

#### **AGREEMENT**

**BETWEEN** 

#### **ALASKA AIRLINES, INC**

**AND** 

## INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

FOR

RAMP AND STORES EMPLOYEES



**2019 – 2024 AGREEMENT** 

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# 2019 AMENDMENT TO THE WORKING AGREEMENT between ALASKA AIRLINES, INC. and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Hereinafter, ALASKA AIRLINES, INC., will be referred to as the "Company," and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS will be referred to as the "Union."

#### PREAMBLE

The IAMAW and Alaska Airlines recognize that the success of a company depends on its people. People perform at their peak when they feel valued, respected, well compensated, and feel like an important part of the company they work for.

In order to attract and maintain the highest quality employees, Alaska Airlines and the IAM are committed to ensuring RSSA jobs are seen as an important asset to the Company. For this to happen, we must have a relationship built on mutual respect, trust and loyalty. We must also endeavor to work together to improve the profitability and competitiveness of the company.

All partnerships may prove to be difficult at times, but through candor, our unique culture, open communication and high efficiency, Alaska Airlines will continue to overcome obstacles, and provide for long, prosperous careers for the employees represented by the IAM.

#### ARTICLE 1, 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 the 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 both individually and collectively, for the advancement of that purpose.
- B. No employee covered by this Agreement will be interfered with, re-strained, 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 or jobs are referred to in the male gender, it shall be recognized as referring to both male and female employees.
- D. Alaska Airlines and the International Association of Machinists and Aerospace Workers hereby agree that neither the Company nor the Union will discriminate against any employee because of race, color, religion, national origin, disability, or veteran status, sex, age, sexual orientation, or sexual identity.

#### ARTICLE 2, SCOPE OF AGREEMENT

- A. The Company's General Policy, Operating, Maintenance Manuals and the Company's System Regulation, Customer Service, and General Maintenance Manuals shall be made available to all employees. Each employee shall be responsible for knowledge of their location and contents. The Company shall advise all employees of changes in rules and/or regulations that could result in disciplinary action. Employees covered by this Agreement shall be governed by such Manuals and by all applicable rules, regulations and orders issued by properly designated authorities of the Company which are not in conflict with the terms of this Agreement. The Company shall have the right to modify these manuals, policies, System Regulations during the term of the Agreement. The Company will insure that these rules, regulations and orders, together with such amendments or changes as may be made from time to time, are made available to all employees.
- The Company agrees that all work normally performed by the employees covered by this Agreement in its Airport Stations or other facilities is recognized as coming within the jurisdiction of the International Association of Machinists and is covered by this Agreement. The parties agree that the Company may (1) continue to contract out work heretofore customarily farmed out; (2) return equipment, parts, or assemblies to the manufacturers or to a manufacturer-approved repair station for repair or replacement; (3) purchase necessary parts, equipment or facilities including but not limited to the installation of fixed equipment and new facilities construction; (4) contract out any work when the Company's facilities, equipment or personnel are not sufficient or available or where employees covered by this Agreement do not have the experience and ability to satisfactorily perform the work required or warranty agreements exist; (5) contract out any work for which the Company's cost exceeds the vendors charges, less material; (6) reserve the right to contract out other work with the approval of the Union.
- C. When "new equipment" is put into service by the Company, all employees required to utilize this "new equipment" will be provided training regarding its use. To the extent practicable, all employees will be given an opportunity to become familiar with the new equipment. Upon review and approval by local management, such training may include one-on-one individual training.

- D. 1. In the event of the introduction of "new equipment or technology" that will be used by employees in this bargaining unit and will directly affect the employees' performance or process in functioning in his position, the Company and the IAM President/Directing General Chair or his designee will meet at least sixty (60) calendar days prior to the scheduled implementation date for the "new technology". The purpose of this meeting will be to discuss and review the impact of the new technology. The following topics shall be reviewed at this meeting.
- a. A description of the nature of the proposed technological changes.
- b. The approximate number, locations and employee classifications likely to be affected by the technological change.
- c. The impact on the job security of bargaining unit employees.
- d. The reason for the change and the impact it will have on the Company's operation.
- e. The Company's efforts to minimize any negative impact the technological change may have on the employees affected.
- 2. If the introduction of new technology directly results in a reduction in force of employees covered by this Agreement, the Company will make reasonable efforts to provide retraining and/or alternate job placement within the Company for all affected incumbent employees.
- 3. For purposes of this Article, the terms "new equipment" and/or "new technology" do not include enhancements or upgrades to currently used equipment or systems. Such new equipment or technology must be used by the employees covered by this Agreement and must directly affect the employee's performance or functioning in his job.

#### ARTICLE 3, STATUS OF AGREEMENT

- A. The Union is recognized by the Company as its sole and exclusive collective bargaining agent for those employees of Alaska Airlines employed in the United States of America, and composing the class and crafts of ground service employees, whose classifications are covered by this Agreement, and in the event the Company opens a new base such base shall be considered the same as a new department of the Company and shall come under the Agreement.
- B. The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the Company, provided it is not in conflict with any paragraph in this Agreement. In addition, it is agreed upon and understood 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; and methods to be followed in the overhaul, repair and servicing of airplanes are the sole and exclusive function and responsibility of the Company.
- It is the intent of the parties of this Agreement that the C. procedures herein shall serve as a means of peaceful settlement for all disputes that may arise between them. During the life of this Agreement the Company will not lock out any employee; the Union will not cause or permit its members to cause nor will any member of the Union take part in any sit-down, stay-in, or slow-down in any plant, hangar or facility of the Company, or in any curtailment or restriction of operation, overhaul, repair or servicing of airplane, or any work of the Company. The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket any of the Company plants or premises until the bargaining procedures outlined in this Agreement and provided for in the Railway Labor Act have been exhausted; and in no case where a grievance or dispute comes under the jurisdiction of the System Board of Adjustment as provided for herein. The Company reserves the right to discipline any employee taking part in any violation of this provision of the Agreement.
- D. No employee covered by this Agreement shall in any way cause malicious damage to either the property or the reputation of the Company. Any such action shall be cause for immediate discharge. The Union agrees that it will cooperate in preventing such actions.

E. In the event of a merger, purchase, or acquisition of another company, involving that entire company or a substantial portion of that company by the Company, the IAM and the Company will meet to discuss the merger, purchase, or acquisition. The Company will provide the IAM with the information concerning the proposed merger, purchase, or acquisition at the earliest feasible time to allow for the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, or acquisition upon the IAM represented employees.

This Agreement shall be binding upon any successor, assign, assignee, transferee, administrator, executor and/or trustee (a "successor") of the Company resulting from any transaction that involves transfer (in a single transaction or a multistep transaction) to such successor of ownership and/or control of all or substantially all of the equity securities and/or assets of the Company. The Company agrees that it shall not consummate any transaction that involves a transfer as defined herein until the Successor agrees in writing to be bound by the terms of this agreement.

The following provisions apply in the case of a successorship transaction, as described in paragraph E. above, in which the successor is an air carrier or any corporate affiliate, alliance or acquisition of an air carrier. The ramp and stores employees shall be merged in accordance with the following:

- 1. The integration of the seniority lists of the ramp and stores employees shall be governed by Sections 2.a., 3 and 13 of the Allegheny-Mohawk Labor Protection Provisions (LPP's). The successor shall accept the integrated seniority list, including any conditions and restrictions established through the LPP proceedings, as applicable: and
- a. There shall be no system wide realignment of Ramp and Stores positions, or system rebid, resulting from the integration of the seniority lists or the implementation of a single collective bargaining agreement that results in employees on the Alaska Airlines seniority list being involuntarily displaced / "bumped" from their station by a pre-transaction employee of the Successor. This paragraph shall not restrict the Successor from the furloughing of employees from the integrated seniority list due to closure of a station of reduction in operations at a station.

- 2. The respective ramp and stores collective bargaining agreement shall be merged into one (1) agreement as the result of negotiations with the IAM and the Successor: and
- 3. In the event of a transaction in which the Successor is not an air carrier or any corporate affiliate of an air carrier, the Successor shall, in addition to assuming all obligations under the Agreement, provide the ramp and stores employees with Labor Protection Provisions as specified in paragraph E. above.
- 4. Any and all disputes concerning alleged violation of Paragraph E. shall be resolved by final and binding arbitration. The Company agrees to arbitrate any grievance filed by the Association alleging violation of Paragraph E. on an expedited basis directly before a neutral arbitrator. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the neutral arbiter and decided expeditiously no later than sixty (60) days after submission. The parties agree to abide by any arbitration award that is issued.

#### ARTICLE 4, CLASSIFICATION OF WORK

#### A. Lead Stores Agent

A Lead Stores Agent shall, as a working member of the group, be charged with the responsibility of leading, directing, and approving the work of Stores Agents not exceeding a group totaling more than fifteen (15) other Stores Agents. Where five (5) or more Stores Agents are assigned to work on a shift, one shall be a lead.

#### B. Stores Agent

The work of Stores Agents shall consist of requisitioning, receiving, shipping (which may include dangerous goods and materials), warehousing, storing, disbursing and recording parts, equipment and supplies at locations where the Company maintains stores or stockrooms where the work is sufficient to justify the employment of a Stores Agent.

#### C. Lead Ramp Service

A Lead Ramp Serviceman shall, as a working member of the group, be charged with the responsibility of leading, directing, and approving the work of ramp servicemen not exceeding a group totaling more than fifteen (15) other employees. Where five (5) or more ramp servicemen are assigned to work on a shift, one shall be lead. The lead may be required to train as long as such training does not conflict with the demands of his lead responsibilities.

#### D. Ramp Serviceman

The work of a Ramp Serviceman shall consist of servicing aircraft while on the ground, involving the loading, unloading, packing and securing cargo and equipment in aircraft, pickup and delivery of all cargo; including mail, express, baggage, freight, company material, buffet and cabin supplies, and may include clerical functions; such as, but not limited to, preparation of airway bills, sales, tickets and air freight, reservations, weight and balance manifests, as required by and in accordance with Company Procedures and load plans. <u>Duties may also be those of a Departure Coordinator, which may include; operating and monitoring equipment for flight and gate information display systems and updating information on systems; coordinating and communicating that aircraft have been properly cleaned,</u>

provisioned and secured prior to departure, coordinating and communicating load information regarding cargo, mail, passengers, baggage and any other special items per the published load plan and instructions, reporting final load information and coordinating gate activities with other airlines and to act as an airport liaison between Operations, Customer Service, Ramp, Cargo, Fueling, Maintenance, Flight Attendants, and Pilots; observation and reading of FAA winds and weather equipment (i.e. JNU winds); planeside presence validating loading and placement of items on aircraft and reporting final numbers as needed to operations.

Ramp Servicemen shall, in accordance with Company procedures, service the aircraft lavatory and water systems, assist in the conversion of aircraft, provided there is a qualified aircraft Mechanic present for the aircraft conversion, and may clean the aircraft interior and exterior (including painting), place, clean, and arrange in aircraft all passenger service and galley equipment; maintain the ramp areas, warehouses, baggage and cargo rooms, locker areas and other facilities they use in the course of their duties, in a clean presentable condition, and other general ramp service work. Ramp Servicemen may be required to assist the Mechanic by standing fire guard while an aircraft is being serviced with fuel and other duties which do not conflict with other classifications as indicated herein.

Ramp Servicemen may be required to spot, block, stand fire guard, pushback, fuel, deice, and wave off aircraft. Ramp servicemen may do painting and minor preventative maintenance on ground equipment that is related to their job functions (e.g., such as changing light bulbs, oil, tires, batteries; does not include engine tune-ups, points, plugs or condenser).

#### E. Foreman

Foreman and higher-ranking officials of the Company shall not be permitted to perform work on an hourly rated job covered by this Agreement except in emergencies or instructions or training of employees. It is agreed that the servicing of late flights where qualified personnel are not available and the performance of necessary work caused by unusual circumstances at line service stations in order to maintain flight schedules, or the protection of Company property against the elements may be considered an emergency. Each emergency will be reported in writing to the local union shop committee or local steward when there is no shop committee, upon

receipt by the Company of a request in writing. The Company will respond in writing within twenty-four (24) hours of the written request, excluding Saturdays and Sundays.

- F. In addition to the duties and responsibilities contained in Article 4, paragraphs A. through D., employees will also be responsible in each classification as a portion of their regular duties for accomplishing all aspects of hazardous material responsibilities for which they have been properly trained.
- G. Employees under this agreement may be cross-utilized in other classifications for which they are qualified provided they are paid their normal wage or the wage of the classification in which they are working, whichever is greater. (see Article 23.G.) In the event that a continuous, cross-utilization assignment exists at a location for ninety (90) days, the cross-utilization assignment will either cease or will become a permanent vacancy and will be filled in accordance with Article 10 of the Agreement. The ninety (90) day restriction does not apply to on-going partial shift cross utilization. (For example, the GSE Mechanic in Sitka routinely performing ramp service functions during flight time.)
- H. In all classifications, when the scheduled Lead is not available, the manager shall have the right to assign a temporary lead from those employees on shift holding Lead seniority, in seniority order. If none are available, a volunteer will be solicited from all employees on shift holding basic classification seniority, in seniority order. If there are no volunteers, the Lead will be assigned from those employees on shift holding basic classification seniority, in inverse seniority order.

#### ARTICLE 5, HOURS OF SERVICE

#### A. Work Day

- 1. Employees at all locations will be assigned a specific shift and days off schedule. The required schedule shall be established by the Company. Selection of shifts and days off shall be by classification seniority. Eight (8) consecutive hours of service exclusive of meal periods will constitute a work shift, except as otherwise specifically provided for herein.
- 2. a. A ten (10) hour day, four (4) day week may be established by the Company at all bid locations as identified by the Company for any classification covered by this Agreement. A ten (10) hour day may not be discontinued less than thirty (30) days after instituted unless by mutual agreement of the parties.
- b. Ten (10) consecutive hours, exclusive of a meal period not to exceed thirty (30) minutes, shall constitute a modified work day.

#### B. Work Week

- 1. A standard work week consists of a seven (7) day period with five (5) consecutive work days and two (2) consecutive days off and shall commence with the first day of work following the scheduled days off, except where it is necessary to rotate scheduled days off in order to repeat the schedule.
- 2. A modified work week will consist of four (4) consecutive ten (10) hour days worked within seven (7) consecutive days with three (3) consecutive days off and shall be scheduled as regular days off in each work week. The modified work week shall commence with the first day of work following the scheduled days off, except where it is necessary to rotate scheduled days off in order to repeat the schedule.
- C. All employees covered by this Agreement scheduled to work five (5) hours or more will be scheduled to have a meal period of not less than one-half (1/2) hour nor more than forty-five (45) minutes.

- 1. If the lunch period is one-half (1/2) hour, it will be scheduled within one (1) hour before and one (1) hour after the middle of the shift.
- 2. If the lunch period is forty-five (45) minutes, it will be scheduled within one and one-half (1-1/2) hours before or one and one-half (1-1/2) hours after the middle of the shift.

#### 3. a. Off Schedule Lunch

If the employee fails to have his lunch period as set forth above, he will be entitled to straight time pay, not to exceed thirty (30) minutes, for the lunch period missed, and will be permitted to receive his full lunch period as soon as possible. The Company may direct the employee to leave work thirty (30) minutes early, without loss of pay, in lieu of the late lunch penalty pay for the lunch period.

#### b. No Lunch

If the employee fails to receive his lunch period as set forth above, he shall receive thirty (30) minutes at the time and one-half (1-1/2) rate of pay for his missed lunch and also receive the applicable rate of pay for all hours worked (overtime, if applicable). The Company may direct the employee to leave work one (1) hour early, without loss of pay, in lieu of the late lunch penalty pay for the missed lunch. A graveyard shift (third shift) employee who receives no lunch will receive the applicable rate of pay for all hours actually worked plus sixty (60) minutes at the time and one-half (1-1/2) rate of pay as compensation for the missed lunch.

- 4. Eight (8) hours inclusive of meal period not to exceed thirty (30) minutes, shall constitute a full day of work on the graveyard or third shift which shall be defined as any shift commencing subsequent to 9:00 p.m. and prior to 5:00 a.m.
- D. A bid location is any work group established by the Company wherein the employees perform a similar function (e.g., Line Ramp, Air Freight, etc.). All employees will be assigned a specific bid location.
- E. For realignment of the work force due to changes in starting times, number of employees on a shift, or days off, the following procedure will apply:

A notice of shift alignment shall be posted a minimum of fourteen (14) calendar days for the purpose of bidding in advance of any change of the number of employees on a shift; shift starting time of more than two (2) hours; or days off. All days off, shifts and starting times will be posted for the employees in the bid location as follows: The bulletin shall be posted a minimum of seven (7) calendar days which will be utilized for bidding purposes, and the results of the bidding will be posted a minimum of seven (7) calendar days prior to placing the schedule into effect. If there are insufficient bidders to complete the required schedule, the junior employees in the bid location shall be assigned. The new schedule shall not be placed into effect and employees shall not be required to change days off or shifts without such notice. If fourteen (14) days notice of shift or days off change is given and this results in an employee working more than five (5) consecutive days or more than one (1) shift within a twentyfour (24) hour period, such excess days and/or shifts shall be paid at the straight time rate.

- F. 1. All shifts and days off will be rebid as set forth in E. above at least // three (3) times each calendar year. Only shifts will be rebid at any bid location where rotating days off exist. No employee covered by this Agreement shall be denied the right to select his shift and days off except as otherwise provided for in this Article.
- 2. All bidding provisions of these Paragraphs E. and F. apply only to days off and shifts and specifically do not provide for change in a bid location or filling of a vacancy. Whenever practical, primary tasks will be identified on the shift bid for employee convenience.
- G. // When employees realign, the Company may block a sufficient number of shifts to accommodate up to a maximum of eighty percent (80%) of the probationary employees in a classification at a bid location at a station. "Probationary" shall be defined as set forth in Article 9.C and 10.D.1. The Company and the Union shall meet at least once every six (6) months, if either party so request, to review the percentage of shifts blocked. Such meetings will be held between the Labor Relations Department, or its designee, and the designee of the District.
- H. 1. The Company may, from time to time, establish or eliminate bid locations. The Union may request in writing, the reason(s) for changes in bid locations. The Company will respond in writing within five (5) Calendar days.

- 2. Employees affected by the elimination of a bid location which does not result in a reduction of employees at the station, will be permitted to exercise their seniority in their classification(s) at their station.
- 3. When a new bid location is established by the Company, the positions within it will be bulletined as set forth in Article 10, Paragraph B. Only bids from employees at the new bid location's station and currently within the classification bulletined will be accepted unless there is an increase of positions within the classification at the station. If there is an increase, the increased position(s) will be available for bid systemwide.
- I. An open schedule is defined as a previously bid schedule (start times and days off) that is currently vacant as a result of an employee being unavailable to work his schedule (e.g. jury duty, leave of absence, etc.). When it is necessary to fill an open schedule, the following will apply:
- 2. Open schedules may be covered using relief language in accordance with Article 5, paragraph R.
- 3. Open schedules that are anticipated to exceed thirty (30) calendar days may be made available to other employees at the bid location. If filled, the open schedule will be bid upon by the employees in the same classification/bid location and awarded based on classification seniority. The bids will be posted for a minimum of three (3) days and the bids must be awarded and posted within seven (7) days of closing. The Company reserves the right to limit the domino effect of movement into open schedules to two (2) awards followed by one (1) assignment. An employee(s) awarded a bid to fill an open schedule will be returned to his original schedule when the coverage is no longer needed.
- 4. The Company may opt to use the process outlined in I.2.-3. above for open schedules of less than thirty (30) days.
- 5. If a vacancy is determined to exist, it will be filled in accordance with Article 10.
- J. For the purposes of this Agreement, the three shifts shall be defined as follows:

Commencing Between
First Shift 0500 - 1159 Local Time
Second Shift 1200 - 2059 Local Time
Third Shift 2100 - 0459 Local Time

- K. The starting time for shifts shall be established in accordance with the needs of the services at each station. A split shift may be scheduled when the work load at a line station is not sufficient to warrant more than one shift, yet does not fall within any eight consecutive hour periods.
- L. Except as may be provided in Paragraph K. above or Article 7, D., no full-time employee will be called to work or required to report to work for less than eight (8) hours of work or pay therefore, except when recalled on overtime. All employees in the service of the Company will be provided with a minimum of forty (40) hours of work each week, except for part-time employees:

#### M. Part-Time Employees

- 1. Part-time employees can be utilized for overtime coverage.
- 2. Part-time employees may be placed in permanent full-time positions by preference bidding or may be assigned full-time temporarily. Preference bids will be used to fill vacancies to and from full-time and part-time positions. Movement between full-time and part-time positions within a bid location, will also be allowed on a shift realignment, however, such movement will not require use of a preference bid.
- 3. Part-time employees may be utilized in any classification covered by this agreement for holiday coverage.
- 4. Full-time employees shall have the right to displace parttime positions in the event of lay-off but shall not be required to do so.
- 5. Part-time employees shall accrue seniority as if they worked full-time and shall accrue all benefits the same as full-time based upon number of hours worked.

- 6. Part-time employees may be utilized in any classification covered by this Agreement.
- 7. No more than 35% of all employees covered by this agreement may be scheduled for less than forty (40) hours per week. In addition no more than 40% of the employees on the system in each classification covered by this Agreement may be employed for less than forty (40) hours per week. A standard work week for part-time employees shall not be scheduled for less than twenty (20) hours or for more than thirty-two (32) hours in any seven (7) consecutive day period, with a minimum of two (2) consecutive days off. The work week shall commence with the first day of work following the scheduled days off, except where it is necessary to rotate scheduled days off in order to repeat the schedule.
- a. For purposes of this calculation new bid locations will not be counted in the total for the first three (3) years of their operation.
- 8. Leads and part-time employees shall be included in the classification in determining the allowable number of part-time employees. The calculation shall be made using whole numbers only.
- 9. Part-time employees shall be compensated at the overtime rate of time and one-half (1-1/2X) and double time (2X) rates of pay as follows:
- a. For employees scheduled eight (8) hours or less, the overtime rate of time and one-half (1-1/2X) shall apply for the first four (4) hours of work performed in excess of eight (8) hours in any one twenty-four (24) hour period commencing with the scheduled starting time, either before or after regularly scheduled hours. The double time (2X) rate of pay shall apply for all hours worked in excess of twelve (12) hours.
- b. For employees scheduled more than eight (8) hours and up to ten (10) hours, the overtime rate of time and one-half (1-1/2X) shall apply for all work performed in excess of ten (10) hours and up to fourteen (14) hours in any one twenty-four (24) hour period commencing with the scheduled starting time, either before or after regularly scheduled hours. The double time (2X) rate of pay shall apply for all hours worked in excess of fourteen (14) hours.

- 10. In the event hours are worked in excess of the work day as a result of schedule bidding, M.9.a. and b. above shall not apply (see Article 5, paragraph E.).
- 11. Part-time employees working on their days off shall be paid at the time and one-half (1-1/2X) rate for all hours worked in excess of forty (40) regular hours within the work week. Hours worked in excess of those described in M.9.a. and b. above on the sixth (6th) day worked and all hours on the seventh (7th) day worked shall be paid at the double (2X) time rate.
- N. The regular starting and stopping time for work shifts, days off, will be scheduled and posted at all locations. The notice will include the effective date of the last rebid.
- O. All employees covered by this Agreement will be granted a // fifteen (15) minute rest period during the first half of a work shift and a // fifteen (15) minute rest period during the second half of a work shift without loss of time, for the purpose of relaxation. Employees scheduled to work a ten (10) hour shift will be granted an additional fifteen (15) minute rest period. The time of the rest periods will be regularly scheduled insofar as possible and 30 posted by the Company at all locations.
- P. Notwithstanding other seniority provisions within the Agreement, each of the three (3) members of the Union Shop Committee at Seattle and Anchorage will, if there are sufficient positions, be assigned to day shift by displacing the most junior employee on day shift at his bid location in his classification. The employee thus displaced will be permitted to exercise his seniority in accordance with this Agreement.
- 1. The parties expressly recognize the need to have the Shop Committee Chair or his designee regularly available. In consideration of this, the Shop Committee Chair will not be assigned to duties within the operation, but rather assigned to perform Union representational duties for their full weekly schedule at no cost to the Union. When not performing Union representational duties, the Shop Committee Chair shall perform the normal duties of his classification. The Shop Committee Chair will advise the Company of his schedule.
- Q. Semi-annually, during the months of January and July, the Company will supply District Lodge 142 with a list of the number of

part-time employees at each station which will be effective as of January 1 and July 1.

