

# **Collective Bargaining Agreement**

between

**International Association of Machinists  
and Aerospace Workers**

**Air Transport District Lodge 142**



**IAMAW  
DISTRICT  
142**

And

**PSA Airlines, Inc.**



Effective September 7, 2023 through September 6, 2027

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## ARTICLE 1 – RECOGNITION AND SCOPE OF AGREEMENT

- A. The purpose of this Agreement is, in the mutual interest of PSA Airlines (hereinafter referred to as the “Company”), its Employees, and the International Association of Machinists and Aerospace Workers (hereinafter referred to as the “Union”), to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable working hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company, Union, and the Employees to cooperate fully, both individually and collectively, for attainment of these purposes.
- B. In accordance with the certification made by the National Mediation Board on June 23, 1995, in Case No. R-6357, the Company recognizes the Union as the duly authorized representative of its Mechanics and Related Employees in accordance with the provisions of the Railway Labor Act, as amended.
- C. The Company may publish rules and regulations of the Company not in conflict with the provisions of this Agreement. New Company rules or regulations that affect Employees work will be considered effective immediately when the Company communicates the information to Employees personally or via a group meeting. If the new Company rules and regulations are posted in the work areas as the sole means of communication, they will become effective after one (1) week from the date of posting.
- D. The Company is an equal opportunity Employer. The Company and the Union hereby agree that, in accordance with the established policies of the Company and the Union, the provisions of this Agreement will apply equally in accordance with applicable laws to all Employees hereunder, regardless of sex, color, race, religion, age, handicap or national origin. Wherever in this Agreement Employees are referred to in the male or female gender, **it is recognized as referring to both male and female Employees, including all socially recognized binary or nonbinary gender identity terms**, unless the meaning is obviously to the contrary.
- E. This Agreement supersedes any and all Agreements now existing or previously executed between the Company and any Union or individual affecting the craft or class of Employees covered by this Agreement.
- F. The provisions of this Agreement shall be binding upon any successor or merged Company or Companies, unless or until changed in accordance with the provisions of the Railway Labor Act, as amended.
- G. In the event of any merger of the Company with another Company, acquisition of the Company by another Company, or acquisition by the Company of another Company, which affects the seniority rights of Employees subject to this Agreement, provisions will be made for the integration of seniority lists in a fair and equitable manner including, where applicable, Agreement through collective bargaining between the Companies and the representatives of the Employee groups affected. In the event of failure to agree, the

dispute may be resolved in accordance with Section 13 of the Allegheny-Mohawk Labor Protection Provisions.

- H. The Company will not lock out any Employee covered by this Agreement, and neither the Union nor Employees covered by this Agreement will initiate, authorize or take part in any slow-down, sit-down, work stoppage, strike, or picketing of Company premises during the life of this Agreement, in accordance with and/or until the provisions of the Railway Labor Act, as amended, for settling disputes between the parties have been exhausted.
- I. The Company agrees that Mechanics' work, where performed, will consist of maintenance, inspection, preventative maintenance, rebuilding and alteration of aircraft, aircraft engines, aircraft systems and aircraft components and including dismantling, repairing, assembling, and erecting of equipment and building maintenance and repair work, are covered by this Agreement, subject to the terms thereof.

A Supervisor may assist an Employee in order to maintain a flight departure time. A Supervisor may also assist in troubleshooting problems or training of Employees. The Supervisor will coordinate such activities with the Lead Mechanic on duty. Supervisors will not perform an Employee's work as covered by this Agreement to avoid payment of overtime or deny the Employee the right to perform his job.

To maintain the efficiency of the Company's operation, the Company retains the right, in special circumstances, to use outside Contractors or Employees not covered by this Agreement to perform work normally performed by Employees covered under this Agreement. At any time, the Company utilizes an outside Contractor to perform work covered under this Agreement at a PSA maintenance base, the Union will be notified of the location/Maintenance Base, the time period it is expected to last and the scope of the work to be performed.

It is agreed that a Committee will be formed to review instances of subcontracting which the Union believes could be more efficiently or economically performed "in house" by IAMAW- represented Employees. The members of the Committee from the Union will be comprised of the Chief Steward, the District Representative, and an affected Employee. The Company will share available information relating to a given subcontract or anticipated subcontract with this Committee. No Employee covered by this Agreement, as of the date of signing, will be furloughed as a result of contracting out of work.

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

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

## **ARTICLE 2 – CLASSIFICATION OF WORK**

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

## ARTICLE 3 – HOURS OF SERVICE

### A. **WORK HOURS.**

1. An Employee's normal work week will consist of forty (40) hours comprised of five (5) eight (8) hour days and two (2) days off, or four (4) ten (10) hour days and three (3) days off. The eight (8) or ten (10) hour workday shall be exclusive of a thirty (30) minute meal period. Days of work and days off will be consecutive. In instances where there are non-standard shifts, there shall be a minimum of sixteen (16) hours scheduled between the end of one scheduled shift, and the beginning of the next scheduled shift (example: first shift ending on a Monday transitioning to a second shift beginning on a Tuesday). Other work schedules may be arranged by mutual Agreement between the Employee affected and the Company with approval of the station Chief Steward.
2. **In addition to the above shifts, the Company may post a three (3) day work week consisting of thirteen (13) hours and twenty (20) minutes each workday. Positions for this shift will be posted via the Job Posting System in accordance with the Agreement. No employee will be assigned this shift against their will, except as provided for in temporary assignments in Article 3.E or if the last remaining bid lines are 13-hour shifts. Employees awarded this shift will receive either the second or third shift premium based on the shift where the majority of the works hours are worked. The thirty (30) minute meal period will be between the end of the fifth (5th) hour and the beginning of the ninth (9th) hour of the shift. There will be rest periods of fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift. Hours worked in excess of forty (40) hours in a work week will be paid at one and one-half (1½) times the Employee's hourly rate. Any hours worked in excess of seventeen (17) hours and twenty (20) minutes in a workday will be paid at double (2) times the Employee's hourly rate.**

- B. **MEAL PERIOD.** Employees will be scheduled for a thirty (30) minute unpaid meal period between the end of the third (3rd) hour and the beginning of the sixth (6th) hour of their shift. If operational needs preclude an Employee from taking his lunch period at that time, he shall be paid for the lunch period at the applicable rate, unless he requests and is granted either a meal period later in the shift or permission to leave thirty (30) minutes prior to the end of his shift.
- C. **REST PERIODS.** All Employees will be granted a fifteen (15) minute rest period during the first half of their work shift and a fifteen (15) minute rest period during the second half of their work shift.
- D. **SHIFT BIDS.** Shift bids and shop bids will be bid no less frequently than every six (6) months at the same time. Employees that are awarded a shop bid and are not qualified will be required to serve a twelve (12) month stability period in the shop, once they complete the classroom and O.J.T. training. At all times, class seniority governs the shift bid procedure. Employees with less than six (6) months class seniority will be assigned a work

shift to allow for the equal distribution of work experience throughout the work week. The remaining shift bids will be done in class seniority order with the most senior person bidding first. No person may bid a schedule until all Employees with higher class seniority bid first. Due to the timelines of the bid process, each person will be given a deadline date and time as to when they must bid. If an Employee bids prior to their deadline date, the next person in line may bid and so on. If a person fails to bid by their deadline date and time, the next person in line may bid and the Employee that missed the cutoff can bid at their convenience. If a work schedule becomes available for whatever reason, there will not be a complete rebid of the schedule. The opening will be posted in accordance with Article 10 of this Agreement and the vacancy filled. When the complete schedule comes out for rebid, the class seniority process for bidding will be in effect. There will be one (1) master bid sheet per Maintenance Base, and it will be posted on the I.A.M. bulletin board. The proposed work schedule (shift and days off) will be posted at least seven (7) days in advance of the start of the bid. A copy of the bid sheet will also be posted as to alert the Employees of their deadline dates and time for the bid. Swapping of complete schedules will not be allowed as this may cause an imbalance in the experience levels. Each Maintenance Base will have individual work schedule bid sheets as agreed upon with the Joint Scheduling Committee.

- E. There will be no change in permanent days off or shift start times except in accordance with Article 3.D. If changes are needed on a temporary basis based on the needs of service not to exceed thirty (30) days, there will be seven (7) calendar days written notice given to affected Employee(s) in reverse seniority order and will not disrupt an Employee's approved vacation. However, less notice may be given, and/or scheduled vacation may be disrupted by mutual Agreement between the Company and the affected Employee(s).
- F. **DAY TRADES.** Day trades will be allowed when authorized by the Manager or his designee (which is to be acted upon so as not to delay approval of the day trade), but must be completed within four (4) weeks from the first day traded and as long as there is no conflict with Article 3.D. **Employees must complete day trades within their own classification.** Employees will also be permitted to do one-way day trades and must not cause overtime to be paid as a result of the trade as long as there is no conflict with Article 3.D.
- G. Any Employee who reports for work as scheduled, without receiving notice not to report, or who is called in to work, shall receive a minimum of four (4) hours pay.
- H. The Company and the Union recognize that the nature of airline operations requires most Mechanics covered by this Agreement to work the night shift. The parties agree to establish a Joint Scheduling Committee in each Company-staffed Maintenance Base. Each Maintenance Base's Committee will be comprised of the Company and two (2) Union Maintenance Base representatives and will meet when necessary. It will be the duty of each Committee to analyze the existing schedule and to make recommendations to the Maintenance Base manager emphasizing productivity, work coverage, and Employee morale concerns. Upon receipt of recommendations, the manager or designee will, within five (5) working days, review and forward the recommendations to the Director of Maintenance for his review. Any refusal to implement the Committee recommendations



will be in writing with justification for the refusal within five (5) working days of receiving Committee recommendations and forwarded to the District 142 General Chairperson.

- I. Except as provided for in Article 5.G., no Employee will be required to work for more than sixteen (16) continuous hours.

## ARTICLE 4 – WAGE RULES

- A. Employees shall be paid during their regular working hours, bi-weekly on the Friday following the end of the preceding two (2) week period. Should the regular pay day fall on a holiday, Employees will be paid on the day preceding the holiday. Every effort will be made to continue the current practice of second and third shift Employees receiving their paycheck during their shift on Thursday. **The preferred method of pay disbursement will be through direct deposit.**
- B. **In the event that an Employee’s paycheck contains an error, the Employee will submit a payroll resolution to their supervisor. The Company will investigate the claim and then submit for payment. An error of less than eight (8) hours’ pay will be processed with the next payroll cycle. For an error greater than eight (8) hours, the Company will correct the discrepancy and make payment within five (5) business days.**
- C. No Employee shall, as a result of the implementation of this Agreement, suffer a reduction from the rate of pay he is receiving for his classification on the effective date of this Agreement.
- D. An Employee temporarily assigned during his shift to a lower-rated classification shall not have his rate of pay reduced for the period of the temporary assignment.
- E. Employees assigned by the Company temporarily to a premium pay position (e.g., Lead) will receive the premium pay for the entire shift. Such temporary assignments will be by seniority among available qualified Employees. As a result of the assignment to a premium position, the Company waives disciplinary action for operational decisions made by a Mechanic with less than one (1) year of Mechanic experience.
- F.
  - 1. An Employee promoted to a higher classification as set forth in Article 2.B. of the Agreement will receive the new rate for the new classification beginning on the day after the bid is awarded and will thereafter progress on the scale for the new classification based upon the date of entry into the classification.
  - 2. Except as provided for elsewhere in this Agreement, an Employee who moves to a lower classification as set forth in Article 2.B. of the Agreement, will receive the new rate of pay for the lower classification beginning on the day the Employee enters the lower classification, and will thereafter progress on the scale for the lower classification based upon date of entry into the lower classification.
- G. An Employee is not entitled to receive more than one (1) category of premium pay at a time.
- H. Any required drug and alcohol testing outside of an Employee’s regular scheduled shift will be paid at the applicable hourly rate.

