the junior employee has mitigating circumstances, he will be excused, and the next most junior employee will be required to work.

It is understood that the Union has assured the Company that employees will make every effort to work overtime where an aircraft is grounded, or flights are being delayed.

13. To the maximum extent permitted by law, Remote Workers shall be paid by direct deposit. Statements of wages and deductions for the pay period will be provided.

14. Remote Workers will accrue seniority from the date of entering the service of the Company. Seniority plus ability to perform the work required shall govern in case of lay-off and recall. The seniority list for Remote Workers shall be separate from the Call Center-based employees. Remote Workers who are not recalled from layoff within one (1) year from the date of layoff will be deemed terminated. Remote Workers may also exercise their seniority to bid for vacant positions covered by the Collective Bargaining Agreement. Seniority shall accrue for PT Remote Workers on a fifty percent (50%) basis.

D. Conditions Applicable to Employees Hired On the Payroll as of the Date of Signing (“Current Employees”) Electing to Work As Remote Agents (“Current Remote Workers”)

1. Other than as set forth herein, all Current Employees, whether or not they elect to work as Remote Workers, shall be governed by all terms of the Collective Bargaining Agreement.

2. The Company will have the right to determine the number of Remote Worker positions, whether full-time or part-time.

3. Before hiring new Remote Workers, the Company will offer Current Employees the opportunity to work as Current Remote Workers on the conditions set forth herein.

4. Current Employees will have the opportunity to voluntarily elect to work as Current Remote Workers based on (1) seniority, and (2) qualifications as may be reasonably established by the Company, and (3) the full-time call center occupancy levels as set forth by the union during

negotiations. Among others, the Company may establish as qualifications (a) the employee must be performing currently at an overall satisfactory level or above, (b) the employee must not have any disciplinary record which would adversely reflect upon the employee's ability or motivation to work effectively as a Remote Worker. Any Current Employee who is denied the opportunity to be a Current Remote Employee will have access to the grievance/arbitration procedure.

5. No current employee will be forced, against his/her wishes, to accept a position as a Remote Worker. No current employee will be laid off as a result of implementation of the Remote Worker program.

6. Current employees electing to work as Current Remote Workers will:

- (a) Bid for shifts, days off, vacations, etc. as if they continued to be employed at the Call Center.
- (b) After being awarded a schedule per (a) above, at their option and with the approval of the Company, may select a different schedule, including part-time, provided that if the agreed schedule is part-time, there shall be no adjustment of seniority, and vacation, sick and personal day accruals will be prorated.
- (c) Be eligible to return to employment at the Call Center one time at a quarterly shift bid up to one year of becoming a Current Remote Worker.
- (d) Be subject to all of the conditions in the Remote Worker General Agreement.

E. **Benefits, and Conditions for Reservations Associates ("RAs")**

1. The following benefits will apply to RAs:

(a) **Overtime:** All hours worked up to and including forty (40) in any work week shall be paid at the regular rate of pay. Overtime at the rate of **one hundred fifty percent (150%)** computed on an actual minute basis, adjusted to the nearest quarter of an hour, shall be paid for all work in excess of forty (40) hours in any work week. Reservation Associates will have the option of banking extra time as time off taken (TOT) to a limit of forty (40) hours. Time off will be given at a time mutually agreed between the Company and the employee. The maximum number of hours that can be banked and carried over from one year to another shall not exceed forty (40) hours.

If an RA calls out and has no PTO time remaining in their bank, payment will be made from an accrued holiday in lieu and from any remaining TOT time in their bank.

(b) **Medical and Dental:** Subject to plan eligibility requirements, full time employees will be entitled to (1) single coverage at a **20% employee contribution rate beginning for plan year 2020 and at a 21% employee contribution rate for plan year 2021** or (2) family coverage at 50% employee contribution. Part-time employees will be entitled to single coverage only at 50% employee contribution. This will apply to employees who work a minimum of 20 hours per week. Any employee currently below this number at date of contract signing will have the opportunity to increase their hours to 20.

(c) **Long Term Disability:** Employees wishing to participate in the Company's long-term disability plan may do so at their own cost, subject to plan eligibility requirements.

(d) **Pension:** RAs shall not be eligible to participate in the Company pension plan. Commencing January 1, 2008, the Company will contribute to the IAM National Pension Plan for all employees pursuant to the "Standard Contract Language" attached hereto. See Appendix "J".