- R. 1. For employees in all classifications, full and/or part-time Relief schedule(s) may be used to augment the work force on an as needed basis to provide coverage for vacations, DAT's, extended absences, training needs, etc.
- 2. a. Employees working Relief schedules will be assigned to the schedule requiring coverage with a minimum of seven (7) calendar days notice.
- b. In extreme circumstances, such as an influx of openings on a specific shift, an employee working Relief may be assigned to a relief schedule on a shift other than his current base shift provided the employee is given seven (7) calendar days notice.
- c. The seven (7) calendar days notice in a. and b. above will apply unless the employee voluntarily agrees to less notice.
- 3. The following wage and work rules apply to employees working Relief schedules:
- a. Bids for Relief positions shall include a home schedule and base shift on the bid form. A home schedule is the specific start times and days off the Relief employee will work if not covering other open schedules (e.g., 0600-1430 with Saturday and Sunday off). A base shift is shift 1, 2, or 3 (reference Article 5, paragraph J.) from which an employee's relief schedule will be assigned.
- b. Employees working Relief schedules may cover Lead schedules.
- c. Hours for full-time employees on relief schedules shall not be reduced when relieving part-time employees.
- d. Part-time employees on Relief schedules may be required to cover full-time schedules.
- e. Variable work schedules resulting from such relief coverage are not in violation of the Agreement.

f. Relief schedule employees working variable work schedules will be paid the applicable shift differential in accordance with Article 28, paragraph A. & B.

#### ARTICLE 6, OVERTIME

#### A. Overtime

Overtime rate for overtime shall be time and one-half and shall be paid for all work performed in excess of eight (8) hours in any one twenty-four (24) hour period commencing with the scheduled starting time either in advance of or after regularly scheduled hours. The hours of the working day shall be divided into ten (10) periods of six (6) minutes each for the purpose of computing the pay of the employees. For employees assigned to ten (10) hour shifts, an overtime rate of time and one-half (1-1/2) shall be paid for hours in excess of ten (10) hours up to fourteen (14 hours).

#### B. Double Time

- 1. For employees assigned to eight (8) hour shifts, the rate of double time (2X) shall be paid for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period. For double time (2X) purposes the twenty-four (24) hour period shall begin with the starting time of the employee's regularly assigned shift and shall continue until the employee has completed his tour of duty and had at least eight and one-half (8-1/2) consecutive hours of rest. For the purpose of achieving the eight and one-half (8-1/2) hour rest period, an employee's release or next reporting time may be altered by direction of the Company prior to the beginning of the rest period. However, he shall receive his regular pay starting with the beginning of his regular shift. The sixth day worked shall be at overtime (time and one-half) for any hours in excess of forty (40) regular hours during the work week for the first eight (8) hours worked, at double time (2X) thereafter and the seventh day worked shall be double time (2X).
- 2. An employee is required to inform his supervisor in advance if any insufficient rest may be incurred. The supervisor may direct the employee to report late to receive sufficient rest. If the employee has such an adjusted report time, he will receive straight time pay from his originally scheduled start time. If the specified rest is not received and the employee reports for his next shift at the regular time, the applicable rate of pay will be paid until the rest is obtained provided his supervisor was notified as outlined above.
- 3. For employees assigned to ten (10) hour shifts, hours beyond fourteen (14) hours in any twenty-four (24) hour period will be

paid at the double time (2X) rate. For employees assigned to ten (10) hour shifts, the fifth day worked shall be paid at time and one-half (1-1/2) for all hours worked in excess of forty (40) regular hours within the work week. Hours worked in excess of ten (10) on the fifth day shall be paid at the double time (2x) rate. All hours worked on the sixth and seventh days shall be paid at the double time (2x) rate provided the employee has worked on his fifth day.

- C. Hours used in computing the forty (40) hour work week, other than straight time hours worked, include the following:
  - 1. Sick leave hours paid;
  - 2. Vacation hours paid;
- 3. Holiday not worked hours paid; (when holiday falls on employee's scheduled work day)
  - 4. Bereavement Leave
  - 5. OJI
- 6. Trade Day Off (If the traded shift is not worked, the hours will not count)
  - 7. Training hours paid; and
- 8. Union leave (hours paid by the Company and later reimbursed by the Union.)
- D. All employees in the classification at the bid location may be utilized at the overtime rate (1-1/2X) before utilizing employees at the double time (2X) rate.
- E. On rotating and relief shifts, work in excess of eight (8) hours in any twenty-four (24) hour period as a result of rotation of shifts shall be paid for at straight time rates for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period, provided that not less than seven and one-half (7-1/2) hours shall have elapsed between the quitting time of the first shift and the starting time of the second shift, if it has not, the applicable overtime rate shall apply. For the purpose of achieving this seven and one-half (7-1/2) hour rest period, an employee's release or next reporting time may be altered by the Company.
- F. On fixed shift operations, if as a result of a shift change by the Company, an employee does not receive seven (7) hours of rest, the applicable overtime rate will apply until such rest is obtained, unless the employee changes shifts/days off and his seniority would have allowed him to remain on his existing shift, no overtime will apply. To

obtain the seven (7) hours rest the Company may adjust the employee's release or next reporting time.

- G. 1. When an employee covered by this Agreement has been relieved for the day and is recalled to work, he will be paid not less than two (2) hours pay at the applicable overtime rate, unless the employee agrees to work less than two (2) hours.
- 2. When an employee covered by this Agreement works on one of his two regularly scheduled days off, he will be paid not less than four (4) hours pay at the overtime rate applicable unless the employee elects to work less than four (4) hours.
- H. // Employees working overtime will be entitled to rest periods according to the following charts:
  - 1. Additional hours worked immediately before and/or after regular shift

Total Additional Hours Scheduled in One Day	Break/Breaks
<u>2.0 – 3.9 Overtime</u>	One (1) fifteen (15) minute break
4.0 – 5.9 Overtime	One (1) fifteen (15) minute break, and one (1) thirty (30) minute paid lunch
6.0 – 7.9 Overtime	Two (2) fifteen (15) minute breaks, and one (1) thirty (30) minute paid lunch
8.0 Overtime	Two (2) fifteen (15) minute breaks and two (2) thirty (30) minute paid lunches

The periods in this table are inclusive of breaks and paid lunches.

Part-time shifts less than 8 hours would complete a normal 8-hour pattern before entering this pattern.

Breaks and paid lunches are without loss of pay.

#### 2. Working on your regular day off or not in continuous service:

<u>Hours</u>	Break/Breaks
2.0 – 5.0	One (1) fifteen (15) minute break
<u>5.1 - 7.9</u>	One (1) fifteen (15) minute break, and one (1) thirty (30) minute lunch
8.0 - 9.9	Two (2) fifteen (15) minute breaks, and one (1) thirty (30) minute lunch
10.0-11.9	Three (3) fifteen (15) minute breaks, and one (1) thirty (30) minute lunch
12.0 - 13.9	Three (3) fifteen (15) minute breaks, one (1) thirty (30) minute lunch, and one (1) thirty (30) minute paid lunch
14.0 - 15.9	Four (4) fifteen (15) minute breaks, one (1) thirty (30) minute lunch, and one (1) thirty (30) minute paid lunch
16.0	Four (4) fifteen (15) minute breaks, one (1) thirty (30) minute lunch, and two (2) thirty (30) minute paid lunches

The periods in this table are inclusive of breaks and paid lunches. Breaks and paid lunches are without loss of pay.

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I. a. Overtime will be assigned to qualified volunteers who have the ability to perform the work, by Company seniority, at each shift/location, and a list of volunteers shall be maintained by Company seniority date. The Leads of each classification will be combined with their basic classification for distribution of overtime. Once an employee posts his name, it will remain current until he

removes it. An employee may add or delete his name at any time, except that he may not remove his name if it is on the current list and he has been selected for overtime.

- b. Employees on OJI/light-duty will be eligible for overtime so long as he has been released to duty and the doctor has cleared him to perform the overtime work (type of work and duration).
- c. Shift, for the purpose of overtime, shall be defined as 1, 2, or 3 in accordance with Article 5, paragraph J.
- 2. Employees on lay off status and not employed by the Company in another capacity may advise the Company that they are available to be called in for work when volunteers for overtime are not available. The Company may, at its option, utilize these laid off volunteers to cover mandatory overtime at their normal straight time rate without regard to any minimum recall provisions or resumption of fringe benefits except for sick leave and vacation. No payroll deductions will apply outside of taxes and F.I.C.A.

#### 3. Voluntary Overtime

- a. Overtime work at the end of the shift shall be offered to the most senior employee on the volunteer list volunteering in the classification, in the bid location, on that shift or to the individual performing the actual work during the shift, if it is impractical to break the continuity of work. (It is understood that the Leads of each classification will be combined with their basic classification for overtime purposes.)
- b. Overtime work prior to the beginning of a shift shall be by call-in of the most senior employee on the volunteer list on that shift, in the bid location, in the classification required.
- c. Overtime for an entire shift shall be offered to the most senior employee on the volunteer list volunteering in the classification, in the bid location, on their day off who would normally work that shift.
- d. In the event none can be contacted, any qualified employee who is on the volunteer list may be offered the work, regardless of the shift. Prior to mandatory overtime in I.5. below, all volunteers in the bid location, regardless of overtime rate of pay, will

be utilized. Thereafter, volunteers from a different bid location may be utilized prior to going to I.5. These volunteers would sign up on a separate volunteer list.

4. When the Company is aware of a requirement for overtime two or more hours before the end of a shift, employees // will be given at least two (2) hours notice of the contemplated overtime.

#### 5. Mandatory Overtime

// An employee will not be required to work overtime against his wishes, except that, if emergency overtime has been declined by all eligible employees at the location, it will be assigned in inverse order (junior assignment) by Company seniority. It is understood that the Leads of each classification will be combined with their basic classification for overtime purposes. Employees required to work overtime against their wishes will be provided the reason for such requirement, in writing should the employee so request.

- a. Overtime work at the end of the shift shall be assigned in the classification on that shift, in the bid location, to the most junior employee or to the individual performing the actual work during the shift, if it is impractical to break the continuity of work.
- b. Overtime work prior to the beginning of a shift shall be by call-in of the most junior employee on that shift, in the bid location and classification required.
- c. Overtime for an entire shift shall be assigned to the most junior employees on their day off who would normally work that shift and bid location.
- d. For the purpose of this paragraph, an emergency shall be defined as follows:
  - i. Unforeseen peak work-loads where it is impractical to alter the schedules and no solution other than overtime is feasible.
  - <u>ii.</u> <u>Unanticipated absence or the illness of an employee(s) resulting in a work force unable to provide adequate service.</u>

- <u>iii. The servicing of late flights and maintaining of flight schedules when all other means of overtime coverage</u> have been exhausted.
- iv. Protection of Company property against the weather.

#### v. Insufficient volunteers for overtime.

- e. When junior assigning for overtime, it shall be limited so that the employee so assigned will not be required to work overtime against his wishes for the next three (3) calendar days if another employee is available as set forth in I.3 above. The three (3) calendar day period begins at the end of the junior assignment. If overtime is needed during the aforementioned three (3) calendar days, the next senior employee will be assigned the overtime. No employee shall work more than fourteen (14) hours in a single work day, except in regards to the following scenarios; catastrophic situation, natural disaster, extremely severe weather condition (i.e., snow storms in cities like SEA, extended fog, etc.) and critical community support.
- f. Prior to junior assigning as stated above, an employee may choose to volunteer for overtime during the identified needed time period, in lieu of being junior assigned. If the employee exercises this option, and the employee is assigned overtime, he will not be required to work overtime against his/her wishes for the next three (3) calendar days, if another employee is available as set forth in I.3 above.
  - g. i. In the event an employee has exceeded his/her normal scheduled work week by ten (10) hours, any additional mandatory hours over the ten (10) hours will be paid at the double time (2x) rate of pay. Trade hours worked will not apply in this calculation.
  - \_\_\_\_\_ii, The provisions of I.5.g.i above will not apply to situations where the mandatory overtime hours worked are the result of the following scenarios; catastrophic situation, natural disaster, extremely severe weather conditions (i.e. snow storms in cities like SEA, extended fog. etc.) and critical community support.

- h. When the need for junior assignment has been reduced or eliminated, employees who are held on junior assignment can choose to be released in company seniority order or to complete their junior assignment prior to the Company offering staffing adjustment per Letter of Agreement #16. If employees on junior assignment have declined the option to be released, they may sign up for staffing adjustment per Letter of Agreement #16.
- 6. In the event an employee is by-passed for overtime, he will be given the opportunity to work overtime, at the applicable rate of pay, in a like amount as he originally would have received, at the time of his choice during the next thirty (30) calendar days by coordinating the scheduling with his supervisor at least twenty-four (24) hours in advance, provided it does not conflict with rest and hours of work provisions and result in any penalties to the Company beyond what he would have originally received.
- J. No overtime shall be worked except by direction of the proper supervisory personnel of the Company, or his designee. However, the responsibility for administering overtime remains with the Company.
- K. There shall be no pyramiding of the overtime rates provided for in this Agreement and no employee shall receive more than double the straight time rate for any hours worked.
- L. An employee who is required to report to work after traveling will have his travel time considered as time worked and will be paid the overtime rate applicable, except employees assigned to Prudhoe Bay.

#### ARTICLE 7, HOLIDAYS

- A. Employees covered by this Agreement will observe the following holidays on the actual day, or at the Company's option, on the day designated as such by the Federal Government: New Year's Day, // President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day.
- B. In order to provide time off on holidays, the Company will no later than seven (7) calendar days in advance, post a sign-up sheet requesting the required number of volunteers to not work on the holiday. The sign-up sheet shall remain posted for a minimum of three calendar days and all volunteers accepted and others assigned to not work on a holiday shall be notified at least three (3) calendar days in advance. Volunteers shall be selected on the basis of their classification seniority commencing with those employees who would have worked on the shift and day were it not a holiday. If no volunteers are available, those not necessary to fulfill the needs will be selected commencing with the employee with the lowest classification seniority who would normally work on the shift and day not requiring coverage.
- C. 1. Full-time employees will be compensated with eight (8) hours pay at the straight time rate for each day observed as a holiday. Any employee who works on a day observed as a holiday will be compensated at the double time and one half (2  $\frac{1}{2}$ ) rate for all hours worked with a minimum of eight (8) hours.
- 2. An employee working a ten (10) hour holiday shift shall be compensated at the double time and one half (2  $\frac{1}{2}$ ) rate for all hours worked with a minimum of ten (10) hours, except as provided in paragraph D. A ten (10) hour shift employee, whose regular days off coincide with a holiday, will be paid eight (8) hours at their regular rate of pay. A ten (10) hour shift employee who is scheduled to work the holiday, but not required, will be paid ten (10) hours at his regular rate of pay.
- 3. Employees with insufficient rest pursuant to Article 6, paragraph B., will receive double time and one half (2  $\frac{1}{2}$ ) pay for their regularly scheduled hours (e.g. 8 or 10 hours) worked on a holiday.
- 4. Part-time employees observing the holiday shall receive the straight time rate for the hours they were scheduled to work on the

holiday. If a holiday falls on a part-time employee's day off, such part-time employee shall be paid holiday pay at the straight time rate for the daily average number of hours the employee was scheduled to work during the week. To calculate this daily average, the employee's total scheduled hours during the work week will be divided by five (5). Part-time employees who work on a day observed as a holiday will be compensated at the double time and one half (2  $\frac{1}{2}$ ) rate for all hours worked for the first eight (8) hours. After eight (8) hours the employee will be compensated at the double time and one half (2  $\frac{1}{2}$ ) rate on a holiday.

- 5. Any employee scheduled to work on any of the foregoing holidays who fails to report shall be subject to immediate dismissal, unless such employee was unable to work because of illness.
- D. When an employee covered by this Agreement is called out to work on a holiday, he will be paid not less than four (4) hours pay at the applicable rate unless the employee elects to work less than four (4) hours. Holiday work may be scheduled for less than four (4) hours but an employee may not be paid for less than four (4) hours work at the applicable rate in addition to holiday pay.
- E. A holiday which falls during an employee's vacation period will be compensated as a holiday. The employee's vacation credits will not be charged for the holiday, however, his vacation period will not be extended because of the reduced number of vacation days charged. An employee may elect to be paid for both the holiday and vacation day. If the employee elects to be paid for both, his vacation credits will be charged.

#### F. Optional Banking of Holiday Hours:

At the employee's option, they may elect to be paid for holidays as outlined in C. above or they may elect to bank hours as outlined below. Employees may:

- 1. Elect to receive straight time pay for their regularly scheduled hours worked on the holiday and bank the equivalent holiday hours; or
- 2. Elect to bank holiday hours not worked in lieu of pay when the holiday falls on their regular day off.

- 3. An employee who works the holiday on their Regular Day Off (RDO) may elect to receive straight time pay for their regularly scheduled hours and bank the equivalent holiday hours. For example, employee scheduled to work eight (8) hours on their RDO would be paid eight (8) hours straight pay and bank twelve (12) hours, totaling the equivalent of double time and one half (2  $\frac{1}{2}$ ) pay.
- 4. When a holiday falls on a regular work day and the employee is given the day off, he will be paid for the day and there shall be no hours banked.
- G. The employee shall have the following options for use of banked vacation hours.
- 1. Take Day at a Time vacation (DAT) time, subject to management approval.
- 2. When the employee bids his vacation, he may elect to be paid for his banked vacation hours at the straight time rate.
- 3. Any unused banked time as of December 31 will be added to the employee's vacation accrual, not to exceed the annual accrual in accordance with Article 13.B.4.

#### ARTICLE 8, FIELD SERVICE

- A. When employees covered by this Agreement are required to engage in field or emergency work away from their base station to restore airplanes or equipment to service, they shall be paid for such work on the same basis as at their base station.
- B. Upon completion of a field or emergency work assignment 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 received 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 paragraph A. above.
- C. All time spent in traveling or waiting in connection with field service will be paid at the applicable straight time and overtime rates of pay. If such travel is interrupted or delayed 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 the time released but in no event shall any employee receive less than eight (8) hours' pay at straight time rates for any twenty-four (24) hour period while away from his base station on emergency field service. When two (2) or more Ramp Servicemen are assigned to a field service trip, the most senior qualified employee will be appointed as Lead if no Lead is available at the Station.
- D. Each employee covered by this Agreement shall receive, when away from his regular base on regular or special duty, actual and reasonable expenses as defined in Systems Regulations. The employee shall be entitled to draw an expense advance to be accounted for in accordance with Company policy. The advance, however, is not to exceed the allowance for the estimated number of days he will be away from his home base. Employees will not be required to use their personal automobile for Company business.
- E. When an employee is away from his home station on a field assignment he shall be paid straight time and overtime in accordance with the provisions of this Agreement but in no event shall he receive less than eight (8) hours pay for each day; provided, however, that the Company may schedule him to take his regular day off without compensation except for the reasonable and necessary expenses provided for in this Article.

- F. An employee having completed a field assignment away from his base Station, beyond his regular shift, shall have at least eight (8) hours rest before being required to report for work. An employee having completed a field assignment shall not be paid less money, exclusive of expenses, then he would have received had he worked his regular shift at his home base.
- G. When employees are required to engage in field or emergency work, their tool boxes, tools and luggage will be protected by the Company at a full dollar value against fire, theft or damage at base or bases or during shipment while in Company possession. The Company may require the valuation to be certified in advance of the employee departing.
- H. Employees traveling or waiting in pay status are prohibited from partaking of alcoholic beverages.
- I. Any employee covered by this Agreement required by properly designated Company authority to participate in test flights or to travel in connection with his job for all hours away from his base or station shall be covered by standard travel accident insurance policy with a death benefit of \$250,000 at no cost to the employee. The Group Insurance beneficiary will apply unless the employee designates a beneficiary in a letter to the Employee Services Department.
- J. The Company and Union will establish a mutually agreed upon policy(s) for all classifications regarding Field Trip employee selection, at stations where such a policy becomes necessary.

# ARTICLE 9, SENIORITY

- A. Company seniority of present employees will include total length of continuous service with the Company or any of its predecessor companies. Classification seniority shall be by work classification and shall accrue from the date of entering such classification after passing his probationary period as provided for in Article 9.C. or 10.D. The date of entering a classification shall be established as of the date the bid was awarded or the employee was hired. The work classifications to be recognized for seniority purposes shall be as ranked below:
  - 1. Lead Stores Agent
  - 2. Stores Agent
  - 3. Lead Ramp Service
  - 4. Ramp Service
- B. Classification seniority system-wide shall be recognized at all points where persons hereunder are employed, in all reductions of force and recall after layoff, in bidding for vacancies or new jobs, for preference of shift assignment when a vacancy occurs and in all promotion, layoff, or transfers involving classification covered by this Agreement.
- C. 1. New employees shall be regarded as probationary employees for the first 1,040 hours worked during their employment. The Company shall have the right to unilaterally terminate any employee during the probationary period.
- 2. If retained in the service of the Company after the probationary period, the names of such employees shall then be placed on the Seniority List in the order of the date of their original hiring. To decide the position of two or more employees on the Seniority List, whose hiring date or date of entering a classification is the same, the following procedure will be used in sequence as outlined:
  - a. Date of entering classification
  - b. Hiring date
  - c. Chronological age
- 3. Any employee who has had a break in service during his probationary period and who is re-employed within 365 days from the last day worked prior to his break in service will be credited with

previous Company service in the classification and his seniority date will be adjusted by excluding the break in service time. All hours worked by a probationary employee in a temporary position will count towards completion of the probationary hours.

- // Seniority Lists corrected to December 1, April 1 and August 1 shall be posted by January 1, May 1 and September 1 of each year at all locations where employees covered by this Agreement are employed. Such lists shall show employee's name, classification and seniority date and shall be subject to correction upon protests. Seniority protests will be processed by the President, Directing General Chair of the District or his/her designee and the Company during the December, April and August periods above. If no protest is filed within sixty (60) calendar days of a posting, such list shall be presumed beyond question to be correct and no protest, grievance, or other means shall thereafter be commenced or entertained to change said date for any employee. The burden of proof to show that a listing is in error shall be with the employee. The employee shall provide credible written evidence that there is an error. Any protest that is granted shall be effective only for purposes of correcting the subsequent list. There will be no retroactive adjustments. The Company will supply two (2) copies of the Seniority List to each Local Shop Steward and one (1) copy to the District Office.
- E. 1. Employees promoted to positions within the Company not covered by the Agreement will retain and continue to accrue seniority in classifications from which promoted for a period of ninety (90) calendar days from the time of the promotion, during such time he shall have the option of returning to his former position under the Agreement. After completion of the aforementioned ninety (90) day period, he shall retain former seniority for a period not to exceed five (5) years on an accumulative basis. If during the aforementioned five (5) year period, he is laid off as a supervisor, he will be permitted to exercise his retained seniority to bid a vacancy, or to displace the most junior employee in the highest classification in which he holds seniority at the location from which promoted. After the five (5) year period his name will be removed from all seniority lists.
- 2. Employees who volunteer and are selected for promotion on a temporary basis to supervisory or management positions within the Company not covered by this Agreement, will retain and continue to accrue seniority in classifications from which promoted for a period not to exceed ninety (90) calendar days from the date of the

promotion. Once an employee has been upgraded for a period of 90 days they will not be eligible to upgrade for a period of 60 days. Following the 60 day period a new 90 day opportunity will apply. During such time, he shall have the option of returning to his former position under the Agreement without penalty or loss of seniority.

- 3. However, after the completion of ninety (90) calendar days as outlined above, an employee who volunteers and is selected for an additional promotion to a supervisor or management position not covered by the Agreement, will retain but not accrue classification seniority. Seniority accrual will cease during the additional time spent in management.
- F. Employees covered by this Agreement shall lose their seniority status and their names will be removed from the seniority list under the following conditions:
  - 1. He quits or resigns.
  - 2. He is discharged for cause.
- 3. He is absent from work for two (2) consecutive work days without properly notifying the Company for the reason of 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 writing // of his intention to return to service within seven (7) calendar days of receipt of notice offering to re-employ him.
- 5. He does not return to the service of the Company on or before a date specified in the notice from the Company offering him re-employment which date shall not be prior to fifteen (15) calendar days after sending such notice. The date or re-employment may be earlier if mutually agreed by the employee accepting recall and the Company. However, this paragraph will not apply to work offers of less than ninety (90) calendar days.
- 6. All notices required to be sent under this section shall be sent by registered mail, return receipt requested, to the employee at the last address filed by him with the Personnel Department; provided however, there shall be no duty on the part of the Company to send a notice to a laid off employee unless said employee shall, when laid off,

file his address with the Personnel Department of the Company and shall there-after promptly advise the Company of any change of address.