## ARTICLE 5 – OVERTIME

- A. Overtime will be computed based on a forty (40) hour work week. Time and one-half (1.5 x pay) will be paid for hours worked after forty (40) work hours in a week, except as modified below. For the purposes of overtime calculation, only sick time and leaves of absence, unless otherwise required by law, will not count towards hours worked.
1. If an Employee has a combination of forty (40) hours (as denoted above) in a work week and is regularly scheduled for an eight (8) hour shift, he will be paid time and one-half (1.5 x pay) for hours worked between eight (8) hours and one (1) minute through eleven (11) hours and fifty-nine (59) minutes, and double time (2.0 x pay) for any hours worked over twelve (12) hours in a workday.
  2. If an Employee has a combination of forty (40) hours (as denoted above) in a work week and is regularly scheduled for a ten (10) hour shift, he will be paid time and one-half (1.5 x pay) for hours worked between ten (10) hours and one (1) minute through thirteen (13) hours and fifty-nine (59) minutes, and double time (2.0 x pay) for any hours worked over fourteen (14) hours in a workday.
  3. **If an Employee has a combination of forty (40) hours (as denoted above) in a work week and is regularly scheduled for a thirteen (13) hour and twenty (20) minute shift (see Article 3.A.2.), he will be paid time and one-half (1.5 x pay) for hours worked between thirteen (13) hours and twenty-one (21) minutes and seventeen (17) hours and nineteen (19) minutes and double time (2.0 x pay) for any hours worked in excess of seventeen (17) hours and twenty (20) minutes in a workday.**
- B. Overtime will not be pyramided.
- C. Employees will be granted a fifteen (:15) minute paid rest break after two (2) hours of overtime. After four (4) hours of overtime, Employees will receive a thirty (:30) minute paid lunch period.
- Example: Employee works more than two (2) hours, he will receive a fifteen (:15) minute paid rest. Employee works more than four (4) hours, he will receive a thirty (:30) minute paid lunch. Employee works more than six (6) hours, he will receive a fifteen (:15) minute paid rest. When Employee exceeds eight (8) hours, the cycle will repeat.
- D. Overtime shall be distributed as equally as possible among all qualified Employees in the respective classification at a Maintenance Base and on the shift where overtime is required by the Company. The Company will provide overtime distribution lists to be posted in each work area.
1. Names will be listed in order of classification seniority.
  2. The Manager, or his designee, who authorizes the overtime, will contact a Union Representative (as designated by the Union) on duty and advise the Representative of the job to be performed, any qualifications required, the approximate duration of

the job, and the number of Employees required. If no designated Union Representative is on duty, the Company will contact any member of the Collective Bargaining Unit. The Union Representative will contact the Employee(s) lowest on the overtime list to procure acceptance, non-acceptance, or no contact. To the extent feasible and at the discretion of the Company, an automated calling system for the Union Representative to use in the calling of the overtime list shall be made available at each Maintenance Base. It is the intent that such a system will be utilized so long as it can be done so in a cost-effective manner and is not unreasonably burdensome to administer. No Employee shall have a grievance against the Company if bypassed by the Union Representative. Management may contact Employees for overtime when it is impractical for the Union Representative to do so. Any Employee bypassed by Management may file a grievance. Employees bypassed for overtime due to a Company error will be permitted to work a like period at the rate of pay they would have made if they had worked the original overtime period. This overtime will be worked upon mutual Agreement between the Employee and the Company within thirty (30) days of the bypass. An Employee who is intentionally bypassed for overtime by the Company will be compensated for a like number of hours that are related to the overtime assignment without being required to work the hours.

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

8. If the overtime is for a period of less than three (3) hours and it is within one (1) hour of the end of the shift before it can be determined that overtime is necessary, the lowest Employee on the overtime list may be bypassed if the Employee is off duty. The overtime shall be offered to the Employee working the job if the job is in progress. If the Employee working the job declines the overtime, the lowest respective classification Employee on the overtime list, and still on duty, may be offered the overtime. If no Employees accept the offered overtime Management may then, in reverse seniority order, require an Employee on duty to continue the job, or the overtime list may be called.
  9. Employees required to attend mandatory meetings (**non-disciplinary**) or training on their scheduled day off will be paid a minimum of two (2) hours or actual time spent, whichever is greater, paid at their applicable rate. Employees reporting early or staying after a scheduled shift for mandatory meetings (non-disciplinary), or training will be counted as time worked and will be paid at the applicable rate. **The Company will attempt to schedule all disciplinary meetings while an employee is on shift. In the event this is not possible, the Company and the Union will attempt to schedule disciplinary meetings at a reasonable date and time, except that disciplinary meetings for Employees who are suspended or on a paid absence pending an investigation will be scheduled at a date and time which is mutually agreeable to the Union and Company.**
  10. No overtime shall be worked except by direction of the proper Management personnel of the Company.
- E. Unless mutually agreed otherwise, an Employee will not be solicited for less than eight (8) hours of work on a scheduled day off.
  - F. If an Employee is required to remain on duty past the end of his scheduled shift and in doing so would impede him from getting nine (9) hours of rest before his next shift, his next shift start time will be adjusted to allow for nine (9) hours of rest. The Employee would then report to work and work the remaining hours of his normal shift, or he may, with Management approval, elect not to report to work for his normal shift. If approved not to report to work for his next shift, the Employee's overtime will be protected. If Management requires the Employee to report to work, the Company will compensate him for the time missed during his shift. When more than one Employee is affected, reverse seniority will be used to determine who will be required to report to work.
  - G. Employees who volunteer to pick up open overtime must work the entire amount of overtime that is posted **unless otherwise mutually agreed at the time the Employee volunteers to work the overtime.** Employees who volunteer to pick up open overtime and by doing so would impede them from getting their required rest before the start of their next scheduled shift may be disqualified unless the Employee agrees to report for their next regularly scheduled shift.
  - H. These rules may be revised, when necessary, provided mutual Agreement is reached between Management and the Station Chief Steward with a copy to, and subject to the approval of, the General Chairperson and the Department Director.

## **ARTICLE 6 - FIELD SERVICE (“Road Trip”)**

- A. Employees involved in field service, special assignment or training away from their home Maintenance Base will receive an hourly per-diem allowance of **two dollars (\$2.00)** per hour to cover all incidental expenses (excluding lodging and transportation costs) incurred during such assignments. The Company agrees that it will pay the same hourly per-diem as provided to other contract Employees, but no less than **two dollars (\$2.00)** per hour. The per-diem allowance shall commence at the departure time of the Employee to field service, special assignment or training and will cease at the Employee’s return time. The Company has the option to provide a credit card on field trips in lieu of per-diem.
- B. Upon application to the department Director or his designee, an Employee may be given advance per-diem by the Company to cover expenses while away from their home Maintenance Base.
- C. **Field Service (“Road Trip”) Definition: When an IAM-covered PSA Maintenance Technician leaves their home assigned workstation, with little notice, to perform an unscheduled maintenance task. This does not include normal scheduled activities away from base (i.e., training or temporary duty assignments “TDY”). For purposes of this Article, the term “Road Trip” and “Field Service” have the same meaning. Further, a TDY assignment refers to a voluntary assignment to a station or location other than the station in which the employee is normally assigned in order to support operations for a known period of time.**
- D. **Field Service (“Road Trip”) Duty Time Limit: Due to the nature of road trips, a technician can only work for a continuous twenty (20) hours including hours worked before leaving on a road trip. At sixteen (16) hours the mechanic may be granted a rest period of nine (9) hours. The rest period will be away from the work site. The twenty (20) hour duty limit could be exceeded for travel purposes back to base at the discretion of the employee. Return travel may commence before the expiration of the twenty (20) hour duty limit.**
- E. **Field Service Compensation: When an Employee receives a work assignment away from the Employee’s Maintenance Base (e.g., a temporary assignment or to cover a vacancy temporarily) or is assigned training away from the Employee’s home Maintenance Base, the associated travel and waiting time will be considered work time and will be compensated at the applicable rate. However, time not on duty shall be excluded as work time. There will be no pyramiding of overtime pay with road trip pay during the actual road trip. Road trip hours will count towards hours worked for overtime purposes.**
- F. An Employee shall not be required to use their private vehicle on Company business, unless mutually agreed to. For any travel performed on Company business, Employees who use their private vehicle shall be paid at the same rate as provided to other contract Employees, but not less than the current Company policy rate per mile.

- G. When an Employee is sent alone on field service the Company will make arrangements to ensure there is another individual on site to provide immediate communication and safety surveillance.
- H. The Company will not require an Employee to travel on any aircraft powered only by a single reciprocating engine.**
- I. The Company will utilize part 121 or part 135 air carriers for all field service and training assignments. The Company will make available, upon request by the Shop Steward, a current list of approved air carriers. The Company will book Employees in accordance with current Company pass policy.
- J. Prior to initiating a field service trip to a Company staffed Maintenance Base, the overtime list at the Maintenance Base where the field service trip is needed will first be exhausted.
- K. For instances where a Maintenance Base may lack Mechanics experienced in the task at hand, the Company may deploy up to 50% of the Mechanics required to perform the task from another Maintenance Base.
- L. The Company can deploy more than 50% of the Mechanics required to perform the task only if the overtime list at the Maintenance Base, where the field service trip is needed, has been exhausted.
- M. If the requirements of a field service trip are not satisfied by Employees volunteering, Management may, in reverse seniority order among qualified Technicians, require Employees on duty to accept the field service trip. Any mandatorily assigned field service trip shall not encroach on an Employee's scheduled days off beginning with the end of the Employee's last regularly scheduled shift.**

## ARTICLE 7 – HOLIDAYS

### **A. RECOGNIZED HOLIDAYS**

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

New Year's Day	Christmas Day
Thanksgiving Day	Independence Day
Memorial Day	Labor Day

2. In addition to the above holidays, Employees shall receive the following personal days:
  - a. Employees who have completed the probationary period will be allowed two (2) personal days (8, 10 or 13 hour shift) per calendar year.
  - b. Employees with three (3) years of service with the Company shall receive three (3) personal days (8, 10 or 13 hour shift) per calendar year.
  - c. Employees with four (4) years of service with the Company shall receive four (4) personal days (8, 10 or 13 hour shift) per calendar year.
  - d. These personal days may be taken at any time, subject to seven (7) calendar days' notice and Company approval. The days may be taken in hourly increments. The Company will respond within four (4) calendar days. The seven (7) days' notice may be waived by the Company in the event of an emergency or as may be mutually agreed upon.

- B. To be entitled to receive holiday pay, the Employee shall have worked his assigned shift immediately preceding the holiday and also his assigned shift immediately following the holiday, unless excused by the Company or absent due to illness or injury certified by a physician. Holiday pay will not be paid to an Employee on a leave of absence or to an Employee scheduled to work on such holiday who is absent and is not excused by the Company or certified to be ill or injured and unable to work by a physician.
- C. Employees who work on one (1) of the foregoing holidays shall receive, in addition to holiday pay at their straight time rate, overtime rates applicable in accordance with Article 5 for the hours worked on such holiday. Should any holiday fall on an Employee's day off, such Employee shall receive the applicable holiday pay.
- D. The manager or Supervisor of a Maintenance Base, shop or shift will review the workload and flight schedule for each holiday prior to the holiday to determine whether the full complement of personnel is necessary. If it is determined that a full complement is not necessary, a notice will be posted fourteen (14) calendar days before the holiday indicating the number of available positions to be worked. Any Employee who is scheduled to work and is interested in working the holiday must sign the list within five (5) calendar days. If



there are an insufficient number of volunteers for the holiday, then Employees who are scheduled to work will be assigned in reverse seniority order.

E. Compensatory Days

1. An Employee who is required to work (scheduled to work) on a holiday may, at his option and upon notification to his Supervisor, elect to work at time and one-half rate on these holidays and receive one (1) paid compensatory (“comp.”) day off at his regular straight time rate for each day worked, in lieu of holiday pay.
2. Such time off must be taken as a comp/swap. Employee taking the comp. day off must arrange for another qualified Employee to work his shift. The Employee working his shift will be compensated at the straight time rate and must be able to work his own normal shift(s) as scheduled. The Company may, at its sole option, grant the comp. day request without requiring the comp/swap provisions based on the needs of service.
3. Employees not scheduled to work, or scheduled to work but not required to work, on the above-mentioned holidays, will be compensated for the day equal to the number of regularly scheduled hours at their regular straight time rate and shall receive no additional time off, or may at his option receive one comp. day off at his regular straight time rate. Such time off will be taken as outlined in item #2 above.
4. Any Employee wishing to use a comp. day must provide the Company with no less than five (5) days and no more than fourteen (14) days written notice. The granting of a comp. day will be made no more than seven (7) days nor less than three (3) days before the day requested. When more than one Employee requests a comp. day, seniority under the Agreement will govern. Once granted, senior Employees will not be permitted to take comp. days already awarded to a junior Employee. If an Employee gives less than the minimum required five (5) day notice, the Company may, at its sole option, grant the comp. day request under the provision outlined in item #2 above.
5. The maximum number of comp. days to be accrued will be three (3) days. Thereafter, no further accrual will be permitted, and the Employee will be paid the applicable rate for the holiday.
6. All comp. days not taken by December 31<sup>st</sup> in the year earned will be paid at the straight time rate of pay by January 31<sup>st</sup> of the next year.
7. The priority for the granting of comp. time off will be as follows: Personal Day (PDO), Day-at-a-Time (DAT) vacation then comp. day off (holiday).
8. Comp. time accrued through the last day of work will be paid to any Employee leaving the service of the Company.

