

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BRITISH AIRWAYS

Customer Service



AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

DISTRICT LODGE 142



CONTINUED IN FORCE FROM – June X, 2024

DATE OF RATIFICATION - June X, 2024

AMENDABLE DATE - June X, 2028

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1 **ARTICLE ~~II~~ 2- SCOPE OF AGREEMENT**

2
3
4 A. The Company hereby recognizes the Union as the sole and exclusive bargaining
5 agent for all classifications covered by this Agreement working within the continental
6 limits of the United States and its possessions.

7
8 B. All work performed by the Company, including work of all classifications covered
9 by this Agreement as described in the classification and work requirements in Article ~~IV~~ 4
10 of this Agreement, is recognized as coming within the jurisdiction of the International
11 Association of Machinists and Aerospace Workers and is covered by this Agreement. It is
12 understood that the Company reserves the right to continue contracting out
13 work historically contracted out.

14
15 C. The Company and the Union agree the following functions will be considered work
16 partially or fully covered by the CBA:

17
18 1. Customer Service functions at New York Kennedy (JFK), Newark (EWR),
19 Washington Dulles (IAD), Boston (BOS), Philadelphia (PHL), Miami (MIA),
20 Chicago (ORD), Houston (IAH), Los Angeles (LAX) and San Francisco (SFO).

21
22 2. Telecommunications functions at New York Kennedy (JFK).

23
24 D. As of September 6, 1990, British Airways and the International Association of
25 Machinists and Aerospace Workers will agree to a seniority list which will list all
26 permanent full-time and part-time employees covered by this Agreement. All the named
27 employees will be guaranteed their position at their station or location for the life of this
28 contract and will not be involuntarily laid off. This protection will not apply where the
29 Company closes any station or location.

30
31 All staff hired after September 6, 1990, whether full-time or part-time, will be placed on
32 an integrated seniority list by classification at their station or location for the purpose of
33 lay-off only. If there is a need for British Airways to lay-off staff at a station or location
34 this integrated seniority list will apply. Full-time staff affected by lay-off, after exhausting
35 the appropriate provisions of Article ~~VIII~~ 8, will be offered a full-time position within the
36 BA/IAM agreements if they were hired prior to the date of signing this agreement (March
37 15, 1994). These full-time staff may be required to train and/or relocate and will continue
38 on their current wage scale or the new wage scale, whichever is higher.

39
40 There will be no obligation to offer any positions to part-time staff hired after September
41 6, 1990 or full-time staff hired after the date of signing of this Agreement (March 15, 1994).
42 These staff will follow the appropriate provisions of Article ~~VIII~~ 8 and Article ~~XIX~~ 19.

43
44 E. In the performance of their duties, employees covered by this Agreement shall be
45 governed by Company rules, regulations and orders issued by properly designated
46 authorities of the Company, providing such rules, regulations, and orders are not in conflict

1 with the terms and conditions embodied in this Agreement. The Company will, after the
2 signing of this Agreement, cause to be compiled and make easily available to each present
3 and all new employees the presently applicable conduct rules and regulations, and no such
4 new rules or regulations will be considered effective until copies have been furnished to
5 the Local Committee (the General Chairman, Chairman of Shop Stewards and all Chief
6 Shop Stewards) and conspicuously posted in the working areas at least one week prior to
7 effective date. In cases where emergency changes are necessary, the Company will notify
8 the committee and such changes will be posted and become effective immediately
9 thereafter.

10
11 F. The right to hire; promote; discharge for cause; and to maintain efficiency of
12 employees, is the sole responsibility of the Company except that employees will not be
13 discriminated against because of Union membership or activities. In addition, it is
14 understood and agreed that the routes to be flown; the equipment to be used; the location
15 of plants; hangars, facilities, stations and offices; the scheduling of airplanes; the
16 scheduling of overhauling, repair and servicing of equipment; the methods to be followed
17 in the overhaul, repair and servicing of airplanes, are the sole and exclusive function
18 and responsibility of the Company; provided the actions of the Company hereunder shall
19 not conflict with the terms of this Agreement.
20

21 It is the sole responsibility of management to staff areas covered by this agreement for the
22 safe handling of aircraft.
23

24 G. Subject to State and Federal law, as an equal employment opportunity/affirmative
25 action employer, British Airways does not discriminate against applicants or employees
26 because of their age, race, color, religion, national origin, sex or on any other basis
27 prohibited by law. Furthermore, British Airways will not discriminate against any applicant
28 or employee because ~~he or she is~~ they are physically handicapped, a disabled veteran, or a
29 veteran of the Vietnam era, provided ~~he or she is~~ they are qualified and meets the
30 requirements established by British Airways.
31

ARTICLE III 3 - STATUS OF AGREEMENT

1
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15

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

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

1 **ARTICLE IV 4- CLASSIFICATION AND WORK REQUIREMENTS**

2
3
4 The following applies to all classifications:

5
6 It shall be an objective of employees covered under this agreement to be polite, courteous and
7 project a professional attitude toward the public. All classifications that work in direct contact with
8 the public are expected to maintain a high standard of appearance.

9
10 Employees will be required to attend training courses provided by the Company relevant to their
11 job description. Where possible, dates convenient to the employee and the Company will be
12 scheduled. Employees will be responsible for familiarizing themselves with all Company rules
13 and regulations pertaining to their duties governed by Article ~~H~~ 2 (c).

14
15 All employees will participate in on-the-job training of fellow employees when required within
16 their job description. This will not replace formal training.

17
18 **CUSTOMER EXPERIENCE REPRESENTATIVE LEADS**

19
20 (Note - The CERL classification and work requirements are inclusive of the newly established
21 Associate Customer Experience Representative Lead found in a Letter of Agreement in the back
22 of this CBA)

23
24 The Customer Experience **Representative Lead** will encourage all Customer Experience
25 employees to provide a consistent and superior level of service that promotes customer loyalty
26 and future business.

27
28 The work of a Customer Experience **Representative Lead** shall be to supervise, direct, lead,
29 instruct and assist the Customer Experience Agent classification including on-the-job training. In
30 connection with this work ~~he they~~ shall be responsible for the administration and application of
31 the established policies and procedures of the Company relative to ~~his their~~ job description. ~~He~~
32 **They** may be required to perform the work of a Customer Experience Agent when necessary. ~~He~~
33 **They** will also perform other duties as required or where
34 directed by Management, relative to ~~his their~~ job description. ~~He They~~ will be required to
35 obtain and maintain qualifications relevant to ~~his their~~ job description. These qualifications will
36 not be in conflict with those spelled out in the agreement. ~~He They~~ will be given necessary time
37 and the training to secure such qualifications and will not be penalized by the Company if it fails
38 to provide or schedule the necessary training. A Customer Experience **Representative Lead** who
39 fails a course will be given necessary time and training as prescribed by the Company to prepare
40 for a retest with no change in status or pay scale. The maximum number of retests will be two (2)
41 for a total of three (3) tests.

42
43 Operations Support will be provided to our flying community as required by the operation on the
44 day to ensure timely operational performance and delivery for customers.

1
2 ASSOCIATE CUSTOMER EXPERIENCE AGENT
3

4 All Customer Experience Agents hired on or after September 12, 2014 will be classified as
5 Associate Customer Experience Agents. All references to Customer Experience Agents in the
6 CBA shall also be deemed to cover Associate Customer Experience Agents.
7

8 CUSTOMER EXPERIENCE AGENT
9

10 The work of a Customer Experience Agent shall consist of all necessary actions to deliver for the
11 customer at the first point of contact. It includes the following:
12

13 Customer Service – Where required, handling inbound, outbound, and transit customers on and
14 off the station, basic ticketing, escort duties, documentation, handling and labeling of baggage and
15 checking in customers, interline transfers, clearing inbound and outbound ships papers, hotel
16 duties, operation of the loading bridges, driving of Company vehicles assigned to Customer
17 Services is required for anyone holding a valid driver’s license. passing Catering orders via
18 facsimile or telephone, finalizing ships papers and performing necessary post departure work.
19

20 Lounge Reception - British Airways lounges with its own Customer Experience Agents for
21 reception purposes in order to support our British Airways customers.
22

23 Operations Support will be provided to our flying community as required by the operation on the
24 day to ensure timely operational performance and delivery for customers. Additionally, support
25 will be provided, while in JFK Terminal 7 8, for the daily running of the terminal operation.
26

27 Baggage Tracing - Where required, receiving information about customers mishandled registered
28 baggage and lost personal effects, undertaking all documentation and all other work necessary to
29 find, recover and restore these articles. Arranging with contractors for delivery of baggage to
30 customers. Receipt, (not offloading the truck), storage and inventory control of replacement
31 luggage. As a customer service procedure, the servicing of telephone inquiries from customers
32 regarding mishandled baggage
33

34 Concorde Team - Providing special handling and assistance to British Airways’ first class,
35 Concorde, Premier and other priority customers as defined by the Company, repeat business by
36 these customers is ensured when optimum quality customer service is afforded them. Such service
37 includes the recognition of important customers, guidance through ticketing and check-in
38 procedures, assistance with baggage claim, immigration and customs formalities, and liaising
39 with skycaps, drivers or other parties involved with the customer’s travel arrangements.
40

41 Concorde Team will often include coordination with relevant departments, government, and
42 diplomatic authorities, and in some cases with security personnel in order to protect the privacy
43 and discretion of customers to whom these might be of some concern. Staff assigned to these
44 functions may be required to wear appropriate non-uniform business attire.
45
46

1 Where the Company determines that there is a requirement for Concorde Team function to be
2 performed, an Agent will be assigned to Concorde Team duties in addition to ~~his~~ **their** normal
3 Agent duties.

4
5 Customer Experience Agents will be called upon to perform any of these functions on shift for
6 which they have been trained and qualified and may be moved between functions where the
7 workload demands. Allocation to tasks identified in this Article will be the responsibility of the
8 Customer Experience **Representatives Lead** and will be done in accordance with the station
9 resource plan. In the event that an order or work assignment is issued by a member of
10 management in an immediate situation, the **Representative Lead** will be advised that this has
11 occurred.

12
13 When the Company determines there is a need for an additional Customer Experience
14 **Representative Lead** on duty the Company will first upgrade the senior Agent on duty from the
15 training pool. The senior Agent in the pool must accept the CSRL upgrade. If there are no Agents
16 on duty who are in the pool the Company will replace the **Representative Lead** by offering
17 overtime to the Customer Experience **Representative Lead** classification. If after complying with
18 the above procedure the overtime requirement is not satisfied the senior qualified Agent on duty
19 will be upgraded to Customer Experience **Representative Lead**. **Upgrades will receive two dollars**
20 **(\$2.00) per hour premium with a minimum of eight (8) hours pay.**

21
22 The Company will not reduce full-time staffing (CERL or CEA), at any location, as a result of the
23 elimination of station minimum staffing numbers. Any reduction in station minimum manning will
24 be implemented at each station through attrition or where there is an unforeseen change in
25 operating patterns based upon the operating schedule in effect as of November 20, 2019. This
26 protection will not apply where the Company closes a station or location.

27
28 The ratio of Customer Experience **Representatives Lead** to full-time and part- time Customer
29 Experience Agents on duty shall be driven by operational efficiencies.

30
31 Incumbent permanent Customer Experience **Representatives Lead** who are in a Customer
32 Experience **Representative Lead** position as of November 20, 2019 will not be involuntarily laid
33 off as a result of the removal of the ratios. This protection will not apply where the Company
34 closes a station or location.

35
36 It is understood that shifts without aircraft movements can be covered by Customer Experience
37 Agents (full-time or part-time), without a permanent Customer Experience **Representative Lead**
38 on duty.

39 40 TELECOMMUNICATIONS

41
42 Emergency is defined as an occurrence that is unforeseen and unplanned that has an adverse effect
43 on the operation.

1 Employees will be required to attend training courses provided by the Company and tailored to
2 the Company's needs and requirements. Where possible, dates convenient to the employee and the
3 Company will be scheduled.

4
5 LEAD TELECOMMUNICATIONS OFFICER (MAINTENANCE)
6

7 The Lead Telecommunications Officer has the same duties and responsibilities as the
8 Telecommunications Officer (Maintenance). In addition, ~~he~~ they will lead and direct a team of
9 Telecommunications Officers (Maintenance) and co-ordinate any changes that may take place in
10 the terminal building at JFK to protect telecommunications services and equipment.

11
12 TELECOMMUNICATIONS OFFICER (MAINTENANCE)
13

14 Reports to appropriate supervisor or ~~his~~ their designated representative. Maintains written records
15 and reports of all equipment incidents and action taken.

16
17 Subject to shift work. Subject to emergency call out.

18 Subject to frequent travel to locations in the USA to perform related work
19 within this description.

20
21 When installation or repair work is undertaken to telecommunications systems or equipment at
22 JFK, the Telecommunications Officer (Maintenance) will take whatever action is appropriate to
23 protect BA services and equipment.

24
25 When designated by appropriate supervisor, will perform Network Control duties under the
26 supervision of the appropriate supervisor. When designated by the appropriate supervisor, works
27 with Logistics while at outstations.

28
29 Duties consists of preventive, diagnostic and corrective maintenance on all equipment and systems
30 for which the Telecommunications Department is responsible, excepting equipment under the
31 manufacturers' warranty, equipment historically on lease/rental/maintenance/agreement or where
32 contract prohibits or limits their involvement.

33
34 The equipment maintained by the Telecommunications staff at JFK will include but not be limited
35 to FIDS system, the PA system, all computer terminal equipment for BA systems, the surveillance
36 system, and all tele- phone equipment, except the telephone switch. Telecommunications staff will
37 be responsible for coordinating and performing first line maintenance for BRS, Illuminating
38 Concepts (excluding lighting) and radio maintenance systems. This will include replacements to
39 the above systems.

40
41 CARGO SALES ASSISTANT
42

43 Employees currently in the classification of Cargo Sales Assistant will be reduced through attrition
44 and the Company will not be contractually required to fill any vacancies that arise in the
45 classification after November 26, 2002.

1 The work of a Cargo Sales Assistant shall consist of answering Cargo Sales telephone calls,
2 sending messages, handling administrative activity, maintaining office manuals, ordering office
3 supplies for the Cargo Sales office, action and record AD 75s.

4
5 A Cargo Sales Assistant may action export cargo reservations, action agency default and
6 delinquent lists, interline pass requests and government order ticket applications, record and update
7 statistics, maintain office sales records, update mailing lists, and generally act as a communicator
8 for customers, sales representatives, and cargo operations staff.

9
10 Cargo Sales Assistants may be required to call on customers and to attend customer and job related
11 functions.

12
13 Initiative and communication skills are necessary qualifications for appointment to the position.

14
15

ARTICLE ~~V~~5 - HOURS OF SERVICE

A. The Company may utilize scheduled shifts consisting of eight (8) or ten (10) consecutive hours, which shall be inclusive of a thirty (30) minute meal period. A workday will begin at the starting time of an employee’s shift and extend for twenty-hour (24) hours thereafter.

B. An employee's work week shall normally consist of five (5) consecutive workdays, followed by two (2) consecutive days off or four workdays with three days off (two of which are consecutive and a third day off that need not be consecutive with the others).

The Company has the right to split an employee's RDO's where there is a station or location that has a British Airways flight schedule that is not a daily operation, and the non-operational days are not consecutive.

Stations that have separate third party shift bids, for third party work, will be allowed to split an employee's RDO's, in that bid, if the flight schedule for that third (3rd) party carrier, is not a daily operation and the non-operational days are not consecutive.

The first of the five (5) or four (4) workdays shall begin ~~his~~ their work week. Of the employee’s three (3) rostered days off, the first two (2) of those rostered days off in the work week will be designated as their sixth (6th) day and the last rostered day off worked in the work week will be designated as their seventh (7th) day for purposes of overtime premiums called for in Article ~~VI~~-6.

Deviations from these practices may occur when a shift change is necessitated, or when an employee is assigned to local training courses. Any other vacancies will be filled by the senior employee volunteering for the vacancy. If there are no volunteers, the most junior employee will be assigned.

At each staffed station, where the needs of the operation permit, the Company shall post during each shift bid at least one Customer Experience ~~Representative Lead~~ shift or one full-time Customer Experience Agent shift that have Saturday/Sunday as the rostered days off.

A separate AM shift roster will be established if the operation requires it.

When a ten (10) hour shift is bid by an employee, sick time and vacation accruals which are calculated in this Agreement for full-time employees based on a five (5) day/eight (8) hour per day work week, shall be adjusted to an hour equivalent, and ten (10) hours shall be deducted for each day utilized or paid. For example, each week or day of vacation or sick time shall be considered four (4), ten (10) hour days, each day a ten (10) hour day, and shall be deducted from their bank accordingly.