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- $\underline{G}$ . Employees who have given long and faithful service in the employ of the Company and who, because of their age, have become unable to handle their normal assignments, will be given preference for such other available work as they are able to handle.
- $\underline{\mathsf{H}}$ . Employees successfully bidding //  $\underline{\mathsf{into}}$  other classifications shall retain and accrue seniority in  $\underline{\mathsf{all}}$  former classifications. //
- // When it is necessary for the Company to reduce the work force at a station, it will reduce the employees in that classification at the bid location with the least seniority. Upon notification of furlough, the affected employee will be scheduled to meet with the Manager or designee and a Union Representative. S/he will discuss their options due to furlough and assist them in completing the required preference bid forms. The furloughed employee must complete the Company Option Sheet indicating the position they were furloughed from and their status at time of furlough from either part-time or full-time. Employees will also be required to file a preference bid for all classifications in which they hold seniority that are currently active at that station. Employees may file additional preference bids as described in Article 10, within the RSSA work group in any bid location they desire to fill. Furloughed employees will not be required to renew such preference bids annually. The bids will remain on file until either an award is made, it is withdrawn by the employee, or their name is stricken from the seniority list at the end of the recall period per Article 9.1.10.
- 1. When possible, the steps below will be followed. When not possible, the Company will notify the General Chair or their designee:
- <u>Manager/designee and Union Representative meet to</u> discuss possible alternatives to furlough(s), and options available to affected employee(s).
- <u>Manager/designee</u> and <u>Union</u> <u>Representative</u>
   <u>schedule meeting(s)</u> with affected employee(s). (If possible, in inverse seniority order)

- <u>Manager/designee and Union Representative meet</u> with affected employee(s) a minimum of fourteen (14) days prior to effective date of furlough(s).
  - <u>Issue written furlough notice to affected employee.</u>
  - Explain available options to affected employee.
  - Review company option sheet.
  - Review preference bid form(s).
  - Explain timeline for completing and returning form(s).

If any of the above bullet points are not followed, the furlough will remain valid.

- 2. Seven calendar days after meeting with Manager/designee and Union Representative, affected employee will return forms, or their name will be stricken from all seniority lists.
- 3. // In the event of the layoff of employees who have completed their probationary period, two (2) calendar weeks' notice shall be given by the Company, or pay in lieu thereof, with a copy of such notice furnished to the Local Shop Committee and to the District 142 Office. If employment is temporarily interrupted because of a strike or picketing of Company premises, an act of God, a national war emergency, revocation of the Company's operating certificate(s), or grounding of the carrier's aircraft by government order, the two-week notice will not apply. The employee affected must within seven (7) calendar days give written notice to the Company and the Union exercising his seniority in the following manner or his name shall be stricken from all seniority lists.
- a. He must exercise his seniority at any bid location at his station where there is a junior employee in his classification.
- b. If unable to exercise his seniority at his station in his classification, he must further exercise his seniority by electing one of the options outlined below.
- i. Displace the most junior employee in his own classification at any bid location on the system. Or;
- ii. Displace the most junior employee in any lower classification in which he holds seniority at any bid location at his station. Or;

- iii. If unable to exercise his seniority in any lower classification in which he holds seniority at any bid location at his station, he may displace the most junior employee at any station on the system in any lower classification in which he holds seniority.
- iv. Go on layoff status at the station where affected by a reduction in force, providing he has exercised seniority to the fullest extent possible in any classification at his station in which he holds seniority. An employee who is able but elects not to exercise seniority in a lower classification at his station may elect to go on a layoff status and shall lose severance pay and seniority in all lower classifications.
- v. An agent on furlough who declines an awarded preference bid into a classification in which he does not hold seniority will not have his name removed from the seniority list.

# 4. Regarding Displacement;

- a. Full-time employees shall have the right to displace part-time positions in the event of layoff, but shall not be required to do so. However, once an employee takes a station furlough, that employee will not be permitted to change his mind later and bump a junior part-time employee.
- b. Part-time employees may accept a station layoff in lieu of either bumping into a full-time position or filling a full-time vacancy.

# Regarding Recall;

- c. Prior to hiring part-time employees, furloughed employees (full and part-time) must be offered the positions.
- d. Furloughed part-time employees must accept part-time openings at their stations or forfeit seniority.
- e. Full-time employees on furlough need not accept part-time openings.
- 5. An employee electing to go on layoff status, must at the time of layoff file a preference bid indicating where they will accept recall. Failure to file shall result in forfeiture of seniority. The

employee may also, at the time of layoff, submit a preference bid for any other classification, status, bid location or station.

- 6. Any bid location where employees have been displaced by other employees exercising their seniority under paragraph J. will be required to realign in accordance with the procedures outlined in Article 5, paragraph E. Movement between full-time and part-time positions shall be by preference bid or shift realignment.
- T. Employees given layoff notice and accepting a layoff at their station will be required to inform the Company, by preference bid, and the Union in writing if they will accept re-employment of less than ninety (90) calendar days. An employee will be allowed to change his intentions with another preference bid mailed prior to the mailing date of the letter from the Company offering re-employment.
- $\underline{8}$ . An employee electing options 2.b. or 2.c. above shall retain and accrue seniority in all classifications from which laid off or displaced, but will be required to accept recall in his classification at the station from which he was laid off or displaced. An employee electing 2.d. above shall accrue seniority in all classifications in which he retains seniority.
- $\underline{9}$ . Employees electing to exercise any of the above options will not be permitted to displace a junior employee at some later date.
- $\underline{10}$ . Employees laid off will continue to accrue seniority in all classifications from which laid off up to five (5) years, provided he abides by Paragraphs 2 or 3 above.
- $\underline{J}$ . 1. In the event of a major reduction in force, making the normal furlough process operationally unmanageable, the Company and Union will meet and mutually agree upon a procedure to facilitate the orderly assimilation of those employees. The primary objective being to protect the affected employee's seniority rights while assuring sufficient staffing levels for uninterrupted operations.
- 2. In the event of the geographical relocation in whole or in part of any of the work performed by any of the employees covered by this Agreement, the employees affected will have the option of following the work or exercising their seniority rights as provided for in Paragraph J. above. If, in the event of a geographical relocation,

insufficient people transfer to such jobs, the remaining vacancies // will be posted in accordance with the Agreement.

- K. A Ramp or Stores employee (RSSA) who has passed 1. probation and who successfully applies for, and transfers to, any classification under any other Agreement on Alaska property, who does not subsequently pass his probationary period as stipulated; or, who voluntarily resigns from such position within the probationary period as defined in the specific Agreement, may return to his former classification, station, bid location as last worked under the RSSA Agreement where a vacancy exists for which they are qualified. If no vacancy exists, the employee will be placed on furlough status and must place a preference bid on file. In order to claim this right of return. the employee must deliver a written notification of intent to return, to the supervisor of his former bid location within fourteen (14) calendar days of receipt of written notification of his release from probationary status or his notification of resigning the position. Such employee will retain and continue to accrue seniority in classifications from which transferred for a period of ninety (90) calendar days from time of transfer and will only retain seniority for the remainder of the other Agreement's probationary period.
- 2. Former IAM MRP employees now covered by the AMFA Technician & Related Crafts Employees collective bargaining agreement shall lose their seniority in all classifications covered under the Ramp Service & Stores Agreement and their names will be removed from the seniority list in accordance with this paragraph.

# ARTICLE 10, VACANCIES

- A. Employees under this Agreement who desire to move to another station, bid location, or classification will place a preference bid on file with the Company. The employee will specify part-time, full-time, or both. An employee filing a preference bid for a position in which he holds seniority is not required to list any qualifications. Once a preference bid is submitted, it shall become effective immediately. //
- 1. The Company will maintain a centralized bidding procedure. All preference bids will be awarded by using this procedure. The Company will publish instructions at all locations explaining the procedures of the system.
- 2. Preference bids may be withdrawn at any time. The procedure for withdrawal will be the same as for filing in 10.A. above. // Employees with bids on file must renew them by January 15 of each year to keep them valid. If an employee refuses to accept a preference bid award, he will not be awarded another preference bid for a period of six (6) months.
- 3. Preference bids shall be utilized for bidding station to station (e.g., Anchorage Ramp to Seattle Ramp, Anchorage Ramp to Seattle Stores); within same station between classifications (e.g., Seattle Ramp to Seattle Stores); between bid locations within the same classification at the station (e.g., Seattle Air Freight to Seattle Line); and from furlough to a vacancy. Preference bids will be used to fill vacancies to and from full-time and part-time positions. Movement between full-time and part-time positions within a bid location, will also be allowed on a shift realignment, however, such movement will not require use of a preference bid. Preference bids shall not be used for bidding days off, shifts or starting times within a bid location.
- 4. If an employee is not awarded an upgrade to a higher classification due to a lack of qualifications (not seniority), the company shall, within seven (7) days of the award, give the reason(s) in writing to the employee not receiving the award. A copy will be given to the General Chair or his designee.
- 5. Vacancies projected to be ninety (90) days or longer in the classifications covered by this Agreement shall be awarded to those employees who have a valid preference bid on file for the vacancy.

- 6. "Vacancy" for the purpose of this Article 10 shall be defined as an open position established by the Company which resulted from either an employee leaving a bid location or an increase in the number of employees at a bid location.
- 7. New employees may not submit preference bids during their probationary period.
- 8. // Preference bidding will be done electronically on a Company preference bid form. Only these bid forms will be accepted. If the Union questions a bid award, it may review all preference bids on file for that position.
- <u>a. All vacancies will be posted for a minimum of seven (7) days.</u>
- 9. No bid on file shall be altered in any way. Changes shall be made by submitting a new bid.
- 10. If an employee is, on the same day, awarded two (2) or more awards by preference bid and accepts a vacancy and thereby rejects other bid awards, he will not be restricted from filing additional preference bids as set forth in 10.A.1., above.
- 11. Within ten (10) days, the Company shall post at each job location a notification showing the name and seniority date of the employee awarded the preference bid. The award shall remain posted for five (5) days.
- 12. If an employee is awarded a preference bid and wished to accept it, he must accept the bid within forty-eight (48) hours from the bid award. The award will be by written receipt of notification from the Company and signed by the employee. Those not responding within forty-eight (48) hours will be deemed to have rejected the bid. If an employee rejects a preference bid award, he will not be permitted to file another preference bid for a period of six (6) months, except for movement between part-time and full-time within their bid location.
- B. All vacancies in classifications covered by this Agreement at any new station, or classifications not currently utilized at a station, shall be bulletined at all stations where employees covered by this Agreement are employed. The bulletin shall state the number of vacancies to be filled, the classification of the job, the station, the

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qualifications for the job, duties to be performed, the place where bids are to be sent, and the last date on which they will be submitted. Such date will be a minimum of seven (7) days after the bulletin is posted. Any employee selected to fill such a vacancy shall be available to begin the assignment within the maximum of ten (10) days after being released from his job. An employee may, at his option, utilize earned vacation (excluding Article 13, paragraph C.5. to defer loss of pay during the ten (10) days). Employees who are on vacation when a job is bulletined will be allowed to bid on the position within three (3) days after their return to work.

- C. Ability, plus classification seniority shall govern when filling vacancies.
- An employee who does not hold seniority in the D. classification or who does hold seniority but has not demonstrated his ability to perform the work on the present type of equipment or present methods of work will be permitted to hold the job for a minimum of 120 hours worked and no more than 480 hours worked on a trial basis in order to demonstrate his ability to perform the work required by the job. After the first one hundred twenty (120) hours, but no later than three hundred twenty (320) hours worked, the employee will be given at least one written report and interviewed as to his progress. The written report and interview will be accomplished by management, and the employee may have his Union representative present, if he so requests. Classification seniority shall not accrue for employees filling temporary vacancies pursuant to Article 10.G. During such period if the employee is unable to demonstrate his ability to perform the work required by the job, he may be returned to his previous assignment but he shall not, for a period of six (6) months be permitted to bid for vacancy in the same or a higher classification of work in which he was unable to demonstrate his ability; provided, however, that the return to his former station shall be without expense to the Company except that the Company will furnish NRSA air transportation on its system for the employee and his immediate family to the extent permitted by law, and the employee will be allowed a reasonable period from the time he is relieved of his duties until he is required to report for work at this previous station established as aforementioned.
- 2. A successful bidder entering into a classification, whose employment in that classification is interrupted because of reasons other than an inability to demonstrate the "ability to perform the work," as provided in paragraph 10.D.1., will retain, but not continue to accrue

this classification seniority for a period of eighteen (18) months. However, such seniority accrual will not be awarded until he has successfully completed the accumulative 480 hours worked for this trial period, at which time his classification seniority will be adjusted to reflect all hours worked.

- E. During the interim required to fill a vacancy, the Company may select an employee to fill the vacancy temporarily. Employees temporarily transferred from their regular work to the work of any other classification covered by this Agreement shall receive their regular rate of pay or the minimum rate of the classification, whichever is higher, for performing such work.
- F. In the case of vacancies not expected to exceed ninety (90) calendar days or vacancies of less than ninety (90) calendar days when an employee will not accept recall as provided in Article 19.F., the Company may select an employee to fill this vacancy on a temporary basis. The selection will be based on seniority and ability insofar as practical. At the end of ninety (90) calendar days the vacancy will be awarded in accordance with Paragraph 10.A.5. above.
- G. An employee under this Agreement assigned to a temporary job under Paragraphs  $\underline{10}$ .E. and  $\underline{10}$ .F. // shall, upon such discontinuance of such temporary job, be returned to the job in his former classification and bid location that his seniority entitles him.
- H. In the event a vacancy in a classification covered by this Agreement exists at any location on the Company's system and no qualified employees bid, the Company may, at its discretion, hire a new employee or offer the position to any existing employee.
- I. When an employee has been transferred (not furloughed) or hired to fill a vacancy, he shall not be entitled to receive an award of a preference bid to a different station for a six (6) month period, unless he is bidding into a higher classification or a newly opened station.

# J. Special Projects

A Special Project is an assignment that a RSSA employee could hold for a maximum period of one (1) year. The Special Project assignment option will only be used when the assignment requires specialized skills and knowledge. Labor relations and the Union must be advised of Special Project assignments.

When a Special Project exists, the Company will post the opportunity system-wide. In the posting, the skill and knowledge needed for the job will be listed along with a reply date and to whom to reply.

The only restriction prior to applying for the assignment is that the employee has not been assigned to a Special Project within the last six (6) months. The selection process will be as follows:

Where appropriate, an interview(s) will be conducted in seniority order to determine which employee(s) has the skills and knowledge that are needed. After the interview, the final selection will be made at management's discretion.

If an interview is not needed, the selection will be made in seniority order.

When the one (1) year period has been reached, the employee will be returned to his/her former job and status and will be restricted from another Special Project assignment for six (6) months and will exercise seniority for shift purposes under Article 5.E. Any employee working on a Special Project assignment will be returned to his/her former job and status within one (1) year of the start of the assignment or his/her name will be removed from the Seniority List.

# ARTICLE 11, LEAVE OF ABSENCE

- A. All Leaves of Absence shall be without pay.
- B. All requests for Leave of Absence must be made through employee's immediate supervisor. After his initial probation period, Leave may be granted upon written request, such request being made at least fifteen (15) calendar days prior to commencement of desired Leave, except in an emergency. An employee on Leave of Absence (LOA) desiring to return prior to the expiration of such LOA must give 14 calendar days written notice and may return with Company approval. The Company shall give fourteen (14) calendar days written notice to the employee to rescind a Leave of Absence that has been granted.
- Where a justifiable reason exists and requirements of the service will permit, an employee shall 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. Copies of the approval shall be forwarded to the Personnel Department and the General Chair of the Union. Such Leaves may be extended for additional periods not to exceed thirty (30) days when approved in writing by both the appropriate supervisor and the General Chair. During such extension the employee will retain, but not continue to accrue seniority except where the Leave of Absence has been granted because of health, injury, or special assignment by the Company, in which case seniority shall accrue during the entire period of the Leave. No Leave for sickness or injury may exceed a total continuous period of five (5) years. Military, Maternity, Parental (11.D.1) and Medical Leave shall be excluded from the ninety (90) day limitation as set forth above, and shall retain and continue to accrue seniority.
- D. Maternity Leaves of Absence will be granted for pregnancy. Employees who are required by their physicians not to work will be considered on Medical Leave of Absence during pregnancy. Employees who are granted Leave will be required to return to work within // one hundred twenty (120) days after the birth of the child, or of a miscarriage, unless // additional time is required under Federal or State laws, or as a form of reasonable accommodation. Said extensions may not exceed an additional // sixty (60) days // unless additional time is required under federal or state leave laws, or as a

form of reasonable accommodation. At the conclusion of her Leave the employee will be returned to her former position unless it has ceased to exist or is filled by a more senior employee who has exercised displacement rights, in which case the employee will exercise her seniority in accordance with the terms of the Agreement. // Employees who elect to utilize accrued sick leave or earned vacation, must inform the Company, and such pay will be for a continuous period, at the beginning of the leave.

- 1. For all employees who do not qualify for parental leave under the Federal or State regulations, a personal Leave of Absence of up to // one hundred twenty (120) days may be utilized for the birth or adoption of a child. Such leave shall be treated as a personal leave and granted upon request in conjunction with the required certification. Employees will be allowed to utilize any earned vacation time, for all, or a portion, of the leave. Employees who elect to utilize earned vacation, must inform the Company, and such pay will be for a continuous period, at the beginning of the leave.
- E. When more than one employee requests Leave of Absence over the same period of time and the reasons for requesting the Leaves are similar, company seniority shall apply. Once granted, the leave of absence will not be rescinded due to a request by a more senior employee.
- F. The Company and the Union will abide by the Selective Service Act of 1950 as amended for any employees who serve in Active and Reserve Armed Forces.
- G. 1. Employees elected to positions in the service of the Government of the United States or any political subdivision thereof, shall be granted an indefinite Leave of Absence by the Company. An employee on Leave of Absence for this purpose shall retain and continue to accrue seniority but shall have no other employee benefits. The employee will be compensated for any accrued vacation and will retain whatever sick and occupational injury leave he had at the time the Leave of Absence began. Thirty (30) days after the expiration of his term of Government office, the employee shall report to work or forfeit his seniority.
- 2. Employees accepting full-time employment with the Union as representatives of employees covered by this Agreement shall be granted an indefinite Leave of Absence by the Company. Any

employee on Leave of Absence for this purpose shall retain and continue to accrue seniority and other employee benefits as provided herein.

The employee will continue to receive pass privileges, as provided for all other employees covered by the Agreement.

The employee will be permitted to continue in the group hospitalization, dental and life insurance programs providing the employee reimburses the Company for the active employee premium //.

The employee will retain all accrued sick and occupational injury time which he has in accrual at the commencement of the Leave of Absence.

The employee will be permitted to continue in the Pension Plan and the following shall apply:

- a. Seniority for vesting purposes shall continue.
- b. The employee will be permitted to contribute to the Plan on a yearly basis in an amount which would continue his benefits at the same rate as if he were not on Leave of Absence.

All vacation in accrual at the time of Leave of Absence commences will be paid to the employee, at his rate of pay, on a special check issued within two (2) weeks after the Leave commences. Upon the employee's return to the service of the Company, the employee will accrue vacation credit in accordance with his length of service.

Thirty calendar days after termination of the employment with the Union, the employee shall report for work or forfeit his seniority.

H. Employees covered by this Agreement shall, upon returning from an authorized Leave of Absence or extension thereof, be returned to the bid location from which they left and to the position (shift and days off) they held at the time they left on Leave of Absence. If there is a shift realignment during the time of the employee's Leave of Absence, it is the obligation of the employee to keep his manager/supervisor informed of his preference for position(s). Failure

to do so will result in the employee, upon return, being assigned to a position (shift and days off) until the next shift realignment.

- I. Any employee covered by this Agreement who engages in gainful employment while on Leave of Absence without prior written permission from the Company and Union, except employees on special assignments in the interests of the Company, shall be deemed to have resigned from the Company's service and his name will be stricken from the seniority roster.
- J. Paid Union Leave Program (P.U.L.P.)

Employees who lose time due to being released from duty for authorized Union business will be paid for the time lost for which they had been scheduled to work and the Company will bill the Union for the time lost as a result of such release.

- 1. Each month, the Company will supply the IAM with a list of employees who received wages and benefits, covered by this Agreement, during the previous month. In addition to the amount of reimbursement for wages, an additional payment in the amount of thirty-six point five percent (36.5%) shall be added for those fringe benefits accrued by the employee while on Union business.
- 2. The employees on Union business will continue to receive and accrue all employee benefits at the same rate as if they were on the job. Benefits include sick leave accrual, vacation accrual, retirement, life/medical insurance, 401(k) and other applicable benefits, including seniority as well as pass privileges. Employees covered by this paragraph shall be considered active employees.
- 3. Employees on the Union Negotiating Committee will be covered under this paragraph. While in negotiations, members of the Union Negotiating Committee will be on Union business. Employees covered under this paragraph J.3. will be considered on day shift with Saturdays and Sundays off during periods of actual negotiations or voting in conjunction with negotiations. Their work week will start and end at midnight between Fridays and Saturdays. However, if the negotiations are scheduled for more than thirty (30) days apart, the employee should return to his normal work schedule.
- 4. Authorized leaves for Union business shall only be requested by the General Chair or his designee and a copy of the Company's billing to the Union will be furnished by the Company to

the General Chair. The Staff Vice President of Labor Relations must be advised in writing by the General Chair to request Union leaves.

K. During periods of furlough, consideration will be given to requests for leaves of absence in lieu of furlough from senior employees, when granting such leaves will result in the retention of qualified junior employees.

# ARTICLE 12, TRAINING

- A. Hours spent in training, or in traveling to and from training, shall be treated the same as hours spent at work for all purposes under the Agreement. Travel time will be based on published travel time plus one (1) hour.
- B. <u>1. The Company will provide the required amount of time to complete all training. Training time will be at the discretion of the Company, and may be adjusted for operational needs. The responsibility to timely complete training remains with the employee.</u>
- <u>2.</u> Employee may, with Company approval, volunteer to attend non-required training without pay.
- C. When any new equipment is put into service by the Company, employees covered by this Agreement will be given an opportunity to become familiar with such new equipment without change in classification or rate of pay; provided, however, that the Company may fix a reasonable time within which such employees must become familiar with such new equipment. All employees assigned to work in the ramp work area will receive proper training in ramp safety and the use of equipment they are required to operate as set forth in Company regulations.
- D. The Company may train students and prospective employees on the job site if it does not prevent or take work away from regular employees.
- E. In order to provide the best training possible for the classifications covered by this agreement, the Union and Company agree to the following selection process. When the need to establish a formal training position within a classification is determined, the following selection process shall apply:
- 1. A selection committee will be assembled to review the potential trainers. The selection committee will be composed of an equal number of Union selected (by the Local Shop Committee and /or stewards) and Company appointed employees.
- 2. The selection committee will use all of the following criteria in determining which employee fills the training positions.

- a. Classification Seniority
- b. Qualifications
- c. Completion of a Company and Union generated Training Skill test
- 3. No employee will be eligible to apply for the evaluation before the selection committee who has not passed probation and worked in classification for one (1) year. The probationary period will be included in the one (1) year requirement. Once the committee has selected a trainer, the process shall be repeated for each trainer no later than three (3) years from the date of selection.
- 4. For his performance of training duties, a trainer will be paid the training differential over and above his normal rate of pay.
- 5. While performing the training duties, trainers will continue to accrue seniority in their classification(s).
- 6. At the time of shift realignment, the trainer will bid a shift that their seniority will hold, or, at management's discretion, will mirror a shift that their seniority will hold. In either instance, management may adjust the trainer's weekly schedule, to accommodate training.

# ARTICLE 13, VACATIONS

A. The calendar year will be used to compute vacation allowances. Employees shall accrue vacation credits based on their length of service with the Company under this Agreement on the basis of the scale set forth in "B" below. Vacation credits shall be accrued for each month of employment prorated on the basis of the number of straight time hours worked. No vacation credits may be earned in other ways except that the Company may, at its discretion, approve personal leaves of absence up to eighty (80) hours per month with accrual for those hours not worked. Vacation credits will be compensated for at the employee's base rate of pay. Accrued vacation shall be available for use on January 1, each year.