## ARTICLE 8 – VACATIONS

- A. **Vacations earned will be on a yearly basis based on the month in which the Employee was hired. In the event an Employee's hire date is recalculated, their vacation anniversary date will be recalculated as well.**
- B. **Vacation pay shall be computed on the basis of an Employee's regular hourly rate at the time the vacation is taken. Vacation taken by an Employee will be on the basis of that Employee's current scheduled shift (i.e., days at a time).**
- C. **An Employee who transitions to the next higher accrual will be able to, at the time of the vacation bid, bid the additional time. If an Employee resigns or is terminated after having received more paid vacation than he has earned, will have the excess deducted from his final paycheck.**

Vacation shall be earned in accordance with the following:

- 1. After completing one (1) year of service, forty (40) hours of vacation will be earned.
  - 2. After completing two (2) years of service, eighty (80) hours of vacation will be earned.
  - 3. After completing seven (7) years of service, one-hundred twenty (120) hours of vacation will be earned.
  - 4. After completing fourteen (14) years of service, one-hundred sixty (160) hours of vacation will be earned.
  - 5. After completing twenty (20) years of service, two hundred (200) hours of vacation will be earned.
- D. Within fourteen (14) calendar days after completion of the shift and days off bids in accordance with Article 3(D), the Company will post a vacation bid list at each Maintenance Base. The Employees in seniority order will bid for vacation periods or indicate their desire to take their vacation at a later time. An entire line of fifty-two (52) weeks shall be made available for vacation bidding by at least one (1) Employee by classification within the Maintenance Base. A senior Employee will not be permitted to delay bidding so as to deny a more junior Employee an opportunity to bid his vacation. Each Employee will have no more than twenty-four (24) hours to bid their vacation, or they will be bypassed. Once a senior Employee is bypassed, he will not be able to bid a period assigned to a junior Employee. If shift schedules change or an Employee bids a different shift or another Maintenance Base, the Employee will retain their bid vacation if the period is available. An Employee, with the Company's approval, may change or cancel their vacation period. Once the bidding is final, the list will be posted.
  - E. Vacations are not cumulative and must be taken in the calendar year following the year in which they are accrued unless a scheduled vacation is deferred to the following year at the

Company request. Vacation accruals in excess of forty (40) hours cannot be carried over into the next calendar year, unless scheduled vacations are canceled at Company request. Any DAT vacation which has not been used by the end of the calendar year due to the Company's request may be carried over into the next calendar year or paid out to the Employee, at his request, no later than the 2<sup>nd</sup> pay period in the month of January.

- F. Vacation days not bid in accordance with paragraph F above will be awarded any time during the calendar year on the basis of first come, first serve with fourteen (14) calendar day's written notice unless otherwise mutually agreed upon. If two (2) Employees ask for the period off at the same time, then the senior Employee (most time within the bargaining unit) will be given the time off. Seniority within the bargaining unit shall prevail when bidding vacations.
- G. Vacations may be taken on a day at a time (DAT) basis. DAT vacation may be taken singularly or consecutively. An Employee may request and will be granted DAT vacation subject to the Company's prior approval. DAT approval will be on a first come, first serve basis however, no request may be filed more than fourteen (14) calendar days in advance or less than five (5) calendar days prior to the day(s) off requested unless otherwise mutually agreed upon. If more than one (1) Employee on the same day requests the same day off and all requests cannot be granted, then the most senior Employee(s), based on seniority under this bargaining unit, will be given the day off.
- H. **An Employee with a vacation balance of less than a complete scheduled day will be able to take that amount of time as he would a day/week of vacation. If an Employee is left with an amount of vacation hours that will not cover a full shift, he shall have the option of covering the balance of time with hours from any other approved time off, excluding sick and similar leaves.**
- I. Vacation periods must be approved or denied by the Company within five (5) days of the request. If denied, a reason in writing must be given for the denial.
- J. An Employee who resigns and has given the Company fourteen (14) calendar days' advance written notice of his intention to resign will be entitled to his earned vacation pay up to the effective date of resignation. An Employee who is discharged for cause, or who resigns with less than fourteen (14) calendar days' notice, shall not be entitled to vacation pay **so long as it does not violate any federal, state, or local law.**
- K. An Employee who is laid off, on a leave of absence, dies, or enters military service, shall be entitled to receive pay for unused vacation. Vacation pay will be prorated and paid out to the Employee or beneficiary.
- L. If a holiday(s) specified in Article 7 falls on a normally scheduled workday within an Employee's vacation period, the vacation period may be extended by the same number of day(s) immediately preceding or following the scheduled vacation period at the Employee's request.
- M. Company seniority shall govern the award and selection of vacation days unless otherwise noted in this Article.

- N. A vacation will only be cancelled when the needs of service necessitate the postponement. Vacations will be cancelled in reverse seniority order when applicable. Prior to cancelling vacations, the Company will solicit requests for voluntary vacation cancellation. If an Employee's vacation is cancelled and the Employee has made a non-refundable deposit in reliance on the vacation schedule, the Company will reimburse the Employee the deposit upon presentation of satisfactory documentation.
  
- O. If an Employee is denied a requested DAT day due to needs of service, and subsequently arranges for another qualified Employee to work in his place, the Employee who works in his place shall be paid for the day at his appropriate straight time and a DAT day will be paid to the Employee who has the day off. Any such request must be approved by the Department Director or his designee.

## ARTICLE 9 – SENIORITY

- A. Company seniority under this Agreement shall be defined as length of continuous service with the Company.
  
- B. Classification seniority shall accrue from the time the Employee enters the classification (provided he successfully completes the probationary period) until he leaves that classification except an Employee moving from a lower to a higher classification shall retain and continue to accrue seniority in all lower classifications in which he worked.
  - 1. The date of entering a classification shall be established as one (1) day after the closing date of the bid, for seniority purposes only. The work classifications to be recognized for seniority purposes shall be available in electronic format at each Maintenance Base.
    - a. **An Employee who is involuntarily moved into an equal or lower rated classification, for reasons other than demotion, shall retain and continue to accrue seniority in his former classification. The Employee shall continue to be paid premium pay for thirty (30) days.**
  
    - b. **An Employee who is demoted into an equal or lower rated classification because of a disciplinary or performance issue based on just cause will retain accrued seniority but cease accruing seniority in the classification from which he was demoted.**
      - i. **An Employee who is demoted to an equal or lower rated premium classification in which seniority is held will be allowed to exercise seniority into an equal or lower rated classification in that maintenance base.**
  
      - ii. **If classification seniority from above in paragraph B.1.b.i. is not exercised, it will be retained but cease accruing. The Employee will then be required to move back to the Aircraft Mechanic classification in the maintenance base from which demoted.**
  
      - iii. **Discipline that is overturned as a result of a grievance will restore an Employee's classification seniority and position forthwith.**
  
    - c. An Employee who voluntarily moves into a lower rated classification shall retain, but not accrue, seniority in his former classification.
  
    - d. An Employee who voluntarily moves into an equal rated classification shall retain and continue to accrue seniority in his former classification. For purposes of this paragraph, an Aircraft Mechanic and Avionics Technician will be considered equally rated classifications. Tentative Agreement

- C. Classification seniority shall govern all Employees covered by this Agreement in preference of shifts, days off, layoffs, re-employment after layoffs, displacements, demotions, transfers and in bidding for vacancies provided that in each case, the Employee meets the qualifications for the job. (Seniority shall not be considered for promotions to Supervisory positions or positions not covered by this Agreement.)
- D. When retained in service after the probationary period, the names of such Employees shall then be placed on the seniority list for their respective classifications in accordance with Article 9.B.1. To decide the position of two (2) or more Employees on the seniority list whose date of entry into a classification is the same, the following procedure will be used in the sequence as outlined:
1. Date of becoming a Company Employee.
  2. In the event there is a tie of Company seniority and/or no Company seniority among the group of Employees, a representative from Human Resources (HR) shall determine the order of Classification seniority by using the last four (4) numbers of each Employee's Social Security Number (SSN) and place them in order from highest number (most senior) to the lowest number (most junior) to establish their Classification Seniority.
  3. If after the process in number 2 above, their still remains a tie, the HR representative shall continue to add numbers from right to left from the end (i.e., last five (5), last six (6), etc.) until there is a highest (senior) to lowest (junior) order thereby breaking the tie.
- E. **All newly hired Employees for positions within the bargaining unit will be considered probationary Employees up until the end of their regular shift after completion of one hundred eighty (180) calendar days . The Company may extend a probationary period with Union General Chairperson approval in thirty (30) calendar day increments. Additional increments of thirty (30) calendar days may be requested with no limit on requested extensions so long as they are agreed upon.**
1. **During the first sixty (60) calendar days of his probationary period, the Employee may be assigned shifts and duties without regard to seniority for the purpose of training and evaluating the Employee. At no time will this assignment cause a more senior Employee to be displaced from his current shift.**
  2. **When management performs evaluations of newly hired probationary Employees at whatever increments the Company determines are sufficient, they may consult with any Union member in a premium position about that evaluation. No Union member consulted will have the ability to make any determinations for the Company.**
  3. **In the event a probationary Employee is granted a leave of absence, upon the Employee's return to work the probationary period will be extended by the number of calendar days remaining to complete the probationary period.**

- F. All probationary Employees shall enjoy all benefits of the terms of this Agreement unless otherwise expressly provided for, except that the Company's discipline/discharge of a probationary Employee shall not be subject to the grievance procedure.
- G. All Employees permanently transferred to a new classification shall be subject to a probationary period of one-hundred and twenty (120) calendar days from the date of entering the classification, and during such probationary period, will be returned to his prior classification if the Company determines he is not progressing satisfactorily in the new Classification.
- H. An Employee will lose his seniority, and his name shall be removed from the seniority list and his employment with the Company terminated for any of the following conditions:
1. Employee quits or resigns.
  2. Employee is discharged for just cause.
  3. Employee is absent from work for three (3) consecutive workdays without properly notifying the Company of the reason for his absence.
  4. Employee does not inform the Company in writing or by another Company prescribed method of his intention to return to service from layoff within five (5) calendar days of delivery of notice from the Company offering him recall. Laid off Employees shall not be required to accept a temporary job, and the Company shall notify the Employee(s) if a recall is for a temporary position.
  5. Employee does not return to the service of the Company on or before a date specified in the notice from the Company offering him recall from layoff, which date shall not be prior to fourteen (14) calendar days after the delivery of the certified letter or overnight express mail with receipt of notice provided, however, that this paragraph shall not apply to offers of temporary work or recalled to another Maintenance Base at time of layoff.
  6. All notices required to be sent under this section shall be delivered in person or sent by a tracked delivery method to the last known address filed by him with the Company. The Employee is responsible for providing an updated address.
  7. The Employee is not recalled after having been on layoff status from the Company for a continuous period of thirty-six (36) months.
  8. An Employee accepts gainful employment while on leave of absence, where said employment was not specifically authorized.
  9. An Employee gives false reason for obtaining a leave of absence.
  10. An Employee fails to return to work after medical leave or upon medical certification of ability to work. If there is a dispute concerning the Employee's

ability to return to work; the dispute will be resolved by the opinion of a physician mutually agreed upon. The cost of such physician will be shared equally the Company and the Employee.