(e) **Benefits Required by Law:** RAs will be entitled to workers' compensation, short term disability, social security and all other benefits required by law.

(f) **Travel Benefits:** RAs will be entitled to travel benefits consistent with Staff Regulations.

(h) **Paid Time Off:** Full time RAs (regularly scheduled for 40 hours per week) will receive paid time off (in lieu of vacation, sick and personal time) as follows: (i) after one (1) year: 80 hours per year, and (ii) after three (3) years; 112 hours per year. No paid time off will accrue during leaves of absence. Part-time RAs (regularly scheduled for less than 40 hours per week) will receive the foregoing paid time off pro-rated based on the average hours worked per week divided by 40. For example, a part-time RA averaging 20 hours in year 1 will receive 40 hours per year in year 2 and so forth. Unless used for sickness, paid time off must be approved in advance by management. In the event that time off (whether paid or unpaid) is required for sickness or other unanticipated reason, it is the responsibility of the RA to report by phone and/or email his/her absence at least 60 minutes prior to the start of his/her shift as well as the reason therefore. If unanticipated time off is needed during a shift, it must be coordinated with management. PTO hours equivalent to one work day will be allowed for use as a Personal Day to be used on one occasion in a calendar year. This PTO day may be utilized for all purposes provided proper notice is given to the employee's immediate supervisor.

Accrual Beginning First of Month Following Ten (10) Years of Service – in addition to the above listed hours following 3 years of service, and additional one (1) day shall be added and pro-rated as applicable.

Accrual During Years 1 – 3 of Employment – prorated for less than 40 hours as indicated below. Annual PTO Accruals are based on an employee having 2080 paid hours per year.

Scheduled Hours Worked Per Week	Applicable % of Full-Time Allotment	Accrual Rate Per Month (in hours)	Annual PTO (in hours)	Annual PTO (in days)40hr/5 days
40	100	6.6	80	10
35	87.5	5.83	70	
30	75	5.0	60	
28	70	4.6	56	
25	62.5	4.16	50	
24	60	4.0	48	
20	50	3.3	40	
18	45	3.0	36	

Accrual Beginning First of Month Following 3Years of Service – prorated for less than 40 hours as indicated below. Annual PTO Accruals are based on an employee having 2080 paid hours per year.

Scheduled Hours Worked Per Week	Applicable % of Full-Time Allotment	Accrual Rate Per Month (in hours)	Annual PTO (in hours)	Annual PTO (in days)40hr/5days
40	100	9.3	112	14
35	87.5	8.16	98	
30	75	7.0	84	
28	70	6.5	78	
25	62.5	5.8	70	
24	60	5.6	67	
20	50	4.6	56	
18	45	4.16	50	

(i) **Holidays:** RAs will have the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. After 3 years of service, a floating holiday will be added. RAs who are required to work on a designated holiday will have a choice to be paid double time and a half for all hours worked. If an employee wishes they may choose to be paid time and a half for hours worked and given another paid day off. This Holiday in lieu will be taken within 90

days of the holiday. Employees choosing this option will be required to submit at least 5 options, within the designated bid period, and must include a variety of days and the day requested cannot be another contractual holiday. Reservation Agents who are scheduled to work but do not work because they are given the holiday off will be paid for the day. Reservation Agents who are not scheduled to work on a designated holiday will be given the following options: (a) will be given another paid day off, following the above procedures for obtaining a day off in lieu of the holidays, (b) bank the hours in their TOT bank to be applied for and taken at a later date based upon operational demands, (c) Employees who are scheduled to work on a holiday, however not needed for operational requirements, will be paid for the hours scheduled to work.

All holiday payments or substitute time will be based upon either the scheduled daily average hours in the week in which the holiday falls or the actual number of hours worked on the holiday, whichever is higher.

On the “Holiday in lieu day off” that is granted the employee will be paid at the actual number of hours the employee was scheduled to work on that day.

(j) **Bereavement Pay:** RAs who have completed their probation will be entitled to bereavement pay as follows: Three (3) days in the event of the death of the employee’s spouse, child, mother, father, sister, brother, mother-in-law or father-in-law when death occurs either in the United States or Canada. If the death occurs outside of the United States or Canada five (5) days will be granted. One (1) day to attend the funeral of the employee’s grandparent, grandchild, aunt or uncle.