# B. 1. On // date of hire On completion of five (5) years On completion of eleven (11) years On completion of nineteen (19) yrs On completion of twenty-five (25) years One year equates to 2080 hours

6.67 hours per month 10.0 hours per month 13.3333 hours per month 16.67 hours per month 20.00 hours per month

- 2. No vacation shall be accrued in any calendar month that an employee is on layoff, work stoppage, personal leave of absence, extended military leave or suspension for a period exceeding fifteen (15) calendar days. Vacation shall continue to be accrued for periods of up to ninety (90) consecutive calendar days when an employee is absent due to sick leave, workmen's compensation, medical leave of absence, union leave of absence and special leaves granted by the Company in cases of death, serious illness or emergency conditions within an employee's immediate family or in the special interest of the Company; further provide that such periods will be treated individually and shall not be accrued as a total in regard to the ninety (90) days limitations.
- 3. Employees shall accrue no more than three (3) years annual vacation subject to the provisions of Paragraphs D.1. and D.2. of this article.

# C. Vacation Scheduling/Bidding

1. On October 1 of each year, employees will be notified of the amount of vacation they should be entitled to bid during the forthcoming calendar year, and all employees will bid for their vacation preference during the months of October // according to their

Company seniority, by classification at each bid location, // at each station. // An employee shall make his selection in person or by proxy at his designated time // or he shall forfeit his right to select in turn and shall follow the last employee who has selected. // It is also understood that the leads of each classification are included as part of the basic classification for the purpose of bidding vacation. // Approved vacation selections will be posted at the various stations by // November 15, and once posted a senior employee will not be permitted to take a vacation already assigned a junior employee. Ten (10) hour shift employees shall bid their vacation in four (4) day increments and the employee shall be charged ten (10) hours for each vacation day paid.

- 2. Vacation will be granted at time most desired by employees, based on Company seniority by classification, but the right of allotment of any vacation period is reserved to the Company in order to insure the orderly operation of its business. // No month within the year will be blocked from vacation selection. //
- 3. // Vacations will be bid in weekly increments. Employees with two (2) or more weeks of vacation credit may split their vacation weeks. Employees may bid two (2) separate periods during the first (1st) round of bidding. Any remaining vacation may be bid in round two (2). Only actual hours bid will be deducted from the employee's vacation hours (i.e. if there is a holiday during the week that is bid, those hours will not be included in the vacation deduction.)

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4. Vacation shall commence with shift change closest to twelve (12) midnight Friday, an employee may take any odd days of vacation he holds so that he may add his days off to the end of his vacation period. Employees with odd amounts (not divisible by 5) of vacation for calendar year may utilize such odd amounts either as set forth above, or, use as a day at a time vacation, subject to the approval of their supervisor. Requests for DAT vacation will be on a first-come, first-served basis, and no request may be made more than fourteen (14) calendar days in advance of the day requested. The supervisor shall notify the employee if he can have the day off no later than four (4) calendar days prior to the day requested unless mutual consent by both parties. If two employees request the same day off on the same day, Company seniority shall govern.

- <u>5.</u> Employees will be allowed to donate earned vacation to another employee to use as paid time off for a catastrophic illness subject to management approval.
- <u>6.</u> Vacation relief schedules will be bid along with the schedules bid in accordance with Article 5, paragraph A.
- <u>7.</u> Employees who are on scheduled vacation are not eligible for overtime, field trips or trades, except on the employee's regular day off (RDO) which occurs within the designated vacation period. Furthermore, an employee on his scheduled vacation will not be subject to mandatory overtime during any of the days, including RDO, within the designated vacation period.
- 8. Vacation periods made available after the selection process is completed (as set forth in paragraph C. of this Article) will be posted for bid, with company seniority ruling. In order to bid vacation under this paragraph, a full-time employee must have a minimum of twenty-four (24) hours of vacation credit and a part-time employee must have a minimum of twelve (12) hours of vacation credit. Any difference between the minimum vacation credit hours and the weekly schedule will be treated as a leave of absence. The vacation period shall be posted for a minimum of seventy-two (72) hours.

#### D. Cancellations

- 1. If any employee accepts a bid position and his previous vacation period selection conflicts with the interest of the service in connection with his new position he shall select a new vacation period or with Company approval place his vacation in accrual even though it may exceed the three (3) year limit.
- 2. If a vacation period is cancelled, in writing by the Company, the employee may select an open vacation period which shall not be cancelable or may place his vacation in accrual even though it exceeds the three (3) year limit, however, it must be taken prior to the end of the following calendar year. If a vacation period is canceled in writing by the Company, at least two (2) weeks' notice must be given, except in the case of an emergency as set forth in Article 4, E. The employee must submit his time card(s) covering his vacation period at least two (2) weeks in advance of the start of the vacation period.

- 3. Employees will, with Company approval, be allowed to cancel their vacation periods provided they give notice in writing to their supervisor at least thirty (30) days prior to the beginning of their vacation period.
- 4. When an employee vacates his vacation period as set forth in D.1., D.2., or D.3. above, employees in the same bid group, commencing with those junior to the employee vacating his vacation period and those transferring into the bid group subsequent to the original vacation bidding, will be allowed to bid for the vacated period, in order of Company seniority. A notice of the vacated period will be posted and employees must notify their supervisor of their desire for the vacated period within seven (7) days of the posting. If not selected within seven (7) days, it will be considered an open period available to the first employee who requests it within the bid group. Vacation periods which in turn are vacated by this procedure will become open periods.
- E. Employees shall receive, on the day prior to the commencement of their vacation, the pay which would normally be payable on paydays falling within the employee's vacation period provided that the employee make a written request fifteen (15) days prior to the commencement of his vacation.
- F. Employees shall notify their supervisor if their vacation accrual falls below the level to fulfill their remaining bid vacation. Such remaining vacation periods shall be canceled and shall be made available to employees in the work group in accordance with Article 13.D.4.
- G. In the event of death of an employee //, payment will be made to his estate for all accrued vacation.
- H. At the time the employee is given a layoff notice, he or she may notify the Company, in writing, within seven (7) calendar days if he desires to receive his vacation pay. If no notice is given he will receive payment for accrued vacation at the first pay period occurring 90 days after the last day worked.

# ARTICLE 14, SICK LEAVE

#### A. Accrual

- 1. All employees will be credited with eight (8) hours of sick leave for each month of their employment prorated on the basis of the number of straight time hours worked under this Agreement. No sick leave credits may be earned in other ways except that the Company may, at its discretion, approve personal leaves of absence of up to eighty (80) hours per month with accrual for those hours not worked. Probationary employees may not utilize sick leave, however, they will accrue during this period and will be credited retroactively after completion of their probation. Sick leave may be accrued at the rate of eight (8) hours per month as set forth above up to a maximum of one thousand six hundred fifty (1,650) hours.
- 2. Sick leave, with pay, will be granted up to the number of days credited to the employee at that time. When such sick leave is granted, the number of days paid for by the Company will be charged against the number of days credited to an employee. Once the employee returns to work, one day for each month of continuous service shall again be credited to the employee until the total credit again equals one thousand six hundred fifty (1,650) hours.
- 3. Sick leave may be retained but not accrued during layoff or leave of absence providing such layoff or leave of absence does not exceed two (2) years.
- 4. On a quarterly basis, sick leave accrual and usage will be made available for each employee at the manager's office for the employee to review.

# B. Sick Leave Pay

1. Payment for sick leave shall be based on the employees' regular straight time rate multiplied by the number of hours he is scheduled to work each day. However, there shall be deducted from such payment weekly indemnity available under the Company Group Insurance Plan, or in the case of injury on duty under Workers' Compensation Insurance, applicable to the same period of absence. Workers' Compensation may be charged against sick leave on a prorated basis.

- 2. All sick leave time granted shall be considered the same as time worked for the purpose of overtime pay.
- 3. Employees will be required to request payment for sick leave or injury in writing on the time card and/or form provided by the Company. Such sick leave with pay will be granted only in case of actual sickness or injury. No paid sick leave will be granted for injury or sickness resulting from //, the abuse of drugs or alcohol, except where the sick leave is requested to complete a Chemical Dependency Program.
- 4. Routine dental and physical examinations will not be considered a basis for paid sick leave. However, one (1) day per twelve (12) month period will be granted for an annual physical examination, provided the employee substantiates the usage with a doctor's slip, and has given at least five (5) days advance notice to his immediate supervisor.
- 5. Only days absent due to illness of the employee shall be paid for from such allowed sick leave, except that, where an employee is not otherwise permitted to use sick leave accrual to care for family members, sick leave of up to // six (6) days in each calendar year will be allowed an employee due to // illness or hospitalization of his or her spouse/domestic partner, // child, or domestic partner's child. // The use of paid sick leave shall be considered to mean time for the employee to care for the spouse/domestic partner, // child, or domestic partner's child. The Company may require verification in writing. // The // six (6) days in each calendar year // may be expanded by Company policy or law. (For current information on Company policy, please contact Employee Benefits-SEAHB.) Absences under this paragraph will not be counted against an employee's attendance record.

# C. Sick Leave Reporting

- 1. Employees shall report to their supervisor that they are ill and unable to work at least two (2) hours prior to the start of their shift, if at all possible (i.e. employee injured on way to work, unable to communicate).
- 2.// The Company shall have the privilege of investigating the circumstances of any absence due to illness or injury. Any fraudulent absence shall be cause for discipline up to and including dismissal.

Any employee remaining at his residence or a hospital during the period shall be deemed to be sick unless found otherwise by registered medical personnel.

# D. Occupational Injury Leave

- 1. Each employee covered by this Agreement shall, on an annual non-cumulative basis, be awarded occupational injury leave to be utilized in the event of absence due occupational injury or illness during that calendar year. Full-time employees shall receive one hundred twenty (120) hours and part-time employees shall receive eighty (80) hours.
- 2. The leave shall be expended on the basis of hourly increments for time absent from work and shall compensate the individual for the difference between Workmen's Compensation and regular straight time rate (including licenses and longevity, but excluding overtime).
- 3. After the exhaustion of said leave, an employee may utilize accumulated sick leave on a prorate basis.
- E. The employee and the Union recognize their obligations to prevent absence for other reasons than illness and injury or other abuses of sick leave privileges, and pledge their wholehearted cooperation to the Company to prevent abuse.
- F. 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 or assistance in any other case.
- G. // In the event of death in an employee's immediate family, a fourteen (14) calendar day leave of absence will be granted by the Company upon request of the employee. Said leave shall be without loss of pay provided the employee has sufficient sick leave to cover their leave. If the employee doesn't have sufficient sick leave they may opt to use vacation time or take such time unpaid. Immediate family shall be defined as an employee's father, step-father, mother, step-mother, spouse, // registered domestic partner, domestic partner's child, child, stepchild, grandchild, grandparents, sister, brother, mother-in-law or father-in-law of the employee and //

registered domestic partner's parents. <u>Absences under this paragraph</u> <u>will not be counted against an employee's attendance record.</u>

# ARTICLE 15, TRANSPORTATION

- A. Employees covered by this Agreement will be granted the same transportation privileges on the Company system as may be established by Company regulations for all personnel. The service charge will be the same as for other employees of Alaska Airlines.
- B. The General Chair(s) of the Union will be furnished with free annual positive space passes over the Company's system during their term of office for use when needed in connection with Union business related to this Agreement. The Executive Board Members of the Union will be furnished with space available transportation. Employees officially representing the Union as a member of the contract negotiating committee shall receive on-line, Company business, positive space (without displacing revenue passenger), service charge waived passes for the purpose of traveling to and from negotiating sessions.
- C. 1. Employees transferring to another location at their own request due to bidding or exercise of seniority shall be provided with service charge waived, space available transportation for self and family.
- a. Employees bidding to another station shall be provided with on-line, space available transportation of personal effects up to 12,000 pounds at no cost to the employee.
- b. Employees transferring to another station to avoid furlough resulting from a reduction in force shall be provided with online space available transportation of personal effects up to 12,000 pounds at no cost to the employee.
- c. All shipments under either a. or b. above shall be limited to size by the type of aircraft normally operated between the two locations and shall be on an airport to airport basis. All other expenses shall be borne by the employee.
- 2. Employees will be allowed a reasonable period, not to exceed 10 working days, between the time they are relieved of their duties until they are required to report at the new location. Such period shall be without pay and shall be established in advance and be dependent upon the means of travel.

# ARTICLE 16, GRIEVANCE PROCEDURE

- A. In order to properly administer this Agreement and to dispose of all disputes or grievances which may arise under this Agreement or between the parties, the following procedure shall be followed:
- 1. The Union will be represented by not more than one (1) properly designated steward in each department or shop at each point on the system on each shift where necessary.
- 2. The Union will be further represented at each point where local lodges exist by a Shop Committee, consisting of three (3) members elected by the local membership. This committee will deal with general officials of the Company.
- 3. The Company will designate a representative at each location where persons covered by this Agreement are employed who is empowered to settle all local grievances.
- 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 General Chair of the Union or his designee shall be permitted at any time, to enter shops and facilities of the Company for the purpose of investigating grievances and disputes arising under this Agreement after contacting the Company supervisor in charge and advising him of the purpose of his visit. Such visits shall not be used to call meetings during work periods that interfere with routine production of employee.
- B. The following procedure shall apply for the presentation and adjustment of contract related grievances and discipline not involving a loss of pay (i.e. Suspension and Discharge). No employee who has completed his probationary period will be disciplined without first being advised of the charges and extent of discipline, in writing, with a copy to the Local Union representative within twenty (20) calendar days of reasonable first knowledge.
- Step 1. Any employee or employees having a complaint or grievance in connection with the terms of this Agreement shall within twenty (20) calendar days of the occurrence, or twenty (20) calendar days of reasonable first knowledge thereof, present his claim or

grievance to his shop steward and immediate supervisor on a standard grievance form, the parties shall meet within ten (10) calendar days, and every effort shall be made to arrive at a satisfactory adjustment of same. The immediate supervisor will give his decision in writing to the Shop Steward and Grievant within seven (7) calendar days following the meeting. Should the immediate Supervisor fail to respond within seven (7) calendar days, the grievance will automatically proceed to Step 2.

- Step 2. If the Steward or employee is not satisfied with the decision rendered in Step 1 above, the matter will be referred to the Local Committee who will present the matter to the Department Head (or his designee) to whom the Base or Station Supervisor reports within ten (10) calendar days of the decision as rendered in Step 1 above. The parties shall meet to resolve the issue(s) within seven (7) calendar days. The Department Head will render his decision in writing to the Shop Committee Chairman and the grievant within seven (7) calendar days after hearing the case.
- Step 3. If not satisfactorily settled, the General Chair or his designated representative may appeal for consideration and decisions to the Executive Vice President of the Company or his designee within thirty (30) calendar days of the date of decision rendered in Step 2. A meeting will be held within ten (10) calendar days and a decision rendered by the Executive Vice President or his designee within seven (7) calendar days. In the event the issue(s) is not settled satisfactorily the grievance may be appealed to the System Board of Adjustment for determination as provided in Article 17.
- C. In the case of action involving discharge, suspension, or discipline to the extent of loss of pay, the following procedure shall apply:
- 1. No employee who has completed his probationary period will be disciplined to the extent of loss of pay, suspended or discharged without first being advised of the charges and extent of discipline, in writing, with a copy to the Local Union representative within twenty (20) calendar days of the alleged incident or twenty (20) calendar days of reasonable first knowledge of the incident. Not later than seven (7) calendar days after receipt of the above notice, the employee may request a hearing and such hearing will be conducted not later than seven (7) calendar days after the employee's request. The employee may be represented at such hearing by the Local

Committee and/or the Union General Chair or his designee. The Company representative conducting such hearing shall not be the person preferring the charges. Oral and written evidence may be introduced at such investigations and hearings and witnesses may be required to testify under oath. In case of hearing involving an employee's past record the employee and the Union may examine the employee's personnel record prior to such hearing. During the above procedure the employee may be held out of service pending the decision of the hearing, such action to be without loss of pay if the decision does not result in removal of the employee from the payroll.

- 2. Within seven (7) calendar days after the close of such hearing, the Company shall render its decision in writing and shall furnish the employee and his accredited Union Representative a copy thereof. If the decision reached as a result of the hearing is not satisfactory or if the decision is not forthcoming within the seven (7) calendar day period, the case may then be processed in accordance with the grievance procedure beginning with Step 3 as outlined in Paragraph B. above.
- D. If any dispute is settled in any of the steps as outlined in Paragraphs B. or C. above, the Union shall so advise the Company, in writing, within seven (7) calendar days of the receipt of said decision.
- E. When it is mutually agreed that a stenographic report is to be taken by a public stenographer of any investigation or hearing provided for in this Agreement the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings be taken by a public stenographer, the stenographic record of any such investigation or hearing may be taken by either of the parties to the dispute. A copy of such stenographic record will be furnished to the other party to the dispute upon request at pro rata cost. The cost of any additional copies requested by either party shall be borne by the party requesting them whether the stenographic record is taken by mutual agreement or otherwise.
- F. In cases involving discipline, the Company shall have the right to hold an employee out of service pending a hearing, such time to be compensated for at the employee's normal rate should the hearing or subsequent steps result in reinstatement without loss of pay.

- G. The time limits set forth in this Article may be extended by mutual agreement.
- H. Non-compliance with the time limits set forth in the grievance procedure as outlined shall result in the granting of the grievance, if by the Company, and the denial of the grievance if by the Union or the aggrieved, except as provided for in Paragraphs B., Step 1, concerning response within seven (7) calendar days, and C.2. (above).
- I. 1. Stewards and local Union Committeemen will be permitted, after reporting to their foreman or supervisor, a reasonable amount of time during working hours to investigate, prepare and present grievances without loss of pay. In the event it is necessary to go to another shop they will report in with the foreman or supervisor of the other shop.
- 2. In cases involving suspension(s) or discharge(s) the Shop Committee that normally handles grievances for locations and stations will be afforded all rights as outlined in Paragraph I.1. above. The Company will provide space available business passes.
- J. Necessary hearings and investigations called by the Company shall, insofar as possible, be conducted during regular business hours and all stewards, local committeemen and witnesses necessary for a proper hearing or investigation will be compensated at straight time rate for all time spent attending such hearing or investigation.
- K. Disciplinary letters not involving a suspension in an employee's personnel file will be removed from the personnel file and will not be utilized for the basis of further disciplinary action if there have been no further discipline letters within one (1) year. All letters of discipline in an employee's personnel file will become null and void and removed from the personnel file if a two (2) year period has passed during which the employee receives no additional disciplinary letters.
- L. 1. Rejected offers made by the Company or the Union for settlement of employee complaints and grievances will be of no value and will be inadmissible in any grievance or System Board of Adjustment hearing.
- 2. Settlements of complaints and grievances will not, unless expressly so stated in writing and approved by IAM District 142 and

the Company, be of any value in the interpretation of this Agreement, nor will they set or be of any value as precedent for the handling of other similar matters, and they will be without prejudice to either the position of the Company or the Union on the issues raised.

- 3. This paragraph, "L.", shall not apply to System Board decisions.
- M. Prior to taking any action under this Article, the Company may withhold an employee from service without loss of pay.
- N. If at any time during an investigation the Company interviews an employee, and the subject of that interview may lead to discipline or discharge of that employee, he may request the presence of the shop steward during that interview. If the shop steward is not available, a union appointed alternate may act in his place.

# O. Discipline Grievances Involving Unsatisfactory Attendance

- 1. a. An Oral Warning, Written Warning and Final Warning will be deemed to have been grieved in a timely fashion by the employee to whom it was issued and timely appealed to the System Board of Adjustment. It will also be deemed to have been heard and denied by the appropriate hearing officer in a timely fashion as required by the provisions in Article 16.B. Therefore, an employee is not required and will not be expected to file a written grievance challenging the issuance of discipline.
- b. No specific review of discipline will be contractually required unless the Union has filed a written grievance pursuant to paragraph 3 below or the employee is later terminated for unsatisfactory attendance reliability and properly grieves such event. In such an event, the termination action and all previous discipline will be subject to review by the System Board of Adjustment.
- 2. A copy of any discipline issued to an employee will be retained in the employee's local file and a copy will be furnished to the employee's local union representative or Shop Committee. An employee and/or his/her union representative, upon authorization by the employee, will be permitted to review his/her local attendance records and discipline.
- 3. The Union reserves the right to file written grievances (which will be subject to the normal grievance procedures) contesting the validity of the information used by the Company in issuing attendance discipline.

# ARTICLE 17, SYSTEM BOARD OF ADJUSTMENT

- A. In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment, hereinafter referred to as "The Board," for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedure for settling disputes, as set forth in Article 16 "Grievance Procedure."
- B. 1. The Board shall be composed of a Company member, a Union member and a neutral referee selected by the Company and the Union. Unless the Company and District Lodge 142 agree upon a combination of cases to be presented, each case presented to the Board shall be treated as a separate case. The Board shall meet and consider each Grievance properly appealed to it at a time and place set by mutual agreement of the parties no later than one hundred twenty (120) days subsequent to the proper submission of a case to the Board as set forth in paragraph E. below. If either the Company or the Union consider the matter of sufficient urgency and importance, the Board shall meet not more than sixty (60) days after request of either party in accordance with the provisions of paragraph H. below. If either party shall fail to appear, the grievance shall be deemed settled in favor of the other party.
- 2. The neutral member of the Board shall preside at meetings and hearings of the Three (3) Person Board. It shall be the responsibility of the neutral to guide the parties in the presentation of testimony, exhibits and argument at hearings to the end that a fair, prompt and orderly hearing to the dispute is afforded. The Board shall meet in the city where the general offices of Alaska Airlines are maintained unless a different place of meeting is agreed upon by the Board and the parties.
- 3. If the Parties cannot agree upon the selection of some or all of the panel members per Paragraph H.1., either the Company or Union may direct a request to the Chairman of the National Mediation Board for a list of five (5) neutrals for each vacant position. The parties shall alternately strike each list to fill each vacant position.
- C. The Board shall have jurisdiction over disputes between any employee or employees 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.

- D. The Board shall consider any dispute properly submitted to it by the General Chair of the Union or his designee, or by the Representative of the Company. Disputes introduced by the Union shall have been processed in accordance with the terms provided for in this Agreement, under Grievance Procedure, Article 16.
- E. All disputes properly referred by the Union to the Board for consideration shall be filed with the Company's Vice President in charge of Labor Relations by a Notice of Appeal which must be postmarked within thirty (30) days after final decision in the last step of the grievance procedure set forth in Article 16. A copy of the submission as defined below will be included with the notice of appeal sent to the Company's Vice President in charge of Labor Relations. All disputes properly referred by the Company to the Board for consideration shall be filed with the President/General Chair of District Lodge 142 by a Notice of Submission which must be postmarked within thirty (30) days after the Vice President in charge of Labor Relations knew or should reasonably have been expected to know of the cause giving rise to the dispute. The party referring the dispute will submit to the Board a statement of the case which shall include:
  - 1. Question or questions at issue.
  - 2. Statement of facts.
  - 3. Position of employee or employees and relief requested.
  - 4. Position of Company and/or Union.
- F. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, in conformance with the constitution of the Union, and the Company may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both.
- G. A majority vote of all members of the Board shall constitute a decision which shall be final and binding on the parties. The decision of the Board shall be rendered within sixty (60) days of the close of the hearing, or if briefs are filed, within sixty (60) days of receipt of briefs.

- Н. The Company and the Union shall meet yearly, during the first week of October, to agree upon the selection of five (5) neutral members to sit with the Board in the consideration and disposition of pending cases during the following year. Upon selection of the panel, the parties will contact the five (5) neutrals and reserve hearing dates mutually agreeable for the Company, the Union and the neutral for the following year. After a schedule of hearing dates is established for each neutral, the Company and the Union will meet periodically for the purpose of reaching mutual agreement upon the particular case to be heard on each hearing date. In the event that the Company and the Union cannot agree upon a specific neutral to hear a specific case, the referring party shall initiate the selection process by flipping a coin to determine who will first strike a neutral member from the panel and then each of the parties will alternately strike from the five (5) neutrals until one (1) neutral remains. Said neutral shall be scheduled to hear the specific case on his/her first available date. Either party may terminate the services of a neutral by written notification to that neutral with copy to the other party, except for cases already scheduled before that neutral. If the number of neutrals falls below five (5), the parties will meet to bring the total number to at least five (5).
- 2. At least thirty (30) days prior to a scheduled hearing date, the appealing party shall forward a copy of the submission as defined in paragraph E. above, to the opposing party as well as the neutral member. All subsequent documents to be filed with the Board shall be addressed to all three (3) members of the Board.
- 3. If the parties have not yet agreed upon a case to be presented to a neutral on a particular hearing date twenty-one (21) days prior to that specific hearing date, the parties will attempt to agree upon an alternate schedule of cases under the expedited arbitration provision of side letter #10.
- 4. No matter shall be considered by the Board which has not first been fully processed in accordance with the grievance and appeal provisions of this Agreement.
- I. 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.