11. An Employee fails to return to work upon expiration of a leave of absence.
  - I. All reductions in force shall be in inverse order of seniority by classification. Employees whom the Company intends to lay off will be given (14) fourteen calendar days advance notice or pay in lieu thereof, except in cases of emergency, strikes, acts of God or other causes beyond the control of the Company. The fourteen (14) calendar day notice provision shall not apply to Employees displaced by laid off Employees exercising their options as set out below. Laid off Employees shall notify the Company of their option within five (5) calendar days, and displaced Employees will be notified as soon as possible, but with no less than five (5) calendar days' notice thereafter. Laid off Employees must exercise their options; to the extent they are available, except that they may elect layoff status without regard to the availability of other options.
    1. An Employee who is to be laid off or displaced from his classification may displace the most junior Employee in his classification at his Maintenance Base. If there is no junior Employee in his classification at the Maintenance Base, the Employee may displace the most junior Employee in a lower rated classification at his Maintenance Base provided he has greater Company seniority.
    2. An Employee who is to be laid off will be provided a list of junior Employees and vacancies at other Maintenance Bases on the system.
    3. If no junior Employees or vacancies exist at the Maintenance Base, the furloughed Employee who is to be laid off may displace the most junior Employee in his classification, provided the Employee has greater classification seniority or a lower classification at another Maintenance Base on the system provided he has greater Company seniority.
    4. Laid off Employee's shall retain and continue to accrue seniority. However, longevity for purposes of pay and vacation progression shall accrue for the first thirty (30) days.
  - J. In cases where an Employee is recalled from layoff or he is recalled to a higher Classification from which displaced, such cases shall be handled in accordance with the following:
    1. Recalls from layoffs shall be in order of classification seniority. Employees laid off from a Maintenance Base will be offered the first right of recall prior to posting of any openings.
      - a. In order to retain recall rights, the Employee must, at all times, keep the Company informed of his current address.
      - b. An Employee recalled from layoff must advise the Company of his intent to return within five (5) days of receipt of the recall notice. The return date



will be mutually agreed upon, but the Employee must report no later than within fourteen (14) days per Article H.5. above.

2. Return to a higher Classification from which an Employee has been displaced shall be in order of Classification Seniority. An Employee displaced from a Classification will be offered the first right of refusal prior to posting of any openings.
  - a. An Employee offered the first right of refusal to a position from which displaced, must advise the Company of his intent within five (5) days of receipt of the offer.
  - b. An Employee declining the first right of refusal to a higher Classification at the same Maintenance Base from which displaced shall maintain, but not continue to accrue, seniority in the higher Classification.
  - c. An Employee shall not have the first right of refusal to a higher Classification in another Maintenance Base in which the displacement did not occur.
- K. An Employee offered recall from layoff to a different Maintenance Base, will be provided transportation on the Company's system in accordance with Company pass policy for the purpose of visiting the Maintenance Base to determine whether to accept the position offered.
- L. In the event an Employee's work is geographically relocated, he may either exercise his right to follow his work to the new Maintenance Base or utilize the provisions of Paragraph I of this Article; provided, however, that Paragraph I.1. may be utilized only if the Employee(s) who would be displaced are qualified to follow the work to the new Maintenance Base.
- M. **Effective as of November 15 and July 15 of each year, the Company will update the system seniority list(s) which shall contain, in their proper order, the names of all Employees in each job classification, their classification seniority date(s), Company hire date and their respective station.**
  1. **Copies of seniority lists will be made available to all Union members via electronic means on the Company's intranet.**
  2. **Employees shall have the ability as of the posting of a seniority list to protest within thirty (30) days, in writing, to the Company. A filed protest is restricted to errors, omissions, or incorrect postings affecting an Employee's classification seniority date. Any typographical or administrative errors may be corrected at any time.**
- N. Employees promoted to Supervisory positions or transferred to other positions not covered by this Agreement will retain and continue to accrue seniority in the classification from which they were promoted for a period of one (1) year. At the expiration of the one (1)

year period, such Employee will lose all classification seniority and rights to return to the bargaining unit. **An Employee may only exercise the right to return to the bargaining unit one (1) time. Once that option is exercised, there shall be no further classification seniority protections or rights to return to the bargaining unit.**

Note: The definitions of “layoff” and “displacement” shall be as follows:

1. Layoff - the act of ending the employment of an Employee on the seniority list due to a reduction in the number of, or the elimination of, positions in the Employee’s Classification. An Employee who is placed on layoff status shall be eligible for recall in accordance with the recall provisions of Article 9.I. of the Agreement.
2. Displacement - the act of an employee exercising his/her seniority in accordance with Article 9 B., H., or K. of the Agreement to displace a more junior Employee in another Classification due to the reduction in the number of, or the elimination of, positions in the Employee’s Classification, and the Employee’s inability to hold a position in his/her affected Classification due to insufficient Classification Seniority.

## **ARTICLE 10 – VACANCIES AND POSTED JOBS**

### **A. General**

- 1. A permanent vacancy is defined as a vacancy which is created as the result of a technician vacating a position or an increase in headcount.**
  - a. When an Employee successfully bids a permanent vacancy at another Maintenance Base, it will be considered a voluntary move. When an Employee is released from his current assignment, a reasonable length of unpaid time, not to exceed thirty (30) calendar days, will be allowed to report to the new Maintenance Base unless otherwise mutually agreed.**
  - b. An Employee who submits a bid for a permanent vacancy may withdraw their bid prior to the closing date or up to a period not to exceed three (3) calendar days once the bid is awarded. An employee who withdraws an awarded bid after three (3) calendar days will not be allowed a subsequent bid for any vacancy in the same classification for a period of six (6) months. In the event of a withdrawal, if there was a qualified secondary bid, the award will be presented to the next qualified bidder, in accordance with Article 9.B.1.**
    - i. An Employee awarded and assuming a premium position may not bid on another position within the Company for a period of six (6) months, unless mutually agreed upon by the technician, Company, and Union.**
    - ii. If an Employee is removed from a premium position for performance reasons, he may not bid the same premium position from which he was removed for a period of six (6) months. Any technician demoted for performance must requalify through the Joint Selection Process in Paragraph F.**
- 2. An ad hoc vacancy is from one (1) to seven (7) calendar days. Those vacancies will be filled by Department leadership discretion so long as it is voluntary by classification seniority among the qualified Employees from within the classification. When no qualified Employee is available within the classification, a qualified Employee from a lower classification may be solicited or a qualified technician of the same classification may be assigned.**
- 3. A short-term temporary vacancy is defined as a vacancy in length of eight (8) to thirty (30) calendar days.**
- 4. A long-term temporary vacancy is defined as a vacancy in length of thirty-one (31) calendar days not to exceed ninety (90) calendar days pending the completion of the Joint Selection Process. For periods longer than ninety (90)**

days, the Union and Company will confer about the temporary vacancy before exceeding the above limit of ninety (90) calendar days.

5. **When changes are needed on a temporary basis for any of the vacancies listed in the above paragraphs A.2. through A.4., there will be a minimum of seven (7) calendar days' notice given to the affected Employee(s) and will not disrupt an Employee's approved time off. However, less notice may be given, and/or scheduled time off may be disrupted by mutual Agreement between the Company and the affected Employee(s). Temporary vacancies will be assigned in work week increments.**

**B. Permanent Vacancies – Non-premium Classifications (Aircraft Mechanic/Cleaners)**

1. **When a permanent vacancy in a non-premium classification (Aircraft Mechanic/Cleaner) is posted at a Maintenance Base, the Maintenance Manager, or his designee, will pull the Preference Bid Sheets (PBS's) which indicate the Employees' choices for shift and days off. The most senior Employee in the classification at the Maintenance Base who selected the shift and days off of the vacant position will be awarded the position. The most senior Employee's position that was vacated will then be awarded to the most senior Employee with a PBS on file for that shift and days off. The Bid process will then stop, and the next opening will be filled by the following preferential order: a recall under Article 9, transfer in, temporary assignment, or by new hire.**
2. **Each Employee must complete his shift/days off PBS and provide a copy to his Supervisor. An Employee may designate up to three (3) choices of shift(s)/days off on their PBS. The PBS's must be signed and dated by both the Employee and the Supervisor. An Employee may change and resubmit his PBS at any time prior to a vacancy being posted. (Example: If a vacancy is posted on Tuesday, the cut-off date for submitting a PBS would be the previous day which would be Monday.) As a part of the process of awarding the vacancy, all three (3) choices contained on the most senior Employee's PBS must not match the vacancy in order to move to the next Employee. Once the vacancy has been filled, Employees may submit a new PBS. The only valid PBS is the most recent signed and dated PBS on file.**
3. **If after the process described above in paragraph B.1. and B.2. has been completed and any vacancy has not been filled, and the Company wishes to fill the vacancy, notice of such vacancy shall be posted digitally at all Maintenance Bases for a period of seven (7) calendar days. Such posting will specify the classification, minimum qualifications, Maintenance Base, shift, hours of service, shop, ("shop" is defined as the area of primary job duties) days off and the closing date. An Employee desiring to be considered for the job shall submit a bid during the seven (7) day period. Bids shall be submitted to the Talent Management Department on a standard Company form and must be dated and postmarked or received prior to the closing date of the posted vacancy.**

**C. Permanent Vacancies – Premium Classifications (Maintenance Controller, Inspector, Lead Mechanic and Maintenance Training Instructor)**

- 1. When a permanent vacancy in a premium classification (Maintenance Controller, Inspector, Lead Mechanic, and Maintenance Training Instructor) is posted at a Maintenance Base, the Department leadership, or his designee, will pull the Preference Bid Sheets (PBS's) which indicate the Employees' choices for shift and days off. The most senior Employee in the classification at the Maintenance Base who selected the shift and days off of the vacant position will be awarded the position. The most senior Employee's position that was vacated will then be awarded to the most senior Employee with a PBS on file for that shift and days off. The Bid process will then stop, and the next opening will be filled by the following preferential order: a recall under Article 9, transfer in, temporary assignment, or by new hire.**
- 2. Each Employee must complete his shift/days off PBS and provide a copy to his Supervisor or Manager. An Employee may designate up to three (3) choices of shift(s)/days off on their PBS. The PBS's must be signed and dated by both the Employee and the Supervisor or Manager. An Employee may change and resubmit his PBS at any time prior to a vacancy being posted. (Example: If a vacancy is posted on Tuesday, the cut-off date for submitting a PBS would be the previous day which would be Monday.) As a part of the process of awarding the vacancy, all three (3) choices contained on the most senior Employee's PBS must not match the vacancy to move to the next Employee. Once the vacancy has been filled, Employees may submit a new PBS. The only valid PBS is the most recent signed and dated PBS on file.**
- 3. If after the process described above in paragraph C.1. and C.2. has been completed and any vacancy has not been filled, and the Company wishes to fill the vacancy, notice of such vacancy shall be posted digitally at all Maintenance Bases for a period of seven (7) calendar days. Such posting will specify the classification, minimum qualifications, Maintenance Base, shift, hours of service, shop, ("shop" is defined as the area of primary job duties) days off and the closing date. An Employee desiring to be considered for the job shall submit a bid during the seven (7) day period. Bids shall be submitted to the Talent Management Department on a standard Company form and must be dated and postmarked or received prior to the closing date of the posted vacancy.**

**D. Temporary Vacancies – Non-Premium Classifications (Aircraft Mechanic/Cleaners)**

- 1. Short-term temporary vacancies will be filled at Department leadership discretion so long as it is voluntary by classification seniority among the qualified Employees from within the classification. When no qualified Employee volunteers, the junior qualified Employee may be assigned.**
- 2. Long-term temporary vacancies may be filled at the discretion of the Company. A notice of such vacancy shall be posted digitally at the**

**Maintenance Base for a period of seven (7) calendar days. Such posting will specify the classification, shift, hours of service, days off and the closing date. A technician desiring to be considered for the vacancy shall submit a bid during the seven (7) day period. The vacancy will be awarded based on classification seniority. If there are no bids for the vacancy, the junior qualified Employee may be assigned.**

- 3. At the conclusion of the temporary vacancy period, the technicians who filled the vacancy will return to their previously awarded schedule.**

**E. Temporary Vacancies – Premium Classifications (Maintenance Controller, Inspector, Lead Mechanic, Maintenance Training Instructor)**

- 1. Short-term temporary vacancies will be filled at Department leadership discretion so long as it voluntary by classification seniority among the qualified Employees from within the classification. When no qualified Employee volunteers, the junior ~~another~~ qualified Employee may be assigned.**

- 2. Long-term temporary vacancies may be filled at the discretion of the Company. A notice of such vacancy shall be posted on the Company bulletin board at the department location for a period of seven (7) calendar days. Such posting will specify the classification, shift, hours of service, days off and the closing date. A technician in the same classification desiring to be considered for the vacancy shall submit a bid during the seven (7) day period. The bid will be awarded based on classification seniority. If there are no bids for the vacancy, the junior qualified Employee may be temporarily assigned.**

- 3. At the conclusion of the temporary vacancy period, the technicians who filled the vacancy will return to their previously awarded schedule.**

**F. Filling of Maintenance Training Instructor, Lead, Maintenance Controller and Inspector Vacancies - Joint Selection Process.**

- 1. General**

The Company shall be tasked with the administration of this process and all associated training required. Any process, element or issue not addressed or otherwise not contained in this **Article 10.F.**, may be developed and implemented outside of this Collective Bargaining Agreement, however, any such process must be mutually developed and agreed to by the Company and Union.