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

- 3
- 4 • Example: An Employee on a ten (10) hour shift works the Holiday and elects pay.
5 Employee paid 10 hours at 1.5X (time and one half) their rate plus 10 hours straight
6 time for the Holiday.
- 7 • Example: An Employee on an eight (8) hour shift works the Holiday and elects pay.
8 The Employee is paid eight (8) hours at 1.5X (time and one half pay) their rate plus
9 eight (8) hours straight time for the Holiday.
- 10 • Employee elects to work and bank CTO. Employee banks eight (8) or ten (10) (as
11 per shift bid) hours CTO and gets paid eight (8) or ten (10) hours at 1.5X their rate.
- 12

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

15
16 If a change in days off occurs because of the Company's assigning an employee, ~~he~~ they
17 will be paid in accordance with Article ~~V~~ 6, paragraphs (a) and (b).

18
19 Where it is not possible to maintain a consistent starting time for one work week, then it
20 shall not be deemed a violation of this Agreement if two (2) shift starting time are
21 established within said work week for any individual. At JFK, this will not exceed twenty
22 (20%) percent of the roster for each shift roster for each classification. Fifty (50%) percent
23 of split shifts, on each shift roster for each classification, will be restricted to a maximum
24 difference in starting times of four (4) hours. All split shift starting times will be governed
25 by the language in Article ~~V~~ 5 (a).

26
27 It is further agreed that any individual who works on two different shifts within a given
28 work week shall receive the highest shift premium payable for any shift so worked for the
29 entire work week.

30
31 When an employee is assigned to a local training course, deviation will be as follows:

32
33 During the work week preceding the training period, days off will be split so that the
34 second day off always falls on the Sunday immediately preceding the first day of training.
35 The employee will revert to ~~his~~ their normal shift and days off in the calendar week
36 succeeding the training period.

37
38 Example: 1600-2359 Shift Tuesday and Wednesday off:

39

	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>SU</u>	
Week 1	X	O	X	X	X	X	O	1600-2359
Training	X	X	X	X	X	O	O	0800-1600
Training	X	X	X	X	X	O	O	0800-1600
Week 4	X	O	O	X	X	X	X	1600-2359

1 The Company may change the shift hours of an employee for the purpose of attending a
2 course of less than 1 week's duration provided that said employee receives at least 5 days'
3 notice, 12 hours rest prior to the 1st day of the course, and continues to earn ~~his~~ ~~their~~ shift
4 premium, if any, while on the course. When it is necessary to fill a vacancy caused by an
5 employee being assigned to a training course, this will be done in accordance with Article
6 ~~IX~~ 9, paragraph (k). Only in the event that a junior employee has to be assigned to the
7 vacancy, will a premium be paid for 6th and 7th days worked at either end of the training
8 period.

9
10 The shift premium appropriate to the employee's regular shift will be paid during periods
11 of training irrespective of the hours of such training.

12
13 Employees shall be permitted to select shifts according to seniority.

14
15 To expedite bidding, employees who wish to bid a constant shift may file their permanent
16 bid with the Company and this will be entered automatically on all new shift rosters.
17 Bidding by employees to select shifts shall be done as rapidly as possible. In order to
18 accomplish this, the bidding will be done in seniority order in groups of ten per day from
19 the start of the bidding (designated bidding date).

20
21 Example 1: Fifteen staff in seniority order (1-15) in the Agents classification have
22 preference bids on file. Their names would be entered on the shift bid roster. On the
23 designated bidding day, staff in seniority order (16-26) would bid etc.

24
25 The roster would be adjusted by the Company accordingly before the next group of ten
26 Agents filed their bids. It shall be the responsibility of the employee to place ~~his~~ ~~their~~ bid
27 on ~~his~~ ~~their~~ designated day prior to the end of ~~his~~ ~~their~~ shift.

28
29 However, if an employee cannot bid on ~~his~~ ~~their~~ designated date because ~~he is they are~~ on
30 vacation, leave of absence, rostered off or otherwise off duty ~~he-they~~ will be given the
31 option of choosing shifts in sequence of preference prior to ~~his~~ ~~their~~ departure, after
32 having been given the opportunity to view the roster being bid.

33
34 C. It is agreed that shift premiums will be paid as follows:

35 Shifts starting between 0600-1359 - no premium
36 Shifts starting between 14:00-18:59 - 58 cents per hour
37 Shifts starting between 1900-0559 - 63 cents per hour
38

39
40 Shift premium pay shall be considered a part of the basic rate and shall be included in the
41 computation of any overtime allowance. (See, Shift Premium Letter of Agreement).

42
43 D. Meal breaks -Employees in all classifications -Each shift will include an allowance
44 of thirty (30) minutes for a paid meal break, to be taken between the beginning of the third
45 hour and the end of the seventh hour from the commencement of the shift. Lunch periods
46 will not be posted.

1
2 Example: 0800 -1600 shift may be assigned lunch hours that start on or after 10:00 and
3 must be completed by 1500.
4

5 Employees who, because of the requirements of the service, are requested to start their
6 lunch period outside the "lunch window", will be allowed a lunch period of equal length as
7 close to the regular lunch period as possible and paid for same at straight time rate in
8 additional to their regular time compensation. No lunch will be paid if it falls outside the
9 employee's regular shift, in accordance with Article ~~V~~ 6 (a).

10
11 E. Shift rosters shall be posted ~~two~~ three (3) times a year, with a minimum of at least
12 two (2) needing to be posted. Due to operational requirements, the Company may
13 implement up to ~~two~~(2) three (3) extra shift bids yearly. The Company must advise the
14 Union thirty (30) days in advance if the additional shift bid option will be implemented.
15

16 New Rosters shall be posted for one (1) week prior to bidding. The bidding shall be
17 completed within two (2) weeks. The completed roster shall be post- ed for one (1) week
18 before being implemented.
19

20 F. The regular starting and stopping times for work shifts will be scheduled and posted
21 at each work unit and shall not be changed with less than five (5) calendar days' notice to
22 any employee affected by such change.
23

24 G. Except as otherwise provided herein, all employees will be granted a ten (10)
25 minute rest period during the first half of their work shift and a ten (10) minute rest period
26 during the second half of their work shift without loss of time, for the purpose of relaxation
27 or smoking in designated areas.
28

29 HOURS OF WORK - TELECOMMUNICATIONS

30
31 A. Eight (8) hours of service which shall include a meal break period of 30 minutes
32 shall ordinarily constitute a work shift. The meal break to be taken between the beginning
33 of the fourth hour and the end of the seventh hour from the commencement of the shift.
34

35 B. No employee will be called to work or required to report to work for a shift of less
36 than eight (8) hours work or pay therefor. Any employee called to work or permitted to
37 come to work when there is temporarily no work due to an Act of God or circumstances
38 over which the Company has no control, including legal strikes involving personnel of the
39 Company, shall receive a minimum of four (4) hours pay at the regular hourly rate, unless
40 notified that there will be no work at the close of the last shift ~~he~~ they worked, or sixteen
41 (16) hours before the start of ~~his~~ their regular work shift, whichever period is the shorter.
42

43 C. Five work shifts of eight (8) hours worked on consecutive days shall ordinarily
44 constitute a work week.
45

1 D. Employees shall work rotating shifts where required to do so. The shift roster
2 introduced following the signing of this Agreement shall be bid initially in accordance with
3 classification seniority and will be worked in rotation thereafter. The Company may utilize
4 up to two shift bids per year, which shall be re-bid in accordance with classification
5 seniority and in the case of Operations, worked in rotation. The current practice at JFK of
6 maintaining two shift bids will continue. No new roster shall be introduced with less than
7 seven (7) days' notice.
8

9 E. An employee's shift or days off may be changed for the purpose of attending
10 training courses, sickness or other absence as follows.
11

12 No changed shift schedule for planned absences may be introduced with less than seven
13 (7) days' notice which includes the day on which the employee is notified.
14

15 An employee's shift or days off may be changed for the purpose of covering for sickness
16 or other unplanned absence upon three (3) days' notice. In the interim, unplanned absence
17 shall be covered by overtime, or if nobody is available for overtime an employee's shift
18 can be changed on an emergency basis without notice.
19

20 F. When an employee is sent for a full week of training (Monday - Friday) ~~his~~ **their**
21 shift roster will be changed so that ~~he is~~ **they will** not scheduled to work on the Sunday
22 prior to the training. If the training is not held in New York, ~~he~~ **they** may be required to
23 travel on that day for which ~~he~~ **they** will be paid regular travel time.
24

25 In order to adjust ~~his~~ **their** regular work week to 5 days, ~~his~~ **their** first day after the end of
26 the course may be a rostered day off and ~~he-~~ **they will** resume ~~his~~ **their** normal shift
27 thereafter.
28

29 When employees are required to undertake training during hours or day other than their
30 normal scheduled hours, their roster shall be changed so that they do not have to work
31 either an afternoon or night shift the day before the training starts or any days which will
32 exceed five in ~~his~~ **their** work week. Training in the UK is covered by Article ~~X~~ **10** (j).
33

34 G. In addition to the normal work schedule referred to above, employees may be called
35 upon to work additional hours as necessary to meet operating requirements of the
36 Company.
37

38 H. Hours in excess of the regular scheduled shift shall not be worked except by
39 direction of the proper supervisory personnel of the Company.
40

41 I. During shift rotation no shift schedule shall be posted with less than five (5) days'
42 notice excluding employees' days off.
43

44 J. A workday will begin at the starting time of an employee's shift and extend for
45 twenty-four (24) hours thereafter.
46

1 K. It is agreed that shift premiums will be paid as follows:

2

3 Shifts starting between 0600-1359 - no premium

4 Shifts starting between 14:00-18:59 - 58 cents per hour

5 Shifts starting between 1900-0559 - 63 cents per hour

6

7 Shift premium pay shall be considered a part of the basic rate and shall be included in the
8 computation of any overtime allowance. (See, Shift Premium Letter of Agreement).

9

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

14

15

1 ARTICLE VI 6 - OVERTIME AND HOLIDAYS

2
3
4 A. Overtime rate of time and one-half, computed on an actual minute basis, shall be
5 paid for all work performed either prior to or after an employee's regular scheduled hours,
6 and for the first four (4) hours in excess of eight (8) hours of straight time worked in any
7 regular work day, and for the first eight (8) hours worked on one of two (2) regular
8 scheduled days off., ~~provided an employee has performed work in excess of 40 hours in a~~
9 ~~regular scheduled work week, Monday-Sunday. The following shall count as time worked~~
10 ~~for the computation of an employee's forty (40) hour work week: an employee's vacation~~
11 ~~day(s), Holiday Off, approved CTO time, jury duty, employees released for Union~~
12 ~~business, workers compensation injury, bereavement, and approved military leave.~~

13
14 ~~An employee that is short of forty (40) hours would be paid straight time until the forty-~~
15 ~~hour qualifier is met.~~

16
17 ~~Day trades whereby the employee is off and sick days do not count towards the forty (40)~~
18 ~~hour qualifier.~~

19
20 B. Overtime rate of double the hourly rate shall be paid to an employee for all work
21 performed in excess of twelve (12) hours in any twenty-four (24) hour period measured
22 from the commencement of work, and for all work on the seventh (7th) day worked in ~~his~~
23 ~~their~~ work week and after eight (8) hours on the sixth (6th) day worked in ~~his~~ ~~their~~
24 ~~work week., provided an employee has performed work in excess of 40 hours in a regular~~
25 ~~scheduled work week, Monday-Sunday, and premium overtime rates were paid on all other~~
26 ~~overtime hours worked.~~

27
28 When an employee works on either a 6th or 7th day, ~~he~~ ~~they~~ shall have the option to elect
29 to receive eight (8) hours pay as CTO., ~~provided the forty (40) hour overtime qualifier has~~
30 ~~been met.~~ The balance of ~~his~~ ~~their~~ compensation for that day ~~he~~ ~~they~~ shall receive as regular
31 wages. If an employee so elects, ~~he~~ ~~they~~ must notify the Company before the end of the
32 work week in which ~~his~~ ~~their~~ 6th or 7th day off is worked. Such CTO must be applied for
33 in accordance with the provisions of Article VI 6 (m).

34
35 ~~EXAMPLE OF 40-HOUR QUALIFIER-~~
36 ~~40-Hour Overtime Qualifier Principles~~

37 -
38 ~~(1) — Before any premium rates (ie. Time and one-half or double time) are paid, an~~
39 ~~employee must work 40 hours of straight time in a week.~~

40 -
41 ~~(2) — Overtime calculations, whether time and a half or double time, are calculated for an~~
42 ~~employee on a daily basis as per today's contract language~~

43 -
44 ~~(3) — Retrospectively, at the end of the work week, an employee's pay is adjusted if they~~
45 ~~have not worked their full 40 hour scheduled week, by discounting the highest~~
46 ~~premium rate hours back to straight time first.~~

Scenario 1-				
	Rostered Hours-	Overtime Worked-	Time-Code-	Hour-Type-
Mon	9:00-17:00-	17:00-21:00-	WRK	REG 8 hours, OT 1.5 4 hours-
Tue	9:00-17:00-		WRK	REG 8 hours-
Wed	9:00-17:00-		WRK	REG 8 hours-
Thu	9:00-17:00-		WRK	REG 8 hours-
Fri	9:00-17:00-		SICK	SICK 8 hours-
Sat	RDO-	8:00-12:00-	WRK	OT 1.5 4 hours-
Sun	RDO-	8:00-12:00-	WRK	OT 2.0 4 hours-
Total hours worked-			44 hours (32 straight time + 12 OT)-	
			Adjustment: OT 2.0 (4) hours- OT 1.5 (4) hours- OT 1.0 8 hours-	
Scenario 2-				
	Rostered Hours-	Overtime Worked-	Time-Code-	Hour-Type-
Mon	9:00-17:00-	-	WRK	REG 8 hours-
Tue	9:00-17:00-		WRK	REG 8 hours-
Wed	9:00-17:00-	-	WRK	REG 8 hours-
Thu	9:00-17:00-	-	WRK	REG 8 hours-
Fri	9:00-17:00-	-	SICK	SICK 8 hours-
Sat	RDO-	9:00-17:00-	WRK	OT 1.5 hours 8 hours-
Sun	RDO-	9:00-17:00-	WRK	OT 2.0 hours 8 hours-
Total hours worked-			48 hours (32 straight time + 16 OT)-	
			Adjustment: OT 2.0 (8) hours- OT 1.0 8 hours-	

1
2 Double time and one-half shall be paid for all work performed on the following legal
3 holidays.
4

New Year's Day Martin Luther King Day Washington's Birthday Good Friday
Memorial Day Independence Day Labor Day Thanksgiving Day
Christmas Day Juneteenth

5
6 When an employee works on any of the above holidays and wishes to defer part of the
7 compensation, ~~he~~ they may be paid eight (8) hours at time and one-half and receive an
8 additional eight (8) hours off at straight time pay to be taken in conjunction with ~~his~~ their
9 vacation in accordance with paragraph (m) of this Article.
10

1
2 An employee whose birthday is on February 29th will celebrate their birthday on March
3 1st in a **non-leap** year.

4
5 It shall be the responsibility of the employee to advise the Company at least twenty-four
6 (24) hours in advance of the holiday that **he they** wishes to accrue this compensatory time
7 off.

8
9 C. Employees not required to work on a holiday shall be compensated for the day at
10 straight time rate.

11
12 Employees not required to work on a holiday because it falls on an employee's rostered
13 day off will receive eight (8) hours pay at straight time rate or at **his their** option may elect
14 eight (8) hours CTO.

15
16 In the event of reduced shift coverage, employees will be given the opportunity to volunteer
17 by shift seniority to work on the holiday.

18
19 An employee may observe **his their** birthday on another day by mutual agreement. The
20 employee must advise the Company at least five (5) days in advance of **his their** birthday
21 that **he they** wishes to observe it at another time. In that event, earnings on **his their** birthday
22 shall be at the regular rate. In the event that the employee is required to work on the
23 alternative day, earnings will be at the holiday rate. Arrangements for taking the alternative
24 day shall be on the same basis as CTO as provided elsewhere in this Agreement.

25
26 D. When it becomes necessary for employees to work overtime, they shall not be laid
27 off during the regular work schedule to equalize the time, and all over- time will be
28 distributed as equally as possible among all qualified employees in each shop, hangar or
29 facility. **All overtime shall be rotated among the employees qualified to perform the work**
30 **necessitating the overtime as equitably as practicable. In furtherance of this principle, it is**
31 **agreed that an appropriate chart will be kept on a current basis for each shift upon which**
32 **all overtime worked or refused will be recorded, and such record will be made available to**
33 **the employees, either by posting on the bulletin board or upon request. It is further**
34 **understood that inequities in the number of overtime hours worked which may arise**
35 **between individual employees as a result of permanent shifts, sick leave, vacations, or other**
36 **absences from duty shall not be deemed a violation of this Agreement. For unforeseen**
37 **circumstances where the overtime is less than four hours in length, the Company may offer**
38 **this overtime to the employee on station working to complete the task necessitating the**
39 **overtime.**

40
41
42 E. Except in an emergency, no employee shall be expected to work overtime against
43 **his their** wishes. Emergency is defined as an occurrence that is unforeseen and unplanned
44 that has an adverse effect on the operation.