- J. 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.
- K. Each of the parties hereto will assume the compensation, travel expense and other expenses of the Board members selected by it.
- L. Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free transportation over the lines of the Company 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.
- M. The Company Board member and the Union Board member, acting jointly, shall have the authority to call witnesses and 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 expense shall be borne one-half (1/2) 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. 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.
- N. It is understood and agreed that each 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.
- O. Either party may withdraw a grievance at any time, and this shall not set a precedent on the merits of grievances filed in the future on a similar matter.
- P. All time limits in this Article are calendar days and may be extended due to a substantiated emergency such as an accident, death, or serious illness, or by mutual agreement in writing.

#### ARTICLE 18, SAFETY AND HEALTH

- A. Employees entering the service of the Company may be required to take a physical examination specified by the Company. The cost of such examination will be paid for by the Company. Thereafter the Company may request an employee to submit to further physical examination during the course of his employment or recall to service after a lay-off due to reduction in force. The cost of such further examination shall be paid by the Company. If it becomes necessary to hold an employee out of service due to his physical condition, the Union will, on the employee's request be fully informed of the circumstances and every effort will be made to return the employee to service at the earliest possible date. No employee will be required to work under unsafe or unsanitary conditions.
- B. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all plants, and to maintain on all shifts emergency first aid equipment. It is understood that this does not require the Company to maintain a nurse or doctor to fulfill the requirements of the foregoing clause.
- C. The Company agrees to furnish good drinking water and sanitary fountains; the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions. Shops and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available. Individual lockers will be provided for all employees where space is available.
- D. In accordance with local, state, and/or federal laws and regulations and in order to eliminate as far as possible accidents and illness, a joint safety committee composed of an equal number of Union representatives and Company representatives will be established at each location on the system, where employees covered by this Agreement are employed. The purpose of the Safety Committees shall be to hold monthly meetings and to provide a forum for employees to bring forward their safety and health concerns, as well as work together toward hazard abatement, compliance with regulatory requirements, prevention of employee injuries/illnesses, passenger injuries/illnesses and damage to company property and equipment. Safety Committee meetings shall:

- 1. Review safety, health and environmental inspection reports, as well as make recommendations and assist in the correction of identified unsafe conditions and practices.
- Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or unsafe condition involved was properly identified and corrected
- 3. Evaluate accident and illness prevention program with a discussion of recommendations for improvement where indicated.

Minutes of each committee meeting shall be prepared and filed for a period of at least one year and shall be made available for review. The subjects discussed and attendance of the members shall be documented. Minutes shall be posted for all affected employees to review. Copies of minutes shall be sent to the Company's Occupational and Operational Safety Department (OOSD). Safety Committee members shall be paid their applicable hourly rate for their attendance at official joint safety committee meetings. The IAM Shop Committee will be provided copies of the minutes.

- E. The Company shall review and evaluate the Safety Committee's recommendations. It shall be the duty of the Safety Committee to determine if applicable State and Municipal safety and sanitary regulations are complied with, and to make recommendations for the maintenance of appropriate safety and sanitary standards.
- F. The Company shall furnish all necessary safety devices for employees working on hazardous or unsanitary work, and employees will be required to wear such devices in performing such work. The Company will make hearing protectors and knee pads available to all employees, and the Company will pay for half the cost. Replacements will be provided // to the employee upon his turning in the worn out or damaged equipment.
- G. The Company will furnish appropriate aprons, overshoes and gloves to all employees required to work with acids and chemicals that are injurious to clothing while such employees are engaged in such activities, and employees will be required to wear such equipment.
- H. Employees injured while at work shall be given medical attention as promptly as reasonably practical. The Company shall

arrange and pay for round trip transportation to a medical treatment center whenever necessary.

I. The Company will have the following cold weather clothing available to all employees required to go on emergency winter field trips:

In Seattle:

3 Arctic Parkas - two large, one medium 3 Pair Insulated Boots - one large, two medium In Anchorage:

3 Arctic Parkas - two large, one medium

The above items will be maintained in stockroom, and no employee will be required to go on such trips if the above equipment is needed and not available. The Company shall provide other protective clothing from time to time as mutually agreed upon between the Union and the Company for protection against the elements and shall meet with the Local Committee periodically to review the condition of such clothing. The employees may be required to sign receipts for such items of Company protective clothing as are drawn.

- J. All employees will be required to wear a standard uniform, which may vary from station to station and between job classifications. The Company will // provide either all cleaning of required items, or a cleaning allowance of // \$10.00 per month per employee, at the option of the Company.
- K. The Company will provide parkas and gloves for all Alaska based employees on an individual basis. The Company will provide rain gear for Ramp Service Agents upon request. Such clothing shall remain the property of the Company and shall be of a quality equal to that in use on the effective date of this Agreement. The Company will meet with the local Shop Committee to review the condition of the parkas prior to each winter's operation.
- L. When employees work on, load, unload or examine aircraft in the presence of dangerous materials or devices (e.g. bomb threats, hijackings), the Company shall provide hazardous duty life insurance. The insurance coverage shall be up to \$200,000 per life with a maximum of \$1,000,000 total coverage per accident, (e.g. if five (5) lives are lost in a single accident, the coverage is \$200,000 per life; if ten (10) lives are lost, the coverage is \$100,000 per life).

- M. The Company may establish reasonable personal standards for appearance and safety.
- 1. The Company shall provide the initial basic uniform and pay all costs associated with the issuance, basic tailoring, required exchange of unworn garments, shipping, etc. of such uniform. The initial basic uniform allowance will be one hundred twenty-five (125) points at the time of hire or initial entry into the RSA or Stores classification. Upon successful completion of probation, the Company shall provide a uniform allowance of seventy-five (75) points for additional pieces and replacements during the remainder of the calendar year. On January 1st of each year, the uniform allowance for all non-probationary uniformed employees will be reset to the full allotment of one hundred twenty-five (125) points to be used for replacements during such calendar year. The normal life of the uniform pieces will be considered to be two (2) years for the hard finish items and one (1) year for blouses and shirts. The cost of any additional pieces or accessory items in excess of the allowance shall be borne by the employee.
- 2. The style of a uniform shall be considered to have a life of two (2) or more years. Prior to changing a uniform, the Company will consult with a committee representing the employees and the committee's recommendations will be given consideration in the selection process. In the event of a complete uniform style change, the Company will provide each employee with a uniform allowance of two hundred (200) points for the purposes of ordering the new basic uniform pieces.
- 3. The basic uniform shall consist of any combination of the following items and/or additional optional uniform pieces as defined in the Customer Service Manual:

<u>a.</u>	Uniform Piece	Point Value Per Item
	Jacket	25 Points
	Trousers/Shorts	15 Points
	Vest/Sweatshirt	15 Points
	Shirt	10 Points
	Belt	5 Points
	Hat	2 points

- <u>b. Maternity Uniform pieces will be available as optional pieces.</u>
- c. Optional uniform pieces will not exceed twenty-five (25) points unless the Company and the Union agree to an exception.
- 4. All employees must comply with company approved uniform combinations and guidelines as published in the Customer Service Manual.
- 5. Employees may wear a Union insignia pin approved by the Company. Placement for uniformed employees shall be identified in the Customer Service Manual.
- 6. The Company shall provide and approve an IAM patch, which will be attached to selected uniform pieces. The size of the patch and the patch's placement shall be at the discretion of the Company.

#### ARTICLE 19, SEVERANCE ALLOWANCE

A. Any employee with two (2) or more years of service under this Agreement whose employment is involuntarily interrupted while he is in a position covered by this Agreement shall be paid the severance allowance provided in paragraph B. following, subject, however, to the limitations and qualifications and in accordance with the terms set out in paragraphs B. through F.

### B. Service Requirement

If employee has completed:

He shall receive:

2 yrs but less than 3 yrs of service 3 yrs but less than 4 yrs of service 4 yrs but less than 5 yrs of service 5 or more years of service 2 weeks' severance allowance 3 weeks' severance allowance 4 weeks' severance allowance 5 weeks' severance allowance

- C. Computation and method of payment -- A week of severance allowance shall be computed on the basis of the employee's regular straight time hourly rate at the time of his employment interruption multiplied by forty (40) hours. Severance allowances shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the employee is recalled or the severance allowance entitlement is exhausted, whichever occurs sooner. Holiday pay, as outlined in Article 7 of this Agreement, shall not apply when computing severance pay.
- D. Disallowance -- Severance allowances shall not be paid when the employee:
  - 1. is discharged for just cause, retires or resigns.
- 2. has his employment temporarily interrupted because of a strike or picketing of Company premises, an act of God, a national war emergency, revocation of the Carrier's operating certificate(s) or grounding of the Carrier's aircraft by governmental order.
- 3. fails to exercise any seniority, bumping, or transfer rights afforded him under this Agreement to remain in active service with the Carrier, or accepts other employment offered by the Carrier.

- E. The severance allowances provided herein shall be in addition to any or all other benefits provided under this Agreement.
- F. An employee who has received a severance allowance under this Article and who has been recalled to work under the provisions of this Agreement and whose employment is again involuntarily interrupted under conditions which entitle him to severance allowance shall be paid the amount specified for his total years of service with the Carrier. For any employee accepting a recall to a temporary job (less than sixty (60) calendar days) this paragraph will not apply.

#### ARTICLE 20, RETIREMENT PLAN

### A. RSSA employees hired before July 19, 2006:

- 1. RSSA employees hired before July 19, 2006 will be given the opportunity to choose between the following options during a "Retirement Choice program" election period offered to eligible employees during 2007.
- a. Remaining with (and accruing future service under) the current MRP Retirement Program, including participation in the Retirement Plan for RSSA Employees, and the current matching provisions under the COPS, MRP, Dispatch 401(k) Plan providing a 50% in cash // company matching contribution // of up to the first //  $\underline{9}$ % of participant's pre-tax contributions (maximum company matching contribution is //  $\underline{4.5}$ % of eligible compensation); or
- b. Freezing participation in the Retirement Plan for RSSA Employees as of December 31, 2007 and becoming eligible for an enhanced company contribution under the COPS/MRP/Dispatch 401 (k) plan beginning January 1, 2008 that will provide a company contribution of 4% of eligible compensation in cash plus 50% company matching contributions in cash of up to the first //  $\frac{7}{2}$ % of participant's pre-tax contributions (maximum company contribution, including match, is //  $\frac{7.5}{2}$ % of eligible compensation). Participants who choose this option will receive no additional credited service in the MRP Retirement Plan after December 31, 2007.

## B. RSSA Employees hired on or after July 19, 2006:

- 1. RSSA Employees hired on or after July 19, 2006 will be eligible to participate in the COPS/MRP/Dispatch 401 (k) Plan with the enhanced company matching contribution as described in A.2. above. Those employees will not be eligible to participate in any company-sponsored defined pension plan.
- 2. The Company shall provide a Retirement Plan for employees covered by this Agreement. The Plan, which became effective September 1, 1962, is amended as follows:
- C. Effective March 1, 1978 and applicable only to employees retiring after this date:

- 1. Employees participate after one (1) year of service, retroactive to date of hire.
- 2. Effective November 30, 1992, benefits paid at retirement age shall be one and four-tenths percent (1.4%) of the employee's basic monthly average wage, multiplied by the number of years of service, per month, for service after March 1, 1968.
- 3. Effective March 1, 1981, for service prior to March 1, 1968 (excluding Alaska Coastal and Cordova) the benefit per month/year of service for all classifications is \$20.00.
- 4. Effective January 10, 2000, for active plan participants who are age fifty (50) and have twenty (20) years of anniversary service with the Company as of January 1, 2000, benefits paid at retirement age shall be as follows:
- a. For service earned prior to January 1, 1999, the monthly benefit shall be equal to one and eight-tenths percent (1.8%) of the employee's "average pay" for the period of five (5) calendar years beginning January 1, 1994 and ending December 31, 1998, multiplied by "credited service" divided by twelve (12). ("Average pay" for a calendar year will be the Participant's "basic hourly rate" multiplied by 2080 hours.); and
- b. For service earned after January 1, 1999, benefits paid at retirement age shall be one and four-tenths percent (1.4%) of the employee's basic monthly average wage, multiplied by the number of years of credited service earned after January 1, 1999.
- 5. a. "Basic Monthly Wage" shall be defined as the employee's basic hourly rate of pay (including longevity) multiplied by 173. "Basic Monthly Average Wage" shall be defined as the average of the employee's basic monthly wages during his active service with the Company after March 1, 1968, or after January 1, 1999 for the group described in C.4. above.
- b. "Basic hourly rate" shall be the average determined by dividing the participant's straight time earnings for a plan year (including longevity where applicable) by the number of straight time hours worked by the participant during such plan year.

- 6. Former Alaska Coastal and Cordova employees shall commence their years of service effective March 1, 1968.
  - 7. Retirement Age shall be:
- a. Normal 62 (not actuarially increased for later retirement)
  - b. Early 60 (actuarially reduced below 62)
- c. Early with 6 months written notice 55 (actuarially reduced below 62)
- 8. Under no circumstances shall an employee receive a benefit under this plan that is less than that he would have received under the Agreement dated March 25, 1974.
- D. A participant whose employment terminates for reasons other than death or retirement after completion of five (5) years vested service, shall be entitled to a deferred pension at retirement age.
- E. It is hereby agreed that the full text of the Plan dated October 1, 1962 will incorporate the basic provisions herein outlined. A copy of the Plan Document will be furnished District Lodge 142, International Association of Machinists and Aerospace Workers, who will be furnished with a copy of the annual actuarial report covering the plan. It is understood that District Lodge 142, IAMAW, shall bear no fiduciary responsibility under the plan.
- F. Information explaining the plan will be made available to all eligible employees.

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- $\underline{\mathbf{G}}$ . Employees required to terminate their employment with the Company due to physical disability shall be eligible for retirement benefits on an actuarially reduced basis subject to the following requirements:
- 1. Mental or psychological disorders, alcoholism, selfinflicted injuries, or injuries sustained in the commission of a crime shall not qualify.

- 2. The employee must be adjudged to be permanently disabled from performing his job or any similar job within the Company. If there is a dispute concerning validity of the disability claim, such disability to be determined by majority vote of a panel of three medical doctors; one physician to be appointed by the Company, one by the Union, and the third to be jointly selected by the two aforementioned physicians. The expense of the third physician shall be jointly borne by the parties.
- 3. The employee must be fully vested as of the first day of his disability. To be fully vested, an employee shall have completed ten (10) years of credited service under the plan.
- 4. The employee shall be forty (40) years of age or older as of the first day of his disability.

#### ARTICLE 21, GENERAL AND MISCELLANEOUS

- A. If there is any change during the life of this Agreement in the license(s) employees covered by this Agreement are required to have, all employees affected shall be given three (3) months from date of such change to obtain such licenses and there shall be no change in their status or pay during said three (3) months period.
- B. Service records shall be maintained for all employees by the Company which may be reviewed by the employee upon request. Nothing of a derogatory nature shall be entered into an employee's personnel file without first giving the affected employee the opportunity to sign such material and provide a copy of the material to the employee. When an employee covered by this Agreement leaves the Company for any reason, he will, upon request, be furnished with a copy of his service record. In case of investigations or hearings involving an employee's past record, the employee shall be furnished, on request, a copy of his record prior to such investigations or hearings.
- C. All orders or notices to an employee covered by this Agreement involving a transfer, promotion, lay-off or leave of absence shall be given in writing. In the event of the lay-off of employees who have completed their probationary period, two (2) weeks' notice shall be given by the Company and a copy of such notice shall be furnished to the Union Shop Committee. In addition, each month the Company will furnish District 142 with a list showing the employees at each location in each classification.
- D. Bulletin Boards will be provided by the Company in the vicinity of each time clock card rack assigned to employees covered by this for posting notices restricted to:
  - 1. Notices of Union Recreational and social affairs;
  - Notices of Union elections;
- 3. Notices of Union appointments and results of Union elections;
  - Notices of Union meetings;

- 5. Notices from District Lodge 142 specifically designated to be posted;
- 6. There shall be no posting of material derogatory or detrimental to the Company or of a political, or personal nature;
- 7. There shall be no other general distribution or posting by the Union or employees of advertising or political matter, notice, or any kind of literature upon the Company's property other than herein provided.
- E. Employees shall not be required to pay damages or repairs occasioned by any cause beyond their control.
- F. No employee shall reveal, except to proper representatives of the Company, any confidential matter of the Company, or give any information concerning business of the Company, which he may acquire on account of his position or the nature of his employment.
- G. Employees shall notify the Company in writing of their current address and phone number and notify the Company of any change within ten (10) days of such change.
- H. Each employee covered by this Agreement shall be issued a printed copy of this Agreement. The booklet shall be printed and distributed within sixty (60) days of the signing of the contract. Each employee will be required to sign a receipt for his copy of the Agreement.
- I. For security reasons, the Company may issue and require employees to carry or wear Company provided identification cards or badges.
- J. The Company agrees to pay employees on jury duty the difference between the jury pay actually received, exclusive of travel expense, and normal straight-time pay which would have been earned during the period of such duty. Employees selected for jury duty will be assigned to day shift, not to exceed eight (8) hour work days, with Saturday and Sunday off. On days when actual jury duty is performed, the employee's shift start time will be considered the employee's court report time. On days when the employee does not have to report for jury duty, his start time will be the same as his report time for jury duty, unless otherwise mutually agreed to by the supervisor and employee.

Weekends will commence at the beginning of the first week of jury duty. Reasonable accommodation will be made prior to the beginning of jury duty to ensure legal rest without loss of pay. Employees agree to return to work on those days when excused from jury duty prior to midpoint of their shift with the total combination of jury duty and work time not to be scheduled in excess of eight (8) hours. At stations where state, county, city, borough, or local courts have odd hours or irregular schedules, the Company and the Shop Committee or General Chair will agree on a local jury duty policy.

- K. As long as the workload permits, the following elected Union officials may attend regular local Union Lodge meetings which occur at their station while such officials are on shift: President, Vice President, Shop Committee Chairman, Financial and Recording Secretaries and either one shop steward from the swing shift or during periods of contract negotiations, a member of the Union Negotiating Committee or a designee. Such attendance shall be without loss of pay for a period of up to two (2) hours.
- L. Employees' tools and tool boxes will be protected by the Company at full dollar value against fire or catastrophe while on Company premises, providing the employee has a current inventory of tools on file with the Company.
- M. Company selected free parking will be provided for employee's car while at work or on field trips.
- N. The Company shall have the right to inspect an employee's tool box and contents from time to time.
- O. The Company may utilize Vendor fueling at all present and future locations to perform all fueling functions. At location where Vendor fueling is not used the fueling may be done by mechanics and/or Ramp service personnel.
- P. The first of the month following the signing of this Agreement, employees covered by this Agreement stationed at Ketchikan who must commute to work by ferry from Revillagigedo Island to the Airport Terminal on Gravina Island will receive a ferry pass.

#### ARTICLE 22, INSURANCE

A. Life Insurance - The Company shall provide a Basic Life Insurance Benefit and a Basic Accidental Death and Dismemberment Benefit for regular employees in accordance with the following schedule. The Accidental Death and Dismemberment Benefit shall be on a twenty-four (24) hour non-occupational basis. The premium shall be fully paid by the Company.

Monthly Earning	Basic Life Insurance	Basic AD & D
/ <u>/ L</u> ess than \$2,000	\$45,000	\$45,000
\$2,000 but less than \$2,250	\$54,000	\$54,000
\$2,250 but less than \$2,500	\$60,000	\$60,000
\$2,500 but less than \$2,750	\$66,000	\$66,000
\$2,750 but less than \$3,000	\$72,000	\$72,000
\$3,000 but less than \$3,250	\$78,000	\$78,000
\$3,250 but less than \$3,500	\$84,000	\$84,000
\$3,500 but less than \$3,750	\$90,000	\$90,000
\$3,750 but less than \$4,000	\$96,000	\$96,000
\$4,000 but less than \$4,250	\$102,000	\$102,000
\$4,250 but less than \$4,500	\$108,000	\$108,000
\$4,500 but less than \$4,750	\$114,000	\$114,000
\$4,750 but less than \$5,000	\$120,000	\$120,000
\$ <u>5,000 but less than \$5,250</u>	\$126,000	\$126,000
\$ <u>5,250 but less than \$5,500</u>	\$132,000	\$132,000
\$ <u>5,500 but less than \$5,750</u>	\$138,000	\$138,000
\$ <u>5,750 but less than \$6,000</u>	\$144,000	\$144,000
\$6,000 but less than \$6,250	\$150,000	\$150,000
\$6,250 but less than \$6,500	\$156,000	\$156,000
\$ <u>6,500 but less than \$6,750</u>	\$162,000	\$162,000
\$6,750 but less than \$7,000	\$168,000	\$168,000
\$ <u>7,000 or over</u>	\$174,000	\$174,000

An employee may, at his option, increase his life insurance coverage by purchasing at group rates, supplemental life and AD&D insurance coverage. He may also purchase life insurance coverage for his spouse and children.

B. Short Term Disability- Company-paid coverage will be provided in the amount of forty percent (40%) of weekly basic earnings up to a

maximum of five hundred dollars (\$500.00) per week. The Company shall offer an Optional Short-Term Disability Plan. The cost to the employee of optional short-term coverage will be determined by the Company and this amount may change from year to year. The Optional Short-Term Disability plan will provide benefits, in addition to Company-paid coverage, equal to twenty percent (20%) of the weekly basic earnings up to a maximum benefit of two hundred dollars (\$200.00) a week. All terms and conditions which apply to the Company-paid Short-Term Disability Plan shall apply to the Optional Short-Term Disability Plan.

- C. Long Term Disability The Company will provide for payroll deductions and onsite enrollment for an LTD program. The union shall determine the design of the plan, participation requirements, and will select the agent and underwriter for the Plan. The cost of the plan shall be borne by the employees. The union shall have the opportunity to offer an onsite enrollment subject to coordination with the appropriate operational area and payroll.
- D. Health Care Benefits The Company shall offer each active eligible employee and his/her eligible dependents a medical, prescription drug, dental and vision plan subject to employee contributions. The plans and terms of coverage shall be the same as the plans offered to management employees, subject to the following minimum terms and benefits:

## 1. Participation

- a. Eligibility: All active regular full-time employees, and active regular part-time employees, who regularly work 20 or more hours per week, their spouse and dependents up to age 26.
- b. Enrollment: Effective the first day of the month following one (1) month of active Company service provided the employee is on active status on that date.
- c. Discontinuance: Last day of month in which the employee is no longer on the payroll (except for employees on Workers' Compensation as stated in D.1.d below).

d. Employees on Workers' Compensation who have expended all injury leave and sick leave as set forth in Article 14. paragraph D., occupational injury, shall have their group insurance (medical/dental/vision and life) premiums paid by the Company for a period of ninety (90) days subsequent to the expiration of their injury and sick leave benefits. After the above coverage has been expended, the Life Insurance may be converted to an individual plan within thirty (30) days and Medical/Dental/Vision coverage may be continued under COBRA provisions. Employees on leave of absence (including medical leave) or layoff may elect to continue their Group Medical/Dental/Vision benefits and Life Insurance coverage by paying to the Company the monthly premium covering the cost of such coverage according to COBRA but not less than a period of up to three (3) months

#### Contributions

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<u>a.</u> // Employee contributions for the PPO will be at // 20% of the total premium.

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- // b. // Annual increases will be no more than 10% higher than the prior year's contribution.
- //  $\underline{c}$ . The Company will contribute the same amount towards the funding of any applicable HMO as it contributes to the same tier of coverage for the PPO plan.
- 3. PPO Benefit Levels //  $\underline{C}$ o-pays, deductibles and other terms under the PPO health care plan will be fixed at the following levels:
- a. In-network physician visit co-pay \$20; Plan pays remainder of the covered physician charges (no deductible). Ancillary services in-network are covered at 80% (after deductible). Plan pays 60% of reasonable and customary covered charges for out-of-network providers (after deductible).