(k) Except as otherwise provided in the Remote Worker Agreement, or as otherwise modified herein, the CBA shall apply to RAs.

(l) The Company will provide life insurance for full-time Reservations Associates at one-times (1x) their annual base salary, subject to all terms and conditions of the insurance policy.

F. **Call Center to Remain While Remote Worker Program in Effect**

1. So long as the Remote Worker Program is being utilized, (a) all current staff covered by the terms and conditions of the Reservations Agent, Sr. Reservations Agent, Cargo Agent, Sr. Cargo Agent, and Ticket Agent Agreement will be guaranteed continued employment at the Call Center (subject to termination for just cause and paragraph D(6)(c) above), and (b) a Call Center shall remain in operation.

2. The IAM agrees the minimum staffing levels in employees covered by this agreement can reduce through attrition. The Company will no longer be required to back fill to maintain 15 full-time positions in the brick and mortar call center. The brick and mortar call center staffing level can drop below 5 full time employees under the Reservations Agent Agreement (Senior Reservations Agents, Reservations Agent, Ticketing Agent, and Senior Cargo Reservation Agent) provided that any of those 5 employees have requested to work from home. If there is no agreement, then it will be resolved through the grievance process.

3. Nothing herein shall preclude layoffs of Current CC Employees, provided, however, that before laying off full-time Current CC Employees, all Reservations Associates and part-time RSAs (whether working as Remote Workers or at the Call Center) must be laid off first.

G. Cargo Reservations Remote Program

1. The Company and the Union agree that 3 out of the 4 Cargo Reservations Agent staff may work from home if requested. This may be on a rotating basis as determined by the Cargo Sales Manager. Vacant Cargo Reservations Agent positions under the Agent Agreement will be first filled from current Reservations Sales Agent staff covered by the Reservations Agent, Sr. Reservations Agent, Cargo Agent, Sr. Cargo Reservations Agent, and Ticket Agent Agreement. If the position is not filled voluntarily, the junior full-time staff member from the Reservations Agent, Sr. Reservations Agent, Cargo Agent, Sr. Cargo Reservations Agent, and Ticket Agent Agreement will be assigned. When all staff covered by that agreement have been exhausted, all new Cargo Reservations Agent positions will be filled under the terms and conditions of this agreement.

H. Good Faith Implementation and Dispute Resolution

1. The parties agree that good faith implementation of the Remote Worker program outlined herein is in the best interests of the Company, the current employees and the Union.

2. While the parties have attempted to address all anticipated issues associated with the implementation of this program, they recognize that other unanticipated issues may arise after the execution of this agreement.

3. In the event that other unanticipated issues come to the attention of the Company or the Union, it is expected that the parties promptly will engage in good faith discussions with a view of reasonably resolving those issues in a spirit consistent with the agreed terms of this program.

4. If, at any time, the Union believes the Company's implementation of this program is inconsistent with either the letter or spirit of this agreement, the Union shall have the right to pursue expedited arbitration before an arbitrator agreed to by the parties or, failing agreement on an arbitrator and/or procedures for such expedited arbitration, pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

I. Effective Date and Duration

This Agreement constitutes the full, final and complete settlement of all issues subject to Collective Bargaining from the amendable date of April 1, 2018 and becomes effective on January 1, 2019 on rates of pay and as agreed and signed on other items and shall continue in full force and effect until December 31, 2021 and from year to year thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I, of the Railway Labor Act, as amended.


J. Savings 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.

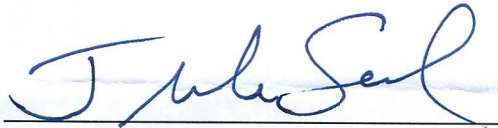
Agreed to: December 31, 2018




David Supplee
President/Directing
General Chairperson
District Lodge 142



Ken Karchinski
Director of Call Center Sales
Aer Lingus



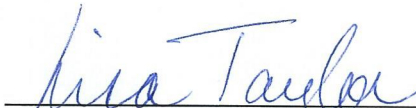
James M. Samuel
General Chairperson
District Lodge 142



Anna Marie Weismantel
Operations Manager



Maria Restruccia
Negotiating Committee



Lisa Taylor
Director Staff Services



Diane Seddio
Negotiating Committee

SCHEDULE “A”