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

5 G. An employee will be paid two hours pay at straight time rates for performing
6 overtime work contiguous with ~~his their~~ regular tour of duty for which ~~he/she is they are~~
7 called between the hours of 23:00 and 07:00. Such pay shall be paid in addition to normal
8 overtime for overtime worked.
9

10 This will be known as call-in pay. The call-in pay shall not apply when an employee was
11 notified at or before the close of ~~his/her their~~ last shift that ~~he/she they~~ would be required
12 for early duty immediately prior to the commencement of ~~his/her their~~ regular shift.
13

14 H. Employees who have been required to work fourteen (14) consecutive hours will
15 be given a rest period of at least ten (10) hours before being required to report for work
16 again. In the event that this rest period extends into ~~his their~~ regular work shift, the
17 employee will be paid for such time lost at regular straight time rates.
18

19 If an emergency is declared and staff are required to stay after their shift to work overtime,
20 staff normally not entitled to a ten (10) hour rest period because of a shift or day trade, and
21 required to report for work within the next ten (10) hour period, will be given priority for
22 release.
23

24 I. Employees on duty shall be given no less than four (4) hours' notice of con-
25 templated overtime work except in cases of extreme emergency. This is not applicable to
26 part-time workers working a four-hour shift.
27

28 J. No overtime shall be worked except by direction of the proper Management
29 personnel of the Company.
30

31 K. There shall be no pyramiding of overtime rates provided in this Agreement.
32

33 L. No employee will be called to work or required to report to work for a shift of less
34 than eight (8) hours work or pay therefore, except on a rostered day off where they may be
35 called in for a minimum of four (4) hours.
36

37 The employee will be advised at the time of the call if ~~he/she is they are~~ being called in for
38 a four (4) hour overtime shift. If after arriving at work the employee is requested to stay
39 longer than four hours, the decision to do so will be voluntarily made by such employee.
40 The employee is only obligated to stay for the four hours ~~he/she was they were~~ originally
41 called in for.
42

43 **During the call-in process, the Company will ask each employee if they are interested**
44 **in the four (4) hour overtime shift. If the answer from the employee is “no”, the**
45 **Company would then ask that same employee if they would come in for more than**
46 **four (4) hours. If the answer is still “no”, they would then move on to the next person.**

1 If the answer is “yes” to the more than four (4) hour query the answer will be noted,
 2 and the next person will be called in succession. This will continue until 1) no one
 3 accepts either a four (4) hour or greater than four (4) hour shift, or 2) an employee
 4 accepts the four (4) hour shift, or 3) no one accepts the four (4) hour shift but the first
 5 person who accepted the greater than four (4) hour offer in succession is awarded
 6 the overtime.
 7

8 **Employees on RDO Examples**
 9

10 **Example 1**

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	No	x
Employee 5	No	No	x
Employee 6	No	No	x

11 Note – when no volunteers see Article IV, page 8 & 9

12 **Example 2**

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	No	x
Employee 5	Yes	x	Awarded
Employee 6	x	x	x

13 **Example 3**

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	Yes	Awarded
Employee 5	No	Yes	x
Employee 6	No	Yes	x

Example 4

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	Yes	x
Employee 3	No	No	x
Employee 4	Yes	No	Awarded
Employee 5	No	No	x

Employee 6 No No x

1 **Note – In any case of the above example, there are only 7 possible phone calls being**
2 **made as opposed to the possible 12 calls being made.**
3

4 M. Compensatory Time Off may be taken for all holidays worked. Up to ~~five (5)~~ **ten**
5 **(10)** C.T.O. days may be taken in conjunction with vacation and the balance on an
6 individual basis provided the employee can be released and that where possible fourteen
7 days' notice is given. When bidding for vacation, and CTO days are to be included as part
8 of the vacation, they must be bid as a single unit of five days. However, when the vacation
9 is taken, if the employee has less than five CTO days earned, ~~he~~ **they** may take the number
10 of days that ~~he has~~ **they have**. Accrued CTO days must be taken by December 31st of the
11 year following the year in which they were earned.
12

13 ~~Five (5) (one full week)~~ **Ten (10) (two full weeks)** CTO days may be taken independent of
14 their normal vacation bid. After normal vacation and seventh week vacation bids have
15 taken place, staff may bid an independent CTO week from the remaining available weeks
16 on the vacation roster.
17

18 Representatives may take up to ~~five~~ **ten (10)** CTO days together, either in conjunction with
19 vacation or separately and the balance on an individual basis provided the employee can
20 be relieved and that where possible, fourteen days' notice is given. Accrued CTO days must
21 be taken by December 31st of the year following the year in which they were earned.
22

23 By October 1st, staff must advise whether ~~five (5)~~ **ten (10)** CTO days will be taken in
24 conjunction with vacation as well as the number of vacation weeks to be used in the next
25 vacation year.
26

27 N. For continuous service before and after regular working hours, employees will not
28 be required to work more than two (2) hours without being permitted to go to meals, and
29 such employees required to work more than two (2) hours will be allowed thirty (30)
30 minutes to eat without loss of time. **The break time is only considered to start once the**
31 **employee reaches their break facility, as allocated and managed by the Customer Service**
32 **Representative Leads(s) on shift. In order to facilitate the correct and fair allocation of**
33 **break times, CELs will keep a record of timings of when employees have left for and**
34 **returned from their break, and will be required to present this to the station management**
35 **when required.** For each additional four (4) hours overtime worked employees will be
36 allowed thirty (30) minutes to eat without loss of time.
37

38 O. Upon thirty (30) days' notice to ~~his~~ **their** Section Head, an employee of certain
39 Religious conviction, may celebrate a Religious Holiday or Holidays, as it may be, and
40 charge the days against ~~his~~ **their** accumulated CTO, earned by working other contract-
41 covered Holidays. Such granting of days off will always be subject to the Company work
42 requirements. Example: Employees of Jewish faith may choose to work Good Friday,
43 Christmas, and New Year's Day and prefer to take off Yom Kippur, Rosh Hashana, and
44 Passover with pay, in accordance with Article ~~VI~~ **6** (b) or the Agreements.

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18

P. Employees upon three (3) days' notice, prior to the close of that week's payroll, will be able to cash out and/or withdraw money from their accrued (earned) CTO bank. Example: Employee has a positive bank CTO balance of twenty (20) days (160 hrs.). They notify "work brain" (PAYROLL) that they wish to cash out forty (40) hours of CTO and receive it in next week's paycheck.

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

R. Employees will be able to roll over two hundred and forty (240) hours of CTO, accrued through working overtime from one calendar year to the next. These accrued CTO hours will only be cashed out at the employee's request. Any overtime CTO balance that exceed the two hundred and forty (240) hours will be cashed out by March 31st of the following year of which they were earned.

1 **ARTICLE VII 7 - TRAVEL ON DUTY AWAY FROM BASE STATION**

2
3
4 A. When employees covered by this Agreement engage in Temporary Duty away from
5 their base station to restore Company airplanes or equipment to service, they shall be paid
6 for such work on the same basis as at their base station, with a minimum of eight (8) hours
7 at straight time rate for each twenty-four (24) hour period. All employees will be given an
8 equal opportunity to participate in Temporary Duty work.
9

10 (Note: Base station is defined as the city in which the employee's normal workplace is located:
11 Base stations include New York Kennedy (JFK), Newark (EWR), Washington Dulles
12 (IAD), Boston (BOS), Philadelphia (PHL), Miami (MIA), Chicago (ORD), Houston
13 (IAH), Los Angeles (LAX) and San Francisco ~~→~~SFO).
14

15 B. All time spent in traveling or waiting in connection with Temporary Duty as defined
16 in paragraph (a) above, including hours in excess of eight (8) hours in any one day shall be
17 paid for as time worked, if during the current twenty-four (24) hour period no work is
18 required before or after traveling or waiting unless an employee is required to travel on
19 regular days off, in which event ~~he they~~ will be paid for all hours traveling or working at
20 the overtime rate applicable for the day; provided however, that if travel is interrupted for
21 any reason and the employee is released by an agent of the Company for a period of five
22 (5) consecutive hours or more, ~~he they~~ shall not be paid for time released but in no event
23 shall any employee receive less than eight (8) hours' pay at straight time rate for any
24 twenty-four (24) hour period while away from ~~his their~~ base station; provided, however,
25 that the Company may schedule him to take ~~his their~~ regular days off without compensation
26 except for the reasonable and necessary expense provided for in this Article.
27

28 C. Employees required to work, and travel shall be paid at the overtime rate applicable
29 for all hours in excess of eight (8) hours of such combination of working, waiting, and
30 traveling for the day in question.
31

32 D. Upon completion of such Temporary Duty or training classes, an employee shall
33 return to ~~his their~~ home station in accordance with the orders received at the time ~~he they~~
34 left ~~his their~~ home station, or in accordance with the orders receives from the person to
35 whom ~~he was they were~~ ordered to report in the field, and shall be compensated for the
36 return trip in accordance with the provisions of this Article.
37

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

1
2 F. Employees who are temporarily transferred from their home station to fill
3 temporary vacancies shall be paid in accordance with paragraphs (b) and (c) of this Article
4 for the time necessary to travel in connection with such temporary transfer, and they shall
5 receive necessary and reasonable expenses in accordance with the Company's subsistence
6 rates.

7
8 G. When an employee is away from ~~his~~ ~~their~~ home station filling a temporary vacancy
9 ~~he~~ ~~they~~ shall be paid straight time and overtime in accordance with the provisions of this
10 Agreement based on the shifts as scheduled at the location of the temporary vacancy, but
11 in no event shall ~~he~~ ~~they~~ receive less than eight (8) hours pay for each day. However, the
12 Company may schedule him to take ~~his~~ ~~their~~ regular days off without compensation, except
13 for the reasonable and necessary expenses provided for in this Article.

14
15 H. Employees called from home for Temporary duty after completing their regular
16 shift assignment, or on a regular day off, will be allowed one (1) hour as preparatory time
17 at overtime rate and, in all possible cases, will be given two (2) hours or more notice (four
18 (4) hours in the case of Representatives) before departure time.

19
20 I. When an employee covered by this Agreement receives a special assignment,
21 which must be in writing, to attend training classes pertaining to ~~his~~ ~~their~~ work, or to fulfill
22 other special assignments not constituting Temporary Duty or the filling of temporary
23 vacancies, ~~he~~ ~~they~~ shall receive compensation at straight time rates for all time spent in
24 traveling or waiting. However, in no event shall any employee receive less than eight (8)
25 hours pay at straight time rate for any twenty-four (24) hour period while away from ~~his~~
26 ~~their~~ base station; provided, however, that the Company may schedule him to take ~~his~~ ~~their~~
27 regular days off without compensation except for the reasonable and necessary expense
28 provided for in this Article. If such special assignment involves traveling after completion
29 of ~~his~~ ~~their~~ regular work for the day, ~~he~~ ~~they~~ shall receive the applicable overtime rate for
30 the first succeeding eight (8) hours of traveling and waiting.

31
32 J. When the training course or assignment is in the same city or metropolitan area
33 which is the employee's normal base, travel time will not be paid, but staff may claim
34 mileage for any travel in excess of their journey from home to their normal work location.

35
36 K. When employees are required to be on duty in the UK, the Company will pay for
37 the cost of hotel accommodations which it obtains for the employee plus allowances in
38 Sterling in accordance with the Company's current regulation which will be advised to the
39 employee before leaving ~~his~~ ~~their~~ station. In addition, the Company will pay the reasonable
40 cost of public transportation from the employee's hotel to the training school or other place
41 of work. Where an employee is attending an extended training course of three (3) months
42 or more, ~~he~~ ~~they~~ may stay at an approved hotel other than at London Airport, or ~~he~~ ~~they~~
43 may elect to make ~~his~~ ~~their~~ own accommodation arrangements and may claim allowances
44 in accordance with Company regulations. The only accounting in this case will be an
45 expense claim showing the number of days in the UK multiplied by the daily rate.

1 The cost of transportation to and from the Airport within the USA, or when an employee
2 is moved at the Company's request, will be allowed in addition to the daily allowance
3 quoted above.

4
5 L. Employees proceeding to training courses in the UK will be allowed the following
6 travel time:

7		
8	East Coast Stations	Ten Hours
9	Miami and Midwest Stations	Twelve Hours
10	West Coast Stations	Fourteen Hours

11
12 Where training courses are held at Bristol, England, four hours may be added to the above
13 traveling times.

14
15 **Travel allowance for trips to the UK will be per Company policy. Employees on**
16 **training courses in the UK which last in excess of twenty-eight (28) days may claim**
17 **subsistence payments of twenty-eight (28) pounds sterling per day from the first day. In**
18 **the event that employees in the UK are unable to access a BA or similar reduced rate lunch**
19 **facility, the above UK rates will be reviewed.**

20
21 M. Employees proceeding to training courses in the USA will be allowed the following
22 travel time: One (1) hour prior to flight time to check in, plus actual flying time (origin to
23 destination) plus one (1) hour after arrival time. In no event will an employee receive less
24 pay than hours normally scheduled to work.

25
26 On an employee's regularly scheduled workday, employees who are required to work and
27 travel or train and travel should be paid at the overtime rate applicable for all hours in
28 access of eight (8) hours of such combination of working, waiting and traveling for the day
29 in question.
30

1 **ARTICLE VIII 8 - SENIORITY**

2
3
4 This entire article will be read in conjunction with the job protection language agreement in
5 Article H 2 (C).
6

7 A. Seniority shall be by work classification over the system and shall accrue from the
8 date of entering the classification. The work classifications to be recognized for seniority
9 purposes shall be those listed at the beginning of this Agreement. The names of all
10 supervisory employees of the Company who have been or who are promoted from
11 classifications covered by this Agreement shall be maintained on the seniority list.
12 However, an employee shall not accrue classification seniority in any position of a
13 temporary nature. An employee laid off may bump any junior employee in ~~his~~ **their**
14 classification first, or in any other classifications in which ~~he has~~ **they have** seniority. Any
15 employee covered under the job security provision contained within Article H 2 (C) and
16 who has exhausted the appropriate provisions of Article VIII 8, under ~~his/her~~ **their**
17 Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM
18 agreements regardless of having established any previous classification seniority.
19

20 The seniority of each supervisory employee regularly assigned and actively employed as
21 such on the effective date of this Agreement will be established as of a date to be
22 determined by giving consideration to all time spent in continuous service in the Company
23 in the classification covered by the scope of this Agreement in which ~~he~~ **they** had been
24 regularly assigned.
25

26 B. Seniority plus the ability to satisfactorily perform the work required for the job in
27 question shall govern all employees covered by this Agreement in preference of shifts, in
28 case of lay-off, re-employment after lay-offs, and in ~~all promotions~~, demotions or transfers
29 within the classifications covered by this Agreement. Any employee covered under the job
30 security provision contained within Article H 2 (c) and who has exhausted the appropriate
31 provisions of Article VIII 8, under ~~his/her~~ **their** Collective Bargaining Agreement, will be
32 guar- anteed a position under the BA/IAM agreements regardless of having established any
33 previous classification seniority.
34

35 Seniority shall govern all Representatives covered by this Agreement with regard to the
36 selection of shifts, vacations, lay-offs, re-employment after lay-offs and all demotions or
37 transfers within classifications covered by this Agreement. Seniority, qualifications for
38 the position and ability to perform the duties required for the job in question shall govern
39 all promotions with- in classifications covered by this Agreement.
40

41 C. In a reduction of force, employees to be laid off will be privileged to exercise their
42 seniority in any classification in which they have previously established seniority
43 rights. Employees will be laid off only in accordance with their seniority within the work
44 unit in which they are employed. The seniority list shall show unit seniority.
45

1 Any employee covered under the job security provision contained within Article ~~H~~ 2 (C)
2 and who has exhausted the appropriate provisions of Article ~~VIII~~ 8, under ~~his/her~~ **their**
3 Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM
4 agreements regardless of having established any previous classification seniority.
5

6 D. In the restoration of force, employees will be re-employed in the order of seniority
7 within their unit.
8

9 E. In the event of the geographical relocation in whole or in part of any of the work
10 performed by employees covered by this Agreement, the employees affected will be given
11 an opportunity to transfer to the new location with transportation paid and in accordance
12 with the provisions set forth in paragraph (e) of Article ~~VII~~ 7 for the employee and ~~his~~ **their**
13 dependents living with ~~him~~ **them**, and given full credit for their accumulated classification
14 seniority at the point to which the work is transferred in whole or in part. The Company
15 will also arrange to transfer the employee's household effects at Company expense. Each
16 employee will be given five (5) relocation days with pay and a resettlement allowance of
17 \$3,000.
18

19 It is understood the increase or expansion of facilities at a particular point that does not
20 involve a reduction in jobs or facilities at another point shall not be construed as a
21 geographical relocation of work in whole or in part.
22

23 F. Except as otherwise provided in this Agreement, new employees hired after the
24 effective date of this Agreement shall be regarded as probationary employees for the ~~ninety~~
25 ~~(90)~~ **one hundred thirty (130)** days of their employment and there shall be no responsibility
26 on the part of the Company for the re-employment of temporary employees if they are
27 discharged or laid off during this period. This period may be extended ~~by mutual agreement~~
28 ~~between the Company and the Union. in circumstances where the employee has spent time~~
29 ~~away from the business for a period of fourteen (14) calendar days or more, with joint~~
30 ~~agreement between company and union, and can only be extended by the number days the~~
31 ~~employee was absent.~~ If retained in the service after the probationary period, the names of
32 such employees shall then be placed on the seniority list for their respective classification
33 in the order of the date of their original hiring at the point and on the system seniority
34 roster. The Company will furnish the Local Committee with names, classification,
35 department and rate of pay of all new employees within five (5) days after being employed.
36

37 G. Seniority lists by classifications shall be furnished to the Local Chairman and the
38 International Union, and shall be posted in each shop, hangar, or facility, January 1st of
39 each year and shall be revised each six (6) months thereafter. Such lists shall be subject to
40 correction upon protest for a period of thirty (30) days; if no complaint is made within
41 thirty (30) days after posting, the list as published will be assumed to be correct and no
42 changes will be made except under extraordinary circumstances. In preparing seniority lists
43 when it is impossible to determine the proper order by date of entering the classification or
44 by length of service with the Company, then the names shall be listed in alphabetical order
45 by surnames, as listed on their original employment application.
46

1 H. Employees will lose their seniority status and their names will be removed from
2 seniority lists under the following conditions:

3
4 1. ~~He~~ ~~They~~ quits or resigns from the Company or accepts a position within the
5 Company which is not under the jurisdiction of the IAMAW for a period in excess
6 of six (6) months. A waiver of this six-month provision may be granted by mutual
7 agreement.