#### b. Annual Deductibles:

Individual In- network: \$250.00
Family In-network \$500.00
Individual Out of Network: \$350.00\*
Family Out of Network \$700.00\*
\* If an in-network provider is available.

#### c. Annual Out of Pocket Max:

Individual In- network: \$1500.00
Family In-network \$3000.00
Individual Out of Network \$3000.00\*
Family Out of Network \$6000.00\*
\* If an in-network provider is available.

- d. Emergency room co-pay: \$75 per visit.
- e. Prescription Drug Co-pays:

Retail (30-day supply):

Generic - \$10

Formulary Brand Name - \$25

Non-Formulary Brand Name – 50% (with min. \$40/ Max. \$100)

Mail Order (90-day supply):

Generic - \$20

Formulary Brand Name - \$50

Non-Formulary Brand Name – 50% (with min. \$80/ Max. \$200)

f. Co-insurance:

In-network – 80%

Out-of-network – 60%\*

\* If an in-network provider is available.

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// g. // Chiropractic care shall be limited to 24 visits per person per calendar year.

- h. Hearing Aid Expenses: Limited to three hundred dollars (\$300) per person per two years.
- i. A high Deductible PPO plan will be offered as an option, with the same plan coverage and at the same monthly employee cost, as offered to management employees.

#### 4. Dental Summary

- a. Deductible: Twenty-five dollars (\$25.00) per individual, fifty dollars (\$50.00) per family unit, per calendar year.
- b. Co-Insurance: Plan pays 80% of usual and customary charges, including prosthetics and periodontal procedures. Starting in 2015 the plan pays 100% of usual and customary charges for diagnostic and preventive services, 80% for restorative, and 50% for major procedures.
- c. Maximum: Up to \$1750 per individual per calendar year.
- d. //  $\underline{\text{Orthodontia}}$ : Maximum of \$2,000 lifetime per individual with separate \$100 lifetime deductible and 80% of reasonable and customary charges paid by the Plan.

## 5. Vision Summary

- a. One examination in a twelve-month period; subject to a copay of \$20 if provided by a VSP network provider. The plan will provide reimbursement up to \$45 for an exam provided by a non-network provider.
- b. The plan will provide coverage for lenses and frames as follows:

#### Lenses:

Network - One pair every 12 months, subject to \$20 copay.

Non-network - \$45 reimbursement every 12 months, subject to allowance (\$25 single vision, \$45 bifocal, \$61 trifocal

#### Contacts:

Network - \$75 reimbursement every 12 months Non-network - \$45 reimbursement every 12 months Medically necessary – network covered in full (with VSP approval) once every 12 months; nonnetwork, reimbursed up to \$101

#### Frames:

Network - \$150 reimbursement every 24 months Non-network - \$90 reimbursement every 24 months

- 6. When both // spouses work for the Company and both have elected to be covered, there shall be coordination of medical/dental and vision benefits for the spouses and eligible dependents if they are enrolled in both employees' coverage.
- E. Savings Accounts The Company will offer the same tax qualified Health Care and/or Dependent Daycare savings accounts as are offered to management employees.

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### ARTICLE 23, WAGE RULES

- A. The minimum hourly rates set forth on Schedule A, attached hereto and made a part of this Agreement shall prevail on and after November 1, 1981, and subject to change on successive dates as specified in said schedule.
- B. No employee shall suffer any reduction in hourly rate as a result of this Agreement, and nothing in this Agreement shall be construed to prevent increases in individual rates or classifications over and above the minimum specified.
- C. Employees shall be paid on alternate Fridays during their regular working hours. The payment on such Fridays shall include all wages due through the second preceding Friday. Swing shift employees shall receive their pay at the end of their shift which commences on Thursday.
- D. Should the regular payday fall on a holiday recognized by this Agreement, employees will be paid on the day preceding such holiday.
- E. Pay checks will include a statement of all wages and deductions made for the pay period. All retroactive Cost of Living or general wage increase adjustments reflected in a paycheck will be accompanied by an explanatory sheet giving description, hours and rate applied to the adjustment.
- F. Employees leaving the service of the Company will be given their final check within forty-eight (48) hours after final clearance at points where payroll offices are located or mailed within seventy-two (72) hours at other points, or earlier when possible, exclusive of Saturdays, Sundays and holidays.
- G. Employees working in a higher classification shall be paid the rate of pay for that classification for all time worked and when on a regular shift will be paid as such for the entire shift. Employees temporarily upgraded to a higher classification may be returned to work in the lower classification when no longer required in the higher classification. Employees working in a lower classification will continue to receive their higher rate of pay unless demoted through a force reduction as set forth in Article 9, Paragraph J.

- H. Where there is a shortage equal to one-half day's pay or more in the pay of an employee, and such shortage is the result of a Company error, a special check will be issued at the Company's General Offices by the Company within four (4) accounting working days after notification to the Company regarding the shortage. The special check will be sent to the employee's attention at his station by the fastest possible means (e.g., Gold Streak or employee pick up at Payroll).
- I. When an employee under this Agreement moves from a lower classification to a higher classification, the employee shall be assigned the base hourly rate of pay in the higher classification which is equal to his rate of pay in the lower classification. If no such equal rate exists, the employee shall receive the next higher rate in the higher classification. Thereafter, the employee will progress on the pay scale accordingly.
- J. Effective // August 10, 2019, leads will be paid a premium of // two dollars and twenty-five cents (\$2.25) per hour. For pay purposes, this shall be considered as part of the basic rate for calculations.
- K. This will confirm our agreement that all current employees successfully bidding to the state of Alaska, on or before January 15, 1993 will be eligible to receive the Alaska differential. Also, employees currently receiving the Alaska differential, who are involuntarily required to relocate to the Lower 48, shall maintain their eligibility for the Alaska differential in the event they are subsequently successful in returning to Alaska. Those employees hired prior to March 31, 1985 are grandfathered at the three dollars and twenty-three cents (\$3.23) per hour differential and those employees hired on or after March 31, 1985 but prior to November 30, 1992 shall be grandfathered at the two dollar and thirty-nine cents (\$2.39) per hour differential. For pay purposes, this shall be considered as part of the basic rate for calculations.
- L. When an employee has been designated as a non-management trainer, he will receive one dollar and twenty-five cents (\$1.25) per hour as a trainer premium, pursuant to Article 12. For pay purposes, this shall be considered as part of the basic rate for calculations.

M. Article 26 lists the pay progression steps under this labor agreement for all classifications. For purposes of progressing onto the next pay step in Article 26, an employee will reach the next pay step by reaching his anniversary date within his classification. This wage increase anniversary date will be adjusted for any periods when the employee is off payroll status for ninety (90) days or longer except:

Employees on Military Leaves and Union Business Leaves will not be subject to the 90 day calendar limit for purposes of wage progression

- N. All Ramp & Stores employees at the Yakutat, Cordova, Nome, Kotzebue, // Barrow, and Bethel stations, shall receive a location differential, which at the contractual wage start rate will be // eight dollars and fifty (\$8.50) per hour. This differential will be reduced by .25 cents (\$.25) per hour at each step beginning at step // one and will be // five dollars and fifty cents (\$5.50) per hour at the // twelfth (12th) step, which is in addition to any other differential. For pay purposes, this shall be considered as part of the basic rate for calculations.
- O. All Ramp /Stores employees at Oakland, San Francisco and San Jose shall receive a two dollar (\$2.00) per hour location differential. When an employee transfers out of these stations, s/he shall revert to the appropriate rate of pay for his classification under this Agreement.
- P. An employee required to perform a Hazwoper Spill Clean Up shall receive a pay premium of four dollars (\$4.00) per hour for all time physically accomplishing the clean up and related paperwork. The following items are excluded from this paragraph: fuel, hydraulic fluid, grease, engine oil and lavatory service fluid (contaminated and noncontaminated). Risk Management will be responsible for determining the appropriate method to clean up a Hazwoper spill (i.e., in house or specialized biohazard agency).
- Q. Employees under the RSSA agreement shall continue to participate in the Performance Based Pay (PBP) Plan as outlined in the approved plan.

No later than thirty days (30) days after September 27, 2019, a contract incentive payment of five thousand dollars (\$5000) will be paid to all RSSA employees of record as of September 27, 2019 or to employees on a leave of absence, on September 27, 2019.

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- R. The Company will provide an option for employees to voluntarily sign up for payroll deductions to the Machinists Non- Partisan Political league (MNPL) and the Guide Dogs of America.
- S. Effective August 10, 2019, Departure Coordinators will be paid a differential of one dollar and fifty cents (\$1.50) per hour.

#### ARTICLE 24, 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. In the event of any invalidation, either party may, upon thirty (30) days notice, request negotiations for modification or amendment of this Agreement with regard to only the invalidated parts or provisions directly or indirectly affected.

#### ARTICLE 25, EFFECTIVE DATE AND DURATION

Except as may otherwise be stated, all provisions of this Agreement shall become effective upon signing and shall remain in full force for the period ending September 27, 2024 and shall automatically be renewed under the same terms and conditions for consecutive yearly periods thereafter unless notice of intended change is served as provided herein. Either party desiring to amend or modify any provision of this Agreement shall serve notice in writing on the other party at least fourteen (14) months July 27, 2023 preceding September 27, 2024, or September 27 of any year thereafter; specifically mentioning any amendments or modifications desired, and no other provisions of this Agreement shall be affected by such notice, except to the extent that other provisions must be revised to conform with the amendments of modifications agreed upon. When any notice of desired amendment or modification of any provisions hereof is served, the parties hereto shall meet within thirty (30) days from receipt of said notice to negotiate concerning such desired amendments or modifications. If an Agreement has not been reached by May 27, 2024, the parties will jointly petition the National Mediation Board for mediation services.

IN THE WITTNESS WHEREOF, the parties hereto have signed this RSSA Collective Bargaining Agreement this // 27<sup>th</sup> day of September, // 2019.

WITNESS: FOR ALASKA AIRLINES, INC

s/Jenny Wetzel s/Wayne Newton s/Jeanne Davis

s/Bob Hartnett s/Rebecca Meissner s/Denise Kliskev -/Chana Taaka#

s/Shane Tackett Shane Tackett

EVP Planning & Strategy

WITNESS:

s/Jeff Tobius General Chairperson s/Jason McAdoo Special Representative s/Justin Bates VP – Alaska FOR THE INTERNATIONAL ASSOCIATION OF MACHINSTS & AEROSPACE WORKERS

s/Sito Pantoja

General Vice President – Transportation

s/Dave Supplee

President – Directing General Chairperson District 142

s/Tim Klima Airline Coordinator s/James Carlson

Assistant Airline Coordinator

s/Kris Hannah

Grand Lodge Representative

s/Brianna Gregory

Grand Lodge Representative

s/Richard Pantoja

Grand Lodge Representative

### ARTICLE 26, SCHEDULE A

## Effective August 10, 2019:

## RAMP SERVICE AGENT <u>AND STORES AGENT</u> BASE RATES FOR DURATION OF AGREEMENT

Steps	8/10/19	8/10/20	8/10/21	8/10/22	8/10/2023	**
Start	\$15.00	\$15.52	\$15.75	\$15.99	\$16.23	
Step 1	\$15.40	\$15.93	\$16.17	\$16.41	\$16.66	
Step 2	\$16.00	\$16.55	\$16.80	\$17.05	\$17.31	
Step 3	\$16.25	\$16.81	\$17.06	\$17.32	\$17.58	
Step 4	\$16.59	\$17.16	\$17.42	\$17.68	\$17.94	
Step 5	\$17.61	\$18.22	\$18.49	\$18.77	\$19.05	
Step 6	\$18.63	\$19.28	\$19.57	\$19.86	\$20.16	
Step 7	\$19.82	\$20.51	\$20.81	\$21.13	\$21.44	
Step 8	\$20.28	\$20.98	\$21.30	\$21.62	\$21.94	
Step 9	\$20.80	\$21.52	\$21.84	\$22.17	\$22.50	
Step 10	\$22.23	\$23.00	\$23.34	\$23.69	\$24.05	
Step 11	\$24.29	\$25.13	\$25.50	\$25.88	\$26.27	
Step 12	\$29.00	\$30.00	\$30.30	\$30.75	\$31.22	

For pay purposes, Lead and Trainer premium, Alaska differential, Arctic differential and longevity are considered part of the basic rate for calculations.

Six-month rate to  $2^{nd}$  step is six months, thereafter increases will be based on calendar years.

<sup>\*\*</sup> Effective August 10, 2023, base wage rates shall be the greater of the above rates or the wage resulting from the 90% Wage Review calculations.

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## Effective August 10, 2019:

## ARCTIC SCALES (Base Rate plus Differential) RAMP SERVICE AGENT AND STORES AGENT BASE RATES FOR DURATION OF AGREEMENT

Steps	8/10/2019	8/10/2020	8/10/2021	8/10/2022	8/10/2023	**
Start	\$23.50	\$24.02	\$24.25	\$24.49	\$24.73	
Step 1	\$23.65	\$24.18	\$24.42	\$24.66	\$24.91	
Step 2	\$24.00	\$24.55	\$24.80	\$25.05	\$25.31	
Step 3	\$24.00	\$24.56	\$24.81	\$25.07	\$25.33	
Step 4	\$24.09	\$24.66	\$24.92	\$25.18	\$25.44	
Step 5	\$24.86	\$25.47	\$25.74	\$26.02	\$26.30	
Step 6	\$25.63	\$26.28	\$26.57	\$26.86	\$27.16	
Step 7	\$26.57	\$27.26	\$27.56	\$27.88	\$28.19	
Step 8	\$26.78	\$27.48	\$27.80	\$28.12	\$28.44	
Step 9	\$27.05	\$27.77	\$28.09	\$28.42	\$28.75	
Step 10	\$28.23	\$29.00	\$29.34	\$29.69	\$30.05	
Step 11	\$30.04	\$30.88	\$31.25	\$31.63	\$32.02	
Step 12	\$34.50	\$35.50	\$35.80	\$36.25	\$36.72	

For pay purposes, Lead and Trainer premium, Alaska differential, Arctic differential and longevity are considered part of the basic rate for calculations.

Six-month rate to 2<sup>nd</sup> step is six months, thereafter increases will be based on calendar years.

<sup>\*\*</sup> Effective August 10, 2023, base wage rates shall be the greater of the above rates or the wage resulting from the 90% Wage Review calculations.

#### ARTICLE 27, SHIFT DIFFERENTIAL

- A. Employees covered by this Agreement shall receive multiple shift differential of // sixty (\$0.60) cents per hour for second shift or // seventy-five (\$0.75) cents per hour for the third shift when they work these shifts as defined in Article 5.
- B. An employee who works a relief schedule and who is scheduled to work two or more starting times during a work week will be paid multiple shift differential of // eighty (\$0.80) cents per hour for all hours worked during any work week in which he works such schedule.
- C. Shift differential is part of the wage rate and, therefore, shall be included in the computation of pay for hours of overtime, holidays worked, and Company paid industrial accident compensation wherein the Company pays the difference between the statutory compensation and normal pay; shift differential shall not apply to sick leave, holiday not worked, vacations, severance pay, jury duty, etc.

### ARTICLE 28, LONGEVITY ALLOWANCE

All employees covered by this Agreement shall receive, as a length of service adjustment after five (5) years of employment, an additional two (\$.02) cents per hour each year, to a maximum of fifteen (15) years (twenty [20] cents.) This bonus is part of the wage rate and, therefore, shall be included in the computation of pay for hour of overtime, holidays, vacation, sick leave, etc.

#### ARTICLE 29, UNION SHOP AND DUES CHECK-OFF

- A. All employees subject to this Agreement shall become members of the Union within sixty (60) days after date of employment and shall thereafter maintain such membership in good standing as a condition of employment. The employer will, within seven (7) working days after receipt of notice from the Union, give any employee a discharge notice who is not in good standing in the Union as required by this provision.
- All new employees will meet with Union representative(s) for the purpose of union orientation. Upon receipt by the Company of a signed authorization to the Union of initiation fees, dues and assessments payable to the Union, the Company will deduct from the employee's initial check each month such initiation fees, dues and assessments, as are uniformly required as a condition for acquiring or retaining membership. This assignment shall be revocable by the employee through written notice after the expiration of one (1) year, such notice to be sent in duplicate by certified or registered mail to the District Secretary-Treasurer of the Union, or upon the termination date of the Collective Bargaining Agreement, whichever occurs sooner. Such deduction for membership dues or assessments will be subject to change upon receipt by the Company of a written certification by the President/Directing General Chair of District Lodge 142 that such initiation fees, dues, or assessments, have been duly changed and specifying the amount thereof.
- C. Deductions provided for in the preceding paragraph shall be remitted to the Secretary-Treasurer, District 142, International Association of Machinists and Aerospace Workers AFL-CIO no later than the end of the month in which the deductions were made. The Company shall furnish the Union each month with two (2) copies of a record of those for whom deductions have been made and the amounts of the deductions. The parties agree that check-off authorization shall be in the form which shall be prepared and furnished by the Union.
- D. In the event that the Union requires the discharge of an employee for non-membership or lack of good standing in the Union, the Union may be required to supply a qualified replacement within sixty (60) days. The non-Union employee shall not be discharged until the replacement is available. The Union does hereby agree to indemnify the Company for any and all expenses of defense and

judgment liability incurred by the Company by reason of the discharge of an employee at the Union's request pursuant to this action.

E. The Union shall indemnify and hold the Company harmless for any time or wage claims for any employees discharged by the Company or for any dues deduction changes pursuant to a written order by an authorized Union representative. The Company agrees that the Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the carrier under the Railway Labor Act, through attorneys of its own choosing and at its own discretion, but, in any event, if the carrier unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the Union. It is further agreed that the carrier shall promptly notify the Union of any such action when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances above described.

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### ARTICLE 30, LETTERS OF AGREEMENT

This agreement shall succeed and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding an any similar related documents executed between the Company and the Union heretofore, except the following documents listed below. Any such agreements between the parties signed during the term of this Agreement shall be printed in the same size as the Agreement booklet and be issued to each employee under this Agreement.

Letter of Agreement #1 - Contract Service Lead Letter of Agreement #2 - Military Charters Letter of Agreement #3 - "COPS" Utilization Letter of Agreement #4 - Lead Utilization Letter of Agreement #5 - Prudhoe Bay Letter of Agreement #6 - Chemical Dependency Letter of Agreement #7 - Station Agent Letter of Agreement #8 - Health and Wellness Letter of Agreement #9 - // Staffing Adjustment Letter of Agreement #10 - Expedited Arbitration Letter of Agreement #11 - Cross Utilization Letter of Agreement #12 - Grievance Backlog Letter of Agreement #13 - Working Together Letter of Agreement #14 - // Work Security Letter of Agreement #15 - Sick Leave Buyout Letter of Agreement #16 - Resource Planning Letter of Agreement #17 - Double Dipping Letter of Agreement #18 - Non-DOT Random Drug Testing Letter of Agreement #19 - GSAP and GSAP MOU Letter of Agreement #20 - COPS/RSSA Bridge Agreement Letter of Agreement #21 - Sliding Scale Letter of Agreement #22 - Wage Review

LETTER #1

### **CONTRACT SERVICE LEAD**

Letter of Agreement
Between
Alaska Airlines, Inc.
And
The International Association of Machinists
And Aerospace Workers
For
Ramp Service and Stores Agents

This Letter of Agreement is made and entered in accordance with the provisions of Title II of the Railway Labor Act as amended, by and between Alaska Airlines, Inc. (the "Company") and the Ramp Service and Stores employees in the service of the Company (the "employees") as represented by the International Association of Machinists and Aerospace Workers (IAMAW).

This will serve to establish the duties, pay and protections for a Contract Service Lead.

Duties include, but are not limited to the duties of a Lead Ramp Service Agent and/or Lead Stores Agent, the preparation and filing of documents and the oversight of operational performance, examining and coding invoices for payment, representing Alaska Airlines in required meetings with Airport, Vendor, partner and business In addition, the Contract Service Lead will act as a Supervisor responsible for supervising Customer Service, Ramp, Operations. and Cargo Functions: oversee ticketina. enplaning/deplaning activities, customer relations. passenger security, internal security, load planning, weight/balance, baggage handling procedures, servicing and implementing plans and schedules to assure the availability of equipment; investigate and report delays and irregular flight activity determining solutions for how to avoid such delays in the future; involvement in customer relations including passenger complaints, Lost and Found, and special passenger arrangements and ensure company passenger service standards are maintained or exceeded, and other duties as deemed appropriate (in bid locations where permanent Alaska Airlines RSSA

members are not assigned). The Contract Service Lead will not be responsible for Alaska Airlines employment decisions and/or the administration of discipline.

The selection process shall consider the bidder's qualifications and seniority in classification or with the Company, the selection and deselection of candidates for the duties and responsibilities described herein will be solely at the discretion of the Company.

Any Contract Service Lead who determines (within 90 calendar days of his/her first day of work as a Contract Service Lead) that s/he is unable to cope with the working conditions and/or physically unable to do the work will be required to return to their previous position by exercising seniority under RSSA contract Article 9.J and its subparagraphs.

Contract Service leads will be compensated at // \$6.25/hour differential. After one year in the CSL position, the differential shall increase to \$8.25/hour. The Contract Service Lead differential will be paid above the base classification (e.g., Stores Agent, Ramp Service Agent,) and will become part of the Contract Service Lead's base pay for sick leave, vacation, overtime, etc.

FOR ALASKA AIRLINES, INC.

s/Shane Tackett Vice President - Labor Relations

s/Todd Sproul

Managing Director, Customer Service - Airports

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

s/Tom Higginbotham

President – Directing General Chairperson

s/Jeff Tobius General Chairperson

### LETTER #2

# MILITARY CHARTERS

# LETTER OF AGREEMENT

# ALASKA AIRLINES INCORPORATED and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

# hereby agree that:

- 1. The employees will continue to provide mechanic and other required services in connection with all military traffic which the Company carries for the United States Government even though any or all of such employees withdraw from commercial airline service because of unresolved labor disputes, including disputes arising out of the contract termination date.
- 2. Pay and other benefits for employees providing services within respective classifications in connection with military traffic carried for the United States Government, pursuant to Paragraph 1 hereof. will:
- (a) for any period prior to the opening date of the contract between the parties be governed by the then existing contract unless modified by agreement of the parties, and,
- (b) after the opening date of the contract be governed by either the contract that existed at or prior to the said labor dispute or the contract negotiated as a settlement of such dispute, whichever is more beneficial to the employees.
- 3. To assure the movement of a particular flight under such circumstances, the Union will require certification by an appropriate Company-operating official designated by the Company for such purpose that such flight is in accordance with the specifications set forth in paragraph 1 above and will be exclusively for military flights deemed essential to the national defense.
- 4. This understanding constitutes an amendment and modification of the Collective Bargaining Agreement between the

Signed this 21st day of December, 1981.

FOR INTERNATIONAL 10 ASSOCIATION OF 11

parties.

FOR ALASKA AIRLINES, INC.

parties hereto and, notwithstanding, any other provisions of said Collective Bargaining Agreement shall run concurrent with the Agreement except that it shall terminate on January 1, 1985 unless extended during negotiations by mutual agreement between the

MACHINISTS AND AEROSPACE WORKERS

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s/Guy K. Cook s/Walter Fitzgibbon s/John L. Minnich s/Ronald G. Locke s/Robert G. Nisson

s/Robert E. Gray s/Daniel Casey s/Robert A. Eldridge s/Thomas W. Dezutter LETTER #3

# "COPS" UTILIZATION

# LETTER OF AGREEMENT between ALASKA AIRLINES, INC.

and

# INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

The Company may utilize employees covered by the "C.O.P.S." contract to perform ramp service functions at Petersburg, Wrangell and Glacier Bay, and may utilize ramp service employees covered by the "Ramp and Stores Agent" contract to perform work covered by the "C.O.P.S." contract at Cordova and Yakutat. When there are six (6) or more full-time (or equivalent) hourly rated employees at any of the above stations, additional employees hired into the station shall be covered by the Agreement not in effect upon signing at that location, however, the employees may continue to perform the functions covered under both Agreements.

At small stations (four or less daily departures), the COPS and/or ramp service employees, shall perform all work functions (e.g. A CSA may load baggage and a ramp serviceman may board passengers).

No employees shall be furloughed to achieve the above procedure, nor shall C.T.O.'s be included within a station for this purpose.

Signed this 3rd day of June, 1985.