RATES OF PAY

Effective on signing, rates of pay shall be as follows:

	Current	Eff. 1/1/19	Eff. 1/1/20	Eff. 1/1/21
Start	\$ 11.67	\$ 12.18	\$ 12.54	\$ 12.91
Step 1	\$ 12.18	\$ 12.54	\$ 12.91	\$ 13.29
Step 2	\$ 12.54	\$ 12.91	\$ 13.29	\$ 13.84
Step 3	\$ 12.91	\$ 13.29	\$ 13.84	\$ 14.57
Step 4	\$ 13.29	\$ 13.84	\$ 14.57	\$ 15.73
Step 5	\$ 13.84	\$ 14.57	\$ 15.73	\$ 16.32
Step 6	\$ 14.57	\$ 15.73	\$ 16.32	\$ 17.24
Step 7	\$ 15.73	\$ 16.32	\$ 17.24	\$ 18.05
Step 8	\$ 16.32	\$ 17.24	\$ 18.05	\$ 18.63
Step 9	\$ 17.24	\$ 18.05	\$ 18.63	\$ 19.16
Step 10	\$ 18.05	\$ 18.63	\$ 19.16	\$ 19.69
Step 11	\$ 18.63	\$ 19.16	\$ 19.69	\$ 21.28
Step 12	\$ 19.16	\$ 19.69	\$ 21.28	\$ 21.81
Step 13	\$ 19.69	\$ 21.28	\$ 21.81	\$ 23.20
Step 14	\$ 21.28	\$ 21.81	\$ 23.20	\$ 23.66
Step 15	\$ 21.81	\$ 23.20	\$ 23.66	\$ 23.66
Step 16	\$ 23.20	\$ 23.66	\$ 24.14	\$ 24.62

The first wage increase becomes effective in 2019 on the employees’ anniversary date. For all Employees at \$14.57 or below in any year of the contract (2019, 2020 or 2021), wage progression for increases to the next rate will occur on a ten (10) month time period instead of the traditional twelve (12) month annual time period. This ten (10) month provision shall not apply beyond the term of this contract unless mutually agreed upon. (Example: On the DOS, an employee is currently at a rate of \$16.32 an hour. In 2019 on their anniversary date the employee would move right on the schedule to \$17.24; in 2020 on their anniversary date the employee would move across to \$18.05 and in 2021 the employee would move across on their anniversary date to \$18.63.)

LONGEVITY PREMIUM

Effective March 14, 2007, the Longevity Premium will be four dollars (\$4.00) per month/year of service up to a maximum of seventy dollars (\$70.00) per month payable after eighteen (18) years of credited service. Employees hired after April 17, 2007 will begin receiving longevity premium 12 months after reaching the top of the scales; the employee will receive \$4.00 per month in addition to his regular basic salary plus \$4.00 per month for each additional year of service thereafter, until the maximum (\$70.00 per month) shall have been reached.

APPENDIX "B" GROUP INSURANCE

Subject to plan eligibility requirements, full time employees will be entitled to (1) single coverage or (2) family coverage **at rates that are listed in Article XXI, paragraph E, sub-paragraph (b) on page 42 of this agreement.** Part-time employees will be entitled to single coverage only at 50% employee contribution. This will apply to employees who work a minimum of 20 hours per week. Any employee currently below this number at date of contract signing will have the opportunity to increase their hours to 20.

The Company and the Union agree to amend the Group Insurance Plan as follows:

1. Effective January 1, 2016, the Company will amend the United Healthcare medical and dental plans as follows:

	Eff. 1/1/2016
Deductible (In-Network)	\$500single/\$1,000 family
Deductible (Out-of-Network)	\$1,000single/\$2,000 family
Coinsurance (In-Network)	80%/20%
Coinsurance (Out-of-Network)	60%/40%
Out-of-Pocket Maximum (In-Network)	\$2,500single/\$5,000family

Out-of-Pocket Maximum (Out-of-Network) \$4,000 single/\$8,000family
(If this plan is not available by UHC when 2016 plans are identified by the carrier, the Company and the Union will meet to discuss an available plan similar to the above.)

Medical and dental coverage will begin on the first of the month following (a) two completed months of employment for full time employees and (b) six completed months of employment for part time employees.