8
9 2. ~~He is~~ ~~They are~~ discharged for just cause.

10
11 3. ~~He is~~ ~~They are~~ absent from work for three (3) consecutive workdays without
12 properly notifying the Company of the reason for ~~his~~ ~~their~~ absence, and not then if
13 a satisfactory reason is given for not so notifying the Company.

14
15 4. ~~He does~~ ~~They do~~ not inform the Company in writing or by telegraph of ~~his~~
16 ~~their~~ intention to return to service within seven (7) days of receipt of a notice
17 offering to re-employ him.

18
19 5. ~~He does~~ ~~They do~~ not return to the service on or before a date specified in
20 the notice from the Company after a lay-off, which date should not be prior to
21 fifteen (15) days after sending such notice; provided that notices pursuant to
22 subdivisions four (4) and five (5) of this paragraph (h) shall be sent by Registered
23 Mail (return receipt requested) or by telegram to the employee at the last address
24 filed by him with the Company.

25
26 6. Subdivisions (4) and (5) of this paragraph shall not apply to offers of
27 temporary work.

28
29 7. ~~He is~~ ~~They are~~ not recalled from lay-off within four (4) years from the date
30 of ~~his~~ ~~their~~ lay-off.

31 8. ~~They fail to return from a leave of absence at the end of an approved period.~~
32 ~~On such an occasion, the company must send a certified letter to the Union and to~~
33 ~~the employee in question to the last known address on file informing them of such~~
34 ~~action.~~

35
36
37 I. When it becomes necessary to reduce the working force, seniority plus ability as
38 per paragraph (b) of this Article and the job security language
39 spelled out in Article ~~H~~ 2 (C) will govern. In the event of reduction in force,
40 employees shall receive ten (10) workdays' notice, or ten (10) workdays pay, in lieu
41 thereof. If an employee fails to work out ~~his~~ ~~their~~ notice when requested to do so, ~~he~~ ~~they~~
42 shall be paid only for such period of ~~his~~ ~~their~~ notice that ~~he has~~ ~~they have~~ worked. A list of
43 employees to be laid off will be furnished the local Committee and International Union
44 prior to notifying the employees affected. When it becomes necessary to lay off employees
45 covered by this Agreement who must sever their connection with the Company because of
46 insufficient seniority exercised in another classification, unless covered by the job security

1 clause spelled out in Article ~~H~~ 2 (C), they should be given ten (10) workdays' notice of
2 same, or at the option of the employee two (2) weeks' salary in lieu thereof.
3

4 J. Employees laid off on account of a force reduction will be given preference
5 according to system seniority to transfer to any other point on the system within the
6 continental limits of the United States of America, where men are needed, with privilege
7 of returning to their home station when the force is increased. Such transfers shall be made
8 without expense to the Company but, space available, free transportation will be furnished
9 to the employee and ~~his~~ **their** dependents to the extent permitted by law.
10

11 K. Employees laid off in a reduction of force who desire to seek employment with
12 another **Company** elsewhere will, on one occasion, and upon application within sixty (60)
13 days after lay-off, be furnished with a space available one-way pass to any point desired
14 within the continental limits of the United States of America to the extent permitted by
15 law.
16

17 L. When a reduction in supervisory jobs becomes necessary, ten (10) working days-
18 notice will be given to each employee whose job is to be eliminated. Each employee
19 receiving such notice must make known within four (4) days thereafter ~~his~~ **their** intention
20 to exercise ~~his~~ **their** seniority in displacing a ~~Representative~~ **Lead** who is junior to him and
21 holding a comparable or lesser-rated job for which ~~he is~~ **they are** qualified. Other
22 ~~Representatives~~ **Leads** who are displaced by such actions must do likewise.
23

24 M. **Employees of the Company working under this agreement shall be afforded all**
25 **rights unimpaired as provided for by all applicable local, state or federal laws.**
26

27 N. All employees promoted to supervisory positions in classifications covered by this
28 Agreement **or who are, or who have been promoted to positions outside the scope of**
29 **this Agreement** will continue to accrue seniority for a period of six (6) months in the
30 classification from which they were promoted and shall retain all seniority so accumulated.
31

32 O. The senior employee within a classification will be given preference in the choice
33 of shifts, but after selection or assignment will not enjoy such further preference except to
34 fill vacancies or new positions or in the exercise of seniority after a reduction in force.
35

36 P. Should the Company bring in employees who are not covered by this
37 Agreement for training purposes, such employees will not fill any supervisory or non-
38 supervisory jobs.
39

40 Q. Any disputes as to the reasonableness of action taken by the Company relating to
41 seniority are to be handled in accordance with the grievance procedure outlined in Article
42 ~~XIII~~ **8**.
43

44 R. Any **full-time** employee covered by this Agreement with one (1) or more years of
45 service **and any part-time employee covered by this Agreement with two (2) or more**

1 **years of service** and who is laid off shall receive severance pay as provided in paragraph
2 (t) of this Article, subject to the limitations set forth herein.

3
4 Severance pay shall NOT be paid in the event:

- 5
6 1. An employee is dismissed for cause.
7 2. An employee resigns.
8 3. An employee refuses to work out ~~his~~ **their** notice if requested to do
9 so.
10 4. A National Emergency arises which results in cessation of
11 operations.
12 5. A strike or picketing of the Company's premises causing a temporary lay-
13 off of the employees.

14
15 S. An employee recalled to work under the terms of this Article after lay-offs who is
16 again laid off under the conditions that would entitle him to severance pay shall be entitled
17 to the amount specified for ~~his~~ **their** accumulated period of compensated service with the
18 Company calculated from the date of first recall and in accordance with paragraph (t) of
19 this Article, provided that severance pay shall not be paid twice for the same period of
20 compensated service.

21
22 T. Severance pay shall be calculated as follows:

23
24 Employees who have five (5) years of service or less one (1) week's pay for each
25 completed year of service.

26
27 Employees who have between six (6) and ten (10) years of service- one (1) week's
28 pay for each completed year of service up to five (5) years, plus two (2) weeks' pay
29 for each completed year of service between six (6) and ten (10) years.

30
31 Employees who have eleven (11) years of service and more- one (1) week's pay for
32 each completed year of service up to five (5) years, plus two (2) weeks' pay for
33 each completed year of service between six (6) and ten (10) years, plus three (3)
34 weeks' pay for each completed year of service beyond ten (10) years.

35
36 Total severance pay will be capped at 52 weeks. 52 years of service or more earns
37 52 weeks).

38
39 1. Employees laid off from their location and remain with the Company by
40 exercising their seniority rights or who remain with the Company by exercising
41 their contractual rights under Article ~~H~~ **2** will retain unlimited recall rights to the
42 station or stations from which they are laid off.

43
44 2. All employees who are on lay-off as described in paragraph (1) above, shall
45 have the right to bid on all job openings and promotions that are up for bid system

1 wide, covered under their contract and still maintain their unlimited recall rights to
2 the station or stations from which they were laid off.

3
4 3. Employees laid off who are unable to exercise their seniority, in any
5 classification at any location and are laid off to the street will have recall rights to
6 the station or stations from which they were laid off for a period of four (4) years.
7 These employees will have the opportunity to bid any/all unbid openings within
8 their work unit system wide, seniority permitting. It is the employee's responsibility
9 to contact the appropriate phone numbers supplied at the time of lay-off and
10 ascertain the positions/locations available and bid for the available position(s),
11 within the required time limits.

12
13 4. Employees laid off from their station/location who had the opportunity to
14 exercise their seniority in any classification in which they hold seniority, but choose
15 to be laid off to the street will have recall rights to the station or stations from where
16 they were laid off for a period of four (4) years. These employees during this lay-
17 off will have the opportunity to bid any/all unbid openings within their work unit
18 system wide, seniority permitting. It is the employee's responsibility to contact the
19 appropriate phone numbers supplied at the time of lay-off and ascertain the
20 positions/locations available and bid for the available position(s), within the
21 required time limits.

22
23 5. All employees of the Company who have been laid off to the street will
24 have the opportunity to be interviewed for entry level positions/unbid openings in
25 other contracts providing the employee properly notifies the Company. It is the
26 employee's responsibility to contact the appropriate phone numbers supplied at the
27 time of layoff and ascertain the positions/locations available and bid for the
28 available position(s), within the required time limits. All arrangements regarding
29 this provision will be the employee's responsibility.
30

ARTICLE IX 9 - FILLING OF VACANCIES

1
2
3
4 A. All permanent and temporary full-time vacancies, all new jobs, all premium jobs,
5 all promotions and all jobs at newly opened stations within the scope of this Agreement
6 expected to last more than ninety (90) days, shall be bulletined within five (5) days for a
7 period of ten (10) work days at all locations where employees here under are employed.
8 Such bulletin shall state whether the vacancy or vacancies or jobs are to be temporary or
9 permanent, the number of jobs to be filled, the classification of each job, the station or
10 location. The vacancy or vacancies will be bulletined system-wide at all shops and stations
11 giving all the information required above and shall specify a final date after which bids will
12 not be considered. Such date will not be less than ten (10) days after the bulletin is posted.

13
14 An employee who is absent from work for the entire ten (10) day period or longer may
15 file a late bid within forty-eight (48) hours of returning to duty.

16
17 B. An employee bidding for more than one (1) vacancy shall indicate the order of
18 preference on each bid, and if ~~he is they are~~ the senior bidder on more than one (1) vacancy,
19 ~~he they~~ shall have the opportunity to qualify only for the job ranked highest in ~~his their~~
20 preference. All bids will be made in three (3) written copies by the employee with two (2)
21 copies furnished to the Company and one (1) copy furnished to the General Chairman.

22
23 C. After an employee has been chosen to fill a bulletined job, the Company shall
24 within five (5) workdays post a notice of same on all appropriate bulletin boards and furnish
25 a copy to the General Chairman, showing the name of the successful bidder and ~~his their~~
26 classification seniority date.

27
28 An employee whose name is posted as the successful bidder to fill bulletined vacancies
29 and who subsequently rescinds ~~his their~~ bid, shall be prohibited from bidding for all
30 subsequent vacancies for a period of three (3) months. A successful bidder for a vacancy
31 will be permitted to bid for other vacancies without penalty up to ~~his their~~ last active
32 working day at ~~his their~~ present station. In the event that there is no applicant for a
33 vacancy, an employee who is presently prohibited from bidding under this paragraph, will
34 be allowed to file a late bid for the vacancy in accordance with seniority.

35
36 D. If the applicant whose application for a temporary or permanent bulletined job is
37 accepted is stationed at a location other than the location of the bulletined job, the Company
38 will furnish contingent air transportation for the employee affected and for the members of
39 ~~his their~~ family to the extent permitted by law from the location from which ~~he is they are~~
40 transferring to the location of the bulletined job. All other expenses incident to such transfer
41 including subsistence at the new location will be borne by the employees. The employee
42 will be allowed a reasonable period between the time ~~he is they are~~ relieved of ~~his their~~
43 duties until ~~he is they are~~ required to report at the new location. Such a period shall be
44 established in advance and be dependent upon the means of travel.

1 If the job bulletined as permanent fails to continue for at least six (6) months, a moving
2 expense allowance in accordance with the provisions of paragraph (e) of Article VIII 8,
3 excluding the resettlement allowance, will be allowed.
4

5 An employee who is transferred from one point to another at the request of the Company
6 shall be transferred at Company expense in accordance with Company regulations.
7

8 E. The senior bidder shall hold the bulletined job for a period of ~~ninety (90)~~
9 ~~consecutive~~ one hundred and thirty (130) calendar days on a trial basis in order to
10 demonstrate ~~his~~ their ability to perform the work required by the job. During such period
11 of ~~ninety (90)~~ one hundred and thirty (130) calendar days, if the employee is unable to
12 demonstrate ~~his~~ their ability to perform the work required by the job, or if ~~he~~ they finds the
13 job to be not as represented in the bulletin, ~~he~~ they may will return to ~~his~~ their previous
14 assignment without loss of seniority, but ~~he~~ they shall not, in case of failure to demonstrate
15 ability, for a period of six (6) months after said failure, be permitted to bid for a vacancy
16 in the same or higher classification in the same type of work in which ~~he~~ was they were
17 unable to demonstrate ability. ~~The trial period can only be extended if the employee is away~~
18 ~~from the business for more than fourteen (14) calendar days, and for only up to the exact~~
19 ~~amount of time the employee has been away.~~
20

21 F. During the interim required to bulletin a vacancy, the Company may upgrade the
22 most senior qualified employee on the shift to fill the vacancy temporarily, and ~~he~~ they
23 shall be paid at the next highest point on the scale to ~~his~~ their current rate.
24

25 G. In the case of vacancies in classifications above Agent not expected to exceed
26 ninety (90) days, the Company may upgrade the most senior qualified employee in the pool
27 (see Appendix "B", (11) to fill such vacancies on a temporary basis without bulletining the
28 job; however, cutback employees from such classifications will have preference in
29 accordance with their seniority in filling such vacancies.
30

31 H. The Company may replace a permanent full-time Agent that is absent for a period
32 of ninety (90) days or more, for any reason, with a temporary full-time Agent. The part-
33 time employee upgraded to the temporary full-time vacancy may be replaced by an
34 additional part-time staff member, on the station, in excess of the percentages of part-time
35 staff agreed between the parties. Temporary full-time vacancies of up to ninety (90) days
36 in the Agent classification may be filled in the first instance by local bid from the senior
37 qualified part-time employee in the same classification at the location where the vacancy
38 exists.
39

40 If the job continues for more than one hundred twenty (120) days the job will be bulletined
41 system-wide immediately, at or before the expiration of said one hundred twenty (120)
42 days. If the employee who has worked temporarily on the job is the successful bidder for
43 the job after bulletining, and that job was the next permanent vacancy posted and filled in
44 that classification system-wide, then ~~his~~ their seniority shall accrue from the date of such
45 temporary assignment.
46

1 If the job continues to cover an extended absence of the same permanent full-time
2 employee for a period of eighteen months (consecutive or non-consecutive) it will be bid
3 as a permanent full-time vacancy. This provision will not apply to positions filled by
4 employees exercising their contractual rights to maternity leave.

5 I. The Company may employ up to a total of six (6) temporary full-time Customer
6 **Service Experience** Agents at each station. These temporary positions must be bid for a
7 minimum of five (5) consecutive months but will not exceed seven (7) consecutive months
8 due to seasonal/schedule changes in a twelve (12) month period, April through March. Two
9 seven months periods may not run consecutively and must be separated by at least one
10 complete month.

11
12 By March 31 each year, the Company will notify the Union of its intentions with respect
13 to temporary full-time needs in the coming twelve (12) months specifically by station, the
14 duration of positions to be bid by month and the estimated number of positions.

15
16 An employee under this Agreement assigned to a temporary job under paragraphs (F), (G)
17 and (H) of this Article shall, upon discontinuance of such temporary job, be returned to
18 **his their** former job and status.

19
20 J. Shift vacancies will not be bulletined; however, the Company will assign the senior
21 employee desiring such vacancies.

22
23 K. It is agreed that the Company will normally promote its own staff to Representative
24 positions in accordance with paragraphs (m) to (t) of this Article.

25
26 L. The Company will maintain a Customer Experience **Representative Lead** pool at
27 each location. The pool will consist of up to ten full-time agents (10) at JFK Customer
28 Service. At stations outside of JFK which are manned with IAM staff, the pool will consist
29 of up to four (4) full-time Agents in Customer Service. Agents may bid to join the pool by
30 station classification seniority, provided the employee satisfactorily performs in **his their**
31 current job. ~~The successful bidder must pass a skills test.~~ If an agent is not afforded an
32 opportunity to join the pool through no fault of **his their** own, the agent will not be excluded
33 from bidding for a CER position.