All Classifications listed above in **paragraph F**, shall have qualifications established by the Company that must be met by the applicants.

In any instance where an Employee with prior classification seniority submits for a vacancy, he shall be awarded the position by classification seniority and this process shall not apply so long as he previously held the position, and the Employee was not previously removed for performance issues via progressive discipline. An

Employee with performance issues shall have to requalify per the then-effective qualifications.

This selection process may not go into effect until an associated training program is developed and mutually agreed upon. All personnel, Company or Union, must complete the interview training program to perform interviews for this selection process.

When a vacancy exists in the above listed classifications, and no Employee with established classification seniority applies, the position shall be awarded using the procedures set forth in the following paragraphs.

## 2. Joint Selection Committee Structure

The Joint Selection Committee shall be comprised of equal representation consisting of one (1) person selected by the Company, and one (1) Union member selected by the Union. The Union member must be working in one of the classifications, preferably the classification which is being selected, listed above to participate on the Committee. All members participating on the Committee must have attended and completed a training program developed and mutually agreed to by the Company and Union. It is preferable, but not a requirement, to have qualified personnel from each Maintenance Base. There is no requirement for the Committee members to be from the Maintenance Base where the vacancy exists or for the Company and Union member to be from the same Maintenance Base.

Once the Committee is empaneled, it shall process to completion each vacancy it is tasked to decide. When an empaneled Committee cannot complete the process for a given vacancy, the process must be restarted with a new committee that shall process the vacancy to completion.

A **Talent Management** representative shall be a part of the Joint Selection Committee.

A member designated by the Company, and/or the assigned General Chairperson, may act in an advisory capacity at any time to either Committee member concerning this process and any associated aspects.

## 3. Interview Scheduling

As soon as any posted vacancy in the above listed Classifications is identified as having no applicants with prior Classification seniority, **Talent Management (TM)** shall move to empanel the Joint Selection Committee from qualified participants as listed in the above paragraph **F.2.** and move to begin the process within two (2) weeks of the bid closing date.

**TM** shall identify the applicants who meet the qualifications and then begin to coordinate the scheduling of interview date, times, and location with the Joint Interview Committee.

Once coordinated, all qualified applicants shall be notified either by Company email, or by telephone at their work location or through a number they have on record with the Company.

Any Employee, once scheduled, who fails to interview during their assigned date and time, shall not be rescheduled. If an Employee fails or declines to interview, only the remaining qualified candidates shall be interviewed.

This process is not intended to create an overtime situation paid to an applicant being interviewed (e.g., for travel, interview time, waiting time, etc.) outside of his normally scheduled shift. Whenever possible, interviews shall be conducted during the Employee's regularly scheduled work shift/day/week at the Maintenance Base where the Employee works, or if needed, the Company may opt to fly the Employee to another Maintenance Base at the Company's expense (i.e., hotel, per diem and lost time) if it is mutually agreeable to both parties.

If an Employee must interview on their day off at a location that is not their home base, management may temporarily change that Employee's schedule.

#### 4. Interview Process

The process is intended to allow the Joint Selection Committee members to complete an objective evaluation of each applicant. Each interview shall use a list of standardized questions selected from the master list that allows the Committee members to grade the applicants' answers on a point-based system and record the results during the interview process. The same questions chosen from the master list must be used across all the applicants interviewed.

At the end of the interview process, the Committee shall review and tabulate the results. A mutually agreed upon threshold value will be used to determine which candidates will be considered for the position. The senior person from all candidates who score above the established threshold will be awarded the position. If no applicant scores above the established threshold, then the position may be filled per Article 10.C.1. All information generated by the Joint Selection Committee shall be considered confidential and not discussed with anyone outside of the process.

#### 5. Joint Selection Process Completion

The successful applicant shall be notified by Talent Management of the award. The notification shall be in person whenever possible. The successful applicant's classification seniority date and pay shall begin on the date of award.

All applicants who participated in the interview process but were not awarded the position shall be notified by Talent Management in person or by phone if needed. The Employee shall be offered an opportunity to receive feedback from the interview process (Union or Management) for future career development. A



candidate may request an independent review of the decision through the PSA **Legal, Labor, and** Employee Relations department and the General Chairperson or their designee.

## ARTICLE 11 – SICK LEAVE AND OCCUPATIONAL INJURY LEAVE

- A. The purpose of sick leave is to protect Employees against loss of pay for time lost because of illness or injury not covered by Worker's Compensation. Full-time Employees shall accrue four (4) hours of sick leave for each month of active service cumulative up to a maximum of five hundred (500) hours. Employees must be in a compensated pay status for eighty (80) hours in a month in order to accrue sick leave for the month.
- B. An Employee absent due to illness or injury outside of work shall be compensated for the time missed (exclusive of overtime) up to the extent of his sick leave credit, and such time will be deducted from his accumulated sick leave bank.
- C. It is agreed that the Union will cooperate with the Company wherever possible to combat any abuse of the sick leave provisions of this Agreement. Any Employee who uses sick leave for any other purpose than **for their own** illness/injury will be subject to disciplinary action by the Company, up to and including discharge.
- D. A new Employee shall begin to earn sick leave from the first day **of work, but it will not be available to them until they have completed their probationary period.**
- E. An Employee who reaches sick leave accrual of three hundred sixty (360) hours may convert one hundred (100) hours of sick leave to eighty (80) hours of additional vacation. An Employee must use a minimum of one hundred (100) hours but no more than one hundred (100) hours at any one time to convert to vacation. The Employee will have the option to receive the cash equivalent in lieu of additional vacation days.
- F. Occupational injury benefits will be governed by applicable Workers' Compensation laws. It is the Employee's responsibility to report all such injuries to his Supervisor immediately. In the event an Employee is eligible for Workers' Compensation benefits and there is a waiting period before benefits commence, the Employee may utilize sick leave during the waiting period to the extent sick leave has been accrued. Should Workers' Compensation benefits subsequently be paid for the same period, the duplicate sick leave will be deducted from the Employees' next paycheck and his sick leave bank will be credited accordingly.
- G. During an Occupational Injury Leave an Employee shall retain and accrue seniority; however, longevity for purposes of pay and vacation progression shall accrue only for the first thirty (30) days of such leave. An Employee may be on an Occupational Injury Leave for a period not to exceed three (3) years.
- H. Employees who leave the Company voluntarily with twenty-five (25) years of service or more may cash up to five hundred (500) hours of accrued sick leave at fifteen dollars (\$15.00) per hour. Should an Employee die while employed by the Company, the Company will cash up to five hundred (500) accrued sick hours at fifteen dollars (\$15.00) per hour and pay to the Employee's beneficiary or estate.

## **ARTICLE 12 – JURY DUTY**

- A. When an Employee is called for service as a juror, he will notify his Supervisor immediately and provide him with a copy of the Summons.
- B. The Employee will be paid his regular straight time earnings for each day scheduled to work that he serves on a jury up to a limit of his regularly scheduled hours per day and forty (40) hours per week. An Employee who serves over one (1) week of jury duty shall endorse and turn over to the Company any pay received less travel expenses provided to him by the court.**
- C. When an Employee is summoned to report to jury duty, he will be temporarily assigned to Monday through Friday on day shift. Once an Employee is released from jury duty responsibilities, he shall immediately contact local management at his assigned Maintenance Base in order to complete his temporarily assigned schedule and to coordinate a transition back to his originally bid schedule.**

## ARTICLE 13 – DEATH IN THE FAMILY

- A. In the event of a death in the immediate family, time off with pay for up to three (3) workdays, including the day of the funeral, will be granted to Employees who are in an active work status with the Company. The Company reserves the right to request verification of death. Unusual circumstances concerning other than immediate family members, or the amount of time needed, will be granted on a case-by-case basis. Such time may be taken on an unpaid basis, charged against vacation accruals, or otherwise accounted for based on individual circumstances and manpower requirements. Approval will not be reasonably withheld.

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

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

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

Note: In instances where other covered work groups or Company policy provides for someone in addition to those listed above, then the same shall be provided to those Employees covered by this Agreement.

- C. Payment shall be at the Employee's regular rate of pay for his regularly scheduled shift hours (excluding overtime).
- D. Payment will not be granted for the Employee's normal days off.
- E. If a death in the immediate family occurs during an Employee's vacation, vacation time should be rescheduled upon Agreement between the Company and the Employee.
- F. Employees will be given passes in order to attend the funeral outlined in this Article 13 in accordance with Company pass policy.

## ARTICLE 14 – LEAVES OF ABSENCE

### A. PERSONAL LEAVE OF ABSENCE

When the requirements of the service will permit, any Employee covered hereunder shall, upon proper written application and approval of the Company, be granted a leave of absence in writing for a period not in excess of thirty (30) calendar days. No Employee on a leave of absence shall be gainfully employed without first having received in writing the approval of the Company. **Such leaves may be extended for additional periods if approved by the Company. Extensions may be granted in increments up to thirty (30) calendar days.**

### B. UNIFORMED SERVICES LEAVE OF ABSENCE (USERRA)

Employees who enlist or are called upon to perform services as a member of the U.S. Uniformed Services during the term of this Agreement shall have their re-employment rights unimpaired in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) or any other applicable local, state, or federal law.

### C. MEDICAL LEAVE OF ABSENCE

An Employee who is disabled due to illness or injury, and who has exhausted his sick leave benefits, will be granted a medical leave of absence for the duration of each qualifying illness or injury that requires a leave of absence, not to exceed three (3) years. **Consecutive and intermittent absences for an illness or injury both count towards the three-year cap for that illness or injury. FMLA and a Medical Leave of Absence may run concurrently until an Employee's FMLA is exhausted. Employees will be required to submit a doctor's note with sufficient information to allow the Company to substantiate the need for a Medical Leave of Absence and the duration of leave needed for each illness or injury for which an Employee requests leave.**

D. During any approved leave of absence, an Employee shall retain and accrue seniority for bidding purposes only (except as required by USERRA or other applicable law). However, longevity for purposes of pay and vacation progression, shall accrue only for the first thirty (30) days of such leave from the date of exhaustion of all accrued sick leave, accrued vacation, and personal days (except as may be provided for in any Federal, State, or Local law as applicable).

E. An Employee returning from an approved leave of absence shall be restored to his former job in accordance with his seniority if the job still exists, or any other position for which he is qualified where his seniority warrants in accordance with **Article 9(J)**.

F. An Employee covered by this Agreement who is elected to Union office or appointed to a full-time position with the Union shall be granted a leave of absence for the term(s) of office **without loss of any seniority**. Benefits associated with employment will be the same as other Employees on unpaid leave of absence. The Union shall compensate the

Company for its cost to provide that Employee, if he so elects, health care benefits during the time of leave of absence.