WITNESS: FOR ALASKA AIRLINES, INC.

s/Robert A. Eldridge s/Robert E. Gray s/Thomas W. Dezutter Robert E. Gray

Sr. V. P./Industrial Relations

WITNESS: FOR INTERNATIONAL ASSOCIATION

OF MACHINISTS AND AEROSPACE WORKERS

s/Benedict A. Robbins s/Charles D. Easley s/Thomas M. Gibbs s/Frank H. Schlais

LETTER #4

# LEAD UTILIZATION

LETTER OF AGREEMENT between ALASKA AIRLINES, INC. and

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

WHEREAS, it is in the mutual interest of both the Company and the Union to avoid confusing or contradictory instructions, assignments or directives to employees covered by this Agreement;

IT IS HEREBY AGREED AND UNDERSTOOD, that leads and management personnel shall cooperate, and whenever a lead is on duty, management personnel shall make every reasonable effort to work through the lead and to keep him informed so that he will have full knowledge of the utilization of the crew.

Signed this 28th day of April, 1976.

WITNESS:

FOR ALASKA AIRLINES, INC.

s/Kenneth F. Skidds s/Robert E. Gray

s/E. R. Schnebele Vice President Industrial Relations

s/Robert A. Eldridge

WITNESS: FOR INTERNATIONAL

ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

s/Harold J. Plaster s/Ron G. Rice s/Vernon M. Christopherson s/Gary R. Carbone

LETTER #5

# PRUDHOE BAY

LETTER OF AGREEMENT between ALASKA AIRLINES, INC.

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

for

Mechanics, Ramp Service & Related Crafts at

PRUDHOE BAY, ALASKA

WHEREAS, it is the Company's desire to initiate a station at Prudhoe Bay, Alaska; and,

WHEREAS, it is the Union's desire that its members be utilized to staff that station; and,

WHEREAS, the remote location of Prudhoe and the lack of normal living facilities present unique working conditions not contemplated in the Labor Agreement between the parties;

NOW, THEREFORE, it is agreed that the provisions of the basic Labor Agreement shall apply to the Prudhoe Bay Station with the following modifications:

# 1. Article 4, Classification of Work

- a. Employees in the classification of Aircraft Mechanic may assist Ramp Servicemen in their duties (i.e. loading and unloading baggage and air freight), but may not replace Ramp Servicemen in a regular schedule.
- b. Management personnel will not normally perform work in the Classifications covered by the basic Agreement except for assisting employees in those instances when due to an unforeseeable peak period, where time is of the essence, and no other arrangement is feasible to alleviate the situation, or if there are insufficient volunteers for overtime, or in the case of an emergency. It is agreed that the servicing of late flights, the performance of necessary work to

maintain flight schedules, or the protection of Company or customer property against the elements may be considered emergencies. Each emergency may be explained in writing to the local union shop committee or local shop steward when there is no shop committee, upon receipt by the Company of a request in writing. The Company will respond in writing within forty-eight (48) hours of the written request, exclusive of Saturdays and Sundays.

c. The Company may not subcontract work normally covered by the Basic Agreement except when specific skills, equipment or facilities are not present at the station, when customers require the use of their own or a subcontractor's employees, and in emergency situations beyond the Company's control.

# 2. Article 5, Hours of Service

- a. The Work Day shall be twelve (12) hours of work, except for the day rotated into and out of the station to commence and end a tour of duty, with an unpaid lunch period(s) not to exceed two (2) hours in aggregate. One-half hour of lunch period shall be scheduled to be within one hour of the middle of the shift.
- b. The Work Week shall be seven (7) consecutive twelve (12) hour days (except as set forth in 2.a. above) totaling eighty-four (84) hours.
- c. A normal tour of duty shall be fourteen (14) consecutive days (168 hours) followed by fourteen (14) consecutive days free from duty away from the station.
  - d. There shall be no shift differential.
- e. Part-time employees (working less than twelve (12) hours per day) may be utilized, but shall work a minimum of six (6) hours per day.
- f. Vacation, sick leave and Workmen's Compensation absences may be covered by relief shift employees working irregular tours at normal compensation.
- g. A shift realignment will occur once a year at the Prudhoe station during the month of September and will take effect

the first day of the first rotation of the following year. Such bid will be awarded by classification seniority within the classification.

# 3. Article 6, Overtime

- a. Overtime shall apply to any work performed in excess of twelve (12) hours in any work day. It shall be paid at the time and one-half (1-1/2) rate.
- b. Employees unable to leave the station at the end of their fourteen (14) day tour of duty because of lack of Company transportation from Prudhoe to FAI/ANC will, for pay purposes, be considered to be on actual duty. If required to work, overtime at the time and one-half rate shall apply. Those employees unable to return to work through no fault of their own because of a lack of Company transportation from FAI/ANC to Prudhoe will be considered to be on actual duty and will be paid at their normal rate of pay.

# 4. Article 7, Holidays

Holidays shall not apply to the station, except that Prudhoe Bay employees who work the holiday shall be compensated at the double time (2x) rate for all hours worked. Prudhoe Bay employees who are not on their tour of duty shall receive holiday pay which is a daily average of the number of hours the employee worked during their last tour of duty.

# 5. Article 10, Vacancies

- a. The bidding of vacancies shall be by "permanent" or "preference" bid as set forth in Section 10.A., of the Agreement but shall apply to all classifications.
- b. When an employee covered by this Agreement is not available to fill a vacancy, after exhausting procedure set forth in the basic Agreement and after the Company has first asked for volunteers to fill the vacancy temporarily until a new employee is hired, management employees may perform any necessary functions for thirty (30) days.
- c. If an employee is unable to cope with the environment or working conditions within ninety (90) days of being awarded the bid,

he will be allowed to return to his former position (if his seniority so allows) with a thirty (30) calendar day written notice to the Company.

- d. For vacancies of thirty (30) days or less, the Company shall have the option of the following procedures in the following order:
- 1) Offer the position to those employees who have preference bids on file for the Classification and station, in seniority order. If none accept, the Company shall have the right to assign the junior employee with a preference bid on file.
  - 2) Select any volunteer at any station on the system.
  - 3) Hire a new employee on a temporary basis.
- e. Any employee who is absent from the Prudhoe station for reasons other than vacation or approved personal LOA for more than two (2) rotations in a twelve month period shall be considered unfit for assignment to the station and shall be furloughed.

# 6. Article 13, Vacations

Vacations shall be bid in increments of at least one-half (1/2) a tour of duty; that is, seven (7) consecutive days. It shall be paid for on the basis of the employee's normal scheduled hours per day and shall be accrued on the basis of the same relative accrual as set forth in the basic Agreement reduced to an hourly rate.

Straight Time Hour Worked	Years of Service
2.50	0 - 4
4.65	5 - 11
6.94	12 - 20
7.50	21 and over

One year represents 2184 hours.

# 7. Article 14, Sick Leave

Sick Leave shall be accrued at the rate of 2.75 minutes for each straight time hour worked and shall be expended at the rate of the employee's normal scheduled hours per day. B.4. shall not apply.

Employees who are ill and unable to report for their assigned tour shall contact the Customer Service Manager at least 24 hours prior to the report time.

# 8. Article 15, Transportation

- a. The Company will provide "Positive Space, Service Charge Waived" transportation (subject to displacement for oversales) between Prudhoe and the employee's home of record on Alaska Airlines system for normal rotation of tours of duty.
- b. Section 15, C. 1-4, shall not apply for transfers to the Prudhoe Station.
- c. The Company's Pass Policy, System Regulations 6.000-6.600, shall not apply to transportation to and from the Prudhoe Station.
- d. Transfer and moving expenses shall not apply to the Prudhoe Bay Station.

# 9. Article 21, General and Miscellaneous

- a. All employees shall be provided uniforms at Company expense. Parkas and gloves will be provided for all employees required to work out of doors. The employee shall be responsible for maintaining his uniform in a clean, presentable condition. Cleaning facilities will be provided by the Company.
- b. The Company shall prepare and maintain "Station Rules" which shall govern the operation of the station and the conduct of the employees at the station. The rules shall not discriminate nor coerce the employee and shall not conflict with this Agreement or the basic Agreement. Each employee shall receive and sign for a set of these rules attesting his compliance prior to being awarded a position at the station.
- c. Room and board at Prudhoe shall be furnished to employees assigned to the station at Company expense.
- d. At employee's home of record on Alaska Airlines' system where the Company experiences no cost and it complies with local

Port requirements, parking will be made available for Prudhoe Bay based employees.

Signed this 6<sup>th</sup> day of January, 2000.

FOR INTERNATIONAL

FOR ALASKA AIRLINES, INC.

ASSOCIATION OF

MACHINISTS & AEROSPACE WORKERS

Northwest District Lodge No. 143

Robert De Pace President/Directing General Chair Nan Otto, General Chair Thomas R. O'Grady Staff V.P./Labor and Employment Law and Deputy General Counsel

### LETTER #6

# CHEMICAL DEPENDENCY

# TO ALL RAMP SERVICE AND STORES EMPLOYEES

Chemical dependency abuse is one of the leading health problems, resulting in human tragedy and economic loss. We believe that Chemical dependence is an illness, which can be successfully treated. The Employee Assistance Program (EAP) will help any employee who needs and accepts treatment. To accomplish this, the Employee Assistance Program, in conjunction with the IAM and with the cooperation of the Alaska Airlines management, offers a program to diagnose and treat this disease.

# YOUR JOB SECURITY WILL NOT BE JEOPARDIZED BY REQUESTING AND/OR ACCEPTING HELP AND TREATMENT

The benefits under our Group Hospitalization and Medical Insurance Plan, as well as Alaska Airlines' Sick Leave benefits, will be provided for those employees requiring treatment for a chemical dependence problem.

The importance of this program to the afflicted individual cannot be over-emphasized. The need for his cooperation in responding to treatment by trained professionals also cannot be over-emphasized.

THE ALTERNATIVE in failing to accept help and treatment could be loss of job and, finally, life itself. Unfortunately, the problem may not be obvious to the person struggling with this terrible disease. It may be more evident to their family, friends and fellow employees. All employees must accept a responsibility in the control of this disease among their peers.

ALL INQUIRIES WILL BE HANDLED IN THE STRICTEST CONFIDENCE. Should you desire assistance, please contact your Employee Assistance Program Coordinator or General Chair.

s/Walter Fitzgibbon s/Ronald G. Locke

s/Robert E. Gray s/Dennis R. Kelley

LETTER #7

# STATION AGENT

# between ALASKA AIRLINES, INC. and the

# INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

This Letter of Agreement is made and entered in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Alaska Airlines, Inc. (the "Company") and the Ramp Service and Stores Agents in service of the Company (the "employees") as represented by the International Association of Machinists and Aerospace Workers (the "Union").

This will serve to establish the bridge agreement necessary for RSSA employees to transfer to the Station Agent classification as defined in Article 4 of the Clerical, Office and Passenger Service (COPS) contract with the following modifications:

# 1. Article 4, Classification of Work

- a. Lead Station Agent Duties include, but are not limited to, the duties of a station agent. In addition, the Lead Station Agent will supervise and may train.
- b. Station Agent -- Responsibilities include, but are not limited to, duties found in the job descriptions for a Customer Service Agent (as defined in the COPS contract, Article 4), Operations Agent (as defined in the COPS contract, Article 4), Stores Agent, and Ramp Servicemen as defined in the RSSA Agreement, respectively.

# 2. Article 5, Hours of Service

 a. Hours of service and part-time requirements shall be subject to the provisions of the COPS contract Article 5 and 6, respectively.

### 3. Article 6. Overtime

a. All overtime matters and OJI accruals shall be subject to the provisions of the COPS Contract, Article 7.

b. All hours accrued in a compensatory bank shall be converted to vacation accrual within 30 days of returning to the RSSA agreement.

# 4. Article 7, Holidays

- a. Holidays observed shall be subject to the COPS contract, Article 8.
- b. COPS Article 8.B.1 & 2 shall be used to determine holidays off.

# 5. Article 8. Field Service

a. COPS Article 29 shall govern any field service assignment.

# 6. Article 9, Seniority

- a. RSSA employees who accept a bid as a Station Agent or Lead Station Agent will retain and accrue seniority for all classifications in which he holds in the RSSA contract.
- b. RSSA employees who leave the Station Agent or Lead Station Agent classification(s) will retain and accrue Station Agent and/or Lead Station Agent seniority.
- c. RSSA employees will only be able to hold seniority as a Lead Station Agent and/or Station Agent within the COPS contract. Should an employee desire to bid for a different position within the COPS contract, he will be subject to the normal hiring standards as set forth by the Company. If hired into the COPS contract, he will be subject to the language in RSSA Article 9.E.1.

# 7. Article 10, Vacancies

- a. The awarding of a Station Agent or Lead Station Agent position will be to the senior qualified employee possessing the qualifications of a Station Agent or Lead Station Agent for RSSA and COPS employees as outlined in Article 4 of the COPS contract.
- b. All vacancies will be posted per RSSA contract Article 10.B and awarded per COPS contract Article 10.G. & H.

# 8. Article 16, Grievance Procedure

a. Should a grievance arise (contractual or discipline in nature), COPS Article 16 shall apply.

# 9. Article 23, Wage Rules

a. The wage scale shall be that of the Station Agent Classification as outlined in Article 19 of the COPS contract.

# 10. Article 27, Shift Differential

a. The shift differential shall be in accordance with the shift differential as outlined in Article 21 of the COPS contract.

Accrual rates and participation in benefit plans will be per the RSSA agreement. Bidding provisions for time off will be per the COPS agreement.

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FOR ALASKA AIRLINES, INC.

15 16 s/Shane Tackett

Vice President - Labor Relations

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s/Todd Sproul Managing Director, Customer Service - Airports

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS AND **AEROSPACE** 

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26 s/Tom Higginbotham

27 President – Directing General Chairperson

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s/Jeff Tobius General Chairperson

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LETTER #8

# **HEALTH AND WELLNESS**

LETTER OF AGREEMENT BETWEEN ALASKA AIRLINES, INC.

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
FOR

RAMP SERVICE AND STORES EMPLOYEES

The Company and the Union will work jointly in quarterly meetings to learn more about the challenges of providing a benefits plan that can adapt with the market, fostering and encouraging quality care and good outcomes at costs affordable to the Company and to our employees.

The Company will develop and share medical plan claims data, at a level that is compliant with privacy requirements, on a regular basis to increase the awareness of trends and of the costs of our plan, and explore specific recommendations to reduce or minimize the impact of escalating health care claims costs.

We will share a willingness to explore, and if mutually agreed, test new plan designs and new tools which will help incent informed and thoughtful consumer behavior in our members' choice of medical providers and discretionary treatments as well as encourage informed dialog with providers. These tools should promote and incent wellness programs to maintain and improve the health of all of our members and work to reduce wasteful medical treatments and procedures.

We share a commitment to work together during the term of the Agreement to implement agreed upon wellness programs and incentives, cost containment and "value based" benefits with applicable incentives and other mutually agreed affordable health care programs with demonstrated good outcomes, with flexibility on the part of both parties to remove, with mutual agreement, any contractual

barriers which might otherwise impede a successful enhancement of such programs. IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 18th day of May 2012. FOR ALASKA AIRLINES, INC. s/Shane Tackett Vice President - Labor Relations s/Todd Sproul Managing Director, Customer Service - Airports FOR INTERNATIONAL ASSOCIATION OF MACHINISTS AND 21 AEROSPACE WORKERS s/Tom Higginbotham President – Directing General Chairperson s/Jeff Tobius General Chairperson 

Letter #9

# STAFFING ADJUSTMENT

LETTER OF AGREEMENT
BETWEEN
ALASKA AIRLINES, INC.

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

FOR

RAMP SERVICE AND STORES AGENTS

This will confirm our discussions regarding the use of earned vacation time or banked holiday time in conjunction with an agent being awarded Staffing Adjust (commonly referred to as "SA," or Day of LOA) – which is unpaid leave time awarded on a scheduled working day. Staffing Adjustment will be awarded by seniority within the classification in a bid location in accordance with RSSA Article 11.E.

When an agent has been awarded Staffing Adjust for a day or portion of a day, it will be the individual agent's discretion to utilize any earned vacation time or banked holiday time for the like time that has been awarded off. The time will be considered to be unpaid unless the employee indicates at the time of the award that they prefer to utilize earned vacation or banked holiday pay. Seniority will not be bypassed in favor of awarding an agent time off that wishes to forego pay; likewise, seniority will not be bypassed in favor of awarding an agent time off that wishes to utilize earned vacation. Time off will be awarded strictly based on seniority. However, once an agent has made their determination to utilize earned vacation, or take the awarded leave unpaid, and the time off has been awarded, the agent may not switch their pay status (from paid to unpaid, and from unpaid to paid).

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

s/Shane Tackett s/Dave Supplee s/Wayne Newton s/Jeff Tobius

LETTER #10

# **EXPEDITED ARBITRATION**

April 30, 1997

Mr. Thomas Gibbs General Chairman IAM District 143 19518 Pacific Highway South, Suite. 202 Seattle, WA 98188

Dear Mr. Gibbs:

This will confirm our agreement to establish a procedure to expedite the scheduling, hearing and decisions regarding certain cases properly submitted under Article 17 to the System Board of Adjustment covering employees under the MRP Agreement.

# We agree as follows:

- 1. Company and Union representatives will meet quarterly to identify specific cases which the parties agree to arbitrate under the expedited rules contained in this letter.
- 2. The parties shall agree to both a date(s) and a neutral referee to hear these cases under the expedited rules.
- 3. No discharge case may be heard under this procedure.
- 4. All decisions will be final and binding in the same manner as if the case had been heard and decided under the normal application of Article 17.
- 5. All decisions will be without precedent.
- Each party will be limited to a maximum of two (2) hours of presentation in each case. This includes opening statement, direct, cross, re-direct, re-cross, summation, etc. Each party may decide how to allocate its own time. A stopwatch system will be employed.

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- 7. No transcripts will be taken.
- 8. No written briefs may be filed.
- 9. Decisions will be rendered without opinions within three (3) work days of the close of the hearing.
- 10. Executive sessions may be waived by mutual agreement, but if conducted will be limited to thirty (30) minutes per case.
- 11. A Company appointed Board member and a Union appointed Board member will hear these cases with the neutral referee.
- The parties will meet after each expedited case session to discuss the mutual benefit of adding to, deleting from, or amending these rules to further expedite the proper resolution of cases.

Sincerely,

Thomas R. O'Grady Assistant Vice President, Labor Relations/ Associate General Counsel

I agree:

Date 1/6/2000 Nan Otto General Chair

Robert De Pace President/Directing General Chair

LETTER #11

# CROSS UTILIZATION

BETWEEN
ALASKA AIRLINES, INC.
AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
FOR

RAMP SERVICE AND STORES EMPLOYEES

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ALASKA AIRLINES, INC. (hereinafter referred to as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter referred to as the "Union").

WHEREAS, the parties wish to preserve positions where crossutilization currently exists, and;

WHEREAS, there is no intention of expanding the level or frequency of cross-utilization, and;

WHEREAS, the parties agree it is mutually beneficial for employees covered under this Agreement to complete at specified locations tasks normally covered under the AMFA Agreement;

NOW, THEREFORE, the parties agree to grandfather the following situations:

- 1. The expected number of employees involved in cross-utilization described above is less than thirty (30) employees (total at all stations) and will be confined to the stations listed below.
- 2. Ramp service agents doing Fleet service duties at BRW, OME, OTZ, SCC, SIT, KTN, FAI, JNU, CDV, YAK, PSG and WRG.
- 3. Ramp service Agents doing Mechanic (A & P, Automotive and/or Facilities) work at ANC, BRW, OME, OTZ, SCC, SIT, CDV, YAK, PSG, SEA and WRG.

4.	Fleet	service Agent	s doing Ram	p service work	k at FAI and JNU.
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5. Mechanics doing Ramp service work at BRW, OME, OTZ, SCC, SIT, KTN, FAI (limited) and JNU (limited).

At the Union's request, the Company shall annually provide a list of the employees, by station, involved in cross-utilization work under this side letter.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 6<sup>th</sup> day of January, 2000.

FOR ALASKA AIRLINES, INC.

Thomas R. O'Grady Staff V.P./Labor and Employment Law and Deputy General Counsel

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

Robert De Pace President/Directing General Chair

### LETTER #12

# **GRIEVANCE BACKLOG**

# LETTER OF AGREEMENT

Whereas there is a desire to address and dispose of the backlog of Ramp and Stores grievances, by both Alaska Airlines and IAM District 143, the parties have agreed to set dates for grievance reviews. This review will commence within ninety (90) days after date of signing of the contract.

For any unresolved grievances, the parties further agree to continue such reviews each sixty (60) days thereafter. At such sessions, the grievances will either be resolved, settled, withdrawn or scheduled for either expedited arbitration or full arbitration. Each session will be a minimum of three (3) days. The parties will commit individuals to the reviews with authority to handle such matters to conclusion.

Be it further resolved, the parties will select a panel of ten (10) arbitrators to hear and preside over either the expedited arbitration or full arbitration hearing. Such arbitration dates to be scheduled within thirty (30) days after each grievance review.

Any changes to the above agreed to process will be done by mutual agreement between Alaska Airlines and the IAM.

The cost incurred in such arbitrations shall fall under the rules and regulations stipulated under Article 17 of the Labor Agreement.

If you agree, sign in concurrence below.

Thomas R. O'Grady Staff V.P., Labor and Employment Law and Deputy General Counsel Nan Otto General Chair

January 6, 2000

LETTER #13

# WORKING TOGETHER

LETTER OF AGREEMENT BETWEEN ALASKA AIRLINES, INC. AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
FOR
RAMP SERVICE AND STORES EMPLOYEES

This Letter of Agreement is made and entered into accordance with the provisions of the Railway Labor Act, as amended, by and between ALASKA AIRLINES, INC. (hereinafter referred to as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter referred to as the "Union").

Management employees not covered by the basic collective bargaining agreement shall predominately perform supervisory duties, but may assist Union-represented employees with the performance of their duties in order to:

a) Maintain proficiency on Company systems and processes, b) Participate in key initiatives and process improvement programs, c) Foster teamwork / collaboration or d) Improve operational performance.

This is intended to change how we view our shared future together, but not to result in: a) Reduction of overtime opportunities; b) Reduction of staffing levels in Union-represented positions or c) Furloughing Union-represented employees.

At each location on the Alaska Airlines system, local representatives from the Company and the Union will discuss and address unique operational concerns and expectations regarding the implementation and day-to-day issues that may arise.

The Company and the Union shall utilize the current practice (meetings between VP/Labor, VP/Customer Service, and VP/Cargo, as appropriate, and the District General Chair) to discuss and address

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unresolved disputes regarding this cooperative work program prior to any grievance appeal to the System Board of Adjustment.

Such work will not be limited in the following scenarios: catastrophic situation, natural disaster, extremely severe weather condition (i.e., snow storms in cities like SEA, extended fog, etc.) and critical community support.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 8<sup>th</sup> day of June, 2012.

FOR ALASKA AIRLINES, INC.

s/Shane Tackett

Vice President - Labor Relations

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s/Todd Sproul

20 Managing Director, Customer Service- Airports 21

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FOR INTERNATIONAL ASSOCIATION OF MACHINISTS AND

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s/Jeff Tobius

General Chairperson

s/Tom Higginbotham

AEROSPACE WORKERS

President – Directing General Chairperson

LETTER #14

# // WORK SECURITY

# LETTER OF AGREEMENT BETWEEN ALASKA AIRLINES, INC.

AND

# THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

FOR

# RAMP SERVICE AND STORES EMPLOYEES

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ALASKA AIRLINES, INC. (hereinafter referred to as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter referred to as the "Union").

WHEREAS, the Union is the collective bargaining representative of the Company's Ramp and Stores Employees ("RSSA") employees, and the Union and the Company are parties to a collective bargaining agreement covering such employees (the "RSSA Agreement"); and

WHEREAS, the Union has proposed, and the Company has agreed, that the parties enter into a Letter of Agreement providing for work security for its RSSA employees; and

THEREFORE, the Company and the Union enter into this Letter of Agreement, as set forth below.