34
35 Promotion to a permanent Customer Experience **Representative Lead** position shall be ~~by~~
36 ~~system seniority from Agents in the pool, provided the employee has the qualifications,~~
37 ~~satisfactorily performs his current job and passes a skills test.~~

38
39 ~~Those wishing to apply for the role of CSL shall be employed for no less than three years from~~
40 ~~the date of the position being posted. In instances where no employee with at least three years~~
41 ~~service applies for the role, the three year period will be waived to all employees not on~~
42 ~~probation at the time of the position being posted. For the avoidance of doubt, anyone can apply~~
43 ~~for the position of CSL, regardless of time employed with the company, however only those with~~
44 ~~three of more years of experience will be considered in the first round of the application process.~~

1 Prospective candidates will follow the application process set out and determinable by the
2 company in its sole discretion. Those candidates that are successful in achieving the required
3 standard would be moved into the CSL pool. For those already in the CSL pool, in order to be
4 considered for the permanent position, they must complete and achieve the required standard
5 through the application process. If those already in the CSL pool do not make the required
6 standard, they will remain in the CSL pool, able to work up unchanged from the applicable
7 processes.

8 Once a permanent position for CSL opens up, employees in the pool, who have achieved the
9 required standard through the application process, will be appointed to the permanent position in
10 seniority order. In cases where the most senior employee wishes to remain in the pool, the next
11 most senior employee will be appointed to the permanent position.

12 The entire application process will be managed by a Regional Director for British Airways (or
13 equivalent role) that is not based, nor has worked in the past, at the station where recruitment is
14 taking place.

15 If an employee twice refuses a permanent CSRL vacancy at the employee's location, ~~he~~
16 they will be removed from the system pool seniority list.

17
18
19
20 ~~M. Staff who are eligible and pass up their first opportunity to join the pool but~~
21 ~~subsequently opt to join the pool when further vacancies arise will be slotted in the~~
22 ~~promotional ladder below those already in the pool.~~

23
24 M. **Representative Lead** and pool training will be given to staff in system seniority order
25 subject to operational requirements. Staff will be required to attend and pass the courses as
26 follows.

27
28 O. For all stations the technical qualifications for the Customer Experience
29 **Representative Lead** shall be all systems and activities required for the role specific for the
30 job description.

31 P. Staff who are unable through no fault of their own to attain the qualifications in the
32 required timescale will be given further time and opportunities to become qualified, with
33 no change in status or pay. Personal reasons for absence will be accepted if appropriately
34 validated. An employee will not be bypassed for a promotion due to lack of training
35 availability or operational requirements.

36
37 Q. To complement the technical qualifications all prospective **Representatives Leads**
38 will be required to participate in a Leadership development program. This will be the last
39 course scheduled, except by agreement with the staff member concerned and ~~his~~ their shop
40 steward.
41

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

4
5 S. The Company will not hire anyone in the classification of Agent or high- er
6 classification hereunder if there are employees covered by this Agreement available who
7 are qualified and willing to fill such positions.

8
9 T. When an employee is appointed to a **Representative Lead** or similar classification
10 as a relief, ~~he~~ **they** shall be paid at the next highest point on the new scale to ~~his~~ **their** current
11 rate.

12
13 U. An employee may not transfer to a vacancy in ~~his~~ **their** classification unless ~~he~~ **has**
14 ~~they~~ **have** been at the station from which ~~he~~ **is** ~~they~~ **are** seeking to transfer for at least one
15 year. However, an employee who has accepted a promotion at another station or a part-
16 time employee accepting a permanent full-time job at another station, may return to ~~his~~
17 ~~their~~ original station whenever a permanent vacancy in ~~his~~ **their** classification arises.

18
19 Transfer from one entry level job to another will not be permitted until the employee has
20 at least one year's seniority in the classification from which ~~he~~ **is** ~~they~~ **are** seeking to
21 transfer.

22
23 V. For information purposes only, the Company will advertise throughout the system
24 all full-time jobs in excess of 30 days prior to hiring from the outside if the particular
25 position has not been filled through the normal bidding process.

26
27 W. Vacancies for Lead Telecommunications Officer shall be posted for bid and each
28 such position shall be awarded to the employee who has the greatest seniority among the
29 employees requesting the positions; provided the employee has the qualifications and
30 satisfactorily performs ~~his~~ **their** current job.

31
32 The senior bidder shall hold the bulletined job for a period of ninety (90) consecutive days on a
33 trial basis (or as otherwise provided) in order to demonstrate ~~his~~ **their** ability to perform the work
34 required by the job. During such period of ninety (90) days, if the employee is unable to
35 demonstrate ~~his~~ **their** ability to perform the work required by the job, ~~he~~ **they** may return to ~~his~~
36 ~~their~~ previous assignment, but ~~he~~ **they** shall not, for a period of six (6) months after said failure,
37 be permitted to bid for a vacancy in the same or higher classification in the same type of work in
38 which ~~he~~ **was** ~~they~~ **were** unable to demonstrate ability.

ARTICLE X 10 - LEAVES OF ABSENCE

1
2
3
4 A. When the requirements of the service will permit, any employee hereunder shall,
5 upon proper application and approval of the Company and Union, be granted a leave of
6 absence in writing for a period not in excess of ninety (90) days. Under such leaves, the
7 employee shall retain and continue to accrue seniority. Such leave or leaves may be
8 extended for additional periods not to exceed ninety (90) days when approved by the
9 Company and Union, in writing.

10
11 B. Each employee may take one (1) personal leave day with pay each calendar year,
12 using the same notice procedure in each Department or Section as is used for the CTO
13 days. Personal leave, days will take priority over CTO day requests, except on contractual
14 holidays, Christmas Eve, New Year's Eve, Easter, Mother's Day and Father's Day. If
15 unused during the calendar year, employees may roll it into their CTO bank at the end of
16 the calendar year.

17
18 C. Employees accepting full-time employment with the Union shall during such
19 employment be granted an indefinite leave of absence by the Company. Such leave of
20 absence will not affect the seniority status of the employee. A maximum of one employee
21 selected shall have the right to continue participation in the established Health and Welfare
22 and Pension programs. The employee will pay the active employee contribution for the
23 health care tier they have chosen paid monthly directly to the Company. Furthermore, said
24 employee will be granted necessary free transportation on the Company's system relative
25 to the problems arising under this Agreement.

26
27 D. Employees hereunder returning from an authorized leave of absence or extension
28 thereof, will be returned to the job held when the leave was granted. If the job no longer
29 exists, ~~he they~~ may exercise ~~his their~~ seniority.

30
31 E. Any employee enlisting in, drafted or conscripted for Military or Naval service in
32 defense of the United States or the British Commonwealth during an actual period of war,
33 or any employee drafted or conscripted by Act of Congress for Military or Naval training
34 shall retain ~~his their~~ seniority unimpaired and upon honorable discharge from such service,
35 shall in accordance with the laws of the United States, be restored to ~~his their~~ former
36 position or one of equal rating in accordance with the exercise of seniority rights, provided
37 ~~he they applies apply~~ for reinstatement within ninety (90) days following ~~his their~~ discharge
38 from Military or Naval service.

39
40 In case of temporary or partial disability which makes it impossible to return to work within
41 ninety (90) days after discharge, special arrangements will be made by the Company and
42 the Union for a proper extension of time.

43
44 F. Employees who are members of an Armed Forces Reserve will be granted leaves
45 of absence for the required part-time performance of military training or duties, and such
46 time shall be counted as time worked for all purposes whatsoever under this Agreement,

1 provided notice of reserve duty has been shown to the Department Head upon receipt.
2 Employees called to active reserve duty for two weeks or less will be reimbursed for basic
3 pay lost on military duty, provided statement of reserve pay is presented to the Timekeeper
4 no later than thirty (30) days after ~~his~~ their return to work. Pay from military authorities for
5 such duty shall be deducted from the regular basic pay from the Company.
6
7

1 Vacation entitlement for employees hired before September 12, 2014 will not exceed 25*
2 days. Employees with a vacation entitlement that exceeds 25 days as of September 12,
3 2014 will maintain but not be able to exceed their current level of vacation entitlement.

4
5 *Staff with 23 years or more of service **as of September 12, 2014** will proceed to 30 days'
6 vacation entitlement in the year of the 25th anniversary of continuous service. Staff with
7 28 years of service or more **as of September 12, 2014** will proceed to the 35-day vacation
8 accrual entitlement in the year of the 30th anniversary of continuous service.

9
10 At an employee's request, the Company will reimburse at straight time, at the end of the
11 calendar year, any unused vacation beyond 25 days. Bidding for the seventh (7th) weeks'
12 vacation will take place after all other staff have bid their vacation.

13
14 D. The Company reserves the right on termination of employment to recover pay for
15 all leave taken but unearned in accordance with paragraph (a) of this Article.

16
17 E. Accrued vacation allowance shall be paid to any employee who resigns or leaves
18 the Company because of reduction in force, or for Military Service, provided that in the
19 case of resignation, the employee has completed six (6) continuous months of service. **He**
20 **They** shall not be paid for such accrued vacation if **he they** resigns without giving two (2)
21 weeks written notice to the Company, or if **he has they have** been discharged for cause
22 involving monetary or material loss to the Company.

23
24 Employees who are discharged from the service of the Company prior to taking the annual
25 vacation earned at the beginning of the current year shall receive vacation pay in lieu of
26 said vacation within ten (10) days from date of discharge, provided however that where
27 such action of discharge is appealed in accordance with other Articles of this Agreement,
28 such pay shall be retained by the Company pending final disposition of the appeal.
29 However, in reduction of forces, an employee who accepts other employment during the
30 period of notice shall not forfeit accrued vacation pay. In case of the death of an employee,
31 the amount due shall be paid to **his their** legal heir or representative in accordance with
32 applicable laws, provided the deceased employee has completed six (6) continuous
33 months of service.

34
35 Vacation rosters will be permanently displayed on Notice Boards and Department Heads
36 and/or Deputies shall not appear on such rosters, nor compete with employees hereunder
37 for vacation dates.

38
39 F. Regularly scheduled days off or recognized holidays at the beginning or end of a
40 vacation period will not be considered as part of the vacation period. If recognized holidays
41 fall within an employee's vacation period, said vacation will not be extended but an
42 equivalent amount of CTO will be credited to the employee's CTO bank or the employee
43 can request the equivalent amount of pay in the corresponding week's paycheck.

44
45 G. Requests for vacation leave will be granted so far as possible on a basis of seniority
46 at the point or facility affected. Subject to the requirements of the Company, employees

1 covered by this Agreement will be permitted to select their vacation in the shop, station or
2 department in which they are employed in accordance with length of service within
3 classification.

4
5 **Where a separate AM shifts roster is established based on operational requirement,**
6 **a separate vacation roster from the PM shift will be created.**

7
8 Schedules for such vacations will be published by October 15th prior to the beginning of
9 each vacation year, and staff shall choose their vacation preference in seniority. A limit of
10 four (4) weeks' vacation will be bid in the months of June, July and August by any one
11 employee. Five (5) CTO days may not be bid in conjunction with vacation during this
12 period.

13
14 By October 1st, staff must advise whether five (5) CTO **or ten (10)** days will be taken in
15 conjunction with vacation as well as the number of vacation weeks to be used in the next
16 vacation year.

17
18 Any employee who has not so chosen by December 1st, will have **his** **their** vacation period
19 assigned; however, senior employees will not be permitted to take vacation already
20 assigned to a junior employee. On promotion an employee may be required to change **his**
21 **their** original vacation preference, depending upon operational demands, upon entry into
22 the new classification.

23
24 H. Employees with a vacation entitlement of two (2) weeks or more per year, will be
25 allowed to convert up to two (2) weeks of vacation time to CTO days to be deposited in
26 their CTO bank. Employees have to exercise this option prior to bidding their vacation
27 entitlement for the year.

28
29 I. Vacations shall not be cumulative, and at no time shall vacations be taken in
30 conjunction with the vacation entitlement for another year. Staff are expected to bid and
31 take their vacation during in the year in which it is earned. If unused during the calendar
32 year, employees may roll it into their CTO bank following the end of the calendar year. If
33 the Company has requested the employee in writing to postpone such vacation, the
34 employee shall be entitled to defer such vacation until the succeeding year. However, as
35 an exception, an employee may be allowed to combine one year's vacation with the next,
36 providing it is taken at the end of December in conjunction with the next year's vacation
37 on the First of January.

38
39 J. Employees will not be paid in lieu of accrued vacation except upon termination of
40 employment and in accordance with paragraphs (a) and (c) of this Article.

41
42 K. Vacation pay shall not accrue during leaves of absence. Employees shall be entitled
43 to take their annual vacation entitlement, but their vacation pay will be prorated to take into
44 account the number of months they were off the payroll.

1 L. Vacation shall be scheduled to commence after the close of the work week and will
2 end previous to and in conjunction with the next two (2) scheduled days off.
3

4 M. The Company may employ a vacation relief roster for all Sections or Departments.
5 Inclusion on the roster will be on a bid basis and employees who bid will be used as
6 vacation relief for other staff in their classification. Employees will be paid the night shift
7 differential when on vacation relief regardless of the actual relief shift worked.
8

9 The maximum number of employees permitted to be on vacation at any one time will be
10 equal to the number of employees on the vacation relief roster. In no event however, shall
11 the number of employees on the vacation relief rosters exceed 20% of the total number of
12 employees in each classification on the vacation roster.
13

14 There will be two methods of implementing this procedure. Each classification will be
15 free to select the method to be used and once selected it will not be changed until the next
16 roster change.
17

18 An employee on the vacation relief roster may select the vacation week ~~he wishes they~~
19 ~~wish~~ to work from those required to be covered by the Company. The employee on
20 vacation relief will be used exclusively to cover vacations and CTOs bid five (5) days at
21 a time and in conjunction with their vacation and will not be used to cover any other
22 absences.
23

24 1. Any provision in this Agreement to the contrary notwithstanding
25 vacation will be deemed to consist of 5 workdays with 2RDO's falling on Saturday
26 and Sunday. In order to accomplish this, all affected employees will change RDO's
27 in the week preceding their vacation as in the **example below**.
28

29 2. Vacations will begin after an employee's RDO's. In this case,
30 employees bidding on the vacation relief roster will select the shifts they are to
31 work on a block basis i.e. they will select these relief shifts for the entire seasonal
32 roster.
33

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th.</u>	<u>F</u>	<u>S</u>	<u>Sun</u>
Week 1	X	X	X	Off	Off	X	X
Week 2	X	X	X	X	X	Off	Off
Week 3	VACATION.....					Off	Off
Week 4	VACATION.....					Off	Off
Week 5	X	X	X	Off	Off	X	X

34
35 When an employee transfers, resigns, retires or is terminated their bid vacation will be
36 posted for rebid. Subsequent rebidding of open vacation slots will be managed by the union
37 and will be subject to operational requirements.
38

1 **ARTICLE XII 12 - SICK LEAVE AND SPECIAL LEAVES**

2
3
4 THE EMPLOYEES COVERED BY THIS AGREEMENT AND THE UNION RECOGNIZE
5 THEIR OBLIGATION OF BEING TRUTHFUL AND HONEST IN PREVENTING
6 UNNECESSARY ABSENCES OR OTHER ABUSES OF SICK LEAVE PRIVILEGES.

7
8 A. Employees with more than three (3) months service with the Company shall be
9 credited with sick leave credit at the rate of ~~nine (9)~~ ten (10) days per calendar year, pro-
10 rated for any part year of employment, e.g. year of joining or any year in which the
11 employee is off the payroll. Any part of a month for which any employee is paid shall be
12 counted as a complete month for accrual of sick leave.

13
14 Employees hired before September 12, 2014 shall be credited with sick leave credit at the
15 rate of twelve (12) days per calendar year, pro-rated for any part year of employment, e.g.
16 year of joining or any year in which the employee is off the payroll Any part of a month
17 for which any employee is paid shall be counted as a complete month for accrual of sick
18 leave.

19
20 An employee may use from ~~his~~ their accrued sick time up to twelve (12) excused hours per
21 year for the purpose of pre-planned/pre-approved medical procedures. These hours must
22 be taken in four (4) hour increments and notice must be provided one week in advance.

23
24 ~~B. For the first three years of active employment, an employee shall be allowed two~~
25 ~~(2) occasions per year of medically certificated absence, drawing up to his unused sick~~
26 ~~leave credit. Any absence other than the two occasions described above shall be unpaid.~~
27 ~~All accrued and unused sick leave shall be credited to the employee's record.~~

28
29 ~~C.~~ B. Sick leave shall be credited to each employee at the beginning of each calendar
30 year. All employees will be credited with sick leave based upon length of service with the
31 Company from the date of engagement, less any sick leave paid by the Company since that
32 date.

33
34 In the case of actual sickness, employees shall be paid for time lost up to the number of
35 days to ~~his~~ their personal credit, provided that in case of continuous absence of over three
36 (3) days the employee will furnish to the Company a medical certificate in support of such
37 absence. If the period of absence extends on both sides of days off, the days off shall be
38 counted in the three-day period, and a medical certificate shall be required.