- G. The Company will grant leaves of absence in accordance with applicable Federal, State, and Local laws and Company Policy.
- H. Employees covered by this Agreement will, on approval of the Department Director or designee, have the ability to receive up to eighty (80) hours of voluntary time off (V.T.O.) without pay, **per calendar year. Requests will be granted, if available, on a classification seniority order basis by shift. Requests must be submitted no more than fourteen (14) days in advance and granted no less than five (5) days of the date requested unless otherwise mutually agreed upon.**

## **ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **A. REPRESENTATION**

- 1. To provide for orderly and peaceful labor relations and for the effective handling of grievances under this Agreement, the Company and the Union shall recognize properly designated Stewards (Union Representatives) and participants in settling such grievances within the framework of this Article.**
- 2. The Union will provide Stewards at each Maintenance Base, comprising of one (1) active and one (1) alternate Employee for each shift in each respective Bid Area. One (1) of these Stewards shall be designated as the Chief Steward for that Maintenance Base or Bid Area (if applicable). These Stewards will be the primary contacts for dealing with Management to resolve grievances arising under this Agreement.**
- 3. After giving notice to the Department Director or his designee, the General Chairperson, or International Officers, other Accredited Representatives, or Local Officers of the Union shall be permitted to enter shops and facilities of the Company to investigate grievances arising under this Agreement or representing employees in the grievance process. (Also refer to Article 24.N.) At no time will the visit disrupt the operation. The General Chairperson may intervene at any step of the Grievance Procedure to represent the membership hereunder at the request of either the Company or Union.**
- 4. Union Representatives shall be allowed reasonable time required for authorized Union business during working hours, consistent with the needs of the service and shall be compensated for such time at their straight time rate. Time spent on Union business cannot cause overtime to be incurred.**
- 5. In the conduct of such authorized Union business, the Union Representative shall notify his supervisor of his desire to leave his workplace, the reason therefore, and shall notify his supervisor of his return. When it is necessary for a Union Representative to enter a department other than his own, as a courtesy he shall notify management, if available, of that department.**
- 6. The Company will be represented by officials who are authorized to resolve grievances.**
- 7. The Company and the Union will, at all times, keep the other party advised through written notice or electronic means of any change in their authorized representatives.**
- 8. It is understood that officials of either party having responsibilities under this Agreement may delegate those responsibilities to another authorized representative.**

9. **In investigations under Article 15, Paragraph C.1, the Company will inform the employee, including a probationary employee, of their right to have a Union Representative present. If the employee refuses representation, the Company's record will reflect the employee's refusal.**
  10. **The Company will not unreasonably deny the presence of Stewards for notetaking purposes in the conduct of investigations. A Steward may not represent another employee when the Steward is a subject in the same investigation.**
- B. Any time limits specified in this Article may be modified, on a case-by-case basis, by mutual agreement between the Company and the Union.
- C. Disciplinary Notification and Special/Third Step Hearing
1. No Employee who has completed the new hire probationary period, as defined in Article 9, will be disciplined to the extent of loss of pay or discharged without being advised, in writing (including by email), of the investigation involving the Employee within ten (10) calendar days of the **Department Director** becoming aware of the incident upon which such charges are based. The outcome of such investigation will be communicated to the Employee no later than fourteen (14) calendar days from the date the Company advised the Employee of the investigation. Should the Company need additional time for the investigation it will advise the General Chairperson, in writing, for the reason for requesting an extension of the investigation and the General Chairperson will not unreasonably deny such request. **In instances where loss of pay or discharge is not relevant, the Company may issue corrective actions with a copy to the Chief Steward without a notice of investigation so long as it does not exceed twenty-one (21) calendar days from the date that maintenance management became aware of the infraction.**
  2. Any Employee who has completed the new-hire probationary period, as defined in Article 9, and is disciplined to the extent of loss of pay or discharged from the service of the Company shall be granted a "Special Hearing". The request for a "Special Hearing" must be presented, in writing, to the Employee's Department Director, or designee, with a copy to the Chief Steward, and must be made **within seven (7) calendar days** of such disciplinary action. The "Special Hearing" will be held at a time and location (virtually also included) that are mutually agreed to between the Union and Company, but no later than **seven (7) calendar days** from the receipt of the request for the "Special Hearing". At the conclusion of this "Special Hearing", the Department Director or designee will render his decision within **seven (7) calendar days**. This decision will be communicated in writing, to the Employee with a copy to the Chief Steward. If the Employee is exonerated of all charges, he will be made whole as expeditiously as possible.
  3. If the **Special Hearing** decision is not satisfactory to the General Chairperson, the General Chairperson may request a "Third Step Hearing." The request for a "Third Step Hearing" must be presented, in writing (**inclusive of electronic means**), to the



Department Director or his designee, within **fourteen (14) calendar days** from the receipt of the decision. The Department Director or designee and the General Chairperson will mutually agree upon a date for the “Third Step Hearing.” The “Third Step Hearing” will be between the General Chairperson and the Department Director or designee. At the conclusion of this hearing, the Department Director or designee will render his decision within **fourteen (14) calendar days**, in writing, to the Employee with a copy to the General Chairperson. If the decision is not satisfactory to the General Chairperson, then the case may be processed in accordance with the Arbitration Procedure defined in **Paragraph G**, submission to the System Board.

4. No disciplinary action proceedings will commence against an Employee until the Employee is able to have a Steward-of-choice present, if so desired. A Steward-of-choice may be from any location. If an Employee desires a Steward-of-choice to be present, the Employee must orally advise the Company at the time any disciplinary action proceedings are initiated. The Employee will be allowed up to twenty-four (24) hours, from the time of notification that a disciplinary action proceeding will commence, to have a Steward-of-choice present. This time may be extended if approved by the Company. **The proceedings will not be delayed for any reason beyond the twenty-four (24) hours denoted above. Proceedings will be conducted virtually when travel may impact the timely completion of any hearing under this Article.**
  5. **Where an incident that could lead to discipline or discharge is the subject of and awaiting on the acceptance into the maintenance Aviation Safety Action Program (ASAP), the timeframes for completion will commence once a decision has been communicated by the Event Review Committee (ERC) that the submission has been rejected. The Department Director or designee will notify the General Chairperson of the date a decision was communicated.**
  6. Employees have the right to review their personnel file upon reasonable request in the presence of a Company official.
- D. **All disciplinary letters issued to an Employee will remain in effect for a period of no more than two (2) years from the date of the letter**, provided there is no reoccurrence of the same or similar offense. This paragraph will apply to all active disciplinary letters in an Employee’s file as of the date of ratification.
- E. Grievance Procedure (for all matters that do not involve discipline with a loss of pay or discharge)
1. A grievance is defined as any dispute between the Company and Union arising under the terms of this Agreement. The following procedure shall be used by Employees who have completed the new-hire probationary period, as defined in Article 9, and who believe they have not received just treatment from the Company (except in the case of discipline or suspension with loss of pay or discharge from the service of the Company as referenced in Paragraph C above) or that any

provisions of this Agreement have not been properly applied. All issues arising from the same event or occurrence shall be considered a single dispute.

2. **VERBAL STEP** - Any Employee having a grievance (Grievant) or complaint in connection with the application of the terms of this Agreement, must, initially, have the grievance presented orally to Management within **fourteen (14)** days of the event that is being grieved to resolve the matter. A Grievant may orally present a grievance directly or have it orally presented by a Steward or other authorized Union Representative.
3. **STEP 1** - If the Grievant is not satisfied with the initial Management decision regarding an orally presented grievance, the grievant may present a written and signed grievance to local Management using a form supplied by the Union and agreed upon by the parties. The use of paper forms may be replaced in the future by an electronic system. This Step 1 grievance must be presented within **fourteen (14)** calendar days after local Management, **excluding Supervisors**, renders their verbal decision to the grievant. The grievance must reflect the completion of the verbal step above. If the verbal step is skipped by the grievant, the Company may deny the grievance. The grievance must state the date of the event or occurrence, a description of the event or occurrence, and the desired remedy or resolution. Local Management, excluding Supervisors, will acknowledge receipt by initialing and dating the written and signed grievance. Local Management, excluding Supervisors, will render their written decision within **fourteen (14)** calendar days after final discussion with the grievant or Steward. The decision will be communicated, in writing, to the Grievant with a copy to the Steward.
4. **STEP 2** - If the decision in Step 1 is not satisfactory to the Union, the Chief Steward or Grievance Committee Chairperson (if applicable) may appeal the decision to the Department Director or designee, within fourteen (14) calendar days after receipt of the written decision rendered in Step 1 with a copy to the General Chairperson. The appeal must be submitted in writing via the original grievance form. The Department Director, or his designee, will meet and/or confer with the General Chairperson to settle the matter. The Department Director, or designee, will render the decision in writing to the General Chairperson within fourteen (14) calendar days after the completion of any discussion with the General Chairperson.
5. If the decision in Step 2 is not satisfactory to the General Chairperson, the General Chairperson may refer the grievance within thirty (30) calendar days, after receipt of the written decision, to the System Board of Adjustment-Arbitration process as defined in Paragraph G.

## **F. System Board of Adjustment Process**

1. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment/Arbitration (“System Board”) for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement and which are properly submitted to it after exhausting the Grievance Procedure for settling disputes as set forth under

Article 15. However, by mutual Agreement, any cases properly referable to the System Board may be submitted to it in the first instance.

2. The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union, and one (1) selected for each dispute from a panel of seven (7) Arbitrators established by mutual Agreement between the Union and the Company. After a Panel Member has served for a period of two (2) years, either the Union or Company may request that such member be removed from the Panel. However, a member of the Panel may be removed during the term of this Agreement by mutual Agreement between the Union and the Company. When a change is made, either the Union or Company will select the new Panel member by the same method used to select the original Panel Member.
3. The System Board will meet at the Company's Corporate Office, unless otherwise mutually agreed between parties.
4. The System Board will have jurisdiction over disputes between any Employee covered by this Agreement and the Company, or between the Union and Company, growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the System Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any of its amendments.
5. The System Board shall consider any dispute within the System Board's jurisdiction submitted to it by the General Chairperson or by an Officer of the Company or other authorized Representative, when such grievance has not been previously settled in accordance with the terms of this Agreement.
6. All grievances properly referred to the System Board for consideration shall be addressed to the System Board Members.

Each case submitted shall show:

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

When possible, joint submissions will be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the System Board. No matter shall be considered by the System Board, which has not first been handled in accordance with the appeal provisions of this Agreement, including the rendering of a decision by an Officer of the Company or his duly designated Representative.

7. Employees having a grievance being heard by the System Board may elect to have Union representation. In the event the Employee chooses to be represented by some other representative, the Employee will be responsible for all the costs of such

representative and for the expenses incurred by such representative, including expenses or fees attributable to witnesses called to testify before the Board. Neither the Union nor the Company will be liable for such costs. The Company and Union may be represented by any person or persons as they may choose and designate.

8. The System Board may summon Employees of the Company to testify before the System Board. No Employee, summoned to testify before the System Board, will suffer a loss of pay or benefits. The number of witnesses summoned at any one time will not interfere with the operation of the Company.
9. A majority vote of the members of the System Board shall be necessary to make a decision. The decision will be final and binding upon the Company, the Union, and the grievant(s).
10. Nothing contained in this Article will be construed to limit, restrict, or abridge the rights or privileges accorded either to the Employees, the Company, or their duly accredited representatives under the provisions of the Railway Labor Act, as amended.
11. The System Board shall maintain a comprehensive record of all proceedings and matters submitted to it for consideration, and of all findings and decisions made by it.
12. The Company and Union will assume the compensation, travel expense, and other expenses of the System Board selected by them. A witness, who is an Employee of the Company, shall receive free round-trip transportation over the Company system, on a space available basis in accordance with the existing Company travel policy, when traveling from the point of duty or assignment to the point at which the Employee must appear as a witness.
13. The designated Company member and Union members, acting jointly, shall have the authority to incur such expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the System Board (i.e., room rental, stenographic, Arbitrator) and such expenses shall be borne one-half (1/2) by each of the parties. Company and Union members will be granted any necessary leave of absence for the performance of their duties as System Board members. Employees of the Company who serve on the System Board shall receive free round-trip transportation over the Company system, on a space available basis in accordance with the existing Company travel policy, when traveling for the purpose of attending meetings of the System Board.

## **ARTICLE 16 – WORK CLOTHING, TOOLS AND EQUIPMENT**

- A. Two-piece uniforms will be issued by the Company at no cost to Employees via the uniform ordering process applicable at the time, and Employees must wear the garments at all times when on duty, except as provided for in paragraph B.
- B. Employees may wear a white, dark blue, black, or red t-shirt, sweatshirt, hooded sweatshirt, long johns, or turtlenecks under their uniform shirts. Employees working in confined areas, out of public view, will be allowed to remove their uniform shirts provided they have an approved t-shirt on. T-shirts may bear the I.A.M.A.W., American Airlines, American Eagle, and PSA logos only or they must be blank.
- C. All uniforms containing a PSA logo must be returned to the Company upon termination of employment. Upon failure to do so, the Company will deduct the uniform cost from the Employee's final paycheck.
- D. Rain gear will be made available at Company expense to Employees when they are assigned outside duties in inclement weather. Rain gear will be replaced on an as-needed basis for all line maintenance personnel.
- E. The Company shall provide tooling and equipment necessary to perform specialized tasks.
- F. The Company will pay for the full cost of either a parka (which will include the removeable lining) or coveralls. Replacements will be provided on an as needed basis with the Company paying the full cost. The Company will continue its policy of procuring the garments.
- G. The Company agrees to provide all OSHA-required personal protective equipment (PPE), safety equipment, and gear.