- The Company agrees that, for the duration of this Letter of Agreement, it will not outsource or subcontract work that, as of September 27, 2019 is exclusively performed at Company locations by employees within classifications covered in Article 4 of the RSSA Agreement.
- 2. As an exception to paragraph 1, the Company may outsource or subcontract work that, as of the September 27, 2019 of this letter, is exclusively performed by employees within classifications covered in Article 4 of the RSSA Agreement if such outsourcing or subcontracting is through an Airport consortium or as a result of other regulatory requirements, and if such a consortium or regulatory requirement is mandatory at a particular airport. Article

- 9 of the RSSA Agreement shall apply to any employee displaced as a result of outsourcing or subcontracting under this paragraph.
- 3. It is agreed the following are examples of work that is not "exclusively performed" by employees within classifications covered in Article 4 of the RSSA Agreement as of September 27, 2019:
  - a. RSSA
    - i. Aircraft Fueling
    - ii. Deicing
    - iii. Baggage Delivery (physical delivery of bag)
    - iv. Janitorial
- 4. This letter does not require the Company to bring in any work that the Company currently outsources or subcontracts.
- Except as specifically provided herein, this Letter of Agreement does not alter either party's rights under the RSSA Agreement, including but not limited to the Company's ability to introduce new equipment and technology and continue to innovate as provided in Article 2.G.

This Letter of Agreement shall go into effect on September 27, 2019, and shall expire on September 27, 2026. Once this Letter of Agreement expires, the Company's rights and responsibilities with respect to the outsourcing or subcontracting of work will be governed by the RSSA Agreement in effect at the time of expiration. The parties do not intend to create a status quo obligation as it relates to the Company's contractual right to outsource or subcontract work beyond the expiration date of this Letter of Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

s/Shane Tackett s/Dave Supplee s/Wayne Newton s/Jeff Tobius

# Letter #15

# SICK LEAVE BUY OUT

# LETTER OF AGREEMENT BETWEEN ALASKA AIRLINES, INC.

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

FOR

RAMP AND STORES EMPLOYEES

Alaska Airlines, Inc. (the "Company"), and the International Association of Machinists and Aerospace Workers for Ramp and Stores Employees (the "Union") as representative of the RSSA members employed by Alaska agree as follows:

An employee retiring directly from active service at age 55 or older who has ten (10) years of vesting service or twenty (20) years of Company service will be paid a lump sum equal to the employee's current rate of pay multiplied by the sum of the employee's accrued sick leave balance multiplied by 25%.

Employees covered under this letter will receive the same increase to the sick leave lump sum cash payout if another Company represented workgroup receives an increase after the date of signing of this letter.

All other provisions of the collective-bargaining agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

s/Shane Tackett s/Dave Supplee s/Wayne Newton s/Jeff Tobius

Letter #16

# RESOURCE PLANNING

# LETTER OF AGREEMENT BETWEEN ALASKA AIRLINES, INC.

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

FOR

RAMP SERVICE AND STORES AGENTS

The company may elect to utilize RSSA members for the purposes of assisting with staff planning. When it does so the following provisions will apply:

For every six (6) vacancies, three (3) shall be made by the Company selecting the most qualified candidate and three (3) shall be made utilizing the bid processes as outlined in the RSSA Contract Article 10. It is further agreed that successful candidates, whether selected by the Company or those to successfully bid into the department, will receive three (\$3.00) per hour differential on their base classification. Should the Company wish to establish additional bid locations outside of the current location of Seattle and the proposed location of Anchorage, 30 days' notice must be given to the District General Chair in addition to the notification requirements outlined in the RSSA contract.

Each bid location established will have a separate list utilizing the same three to three (3:3) ratio for the purposes of filling vacancies.

Should the need for a reduction in force arise in one of the bid locations, RSSA Article 9.J shall be utilized.

The Company will furnish a list to the District General Chair in January of every year detailing each bid location's personnel. The lists will include the names, seniority dates, bid or selection status, bid or selection date, and contract that each person came from.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

1234567 s/Dave Supplee s/Jeff Tobius s/Shane Tackett s/Wayne Newton

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Letter #17

# DOUBLE DIPPING

<u>Letter of Agreement</u>
<u>Between</u>
Alaska Airlines, Inc.

And

The International Association of Machinists

And Aerospace Workers

For

Ramp Service and Stores Agreement

This Letter of Agreement is made and entered in accordance with the provisions of Title II of the Railway Labor Act as amended, by and between Alaska Airlines, Inc. (the "Company") and the Ramp Service and Stores employees in the service of the Company (the "employees") as represented by the International Association of Machinists and Aerospace Workers (IAMAW).

Pursuant to the "Double Dipping" letter dated February 1, 2012, this letter of agreement recognizes the issue of "Double Dipping", as it relates to the RSSA Agreement.

The Company agrees that it will not issue an attendance occurrence and withhold trade privileges due to a single trade violation. The Company will have the option of issuing either an attendance occurrence or restricting trade privileges due to a trade violation, as outlined in the Company's trade policy.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

s/Shane Tackett s/Dave Supplee s/Wayne Newton s/Jeff Tobius

# Letter #18

# Non-DOT Random Drug Testing

Letter of Agreement
Between
Alaska Airlines, Inc.

And

The International Association of Machinists

And Aerospace Workers

For

Ramp Service and Stores Employees

This Letter of Agreement is made and entered in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Alaska Airlines, Inc. (the "Company") and the International Association of Machinists and Aerospace Workers (the "Union") in representation of the Company's Clerical, Office and Passenger Service employees (the "employees").

WHEREAS, it is the desire of the Company and the Union to enhance the safety of the Company's operation through a non-DOT random drug testing program ("Program").

WHEREAS, it is the desire of the Company and the Union to enter into a Letter of Agreement providing for a second chance for employees who fail a drug test under the Program.

NOW THEREFORE, the Company and the Union agree that the following will apply to the Program and to employees covered by the Program who fail a Program test and that the Company and the Union agree to the following:

1. The Union agrees that the Company has the right to implement and maintain the Program. However, the Program will include a Last Chance Agreement ("LCA") rehabilitation program for employees who test positive under the Program and who agree to and successfully complete the second-chance process. This will be a one-time only option for an employee who tests positive under the Program to retain his

or her employment with the Company under the conditional reinstatement pursuant to an LCA.

- 2. An employee who executes a LCA may not test positive for drugs or alcohol for the remainder of his or her career at the Company and will agree to be subject to "no-notice" testing at the direction of the Company under the terms of the LCA. If the employee fails to comply with the provisions of the LCA, he or she will be subject to immediate discharge. The employee may challenge the discipline in the grievance procedure, but only as to the question of whether the charged offense occurred, and not the extent of the penalty.
- 3. An employee who does not execute an LCA will be subject to immediate discharge under the Program. In this case, the Union and employee will have the right to challenge whether the Company had cause for the discharge under the applicable labor agreement, but will not have a right to challenge whether the Company violated the applicable labor agreement by implementing the Program as approved by the Arbitration award.
- 4. This Letter of Agreement and the second-chance process called for under it is precedential for the Program only. This Letter of Agreement is non-precedential with respect to any other Company drug-testing program. For example, the Alaska Airlines post-accident, reasonable suspicion, and DOT drug and alcohol-testing programs are not covered by this Letter of Agreement. The Company's right to discharge for an offense under those programs is maintained by the Company, and the right of the Union and the employee to grieve discipline or discharge under those programs is maintained by the Union.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

s/Shane Tackett s/Dave Supplee s/Wayne Newton s/Jeff Tobius

# 1 <u>Letter #19</u> 2 3 <u>GROUND</u> 4 <u>FOR GRO</u> 5 6 7 8

GROUND SAFETY ACTION PROGRAM (GSAP)
FOR GROUND EMPLOYEES

LETTER OF AGREEMENT
BETWEEN
ALASKA AIRLINES, INC.
AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

FOR

RAMP AND STORES EMPLOYEES

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ALASKA AIRLINES, INC. (hereinafter referred to as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter referred to as the "Union").

The Company and the Union enter into this Letter of Agreement to incorporate the Alaska Airlines Ground Safety Program (GSAP) Memorandum of Understanding and Commitment to a Continuously Improving Safety Culture, dated February 1, 2018, signed by Dave Supplee, President/General Chair, IAM District 142; Tom Nunn, VP Safety; and Wayne Newton, VP Airport Operations and Customer Service (AOCS).

# GSAP - Commitment to a Continuously Improving Safety Culture

The Ground Safety Awareness Program (GSAP) is designed to foster transparency and accountability by openly identifying issues that impact the safety of our aircraft, customers, and employees. The goal of this program is to gather information that otherwise might not be available. Since GSAP was started in November of 2012, over 2,000 reports have been filed. These reports will provide us with data that allows us to see trends and implement corrective actions to continuously enhance the safety of our airline.

As we move forward, the GSAP program will be non-punitive in a majority of cases. The Company will not take disciplinary action

against you for involvement in an incident or accident if you file a timely
GSAP report, which is subsequently accepted by the Event Review
Committee (ERC) as long as the following are not involved: 1)
intentional/willful disregard for safety, 2) repeat cases of reckless behavior.

This is intended to ensure a fair and balanced safety culture, in which we make improvements from lessons learned, and there is an appropriate place for discipline. In cases where the ERC cannot come to consensus on report acceptance, the Safety Division will conduct an investigation in order to provide a neutral perspective regarding the employee intentions, actions, and system factors. Per the MOU, if willful or intentional disregard for safety is determined by the ERC, the report will not be accepted, and company disciplinary action may be involved. The same holds true for repeat cases of reckless behavior. If the company determines the employee has a history of reckless behavior, the employee may be disciplined regardless of whether a GSAP was accepted. In either case, the content of the GSAP report remains confidential and will not be used to initiate or support company discipline, consistent with the terms of the MOU.

To follow the intent of our GSAP program, it is critical that you provide detailed information on how and why the event occurred, that you respond to requests for information as requested by the ERC, and that you offer ideas regarding future prevention. Additionally, it is important that anyone who has filed a report reply to phone and email requests from an ERC member in a timely manner. In all reports accepted by the ERC, constructive tools will be considered, such as coaching, sharing of lessons learned, and refresher training. Employees who report through the GSAP program are required to participate in these constructive tools, per the MOU. It is also important to remember that filing a GSAP does not replace the requirement to file an Irregularity report.

The GSAP program and its voluntary nature have been a key element in fostering the safest period in history for commercial airline operations. Both management and the IAMAW remain fully committed to the program's success.

# 1 ALASKA AIRLINES

# 2 GROUND SAFETY ACTION PROGRAM (GSAP) FOR

# GROUND EMPLOYEES

# MEMORANDUM OF UNDERSTANDING

1. GENERAL. Alaska Airlines (AS) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in Passenger and Cargo Air Transportation within North and South America. AS operates approximately 218 aircraft, and employs approximately 5081 ground employees. The ground employees are represented by the International Association of Machinists and Aerospace Workers (IAMAW), hereinafter referred to as "ground"

14 <u>employees".</u>

2. PURPOSE. AS and the IAMAW are committed to improving safety. Each party has determined that safety would be enhanced if there were a systematic approach for ground employees to promptly identify and correct potential safety hazards. The primary purpose of the AS Ground Safety Action Program (GSAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, AS joins the IAMAW in voluntarily implementing this GSAP for ground employees, which is intended to improve safety through ground employee self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

<sup>1</sup> Ground employees include customer service, cargo, ramp, operations, stores, crew scheduling, reservations, accounting and records specialist agents.

<sup>3.</sup> BENEFITS. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to

- help solve safety issues and possibly eliminate deviations from Company Policy.
- 4. APPLICABILITY. The AS GSAP applies to all ground employees of AS and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with Company Policy that is not inadvertent or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.
  - a. Events involving possible noncompliance with 14 CFR by AS that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that AS voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5).
  - b. Any modifications of this MOU must be accepted by all parties to the agreement.
- 5. PROGRAM DURATION. This is a Continuing program and may be terminated at any time for any reason by AS or the IAMAW. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program.
- 6. REPORTING PROCEDURES. When a ground employee observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.
  - a. GSAP Report Form. At an appropriate time during the workday (e.g. after the shift has ended for the day), the employee should complete GSAP Report (electronic form) for each safety problem or event and submit it electronically. If the electronic reporting system is not available to the

- ground employee at the time he or she needs to file a report, the employee may contact the ASAP Hotline (877-897-2727).
- b. Time Limit. Reports will generally be accepted under the GSAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraph 4 of this MOU.
- c. Non-reporting employees covered under this GSAP MOU. If a GSAP report identifies another covered ground employee in an event involving possible noncompliance with Company Policy and that employee has not submitted a separate report, and the original report otherwise qualifies for inclusion under GSAP, the ERC may offer the non-reporting employee the opportunity to submit his/her own GSAP report.
- d. Non-reporting employees not covered under this GSAP MOU. If a GSAP report identifies another AS employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit a GSAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about GSAP and invite the employee to submit a GSAP report.
- 7. POINTS OF CONTACT. The ERC will be comprised of one representative from AS management; one representative from the IAMAW; and one representative from the Safety Division; or their designated alternates in their absence. In addition, AS will designate one person who will serve as the ASAP/GSAP manager. The ASAP/GSAP manager (or designee) will be responsible for program administration, and will not serve as a voting member of the ERC.
- 8. ASAP/GSAP MANAGER. When the ASAP/GSAP Manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the electronic reporting system. The ASAP/GSAP Manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended.

The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP/GSAP Manager will send a written receipt through the electronic reporting system to each employee who submits a report. The ASAP/GSAP Manager will serve as the focal point for information about, and inquiries concerning the status of, GSAP reports, and for the coordination and tracking of ERC recommendations.

- EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted by the ground employees under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.
  - a. The ASAP/GSAP Manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the GSAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

## 10. ERC PROCESS.

- a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP/GSAP Manager. The ERC will determine the time and place of the meeting. The ERC will meet at least once a month, or the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.
- b. The ERC will make its decisions involving GSAP issues based on consensus. Under the AS GSAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable

solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under GSAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline that have the expertise and responsibility for the safety area of concern. In the event there is not a consensus of the ERC. the AS Director, Airports Operations and Customer Service Safety will decide how the report should be handled.

- c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with Company Policy, reports that are of a general safety concern, but do not appear to involve possible noncompliance with Company Policy, and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.
- d. The ERC will forward de-identified non-safety reports to the appropriate AS department head for his/her information and, if possible, internal (AS) resolution. For reports related to safety, including reports involving possible noncompliance with Company policy, the ERC will analyze the report, conduct interviews of reporting ground employees, and gather additional information concerning the matter described in the report, as necessary.
- e. The ERC should also make recommendations to AS for corrective actions for systemic issues. For example, such corrective action might include changes to AS operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for ground employees. Any recommended changes that affect AS will be forwarded through the ASAP/GSAP Manager to the appropriate department head for consideration and

comment, and, if appropriate, implementation. The ASAP/GSAP Manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

## f. RESERVED

- g. Any corrective action recommended by the ERC for a report accepted under GSAP must be completed to the satisfaction of all members of the ERC, or the GSAP report will be excluded from the program, and the event will be referred to the appropriate department for further action, as appropriate.
- h. Use of the AS GSAP Report: Neither the written GSAP report nor the content of the written GSAP report will be used to initiate or support any Company disciplinary action, or as evidence for any purpose in an FAA enforcement action. The Company may conduct an independent investigation of an event disclosed in a report.

## 11. COMPANY ENFORCEMENT.

- a. Criteria for Acceptance. See paragraph 4.
- b. Informal Action. Possible noncompliance with Company policy disclosed in GSAP report that is covered under the program and supported by sufficient evidence may be addressed with informal action (i.e., oral or written counseling) by the ERC.
- c. Reports Involving Qualification Issues. AS GSAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a ground employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, the GSAP event will be referred to an appropriate department within the Company for any additional investigation and reexamination and/or enforcement action, as appropriate. An ERC recommended corrective action cannot be used to initiate or support Company discipline.
- d. <u>Excluded from GSAP</u>. Reported events involving possible noncompliance with Company Policy that are excluded from

- GSAP (see paragraph 4) will be referred by the ERC to an appropriate department within the Company for any additional investigation and re-examination and/or enforcement action, as appropriate.
- e. Corrective Action. Employees initially covered under a GSAP event will be excluded from the program if they fail to complete the recommended corrective action(s) in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action(s) in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.
- f. Repeated Instances of Noncompliance with Company policy involving the same or similar possible noncompliance with the policies that were previously addressed with informal action under GSAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 4 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.
- g. Closed Cases. A closed GSAP case involving a violation which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.
- 12. EMPLOYEE FEEDBACK. The GSAP program will publish a synopsis of the reports received, as well as pertinent data and trend information derived from the ground employee reports, in the GSAP Monthly Review publication. Specific event summaries contained in the synopsis will not include employee names or identify stations. Any employee who submitted a report may also contact the ASAP/GSAP Manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under GSAP will receive individual feedback on the final disposition of the report.
- 13. INFORMATION AND TRAINING. The details of the GSAP Program will be made available to all ground employees and their supervisors by publication in the AS Customer Service Manual. AS ground employees, supervisors and managers will receive instruction concerning the program during regularly scheduled recurrent

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- training. All new-hire ground employees will receive training on the program during initial training.
- 14. <u>REVISION CONTROL</u>. Revisions to this MOU shall be documented using standard revision control methodology.
- 15. RECORDKEEPING. All documents and records regarding this program will be kept by the AS ASAP/GSAP Manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with Company policy and all applicable law. IAMAW and the Company will maintain whatever records they deem necessary to meet their needs.
- 16. <u>SIGNATORIES</u>. All parties to this GSAP are entering into this agreement voluntarily.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

20 FOR THE COMPANY:

FOR THE IAM:

s/Shane Tacketts/Wayne Newton

s/Dave Supplee s/Jeff Tobius

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Letter #20

## COPS/RSSA BRIDGE AGREEMENT

## LETTER OF AGREEMENT BETWEEN ALASKA AIRLINES, INC.

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

<u>FOR</u>

CLERICAL, OFFICE AND PASSENGER SERVICE EMPLOYEES

AND

RAMPS AND STORES EMPLOYEES

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ALASKA AIRLINES, INC. (hereinafter referred to as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter referred to as the "Union").

WHEREAS, the Union is the collective bargaining representative of the Company's Clerical, Office and Passenger Service ("COPS") employees, and of the Company's Ramp and Stores ("RSSA") employees; and

WHEREAS, the Union has proposed, and the Company has agreed, that the parties enter into a Letter of Agreement to address the circumstance when a COPS employee is hired into an RSSA position (or vice versa);

THEREFORE, the Company and the Union enter into this Letter of Agreement to establish the terms that apply when a Company COPS employee is hired into an RSSA position (or vice versa), as set forth below.

If a COPS employee is hired into an RSSA position (or vice versa), the following provisions apply:

 A COPS employee hired into an RSSA position will retain the seniority that the employee had accrued under the COPS Agreement, and shall continue to accrue seniority in the previous position as if employed under the COPS Agreement for as long as the employee holds a position covered under the RSSA Agreement. Likewise, an RSSA employee hired into a COPS position will retain the seniority that the employee had accrued under the RSSA Agreement, and shall continue to accrue seniority in the previous position as if employed under the RSSA Agreement for as long as the employee holds a position covered under the COPS Agreement.

The employee seeking to move from a COPS position to an

- 2. The employee seeking to move from a COPS position to an RSSA position (or vice versa) will be subject to the normal hiring standards and process as set forth by the Company. If hired into a new position, the employee shall be subject to initial probation as set forth in COPS and RSSA Articles 9.
- 3. In addition to seniority, the employee would retain steps for pay, their annual step increase date, and their existing vacation accrual years of service. The employee's accrual of vacation and sick leave will be governed by the collective bargaining agreement under which the employee is working. The employee's current vacation (earned and accrued) and sick balances will transfer with the employee to the new position.
- 4. Retirement plan participation and eligibility in the Company pension plan and/or 401(k) plan are governed by the requirements and provisions set forth in the respective plan documents. A COPS employee who is considering being hired into an RSSA position (or vice versa) should contact the Retirement Benefits to understand the consequences of such move on his or her Company retirement benefits.
- 5. If an RSSA employee is hired into the COPS agreement, the employee will not be subject to the language in RSSA Article 9.L.1.
- 6. If a COPS employee is hired into the RSSA agreement, the employee will not be subject to the language in COPS Article 9.F.7.
- 7. In order for the employee to return to the other Agreement, a vacancy must exist and the employee would be subject to the normal bidding process under the collective bargaining agreement under which they will be working after the employee's return.
- 8. If furloughed, the employee can exercise his/her furlough rights into any classification where the employee holds seniority in the agreement under which the employee is working at the time of the furlough. In the event the employee cannot exercise seniority under that agreement, the employee can then exercise furlough

1 rights into any classification where they hold seniority under the other agreement.

Should any unanticipated or unintended issues arise between the parties as the provisions of this letter are implemented, the Company and Union agree to meet and discuss those issues and, if necessary, amend this Letter of Agreement to clarify and mitigate them. At the minimum, the parties will meet to discuss the status of this letter once a year.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27<sup>th</sup> Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

s/Shane Tackett s/Dave Supplee s/Wayne Newton s/Jeff Tobius

Letter #21

s/Shane Tackett

s/Wayne Newton

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## SLIDING SCALE DIFFERENTIAL

The purpose of this letter is to formalize the discussion regarding a pay rate change for employees covered by the RSSA agreement in LAX, FAI, JNU, KTN, and SIT. The Company has had trouble recruiting qualified candidates for the Ramp Service Positions in these locations. The proposed Ramp Service rate change is for a location position differential that would begin at \$2.00 per hour and decrease by 20 cents at each step, beginning with step 2, and ending at step 10.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 27th Day of September, 2019.

FOR THE COMPANY: FOR THE IAM:

> s/Dave Supplee s/Jeff Tobius

Letter #22

**WAGE REVIEW** 

LETTER OF AGREEMENT

between

ALASKA AIRLINES, INC.

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

August 10, 2023 Wage Review

This Letter of Agreement is made and entered in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Alaska Airlines, Inc. (the "Company") and the Ramp Service and Stores Employees in service of the Company (the "employees") as represented by the International Association of Machinists and Aerospace Workers (the "Union").

To ensure Alaska employees are competitively compensated relative to their industry peers, the company and the IAM agree that on (the fourth anniversary of the agreement), there will be an annual increase of 1.5% to all wage steps or adjusted per the below, whichever is greater.

At least 30 days prior to the fourth anniversary of the agreement, the Company and the Union will meet for the purpose of reviewing base RSA wage rates at the major U.S. based passenger air carriers (American, Delta, United, Southwest, JetBlue, Spirit and Frontier) and establishing the appropriate adjustment for base scales in Schedule A.

The formula to determine the appropriate adjustment will be as follows:

- 1. Calculate the Comparison Wage
  - a. <u>Identify the four highest Customer Service Agent or</u> <u>equivalent classification TOS pay rates of the major</u> carriers.
  - b. Add the four wage rates from #1 together and divide by four to arrive at an Average Wage.

- c. <u>Multiply the Average Wage by 0.90 to arrive at the Comparison Wage.</u>
- 2. Calculate the Normal Downline Wage
  - a. Multiply the current Alaska TOS RSA base wage rate by 1.015.
- 3. Compare Comparison Wage to Normal Downline Wage
  - a. The new TOS RSA wage will be the higher of the Comparison Wage or the Normal Downline Wage.
- 4. Create Scale Adjustment Percentage
  - a. If the higher rate is the Normal Downline Wage rate, all scales in Schedule A will be adjusted by 1.5% (1.015) from their current rates.
  - b. If the higher rate is the Comparison Rate, divide the Comparison Rate by the current TOS wage rate and subtract 1 and all scales in Schedule A will be adjusted by this resulting percentage.

<u>Differentials and other pay variables will not be considered in these base wage rate calculations.</u>

This letter will automatically expire following the August 10, 2023 review.

## Example:

TOS RSA wage rate

TOS KSA wage fale	
Alaska Airline wage rate	\$18.00
-	
OAL TOS RSA Wage Rate	
American Airlines	\$21.00
United Airlines	\$23.00
Delta Airlines	\$20.00
Southwest Airlines	\$22.00
	_
Total	\$86.00

1 2 3 4	divided by the number of carriers  Average TOS rate  Times .9 =	(4) \$21.50 19.35
4 5 6 7 8 9	Scheduled increase 1.5% Wage averaged increase 7.5% increase	\$18.00 + .27 = \$18.27 \$18.00 + \$1.35 = \$19.35 or a
10 11 12 13		ew yielded the higher percentage calculate all of the wage scales and
14 15 16	IN WITNESS WHEREOF, the par Agreement this 27 <sup>th</sup> Day of Septen	ties hereto have signed this Letter of here, 2019.
17 18	FOR THE COMPANY:	FOR THE IAM:
19 20	s/Shane Tackett s/Wayne Newton	s/Dave Supplee s/Jeff Tobius

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