39
40 ~~D.~~ C. After one (1) weeks absence, employees are required to file for short term
41 disability benefits. Staff who are being paid full sick pay benefits from their accrued sick
42 bank will have disability benefits revert to Company. If after an employee exhausts their
43 sick bank and remains unable to work due to illness or injury, an employee will receive a
44 disability benefit from the insurance carrier. Sick leave credit will be reduced at the rate of
45 one day for each day the employee is absent from work.

1 ~~E.~~ D. Employees on sick leave shall receive their sick leave compensation for the time
2 accrued to their personal sick leave credit, on the next established pay day, excepting
3 employees outside New York who will have their pay adjusted on the following pay day.
4

5 ~~F.~~ E. It is the responsibility of the employee absent from work because of sickness to
6 immediately report such absence and reasons therefore to the Company designated
7 telephone number at least two (2) hours before ~~his~~ their scheduled starting time. To ensure
8 adequate staffing on AM shifts, all staff reporting sick are required to report such absence
9 to the Company at the earliest opportunity, but no later than the two (2) hours mentioned
10 above. In relation to AM shifts, for the second sick day or more, the employee is required
11 to report such absence the night prior during operational hours.
12

13 ~~G.~~ F. Where an employee has been absent from work due to sickness, unsupported by
14 medical certificates, on five occasions during any period of six months, ~~he~~ they will be
15 required to produce medical certificates for all future absences before being permitted to
16 return to work.
17

18 If ~~his~~ their attendance thereafter improves to a satisfactory level during the next six months,
19 the requirement to produce medical certificates shall be discontinued. This requirement
20 shall be without prejudice to the Company's right to take other action whenever abuse of
21 sick leave is indicated.
22

23 ~~H.~~ G. Any Group Insurance plans now in effect shall be continued in effect during the
24 life of this Agreement or until changed by mutual agreement. The employees will pay the
25 contribution rates shown in Appendix C. The Company agrees that during the life of this
26 Agreement, the rate of payment by the employee on any existing insurance plans will not
27 be increased. The employee contribution percentages, the employee monthly contributions
28 amounts, all copays, employee coinsurance rates and all other Plan Design features will
29 remain, as negotiated, until such time as a new Collective Bargaining Agreement is
30 ratified.
31

32 ~~I.~~ H. If the Company, at any time at its discretion, grants additional sick leave or
33 assistance to any employee, it shall not constitute a precedent requiring additional sick
34 leave or assistance in any other case.
35

36 ~~J.~~ I. Sick leave credit will not accrue during a lay-off or leave of absence.
37

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

1
2 ~~L.~~ K. Employees called for jury duty shall receive, in accordance with Company
3 Regulations, their regular straight-time rate less the fee for jury services, providing notice
4 of jury duty has been shown to the Department Head upon receipt, and statement of jury
5 fee paid is presented to the Timekeeper as soon as it is received by the
6 employee. Employees called for jury duty will be assigned to the day shift with Saturday
7 and Sunday off for the period in question.
8

9 ~~M.~~ L. If an employee is disabled by an occupational injury or illness which is
10 compensable under the applicable Workers' Compensation Laws, ~~he they~~ shall receive ~~his~~
11 ~~their~~ normal straight time wages for a period not to exceed forty-five (45) calendar days.
12 ~~For any employees who join British Airways after the date of ratification (November 19,~~
13 ~~2009), this amount will not exceed thirty (30) calendar days.-~~
14

15 At the conclusion of the above-mentioned period, an employee may request sick leave pay
16 for absence continuing beyond said period to the extent of ~~his accrued sick leave thirty (30)~~
17 ~~days. In the event that he received Workmen's Compensation because of such absence, he~~
18 ~~shall turn over such compensation to the Company and shall have his sick leave restored~~
19 ~~to the extent that the compensation offsets the sick leave pay granted; provided, however,~~
20 ~~that sick leave credit will be restored only in units of one-half (1/2) days.-~~
21

22 The refunding of benefits to the Company shall not apply to any Workers' Compensation
23 benefits received as an award for partial or permanent injury, and which might exceed ~~his~~
24 ~~their~~ total wages for the period of time lost for employment.
25

26 ~~N.~~ M. It is agreed that employees who are required to provide post-natal care for a
27 newborn infant will be granted up to one year's leave of absence without pay.
28

29 ~~O.~~ N. Day trade privileges will be contractual, ~~eight (8) ten (10)~~ per month will be
30 allowed, an employee cannot link two (2) consecutive months together through day trades,
31 qualifications among staff must be equal, and day trades must be approved by
32 management.
33

34 Individual employees who violate the day trade policy may lose their right to day trade, as
35 subject to provisions of the Company day trade policy. Subject to the day trade guidelines
36 and approval of the local manager, CEAs in the station's **CERL** pool may voluntarily agree
37 to work a **CERL** shift. If the CEA who is working for the **CERL** is acting or functioning
38 as the **CERL**, ~~he/she they~~ will be paid at the appropriate rate/step of the **CERL** pay scale.
39

1 the Manager, Human Resources or ~~his~~ **their** authorized representative, within ten
2 (10) days after receiving the answer in Step 1.
3

4 A fact sheet in a form agreed between the Company and the IAMAW shall
5 accompany the written grievance. Where the facts are agreed, both the grievant and
6 the authorized Company representative who heard the oral grievance shall sign the
7 fact sheet. Where the facts in the grievance are not disputed at this stage, it is
8 understood and accepted that these are the facts upon which decisions shall be
9 based at each step of the grievance procedure not including the System Board.
10 Where the facts are not agreed, both the grievant and the Company Representative
11 who heard the grievance at the oral step, will submit separate fact sheets, but each
12 will sign the sheet prepared by the other so that each may be aware at this stage of
13 the discrepancies of fact which exist. The Manager, Human Resources or this
14 authorized representative will render ~~his~~ **their** decision in writing no later than ten
15 (10) days after receipt of the written grievance and fact sheet(s).
16

17 3. **(Step 3)** If the decision in step two (2) is not considered satisfactory, a Union
18 General Chairman or ~~his~~ **their** designee may refer the matter to the Company's
19 Vice-President Human Resources. The notice of intent to appeal the matter to step
20 three (3) must be made in writing within thirty (30) days after the step two (2)
21 decision. Within thirty (30) days after the step three (3) appeal date, the Vice-
22 President Human Resources or ~~his~~ **their** designee will meet with the Union General
23 Chairman or ~~his~~ **their** designee and endeavor to reach a settlement of the issues
24 involved on the matter appealed. A written decision will be issued no later than five
25 (5) working days following the meeting. If the decision in step three (3) is not
26 satisfactory to the Union, the matter may be referred by the Union's General
27 Chairman to the System Board of Adjustment.
28

29 C. No employee who has been in the service of the Company for more than ~~ninety~~
30 ~~(90)~~ **one hundred and thirty (130)** days will be disciplined to the extent of loss of pay or
31 discharged without first having the benefit of a fair and impartial hearing. However, an
32 employee may be suspended pending such investigation or such hearing.
33

34 1. The employee will be advised in writing of the precise charge or charges
35 against ~~him~~ **them** within ~~ten (10)~~ **twenty (20)** days after the date the Company has
36 knowledge of the occurrence. An additional ~~twenty (20)~~ **ten (10)** days will be
37 granted if the Company requests it from the Union for the Company to complete a
38 proper investigation of the facts. Copies of the charge or charges will be furnished
39 to the Local Committee and the accredited representative. If after investigation the
40 Company decides not to conduct a hearing, under the terms of the contract the
41 employee will be so notified as soon as possible after the decision is reached.
42

43 2. In the event of discharge or suspension, a hearing will be held within ten
44 (10) days from the date of the written notice and at this hearing the employee may
45 be present and have representatives of ~~his~~ **their** own choosing. ~~He~~ **they** will be

1 permitted to hear all evidence against him and with his their representative question
2 all witnesses and/or statements against him.
3

4 A reasonable opportunity will be allowed employees to secure the presence of their
5 representatives, and it shall be the obligation of the Company to summon all
6 witnesses whom the employee feels can present facts which will lend weight to his
7 their testimony.
8

9 3. All hearings and investigations will be conducted during regular day shift
10 working hours, and Committee Members and necessary employee witnesses shall
11 not suffer loss of pay while handling grievances or attending hearings.
12

13 4. The hearing officer will render his their decision in writing no later than ten
14 (10) days after the close of the hearing.
15

16 5. In case it is found the suspension or discharge is unjust, the employee will
17 be re-instated with full seniority, paid for time lost, and records corrected.
18

19 6. In cases of discipline which do not involve discharge, if the employee(s)
20 with regard to whom the hearing was held is dissatisfied with the decision reached
21 by the Hearing Officer, the employee may file a grievance no later than thirty (30)
22 days after the Hearing Officer reached his their decision.
23

24 7. In the event of a discharge, the General Chairman or his their representative
25 may appeal the decision to the System Board of Adjustment not later than thirty
26 (30) days after the Hearing Officer has reached his their decision.
27

28 D. Service records shall be maintained for all employees by the Company, and upon
29 resignation or discharge from the service, the employee, upon request, will be furnished
30 with a copy of same. In discharge cases, the employee and his their Union representative
31 will have access to the service records applicable to the case prior to the holding of any
32 investigation. In cases where it is necessary that a man should be warned due to the caliber
33 of his their work and/or the general performance of his their duties, such warning will be
34 made to the employee in writing with a copy to the Local Chairman, and the employee will
35 be given a reasonable length of time to correct the matter.
36

37 E. Written disciplinary letters and Hearing Officers Decisions which deal with
38 punctuality, attendance, and other forms of discipline which are more than two years and
39 one day old, without any subsequent disciplinary action having been taken will be removed
40 from the employee's record. Attendance and other disciplinary issues will be treated
41 separate for purposes of this paragraph.
42

43 F. Service and/or personnel records will be made available for examination at any time
44 upon request from employees hereunder or from a General Chairman of the District.
45

1 G. No employee selected as a Committeeman or Officer of the Union will be
2 discriminated against for lawful activity on behalf of the Union.
3

1 F. The neutral member (Referee) shall preside at meetings and hearings of the Board
2 and shall be designated as Chairman of the System board of Adjustment. It shall be the
3 responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits
4 and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute
5 is afforded.
6

7 G. The Board shall meet in New York City, unless a different place of meeting is
8 agreed upon by the Company and the Union. In the event either of the parties is of the
9 belief that the hearing should be held at a site other than New York City, such party will
10 notify the other party and, if both sides agree, the System Board hearing will be conducted
11 at the site agreed upon.
12

13 H. The notice of dispute properly referred to the Board for consideration shall be
14 addressed in writing to the Company member and the Union member jointly and shall
15 include the following.
16

17 Each case submitted shall show:

- 18 1. Question or questions at issue.
- 19 2. Statement of facts.
- 20 3. Position of appealing party.
- 21 4. Position of other party.
- 22
- 23
- 24
- 25
- 26

27 I. Upon filing the notice of dispute, the Company and the Union Board members shall,
28 within ten (10) working days, select a Referee to sit with the Board to settle the dispute and
29 the Secretary of the Board shall advise the appealing party and other party of the name and
30 address of the Referee. If the Board members are unable to agree upon a Neutral Referee
31 within the ten (10) workdays, a joint request will be directed to the Chairman of the
32 National Mediation Board for the appointment of a Neutral Referee.
33

34 J. The parties will endeavor to schedule a hearing date within thirty (30) days after
35 the appointment of the Neutral referee. If neither party nor the Chairman requests a hearing,
36 such hearing shall be waived.
37

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

1 Session, if possible. However, a written award will be rendered to the parties not later than
2 thirty (30) days following the Executive Session.
3

4 L. The time limits expressed in this Article may be extended by mutual agreement of
5 the parties to this Agreement. The expenses and reasonable compensation of the Referee
6 selected, as provided herein, shall be borne equally by the parties hereto.
7

8 M. Employees covered by this Agreement may be represented at Board hearings by
9 such person or persons as they may choose and designate, and the Company may be
10 represented by such person or persons as it may choose and designate. Evidence may be
11 presented either orally or in writing, or both. The Board may, at the request of either the
12 Union member or the Company member thereon, call any witnesses who are employed by
13 the Company and who may be deemed necessary to the dispute.
14

15 N. A majority of all members of the Board shall be competent to make an award.
16

17 O. Decisions of the Board in all cases properly referable to it shall be final and binding
18 upon the parties thereto.
19

20 P. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges
21 accorded either to the employees or to the Company, or their duly accredited
22 representatives, under the provisions of the Railway Labor Act as amended.
23

24 Q. The Board shall maintain a complete record of all matters submitted to it for its
25 consideration, and of all findings and decisions made by it.
26

27 R. Each of the parties will assume the compensation, travel expense and other expense
28 of the Board member selected by it.
29

30 S. Each of the parties hereto will assume the expenses of the witnesses called or
31 summoned by it. Compensation of witnesses who are employees of the Company, who are
32 summoned by either party, will be assumed by the Company. Witnesses who are employees
33 of the Company, if necessary, shall receive free air transportation from the point of duty or
34 assignment to the point at which they must appear as witnesses and return, to the extent
35 permitted by law and mutual agreements with other air carriers.
36

37 T. The Company and the Union members of the System Board, acting jointly, shall
38 have the authority to incur such other expenses as in their judgment may be deemed
39 necessary for the proper conduct of the business of the Board and such expenses shall be
40 borne one-half by each of the parties hereto. If necessary, Board members shall receive
41 free air transportation for the purposes of attending meetings of the Board, to the extent
42 permitted by law and mutual agreements with other air carriers.
43

44 U. It is understood and agreed that each and every Board member shall be free to
45 discharge **his their** duty in an independent manner without fear that **his their** individual

1 relations with the Company or with the Union may be affected in any manner by any action
2 taken by him in good faith in ~~his~~ their capacity as a Board member.

3
4 V. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges
5 accorded either to the employees or to the Company or to their duly accredited
6 representatives, under the provisions of the Railway Labor Act, as amended.
7

ARTICLE XV 15 - SAFETY AND HEALTH

1
2
3
4 A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in
5 all plants, and to maintain at all times a registered emergency first aid station to take care
6 of its employees in case of accident or illness, provided that nothing in this Agreement
7 shall compel the Company to maintain a doctor or nurse at any of the Company's bases or
8 stations. The Company agrees to furnish good drinking water and sanitary fountains will
9 be provided wherever possible. The floors of the toilets and washrooms will be kept in
10 good repair and in a clean, dry and sanitary condition. The Union and employees recognize
11 their duty and responsibility to assist in maintaining safe, healthy and sanitary conditions.
12 Shops and washrooms will be lighted, ventilated and heated in the best manner possible,
13 consistent with the source of heat, ventilation and light available. Individual lockers will
14 be provided for employees. In order to eliminate, as far as possible, accidents and illness,
15 an adequate Safety Committee will be established at each point on the System, composed
16 of an equal number of Union representatives and Company representatives.

17
18 B. The duty of the Safety Committee will be to see that all applicable State and
19 Municipal safety and sanitary regulations are complied with, as well as to make
20 recommendations for the maintenance of proper standards.

21
22 C. This Committee shall receive and investigate complaints regarding unsafe and
23 unsanitary working conditions. Proper and modern safety devices shall be provided for all
24 employees working on hazardous or unsanitary work, such devices to be furnished by the
25 Company. Employees will not be required to use unsafe tools or equipment; however,
26 employees will be expected to report unsafe tools or equipment to the Representative
27 before refusing to use such defective tools or equipment. The Company will furnish
28 protective apparel, equipment and devices approved by the Safety Committee to all
29 employees required to work with acids or chemicals that are injurious to clothing or
30 employees, and such other protective apparel, equipment and devices as their work may
31 require, and all employees shall be required to use such apparel, equipment and devices.
32 Failure to do so will result in forfeiture of the right to claim sick leave pay for an absence
33 occasioned by such neglect. Copies of Minutes of any Committee Meeting shall be sent to
34 the General Chairman.

35
36 D. Employees injured while at work shall be given medical attention at the earliest
37 possible moment and employees shall be permitted to return to work without signing any
38 release of liability, pending the disposition or settlement of any claims for damage or
39 compensation. Such injured employees who are able to work will be allowed to obtain
40 medical attention without loss of time. It is the responsibility of the injured employee to
41 report an injury to ~~his~~ their immediate Supervisor during the work period in which the
42 injury occurred.