5. Current and future part-time employees will contribute at the rates currently set forth in the collective bargaining agreement, unless the Company, at its option, reduces the contribution rates and/or includes family coverage. Reduction of contribution rates below the maximum allowable shall not serve as a waiver or restriction of the Company's right to thereafter raise the contribution to the maximum.

6. In the event that UHC declines to renew coverage, imposes unreasonable changes to the form or cost of coverage, seeks to impose uncompetitive rates, or imposes excessive cost increases in any one year, the Company may notify the Union of a change in carriers and the parties will meet to discuss any changes that might be required with the new carrier. Nothing herein shall prohibit the Company from changing carriers provided that the terms of coverage will be generally comparable or from making changes as may be required by the Health Care Reform Act.

7. The Union and the Company agree that future medical plan costs and future benefit plan expenses may require changes to the plan options and an increase in benefit employee costs (i.e. deductible, out-of-pocket expenses or other pieces of the plan that may be required by law). The Union and the Company agree to meet each year beginning 2016 on/or about August/September to review the plans and conform to federal regulations. The Company will not continue a plan that is subject to any additional federal mandated fees as identified in the Affordable Care Act (ACA).

8. If the parties are unable to agree, following the negotiations specified in paragraph 6 and/or 7 above, the matter shall be the subject of an arbitration hearing within 45 days of the Company's initial notice. If the parties are unable to agree upon an arbitrator for said expedited arbitration, the matter shall be resolved pursuant to the Expedited Arbitration Rules of the American Arbitration Association. Unless the parties agree otherwise, any award shall be issued within 60 days of the Company's initial notice.

9. In the event of a notice under paragraph 7, the Arbitrator shall have jurisdiction to determine whether a change in benefits relating to plan options which may require a change to deductibles, out-of-pocket expenses or other pieces of the plan that may be required by law. This does not affect the negotiated employees' contribution rates for 2016, 2017 & 2018.

APPENDIX "H"

GAIN SHARE / PROFIT SHARING

During the life of this agreement any profit-sharing program that is offered on a corporate basis will also be offered to staff under this agreement provided the criteria set by the profit share program is met.

APPENDIX "J"

PENSION

Commencing January 1, 2008, the Company will contribute to the IAM National Pension Plan for all such employees pursuant to the "Standard Contract Language" attached hereto.

**IAM PENSION FUND
STANDARD CONTRACT LANGUAGE**

A. The Employer shall contribute to the IAM National Pension Fund, National Pension Plan for each hour/day or portion thereof for which employees in the Reservations Associates job classification covered by this Agreement are entitled to receive pay under this Agreement, as follows:

\$0.85 per scheduled hours worked effective January 1, 2019

\$0.90 per scheduled hours worked effective January 1, 2020

\$0.95 per scheduled hours worked effective January 1, 2021

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives vacation pay at termination or vacation pay in lieu of time off.

C. Contributions for new, temporary, probationary, part-time and full-time employees are payable from the first day of employment.

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

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

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

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

APPENDIX “L” ELECTRONIC MONITORING

Aer Lingus reserves the right, subject to applicable law, to use taping and/or monitoring for the purpose of training and operational quality assurance. Accordingly, the company agrees to advise staff of taping and/or monitoring prior to the taping and monitoring.

It is mutually understood that at the date of signing this Agreement, random monitoring of all employees will be discontinued except as stated in this letter.

As a result of taping and/or monitoring, no staff member will be disciplined unless he is in direct violation of the IAM Agreement.

In the event modifications are required, the parties will meet to discuss same in good faith.

Letter of Understanding – Concerning No Lay-Off Clause in the Collective Bargaining Agreement

The following conditions will apply to the negotiated no lay-off clause contained within the recently ratified Collective Bargaining Agreement valid from **April 1, 2018 – December 31, 2021** concerning the “Non-Verbal” work and the “Call Flow”. This applies to **all** current employees hired prior to the date of ratification.

It is understood and agreed that the intention of the language is to **guarantee the employment of all employees hired prior to the date of ratification and to prevent any employee, from either Collective Bargaining Agreement, from being laid-off for any reason. This guarantee does not apply to employees that are subject to progressive disciplinary or performance issues.**

Agreed to: **December 31, 2018**



James M. Samuel
General Chairperson
IAMAW, District 142



Ken Karchinski
Director of Call Center Sales
Aer Lingus