## ARTICLE 17 – SAFETY AND HEALTH

- A. The Union and the Company agree to observe all safety regulations and to work in a safe manner.
- B. The Company hereby agrees to maintain safe, sanitary, and healthful working conditions in all buildings, shops, facilities and working areas. Any Employee who volunteers will be given initial and recurrent first aid/CPR/AED training. It is understood that this does not require the Company to maintain a nurse or doctor on the property, but in an emergency the Company will utilize the appropriate emergency services. The Union and Employees recognize their duty and responsibility to assist in maintaining safe, sanitary, and healthful conditions in accordance with applicable laws.
- C. The Company and the Union will establish a Safety Committee consisting of Company and Union representatives at each main Maintenance Base. The Company will recognize the Safety Committee and agrees to meet and confer with the Committee on a monthly basis if needed, to review safety issues and concerns including, license revocation and F.A.A. fines levied on Employees. Safety issues brought to the Company's attention through mutual Agreement of the established Safety Committee will be responded to and an action plan in place within thirty (30) days. By mutual agreement of the Safety Committee, this time limit may be extended.
- D. The Company will make available to Employees the current safety data such as **safety data sheets (SDS)** on all materials in use by the Company.
- E. Employees will be provided with proper instruction and personal protective equipment in order to safely clean up or remove bio-hazard substances from an aircraft or maintenance facility (e.g., vomit, urine, feces, blood, etc.).

## ARTICLE 18 – INSURANCE

### **A. LIFE INSURANCE.**

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

### **B. HEALTH AND DENTAL.**

1. The Company will make available a medical and dental plan(s) with the same benefits as offered to management and non-contract groups. The current thirty percent (30%) premium cost sharing percentage will be locked in for the term of this Agreement.
2. At no time during the length of this Agreement will the insurance costs for Mechanic and Related Employees be higher than the cost for other management and non-contract groups. Prior to any increases in insurance costs the Company will, upon request, meet with the District 142 General Chairperson and confer over the increase, if any.
3. Health and dental care coverage will be made available to all Employees and their dependents without proof of insurability for up to thirty-one (31) days after completing their probationary period.

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

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

## ARTICLE 19 – RETIREMENT

A. The 401(k) Plan now in effect will remain in effect subject to the following:

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

<u>Years of Service</u>	<u>Company Matching Contribution</u>
After 6 months	Fifty percent (50%) of the lesser of i) tax deferred contributions or ii) four percent (4%) of compensation.
After 6 years	Fifty percent (50%) of the lesser of i) tax deferred contributions or ii) six percent (6%) of compensation.
After 12 years	Fifty percent (50%) of the lesser of i) tax deferred contributions or ii) eight percent (8%) of compensation.
<b>After 15 years</b>	<b>Fifty percent (50%) of the lesser of i) tax deferred contributions or ii) ten percent (10%) of compensation.</b>

3. The 401(k) Plan will provide for participation, salary deferral, rollover contributions, self-directed investments and distributions. Vesting of the Company’s contributions will occur after three (3) years of service (from the date of hire). Forfeitures of non-vested Company contributions will be used to offset future Company contributions.
4. The 401(k) Plan shall be amended to provide for a Roth 401(k) option. The Roth 401(k) option shall not be eligible for any matching contribution as described in paragraph 2 above. The Company shall make the Roth 401(k) available at the earliest opportunity and within any guidelines as set forth by the Internal Revenue Service (IRS).



**ARTICLE 20 – RESERVED FOR FUTURE USE**

## ARTICLE 21 – MOVING EXPENSES

- A. For involuntary moves, an Employee upon presentation of receipts for such expenses, shall be eligible for reimbursement of actual moving expenses if the Employee is being required to change Maintenance Bases to a different geographic Maintenance Base, as a result of a layoff, Maintenance Base reduction, or Maintenance Base closure. To be eligible, the move must be no less than fifty (50) miles total distance and must occur within one (1) year of the effective date of the transfer to a new location and be within a radius of one-hundred (100) miles of the Employee's newly awarded Maintenance Base. Moving expenses, including the packing, transport, and unpacking of household goods, mileage reimbursed at the IRS mileage rates effective at the time of the move, per mile for each vehicle driven (maximum of two (2) vehicles), unrefunded security deposits, charges for the breaking of leases, short term storage of household goods, and hotel and meal expenses for the Employee and their immediate family while enroute will be paid to a total maximum of ten-thousand dollars (\$10,000) or Company policy, whichever is greater.
  
- B. An Employee who is moving and who is eligible for reimbursement due to a qualified involuntary move shall be given one (1) day of travel for each three-hundred fifty (350) miles or fraction thereof (of at least fifty (50) miles) from the Employee's current residence to their new geographic Maintenance Base using the most direct routing, to a maximum of seven (7) days. Additional time may be granted by the Vice President of Maintenance and Engineering. The Employee shall designate the moving days prior to the first of the month of the move.
  
- C. The mileage and cost obligations under this section will be the actual mileage and cost incurred in the move, but in no case greater than the mileage and cost of moving from the current residence to the newly-awarded Maintenance Base. These days must be taken consecutively, and the Employee shall be paid for scheduled time missed.

## **ARTICLE 22 – SAVINGS CLAUSE**

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

## **ARTICLE 23 – NO OTHER AGREEMENT**

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

## ARTICLE 24 – GENERAL AND MISCELLANEOUS

- A. If there should be any change during the life of this Agreement in Federal license requirements, Employees affected will be given a reasonable length of time, specified in such changed requirements, to obtain the license affected without change in pay status.
- B. If new equipment is put into service by the Company, all Employees affected shall be given reasonable opportunity to become familiar with the new equipment without change of classification or rate.
- C. The Company agrees to provide an enclosed, locked bulletin board marked “I.A.M.” at all work locations where it is possible to do so, for the posting of Union notices of meetings and other business matters. Nothing of a derogatory or inflammatory nature may be posted. The Steward shall be responsible for securing the bulletin board and ensuring that only appropriate I.A.M. meeting and business matters are posted.
- D. The Company will provide free parking at each work Maintenance Base for Employees.
- E. This Agreement may not be amended or supplemented except by a written Letter of Agreement signed by an officer of the Company, or designee, on behalf of the Company and a General Chairperson on behalf of the IAM.
- F. The Company will continue to consider instances of loss by fire, act of God, theft, or damage (beyond normal wear and tear) of a Mechanic’s toolbox and contents on a case-by-case basis, and where warranted, will make appropriate reimbursement to the Employee **upon presentation of receipts for replacement items of equivalent brand/model or value.**
- G. No Employee under this Agreement will be required to enter an aircraft or other area where it is known that there may be an active threat. If the knowledge of such a threat is known by Company officials, the Employees will be informed immediately.
- H. No Employee will be required to participate in a maintenance test or ferry flight unless the aircraft has been properly released.
- I. The Company will provide death and disability benefits applicable if the Employee suffers work-related death or other disability as a result of an explosion or accident during a bomb scare or maintenance test or ferry flight, in accordance with applicable Workers’ Compensation laws and Company group insurance programs.
- J. The Company and the Union will share equally the costs of printing this Agreement in sufficient quantities to provide each Employee covered hereunder with a copy. The Union may select the printer of its choice, provided the costs are not out of line with generally prevailing rates.
- K. When the Company determines that more than one (1) Employee is to be provided with training, the opportunity for such training shall be offered in the order of Classification seniority (by Maintenance Base) among those Employees to be trained on the shift and days where the work is to be performed.

- L. The Employee and family members will continue to receive pass benefits in accordance with the then-current pass policy and the same benefits as afforded to any other Employee.
- M. The Company will continue to provide lockers to Employees for placement of personal belongings in the following Classifications: Aircraft Mechanic/Avionics Technician, Inspector, Lead Mechanic, Aircraft Cleaner/Utility Person.
- N. A representative of the I.A.M.A.W. will be permitted to enter the facilities of the Company for a visit after notifying the **Department Director** or designee. At no time will the visit disrupt the operation.

## ARTICLE 25 – WAGES

A. Below are the minimum rates of pay:

### *A&P Mechanics*

<u>Years of Service</u>	<u>Current</u>	<u>DOR</u>	<u>DOR +12 Months</u>	<u>DOR +24 Months</u>	<u>DOR +36 Months</u>	<u>DOR +48 Months</u>
Start	21.10	24.00	24.50	25.01	25.53	26.06
1 year	21.64	25.50	26.03	26.57	27.12	27.68
2 years	22.18	26.50	27.05	27.61	28.18	28.76
3 years	22.72	28.50	29.09	29.69	30.31	30.94
4 years	23.27	29.50	30.11	30.73	31.37	32.02
5 years	23.81	30.50	31.13	31.77	32.43	33.10
6 years	24.35	31.50	32.15	32.81	33.49	34.18
7 years	24.89	33.50	34.19	34.89	35.61	36.34
8 years	25.97	34.00	34.70	35.41	36.14	36.88
9 years	27.05	35.69	36.76	37.87	39.00	40.17
10 years	31.38	35.69	36.76	37.87	39.00	40.17

### *Cleaners*

<u>Years of Service</u>	<u>Current</u>	<u>DOR</u>	<u>DOR +12 Months</u>	<u>DOR +24 Months</u>	<u>DOR +36 Months</u>	<u>DOR +48 Months</u>
Start	10.37	10.89	11.22	11.56	11.91	12.27
1 year	11.07	11.62	11.97	12.33	12.70	13.08
2 years	11.84	12.43	12.80	13.18	13.58	13.99
3 years	12.58	13.21	13.61	14.02	14.44	14.87
4 years	13.32	13.99	14.41	14.84	15.29	15.75
5 years	13.60	14.28	14.71	15.15	15.60	16.07
6 years	13.91	14.61	15.05	15.50	15.97	16.45
7 years	14.20	14.91	15.36	15.82	16.29	16.78
8 years	14.47	15.19	15.65	16.12	16.60	17.10
9 years	14.79	15.53	16.00	16.48	16.97	17.48
10 years	15.08	19.25	19.64	20.03	20.43	20.84

B. **Flexible Hiring Rates**

1. In the event that the Company, in its sole discretion, finds that any or all of its starting rates as specified above, are non-competitive with local market starting rates for similarly situated jobs, the Company may hire applicants in any classification(s) at any station, base, or location at rates of pay higher than those starting rates specified above. As market conditions change, the Company may, at its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than previous starting rates; however, such starting rate may not be lower than the first step or higher than the maximum hourly rate in the applicable pay scale.

2. **In those stations, bases, or locations where higher starting rates of pay are designated in accordance with Paragraph B.1 above, all Employees in that classification at that station, base, or location who are receiving less than the new designated starting pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification in that station, base, or location. If, as a result of the Company using Flexible Hiring rates under this Paragraph B, there are Employees at a pay step higher than his or her actual longevity would otherwise provide for, those Employees shall remain at such pay step and will not continue to progress on the pay scale until such time as they would be entitled to progress to the next pay step based on their actual longevity.**
3. **Any Employee, who voluntarily transfers to a station, base, or location that is not utilizing the Flexible Hiring rate at the time of transfer, will have his rate of pay reduced to the appropriate step, as if he had never received the Flexible Hiring rate. The same concept would apply for an Employee who voluntarily transfers from a station, base, or location that is not exercising the Flexible Hiring rate to a station, base, or location that is utilizing the Flexible Hiring rate. In this case, the Employee's pay rate would be adjusted to reflect the Flexible Hiring rate being exercised in that station, base, or location.**
4. **An Employee who transfers to or from a station/base/location which has an adjusted starting rate of pay for his classification will have his rate of pay adjusted upward or downward to conform to the rate of pay received by an Employee with the same classification seniority at his new station/base/location. The adjusted rate may not be less than the "Start" step nor higher than the maximum hourly rate in the applicable pay scale.**

C. Premiums will be paid as follows:

The following rates set forth are the minimum rates paid for all premiums. The Company may raise these rates. Once raised, the increase shall be applicable to all current Employees in that Classification and remain in force for as long as that Employee remains in that Classification. Any Employee who is affected by a reduction-in-force would retain rights to the higher premium they held once recalled to the higher Classification.

### ***Shift***

Third shift \$.55 per hour

Second shift \$.30 per hour.