43
44 E. Employees entering the service of the Company may be subject to a physical
45 examination. The cost of any such examination will be paid by the Company.
46

1 **ARTICLE XVI 16 - GENERAL AND MISCELLANEOUS**

2
3
4 A. Subject to applicable law, reasonable smoking and refreshments during hours of
5 duty will be permitted in designated areas, provided an employee shall not leave the job to
6 indulge in such smoking and refreshments without permission.
7

8 B. As appropriate, staff shall be provided with customer contact uniforms or workwear
9 to the specifications stated in the Company's Uniform regulations without cost to the
10 employee. Employees losing such garments shall be required to replace same at their own
11 expense. When an employee leaves the service of the Company, such garments will be
12 returned to the Company.
13

14 Employees required to wear a uniform must report for the start of their shift in uniform.

15
16 British Airways will assist in the laundering and cleaning of uniforms in the following
17 manner:
18

19 1. Each affected employee will receive by December 15th of each year the
20 sum of ~~\$250.00~~ \$275.00 to cover all cleaning and laundering costs incurred during
21 the year. This amount will be pro-rated for employees who may have worked less
22 than a full year. Employees assigned to **Concorde Team** will be eligible to receive
23 such payment.
24

25 2. This allowance shall not apply to employees whose uniforms are presently
26 being delivered or laundered at Company expense by an out- side cleaning service.
27 Employees who wear uniforms which are laundered by the Company will be issued
28 a minimum of five (5) shirts and two (2) pairs of trousers each week.
29

30 3. This reimbursement shall not apply to extraordinary expenses such as
31 repairs or alterations.
32

33 4. British Airways reserves the right to change this procedure by contracting
34 with a service which will provide cleaning and laundering of entire uniforms at
35 Company expense. Such change would be made at the beginning of the calendar
36 year.
37

38 C. A place shall be provided inside all Company shops and hangars marked
39 "International Association of Machinists and Aerospace Workers" where Union notices of
40 interest to the employees will be posted; however, no political circulars, propaganda or
41 advertisements will be placed on these bulletin boards.
42

43 D. **It is hereby mutually agreed and understood that the Company agrees to**
44 **continue its present practice of paying the cost of parking at Airports where**
45 **employees covered in this Agreement are located.**
46

1 E. It is also agreed that where at any airport the parking facilities available to
2 employees are drastically changed the Company will negotiate the changed
3 circumstances with representatives of the I.A.M.
4

5 F. The Company shall provide each employee covered by this Agreement with a copy
6 of the Agreement printed in a Union shop and bound in a convenient pocket-size booklet.
7

8 G. It is understood and agreed that the Company will not lock out any employee
9 covered hereby, and the Union will not authorize or take part in any strike, or picketing of
10 Company premises during the life of this Agreement, until the procedures for settling
11 disputes as provided herein, and as provided by the Railway Labor Act as amended, have
12 been exhausted.
13

14 H. The Chairperson of Shop Stewards at JFK across all Agreements, ~~shall be~~
15 ~~scheduled to work within the operation four hours per day. The other four hours, per day,~~
16 ~~of his/her work day he/she to be off full-time with pay and benefits for the purpose of~~
17 ~~representing all members across all IAMAW contracts on British Airways properties and~~
18 ~~shall be considered over and above the normal requirements. for that shift and he/she In~~
19 ~~addition they~~ will be free to conduct union related affairs under the Agreements and in so
20 doing will get clearance from ~~his/her their~~ Section Head or ~~his their~~ designee to enter work
21 areas. However, it is understood that the provisions of Article ~~I 1~~ (b) will apply relative to
22 such activities.
23

24 For purposes of disciplinary hearings, an employee may request the Chairperson of Shop
25 Stewards, ~~provided the Chairperson is from the employee's respective contract,~~ or the
26 Chief Shop Steward ~~from their respective contract~~ to act as their representative. The
27 ~~representative Chief Shop Steward~~ will be released from duty to attend the hearing, subject
28 to operational requirements, paid for lost ~~straight~~ time hours and, if required, provided
29 with free space available travel in line with agreed pass policies. The hearing will be
30 rescheduled as necessary until such time as the Company can release the representative
31 from duty.
32

33 I. The IAM Negotiating Committee may consist of two employee representatives per
34 contract. The President & Directing General Chairperson of District 142 will be the one
35 who determines whether it will be one or two representatives per contract.
36

37 British Airways will pay the wages of one (1) union representative per contract during
38 negotiations, but not **travel time and** overtime. Expenses will be the responsibility of the
39 IAM.
40

41 When Shop Stewards or other employees wish to undertake union activities at the request
42 of the IAMAW, the Company, subject to operational requirements and without pay, will
43 endeavor to release them.
44

45 J. Any employee leaving the service of the Company will, on request, be furnished
46 with a letter setting forth the individual's length of service.

1
2 K. If new equipment is put into service by the Company, employees shall be given
3 every opportunity to become familiar with the new equipment without change in
4 classification.

5
6
7 Any charter flights operated by BA to manned on-line stations will be handled by
8 employees covered by this Agreement. Flights into locations not manned by BA shall be
9 handled at the Company's discretion.

10
11 L. Full-time employees will be permitted to engage in an outside profession, trade, or
12 business while employed by British Airways. Full-time employees who wish to engage in
13 outside profession, trade or business while employed by British Airways will be required
14 to:

15
16 1. Provide to the People Department written notice of their secondary
17 employer details (name of secondary employer/company, address and telephone
18 contact, and number of hours regularly scheduled to work) prior to starting the new
19 job/occupation.

20
21 2. Employees who are absent from work due to illness, short term or long-term
22 disability or occupational injury may not engage in a secondary occupation without
23 permission from the People Department.
24

25 **M. Renewing SIDA Badge**

26
27 1. Employees who renew a SIDA badge at a station shall be permitted to complete
28 the renewal process during their regularly scheduled shift if the SIDA office is open
29 during those shift hours. If an employee's regularly scheduled shift is other than
30 when the SIDA office is open, the employee shall be paid up to one (1) hour of straight
31 time to process the application during their off-duty hours.

32
33 2. If the renewal of an employee's SIDA badge is delayed and the SIDA badge
34 expires, the employee shall be placed on a personal leave of absence with
35 reinstatement rights for SIDA access for up to ninety (90) days, unless extended
36 by the Company on the basis of extenuating circumstances. Where it is permitted to
37 work the ticket counters or BTU without a SIDA badge, this will be utilized ahead of the
38 other options.
39

ARTICLE XVII 17 - WAGE RULES

A. The minimum hourly rates set forth in Appendix A attached hereto and made a part of this Agreement shall prevail after the date of Agreement.

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

C. Employees shall be paid during their regular working hours, weekly, unless otherwise provided by applicable state laws. The payment on Thursday shall include all earnings up to and including the previous Sunday.

All employees will be paid through direct deposit. Staff will be required to fill out the necessary forms and file the needed information with the Payroll Unit.

Those staff who are paid by electronic funds transfer will have their pay available to them no later than Friday.

D. Pay checks will include a statement of all wages and deductions made for the pay period.

E. Should the regular pay day fall on a holiday, or days when the shop or facility is closed down, employees will be paid on the preceding day.

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

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

~~H. — LONGEVITY — Employees will be paid one cent per hour for each continuous year of completed service in a position under this Agreement up to a maximum of twenty (20) cents per hour and will be included in the hourly rate for overtime purposes.~~

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

1 When a new employee is hired in any classification under this Agreement the Company
2 may recognize ~~his~~ **their** previous experience in the type of work for which ~~he is~~ **they are**
3 hired by awarding ~~him~~ **them** a starting rate higher than the minimum for the classification.

4
5 J. Agents will be paid at the first step of the appropriate **Representative Lead** scale
6 when they work at least one hour when there is no **Representative Lead** on duty at the
7 station. Such pay will be only for the actual hours worked without a **Representative-Lead**.
8

ARTICLE XVIII 18 - UNION SECURITY

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2
3
4 A. Except as provided otherwise herein, all employees now or hereafter employed in
5 the classifications and work covered by this Agreement, and as it may have been
6 supplemented or amended shall, as a condition of continued employment in such work,
7 become and remain members in good standing (as herein defined) in the Union within sixty
8 (60) days following the beginning of such employment or the effective date of this
9 Agreement, whichever is later.

10
11 B. The conditions of employment outlined in this Article shall not apply with respect
12 to employees to whom Union membership is not available upon the same terms and
13 conditions as are generally applicable to any other member or with respect to employees
14 to whom membership was denied or terminated for any reason other than failure of the
15 employee to tender the periodic dues, initiation fees, and assessments (not including fines
16 and penalties) uniformly required as a condition of acquiring or retaining membership.
17

18 C. Membership in good standing in the Union shall consist of the payment by the
19 employees of initiation fees (except in case of authorized and permissible transfer from
20 other lodges of the Union) uniformly required of other employees of like status, plus the
21 payment of dues (as hereinabove described); for each calendar month not later than the last
22 day of the following calendar month, plus the payment of such assessment(s) (within
23 prescribed time limits), but not fines and penalties, as may be levied in accordance with
24 procedures set forth in the Union’s “Constitution of the Grand Lodge, District and Local
25 Lodges, Councils and Conferences”.
26

27 D. The Company will within ten (10) working days after receipt of notice from the
28 Union, discharge any employee who is not in good standing in the Union as required by
29 the preceding paragraph.
30

31 E. All rights of any employee under the Labor Agreement hereinabove noted and such
32 supplements or amendments as may apply thereto are contingent upon their acquisition and
33 maintenance of Membership in good standing in the Union.
34

35 F. The Union shall furnish to the Company, within ninety (90) days after signing of
36 this Agreement, a list of those employees covered by this Agreement who are members of
37 the Union and shall furnish to the Company each month thereafter a notice of any changes
38 in said list.
39

40 G. Whenever payment of dues is referred to in this Agreement, the conditions of
41 payment shall be met if the amount due is tendered to the Union within the prescribed time
42 limitations. Use of the word “dues” herein shall, in all cases, include initiation fees,
43 periodic dues, and assessments (not including fines and penalties) uniformly required as a
44 condition of acquiring or retaining membership.
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H. Upon receipt of **notification from District 142** ~~an approved duly signed authorization form~~, the Company shall deduct from the employee's first paycheck following **notification completion of sixty (60) days employment**, the initiation fee, dues and assessments payable by the employee to the Union during the period provided for in said authorization.

I. All deductions shall be made by the Company on account of initiation fees, dues and assessments, on a weekly basis, unless the Union shall previously advise the Company to the contrary. **The Company will provide District 142 with a dues report to include employee name, employee number, address, phone number on a monthly basis.**

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

1 **ARTICLE XIX 19 - PART-TIME EMPLOYEES**
2 **(CERLs/ACERLs/CEAs/ACEAs**
3

4
5 This entire article will be read in conjunction with the job protection language agreement in Article
6 **H 2** (c) and Article **VIII 8** concerning seniority. All part-time employees shall be subject to the
7 provisions of the Agreement between British Airways and the IAMAW dated March 15, 1994
8 except where they are inconsistent with the provisions of the following:
9

10 A. The Company hereby recognizes the Union as the sole and exclusive bargaining
11 agent for all part-time employees covered by this Agreement, working within the
12 continental limits of United States and its possessions.
13

14 B. At no time may the total number of part-time employed at Airports exceed one
15 hundred **fifty (150%)** percent of the total number of full-time Airport staff employed
16 system-wide across all contracts.
17

18 The one hundred **fifty (150%)** percent maximum will exclude part-time Customer
19 **Experience** agents assigned to third party handling contracts and part-time Mechanics.
20

21 **Where British Airways can competitively bid to insource any new or outsourced**
22 **stations through the use of additional part-time staff, staff hired for those new stations**
23 **will be excluded from the calculation.**
24

25 **If the Company has an need for additional part-time employees above the one-**
26 **hundred fifty percent (150%) threshold based on needs of the business in any station**
27 **currently staffed on the system, the Company and Union shall meet and confer in an**
28 **effort to agree on the additional need.”**
29

30 Where British Airways can competitively bid for third party handling contracts through the
31 use of additional part-time staff, British Airways will discuss and agree with the IAM
32 percentages in excess of the above.
33

34 Nothing in this Agreement may preclude full-time staff utilizing their seniority in a part-
35 time capacity to displace a part-time employee.
36

37 C. A normal work week shall consist of up to 20 hours with a maximum of five (5)
38 hours in any one day. All hours worked by part-time staff up to a total of eight hours each
39 shift shall be paid at straight time. Thereafter, overtime will be paid at the applicable rate
40 per Article 6. ~~provided the employee has worked his weekly shift pattern or an employee~~
41 ~~has worked in excess of forty (40) hours in the work week. The following shall count as~~
42 ~~time worked for the computation of an employee's worked hours: an employee's vacation~~
43 ~~day(s), Holiday Off, approved CTO time, jury duty, employees released for Union~~
44 ~~business, workers compensation injury, bereavement, and approved military leave.~~
45 Overtime rates for part-time staff hired prior to April 14, 1982 shall be at time and one half
46 after their four-hour shifts.

1
2 Depending upon operational demands, part-time staff are entitled to a fifteen-minute break
3 away from their workstation, (assuming a four-hour day) and a twenty-minute break
4 (assuming a five-hour day) without loss of time.

5
6 Scheduled days off shall not necessarily be consecutive. Part-time **CEAs** shall bid shifts
7 on a separate roster.
8

9 For continuous service before and after regular working hours, employees will not be
10 required to work more than two (2) hours without being permitted to go to meals, and such
11 employees required to work more than two (2) hours will be allowed a thirty (30) minutes
12 meal period to eat without loss of time. For each additional four (4) hours worked
13 employees will be allowed thirty (30) minutes to eat without loss of time.
14

15 The Company will have the option to employ part-time **staff** who work a thirty (30) hour
16 work week. The thirty (30) hour week will be five (5) days at six (6) hours per day,
17 inclusive of a 30-minute meal period. All hours worked by thirty (30) hour part-time staff
18 up to a total of eight (8) hours each shift shall be at straight time. Thereafter, overtime will
19 be paid at the appropriate rates ~~per Article 6- provided the employee has worked his weekly~~
20 ~~shift pattern or an employee has worked in excess of forty (40) hours in the work week.~~
21 ~~The following shall count as time worked for the computation of an employee's worked~~
22 ~~hours: an employee's vacation day(s), Holiday Off, approved CTO time, jury duty,~~
23 ~~employees released for Union business, workers compensation injury, bereavement, and~~
24 ~~approved military leave.~~
25 .

26 If a thirty (30) hour shift is available, employees will have the option to bid the thirty (30)
27 hour shift as per applicable shift bidding procedures with the appropriate seniority. Thirty
28 (30) hour vacancies will be bid on a voluntary basis. Employees who are rostered on a
29 thirty (30) hour part-time shift after November 19, 2009 will receive part-time employee
30 benefits.
31

32 Employees who have remained on a thirty (30) hour shift since November 19, 2009 will
33 not be involuntarily placed on a shift with less than thirty (30) hours or placed involuntarily
34 on a shift with more than thirty (30) hours. Thirty (30) hour shift employees who wish to
35 bid out of a thirty (30) hour shift will bid out in accordance with the appropriate provisions
36 of Article **IX 9**, Filling of Vacancies.
37

38 D. For certain courses, staff may be required to pass an aptitude or skills test prior to
39 qualifying for the course. This does not apply to local on-the-job training.
40

41 E. Employees rostered off on a holiday shall receive the same number of hours as CTO
42 as hours scheduled to work.
43

44 F. Overtime will be offered in the following sequence:
45

- 1 1. Full-time and part-time staff on duty will be given first preference to work
2 all overtime within their classification that is expected to last up to a maximum of
3 four (4) hours.
- 4
- 5 2. Overtime that is expected to last beyond four (4) hours but not greater than
6 six (6) hours which is not met by full-time staff on duty will be next offered to full-
7 time staff scheduled to come on duty.
- 8
- 9 3. If the overtime requirement in Step 2 is still not satisfied **part-time staff**
10 scheduled to come on duty, may work overtime that is expected to last up to a
11 maximum of four (4) hours.
- 12
- 13 4. For agent overtime expected to last up to a maximum of two (2) hours,
14 customer **Experience representatives Lead** on duty.
- 15
- 16 5. Overtime expected to last more than six (6) hours will be offered to Full-
17 time staff, based on low hours and qualifications that are either on RDO, on shift,
18 or scheduled to come on shift.
- 19
- 20 6. Part-time staff that are either on RDO, on shift, or scheduled to come on
21 shift will be offered overtime based on low hours and qualifications.
- 22

23 When an employee works on either a 6th or 7th day, **he they** shall have the option to elect
24 to receive 4 hours (or 5), (or 6 if a 30-hour part-time employee) pay as CTO. The balance
25 of **his their** compensation for that day, **he they** shall receive as regular wages. If an
26 employee so elects, **he they** must notify the Company before the end of the work week in
27 which the 6th and 7th day is worked. Such CTO must be applied for in accordance with
28 the provisions of Article ~~VI~~ 6 (m). Sixth/seventh day for employees working a five-hour
29 day will be designated as the first two scheduled days off worked in any work week. The
30 work week for this purpose will be Monday through Sunday.

31

32 G. In the event of reduced shift coverage on a holiday, employees (full-time and part-
33 time) who wish to volunteer to work or not work on the holiday may do so according to an
34 integrated seniority list which will contain all part-time and full-time employees scheduled
35 to work on the shift in question. The integrated seniority (by classification) list will also be
36 used to determine the order in which staff are reduced in numbers on the shift affected.

37

38 H. After March 15, 1994, dependents of future part-time employees will be eligible to
39 participate in the medical, dental, and vision plan after completing 180 days of active
40 service. Part-time employees will still be required to pay the applicable rates.