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

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

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

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



**Maintenance Instructor - \$2.50 over the current step progression on A&P Scale.**

**Lead - \$2.50 over the current step progression on A&P Scale.**

**Lead/RII- \$2.75 over the current step progression on A&P scale.**

**Inspector - \$2.50 over the current step progression on A&P Scale.**

**Maintenance Controller - \$6.00 over the current step progression on A&P Scale.**

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

<b>License</b>	<b>Current</b>	<b>DOR</b>
<b>FAA Airframe</b>	<b>\$2.00</b>	<b>\$2.12</b>
<b>FAA Powerplant</b>	<b>\$2.00</b>	<b>\$2.13</b>
<b>Avionics Technician*</b>	<b>\$4.00</b>	<b>\$4.25</b>

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

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

No Employee will be paid more than a total of **four dollars and 25 cents (\$4.25)** per hour for any combination of the above license premiums.

**Taxi and Run-Up Qualified Premium** - fifty cents (\$0.50) per hour. All current Inspectors as of the date of signing of this Collective Bargaining Agreement will continue to receive taxi and run-up premium provided they maintain their currency.

**Geo-premium** - The Company may apply a Geo-premium, at any Maintenance Base, based on market conditions.

1. The Company will notify the Union in advance of when it intends to utilize the Geo-premium. Prior to implementation, the Company will meet and confer with the Union General Chairperson to discuss any recommendations concerning the Geo-premium. Upon conclusion of a conference between the parties, the Company will implement the agreed to Geo-premiums. Absent any agreement between the parties, the Company may still implement the Geo-premium.
2. Any Employee who receives a Geo-premium shall retain the premium for the duration of their employment so long as they remain at the Maintenance Base where the premium was implemented.

3. An Employee who has received a Geo-premium at one Maintenance Base, and who transfers or is displaced to a different Maintenance Base, shall lose the Geo-premium at time of transfer.
  4. An Employee who is at a base without a Geo-premium, and who transfers or is displaced to a base with an active Geo-premium, shall receive the Geo-premium at time of transfer so long as they remain at that Maintenance Base for the remaining duration of their employment.
  5. An Employee who goes on a TDY assignment to a Maintenance Base with an active Geo-premium will receive the premium for the duration of his TDY assignment.
  6. As market conditions change, the Company may cease utilization of a previously established Geo-premium. Employees already receiving such a premium will continue to receive it except as provided for in 3 above.
- D. Any current Employee **who was hired prior to DOR**, at any Maintenance Base covered by this CBA, **and** who was previously hired on, and frozen at, a higher pay scale step shall proceed to the next step on the wage scale at the next opportunity to do so (e.g., employment anniversary).
- E. No Employee will suffer a reduction of his current rate of pay because of implementation of the pay rates negotiated in this Agreement, **except as provided for in Paragraph B (Flexible Hiring Rates) or in Paragraph C, “Geo-Premiums.”**
- F. Should the Company determine a need to pay a retention bonus, the Company shall meet and confer with the General Chairperson, for the purpose of seeking input from the Union, in advance of providing any such bonus payment.
- G. **Signing Bonus: After a successful ratification, the Company will pay a Signing Bonus valued as follows:**
1. **Signing Bonus Calculation:**
    - a. **The Company will take a snapshot of Employees on the Seniority List as of the date of ratification (DOR).**
    - b. **The Company will calculate eight percent (8%) of each Employee’s respective gross W-2 wages (Form W-2, Box 1) for the 12-month period prior to the DOR.**
  2. **Signing Bonus Amounts: The Company will issue such signing bonus as described above, with a minimum bonus of \$1,500.00 to each eligible Employee.**
  3. **Eligibility Requirements: To receive a Signing Bonus, an Employee must have been an Employee on the Seniority List on the DOR. Additionally, an Employee must remain an active Employee on the Seniority List on the date a**

**given installment of the Signing Bonus is paid in order to receive that installment. Employees on the Seniority List who are inactive on the DOR will become eligible to receive the first installment of their Signing Bonus after they return to work and remain active for 30 days and will be eligible to receive the second installment six months after payment of the first installment, provided they remain active and on the Seniority List through the date the second installment is paid.**

- 4. Signing Bonuses Paid in Two Installments. One half (1/2) of each active Employee's Signing Bonus will be paid no later than 60 days after the DOR and the remaining half will be paid no later than the DOR + six months. Inactive Employees who become eligible to receive a Signing Bonus will receive each installment no later than the first regular payroll run after they complete each active service eligibility period described in Paragraph G.3.**
- 5. Taxes. The Signing Bonus amounts in Paragraph G are gross amounts from which all legally required employee taxes and withholdings will be taken.**

## **ARTICLE 26 – CONDUCT OF UNION BUSINESS**

- A. The Union agrees that Union business will, insofar as possible, be conducted during non-working hours. An Employee who has a grievance may meet with his steward to discuss his grievance on scheduled working time, provided the operations of the Company are not disrupted and with prior management approval. The Company will not unreasonably withhold such approval. The Union and the Company will make every effort to keep to a minimum the time spent in disposing of grievances and disputes. It is mutually agreed and understood that the intent of this paragraph is that there be a spirit of cooperation in facilitating timely grievance investigation without disruption of Company operations. In furtherance of this objective, any difficulties will be promptly discussed between the Steward and the Department Director or Director, Labor and Employment, as appropriate.
- B. No Employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against because of Union membership or lawful Union activity. Neither the Union nor its members will solicit membership, or conduct during working hours or on Company premises, activities other than those of collective bargaining and handling of grievances in the manner and to the extent otherwise provided in this Agreement.
- C. Insofar as space is available and to the extent permitted by law, grievants, witnesses and Union Representatives who are Employees of the Company, shall receive transportation over the lines of the Company for traveling to and from grievance or arbitration hearings in accordance with Company pass policy.
- D. At the conclusion of the Company's new Employee indoctrination class, the Steward will be afforded one-half (1/2) hour opportunity to meet with new Employees provided the meeting does not disrupt the operation. This meeting shall be considered working time and paid at one half hour at the applicable straight time rate. The Company may have a representative present at this meeting.
- E. Reimbursement for Authorized Union Leave
  - 1. A covered Employee on Union leave from the Company shall be paid by the Company at his applicable hourly pay rate for such hours during his regular pay cycle and the Employee shall continue to accrue all benefits as if he had been on active duty. The maximum compensation paid to any Employee while on authorized Union leave is one time the applicable hourly pay rate and a maximum of forty (40) hours a week.
  - 2. For a Union leave period a covered Employee will submit a Union leave authorization form to the Director of Maintenance or his designee detailing the hours to be paid. The leave form will be approved and signed for by the Union's General Chairperson or his designee.
  - 3. The Union will reimburse the Company for all such Union leave paid to covered Employees as follows: the number of hours on leave as submitted by the covered Employee times the applicable hourly rate of such Employee not to exceed forty

hours per week (in the event the Employee is replaced, the Union will reimburse an additional one half the applicable hourly rate and the Company will provide the replacement Employee's name to the Union General Chairperson), a 24% override of the wages paid to cover the cost of fringe benefits for the covered Employee on leave and a 2% administration fee for the billing and accounting process. If on an annual basis the cost of the fringe benefits provided to the Employee increases or decreases, the override percentage will be adjusted accordingly.

4. The Company shall prepare an invoice for Union leave pay reimbursement which will be submitted to the Union General Chairperson or his designee within thirty (30) days after receiving the Union leave authorization form(s). The Union agrees to reimburse the Company within thirty (30) days after receipt of the Company's invoice.
5. Requests for Time-Off
  - a. Requests for Union leave with the Company will be made to the Director of Maintenance or his designee. Each such request shall be submitted via the Company email system, facsimile, hand delivery or by US Mail no later than two (2) weeks before the first requested day off.
  - b. The Union shall notify the Company promptly when leaves are cancelled or terminated before the effective date of the Union leave.

## **ARTICLE 27 – UNION SHOP AND VOLUNTARY DUES CHECK-OFF**

A. Each Employee, now or hereafter covered by the Labor Agreement between the parties, as it may have been supplemented or amended, shall, as a condition of continued employment, within sixty (60) work days following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of the Union or pay the Union a monthly service fee which shall be equal to the Union's regular dues, initiation fees and assessments uniformly required of regular Union members, and thereafter maintains membership in good standing or remit the service fee (as herein defined) to the Union, provided that such condition shall not apply with respect to any Employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member covered by this Agreement, or with respect to whom membership is denied or whose membership is terminated for any reason other than the failure of the Employee to tender the initiation fees and monthly dues or service fees uniformly required of other Employees as a condition of acquiring or retaining membership in the Union or employment with the Company.

B. For the purpose of this Agreement, "membership in good standing in the Union" shall mean that the Employee is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation or reinstatement fees or membership dues or assessments uniformly required of other Employees in the same Union.

The Employee electing not to become a member in the Union must maintain the service fee payments as provided above and not be more than sixty (60) calendar days in arrears in the payment of the service fee.

C. When an Employee becomes delinquent, or not in "good standing" within the meaning of Paragraph B above, he shall be subject to discharge.

D. A discharge under the terms of this Article shall be based solely upon the failure of the Employee to pay or tender payment of initiation fees and membership dues, service fees or assessments as specified herein and not because of denial or termination of membership in the Union for any other reason.

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

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

F. Upon receipt of a signed authorization of the Employee involved, the Company shall deduct from the Employee's paycheck the dues, Local Lodge initiation or any service fees payable by him to the Union during the period provided for in said authorization. All

deductions for dues shall be made by the Company on the second regular paycheck of each month.

- G. Deductions provided for in the preceding paragraph shall be remitted no later than the tenth (10th) day of the month following the month in which the deductions were made and shall be remitted to the Secretary/Treasurer of District 142, International Association of Machinists and Aerospace Workers. The Company shall furnish the assigned District 142 Secretary/Treasurer each month a copy of the record of those for whom deductions have been made and the amounts of the deductions. The parties agree that check-off authorization forms shall be in a mutually approved form which shall be prepared and furnished by the Union.
- H. The Company agrees to continue its current practice of payroll deductions for Employees when a signed authorization form from the Employee is submitted to participate in any plan or program provided for under the terms of this Agreement as it exists at the time of the deduction authorization.

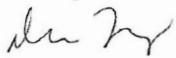
**ARTICLE 28 – EFFECTIVE DATE AND DURATION**

This Agreement constitutes full and complete settlement between the parties for rates of pay, rules and working conditions for the period of **September 7, 2023** through **September 6, 2027**. The Agreement with the amendable date of April 5, 2022 continued in full force until **September 6, 2023**.

Except as otherwise specifically stated herein, this Agreement shall become effective on **September 7, 2023** and shall continue in full force and effect through **September 6, 2027** and shall renew itself without change through each succeeding **September 6** thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended by either party hereto at least thirty (30) calendar days but not more than sixty (60) calendar days prior to **September 6, 2027** or **September 6** in any year thereafter. The parties agree to commence bargaining for a new Collective Bargaining Agreement no later than six (6) months before the amendable date referred to above.

AGREED to this **September 7, 2023**.

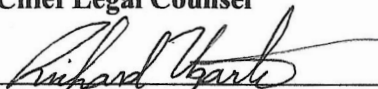
**FOR PSA AIRLINES, INC.**



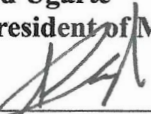
**Dion Flannery**  
**President**



**Steven Nigh**  
**Chief Legal Counsel**



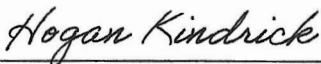
**Richard Ugarte**  
**Vice President of Maintenance Operations**



**Steven Albaugh**  
**Director of Maintenance**

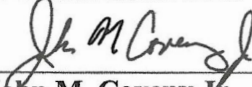


**Derek Mathews**  
**Director of Maintenance Operations Control, CASS, and Continuous Improvement**



**Hogan Kindrick**  
**Manager – Legal, Labor, and Employment**

**FOR INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**



**John M. Coveny Jr.**  
**President-Directing General Chairperson**



**James M. Samuel**  
**General Chairperson**



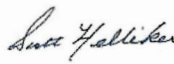
**Todd Roan**  
**Negotiation Committee Member - CAK**



**Ian Cole**  
**Negotiating Committee Member – CLT**



**Greg Farmer**  
**Negotiating Committee Member - DAY**



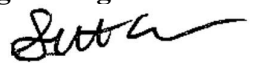
**Scott Helliker**  
**Negotiating Committee Member – PNS**





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**Jeff May**  
Negotiating Committee Member – ORF



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**Scott Carpenter**  
Negotiating Committee Member – CVG



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**Frank Wrennal**  
Negotiating Committee Member – GSP

***Adam Rustebakke***

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**Adam Rustebakke**  
Negotiating Committee Member - CLT