41

42 K. Single employees requiring dental insurance coverage will pay the applicable full-
43 time employee rate. Employees who require dental coverage for their dependents will pay
44 50% of the regular premium British Airways pays.

45

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

4 M. Part-time employees working in a temporary full-time capacity will be credited
5 with the appropriate hours for full-time sick leave entitlement once the temporary
6 assignment exceeds 60 days, credited to the start of the assignment.
7

8 N. Part-time employees who assume a temporary full-time position will pay the same
9 medical & dental premiums as other full-time employees from the start of the temporary
10 assignment.
11

12 O. Part-time employees will have an entitlement to longevity from date of signing.
13

14 Part-time employees working in temporary full-time positions who are eligible to transfer
15 to the pre 1.10.85 full-time Agent pay rate will continue to accrue time for pay purposes as
16 a part-time employee.
17

18 P. Union security agreement provisions of Article ~~XVIII~~ 18 shall apply to all part-
19 time staff.
20

21 Q. Part-time employees will accrue seniority by classification on a separate part-time
22 seniority list and shall have full seniority rights among themselves. The Company in
23 conjunction with the IAM will investigate the feasibility of an integrated seniority list.
24

25 R. Part-time employees laid off from one location, may bump more junior part-time
26 employees in their classification at another location. A part-time employee covered by this
27 Agreement with two (2) or more years of continuous service and who is laid off shall
28 receive severance pay in accordance with the provisions of the Seniority Article ~~VIII~~ 8.
29

30 S. Movement through the incremental pay scale for part-time employees shall be
31 based on total accumulated active employment in the classification.
32

33 T. Part-time employees will have the appropriate vacation entitlement, in accordance
34 with Article ~~XI~~ 11.
35

36 Part-time employees will have their own vacation roster.
37

38 U. Part-time employees are eligible to receive applicable shift premiums.
39

40 V. Part-time vacancies will not be bid, but any part-time employee wishing to transfer
41 to another location should file a bid with the Human Resources office who will notify them
42 when a part-time vacancy arises.
43

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

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X. Following ratification of the collective bargaining agreements between British Airways and the IAMAW and subject to the rules and requirements of the Employee Retirement Income Security Act of 1974, as amended, effective as of the first day of the month thereafter (“Effective Date”) the British Airways PLC Pension Plan (U.S.A) (“Plan”) will be totally frozen. The parties agree that as of the Effective Date, any compensation or pay of any type or for any purpose earned by the Plan Member on or after the Effective Date, for purposes of determining the Plan Member’s pension benefit under the Plan will be disregarded and no Plan Member contributions of any type will be permitted or accepted on or after the Effective Date.

With regards to the determination of Plan Member’s final average salary, those sections of the Plan will be changed to provide that a Plan Member’s final average salary will mean the average of a Plan Member’s annual salary for the sixty (60) highest consecutive calendar compensation months with the final (10) years of employment up to the first of the month following the Effective Date.

ARTICLE ~~XX~~ 20 - SAVING CLAUSE

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

1 **ARTICLE 21 - LIGHT DUTY**

2 Employees who are injured in the service of the Company or have restrictions as a result of an
3 off the job illness or injury, after the effective date of this agreement, will be allowed to work in
4 accordance with the following guidelines.

- 5 1. Once an employee has been on any approved restrictions, accommodations and/or other
6 light duty modifications for a period of one hundred and eighty (180) consecutive days or
7 greater per injury, the employee can transition to long term disability or take an eligible
8 leave of absence, unless the company in its sole discretion is able to continue to
9 accommodate the restrictions, accommodations and/or other light duty modifications.
- 10 2. The employees and the Union recognize their obligation of being truthful and honest in
11 preventing abuses of light duty privileges. Employees may be required to present
12 confirmation of restrictions, and the Company reserves the right to require, when in doubt
13 of a bona fide claim, a physician's certificate to confirm such restrictions.
- 14 3. The Company agrees that any employee on light duty as a result of an injury on the job or
15 a personal illness or injury suffered, prior to the effective date of the agreement, will be
16 grandfathered under the light duty terms that applied at the time of the injury or illness
17 and will continue to receive the benefits of such provisions. However, upon ratification of
18 this agreement and notification from the Company, all employees on existing light duties
19 will be required to furnish the company with a physician's certificate that evidences their
20 medical condition and the associated restrictions within three (3) months of ratification.
21 Failure to do so will result in paragraph A being applicable and enforced. Employees
22 covered under this provision will also be required to furnish the company with a
23 physician's certificate every three hundred and sixty five (365) days from the date of their
24 previous physician's certificate submission. This does not apply to a current certified
25 ADA accommodations.

ARTICLE XXI 22 - EFFECTIVE DATE AND DURATION

This Agreement became amendable on ~~October 1, 2017~~ and continued in full force and effect during Section 6 negotiations through ~~November 20, 2019~~. With the exception of those items specifically indicated to become effective at a different date, this Agreement became effective on ~~November 20, 2019~~ and will remain in full force and effect for a period of four (4) years from ~~November 20, 2019~~ and thereafter shall renew itself without change until each succeeding ~~November 20~~ unless written notice of intended change is served by either party in accordance with the provisions of Section 6, Title I of the Railway Labor Act, as amended, at least ninety days prior to ~~November 20, 2023~~ or ~~November 20~~ of any year thereafter. Written notice may be served as early as six (6) months before ~~November 19, 2023~~. Once a party serves written notice, both parties agree to enter into contractual negotiations.

Signed at ~~New York—JFK~~ this ~~December 3, 2019~~

For:

British Airways

For:

International Association of Machinists
And Aerospace Workers, District Lodge
142.

~~Brian Pinchbeck~~
~~Senior Vice President~~
~~North America Airports~~

~~Dave Supplee~~
~~President/Directing General Chairperson~~

~~----- Lorna Elliott -----~~

~~Lorna Elliott~~
~~VP-- Change Management~~

~~James M. Samuel~~
~~General Chairperson~~

~~----- Fiona O'Shea -----~~

~~Fiona O'Shea~~
~~VP-- Change Management~~

~~Reggie Gauthier~~
~~Negotiating Committee~~

~~Georgia Labarge~~
~~Human Resources~~

~~John Reisert~~
~~Negotiating Committee~~

APPENDIX A - RATES OF PAY

A. Staff who are currently in receipt of premiums for Restricted Articles and Operations will continue to receive these payments. From date of signing (Sept. 6, 1990), no additional employees will receive these premiums.

B. Employees who are presently being paid 88 cents per hour on stations outside JFK for doing preparatory work will continue to receive this payment. This payment will not be applicable to any additional staff. (Signed Sept. 6, 1990)

~~C. — Effective with the implementation of this Agreement, the wage scales below become effective. Effective on DOR+12 months, all employees who elect to stay with the business (not electing the buy-out) will receive a one-off payment of \$1000 (pro-rated for part time colleagues). Effective on DOR+24 months, all Customer Experience Agents (hired before September 12, 2014) and Cargo Sales Assistants with redlined/frozen pay rates (current CSA rates above \$22.62 per hour) will receive a lump sum in the amount of 1.5% of their annual scheduled pay. All other colleagues will receive a pay increase of 1.5%. No later than sixty (60) days before the DOR+36 anniversary of this Agreement, the parties will agree on dates to meet and discuss possible enhancements in pay which will be reflective of the prevailing market conditions at that time. Any Employee with a previously redlined/frozen pay rate not shown on a wage scale listed below in Appendix A will not have their pay decreased as the result of implementation of this CBA. No hourly increases to pay rates will be given until an employee's pay rate is less than or equal to their classification rate.~~

CUSTOMER EXPERIENCE AGENT ~~(hired before September 12, 2014)~~

~~Base scale~~

~~1/1/2018 DOR DOR +12 DOR + 24 DOR + 36~~

~~0% 0% 1.50% 0%~~

~~Year 1 \$11.74 \$11.74 \$11.74 \$11.92 \$11.92~~

~~Year 2 \$12.11 \$12.11 \$12.11 \$12.29 \$12.29~~

~~Year 3 \$13.28 \$13.28 \$13.28 \$13.48 \$13.48~~

~~Year 4 \$14.39 \$14.39 \$14.39 \$14.61 \$14.61~~

~~Year 5 \$15.35 \$15.35 \$15.35 \$15.58 \$15.58~~

~~Year 6 \$16.51 \$16.51 \$16.51 \$16.76 \$16.76~~

~~Year 7 \$17.71 \$17.71 \$17.71 \$17.98 \$17.98~~

~~Year 8 \$19.26 \$19.26 \$19.26 \$19.55 \$19.55~~

~~Year 9 \$20.45 \$20.45 \$20.45 \$20.76 \$20.76~~

~~Year 10 \$21.90 \$21.90 \$21.90 \$22.23 \$22.23~~

~~Year 11 \$22.62 \$22.62 \$22.62 \$22.96 \$22.96~~

CEA	Base Scale	DOR+12	DOR+24	DOR+36
Year 1	\$ 18.50	\$ 18.87	\$ 19.25	\$ 19.63
Year 2	\$ 19.40	\$ 19.79	\$ 20.18	\$ 20.59
Year 3	\$ 20.30	\$ 20.71	\$ 21.12	\$ 21.54
Year 4	\$ 21.20	\$ 21.62	\$ 22.06	\$ 22.50
Year 5	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45
Year 6	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41
Year 7	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.36
Year 8	\$ 24.80	\$ 25.30	\$ 25.80	\$ 26.32
Year 9	\$ 25.70	\$ 26.21	\$ 26.74	\$ 27.27
Year 10	\$ 27.70	\$ 28.25	\$ 28.82	\$ 29.40
Year 11	\$ 32.15	\$ 32.79	\$ 33.45	\$ 34.12

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CUSTOMER EXPERIENCE REPRESENTATIVE LEAD

~~Base scale _____~~

	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
Year 1	\$24.20	\$24.20	\$24.20	\$24.56	\$24.56
Year 2	\$25.74	\$25.74	\$25.74	\$26.13	\$26.13
Year 3	\$27.50	\$27.50	\$27.50	\$27.91	\$27.91
Year 4	\$28.85	\$28.85	\$28.85	\$29.28	\$29.28
Year 5	\$30.21	\$30.21	\$30.21	\$30.66	\$30.66
Year 6	\$31.60	\$31.60	\$31.60	\$32.07	\$32.07
Year 7	\$32.92	\$32.92	\$32.92	\$33.41	\$33.41
Year 8	\$34.48	\$34.48	\$34.48	\$35.00	\$35.00

CER	Base Scale	DOR+12	DOR+24	DOR+36
Year 1	\$ 29.00	\$ 29.58	\$ 30.17	\$ 30.78
Year 2	\$ 30.10	\$ 30.70	\$ 31.32	\$ 31.94
Year 3	\$ 31.21	\$ 31.83	\$ 32.47	\$ 33.12
Year 4	\$ 33.32	\$ 33.99	\$ 34.67	\$ 35.36
Year 5	\$ 34.43	\$ 35.12	\$ 35.82	\$ 36.54
Year 6	\$ 35.54	\$ 36.25	\$ 36.98	\$ 37.72
Year 7	\$ 37.00	\$ 37.74	\$ 38.49	\$ 39.26
Year 8	\$ 38.45	\$ 39.22	\$ 40.00	\$ 40.80

ASSOCIATE CUSTOMER EXPERIENCE AGENT (HIRED ON OR AFTER SEPTEMBER 12, 2014)

~~Base scale _____~~

	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
Year 1	\$10.90	\$10.90	\$10.90	\$11.06	\$11.06
Year 2	\$11.24	\$11.24	\$11.24	\$11.41	\$11.41
Year 3	\$12.33	\$12.33	\$12.33	\$12.51	\$12.51
Year 4	\$13.36	\$13.36	\$13.36	\$13.56	\$13.56
Year 5	\$13.83	\$13.83	\$13.83	\$14.04	\$14.04
Year 6	\$14.31	\$14.31	\$14.31	\$14.52	\$14.52
Year 7	\$14.81	\$14.81	\$14.81	\$15.03	\$15.03
Year 8	\$15.33	\$15.33	\$15.33	\$15.56	\$15.56

Year 9	\$15.87	\$15.87	\$15.87	\$16.11	\$16.11
Year 10	\$16.42	\$16.42	\$16.42	\$16.67	\$16.67
Year 11	\$18.50	\$18.50	\$18.50	\$18.78	\$18.78

LEAD TELECOMMUNICATIONS OFFICER

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
1st year	\$24.06	\$24.06	\$24.06	\$24.42	\$24.42
2nd year	\$25.70	\$25.70	\$25.70	\$26.09	\$26.09
3rd year	\$27.36	\$27.36	\$27.36	\$27.77	\$27.77
4th year	\$29.02	\$29.02	\$29.02	\$29.46	\$29.46
5th year	\$30.69	\$30.69	\$30.69	\$31.15	\$31.15
6th year	\$32.36	\$32.36	\$32.36	\$32.85	\$32.85
7th year	\$33.99	\$33.99	\$33.99	\$34.50	\$34.50
8th year	\$35.66	\$35.66	\$35.66	\$36.19	\$36.19
9th year	\$37.30	\$37.30	\$37.30	\$37.86	\$37.86

TELECOMMUNICATIONS OFFICER

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
1st year	\$20.52	\$20.52	\$20.52	\$20.83	\$20.83
2nd year	\$21.94	\$21.94	\$21.94	\$22.27	\$22.27
3rd year	\$23.37	\$23.37	\$23.37	\$23.72	\$23.72
4th year	\$24.77	\$24.77	\$24.77	\$25.14	\$25.14
5th year	\$26.23	\$26.23	\$26.23	\$26.62	\$26.62
6th year	\$27.65	\$27.65	\$27.65	\$28.06	\$28.06
7th year	\$29.05	\$29.05	\$29.05	\$29.49	\$29.49
8th year	\$30.47	\$30.47	\$30.47	\$30.93	\$30.93
9th year	\$33.84	\$33.84	\$33.84	\$34.35	\$34.35

CARGO SALES ASSISTANT

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
1st year	\$18.61	\$18.61	\$18.61	\$18.89	\$18.89
2nd year	\$20.01	\$20.01	\$20.01	\$20.31	\$20.31
3rd year	\$21.39	\$21.39	\$21.39	\$21.71	\$21.71

1	4th year	\$22.76	\$22.76	\$22.76	\$23.10	\$23.10
2	5th year	\$25.19	\$25.19	\$25.19	\$25.57	\$25.57
3	6th year	\$28.32	\$28.32	\$28.32	\$28.74	\$28.74
4	7th year	\$30.14	\$30.14	\$30.14	\$30.59	\$30.59

5
6 **C. Within thirty days (30) of the ratification of the agreement, the following one-off ratification**
7 **bonus's will be paid based on completed years of company seniority. This will be pro-rated for part**
8 **time employees based on contractual work hours.**

9 **0-5 Years: \$500**

10 **6-10 Years: \$1250**

11 **11-15 Years: \$2250**

12 **16-20 Years: \$3500**

13 **21 Years and above: \$4500**

14

15 **For those not receiving an immediate pay rise, a one-off payment of \$250 will be made in addition**
16 **to their ratification bonus. This will not be pro-rated.**

17 **Members that have been red lined on previous contracts, for those on rates prior to the**
18 **ratification of this agreement, greater than \$25.04, a one-off payment of \$4500 will be paid. This**
19 **is in addition to any ratification bonus.**

20

21

22 **Flex Rate**

23 **The flex rate has been introduced to ensure that staff do not get stuck on a pay rate because of**
24 **changes to hiring rates, resulting from changes to either Living Wage Ordinances (LWO) or hiring**
25 **rates to remain competitive in the market. Where a staff member joins British Airways or moves**
26 **station, and the station being moved to has a hiring rate greater than the individuals current hourly**
27 **pay, they will adopt the higher pay rate between the point on the scale commensurate with their**
28 **length of service, or the current hiring wage. Any members at a station that implements a flex rate**
29 **will not be paid less then the flex rate offered.**

30 **Where the staff member has adopted a flex rate, they will remain on this rate of pay until the next**
31 **anniversary of their hire date, after which their pay will then increase to the next pay scale point.**
32 **Staff members will also receive their anniversary and contractual DOR pay increase. Where a staff**
33 **member moves station to a location that does not have a flex rate, or has a lower flex rate, that is**
34 **separate of the pay scale, their pay will return to the point on the pay scale that is commensurate**
35 **with their length of service or to the lower flex rate. Their pay will then increase in line with the pay**
36 **scale at their next anniversary.**

37

1 **APPENDIX B - BENEFITS**

2 **DENTAL**

- 3
- 4 1. Pay basic services at 100%.
- 5
- 6 2. Base benefit year on calendar year.
- 7
- 8 3. Increase schedule by 20% in 1994.
- 9
- 10 4. Single part-time employees will pay the same premium as single full-time
- 11 employees. If part time employees elect coverage for eligible dependents, they will pay
- 12 50% of the regular premium British Airways pays. After March 15, 1994 dependents of
- 13 future full-time and part-time employees will be eligible to participate in the dental plan
- 14 after completing 180 days of active service.
- 15
- 16 5. Employee monthly contribution increased to \$4.00 for single coverage and \$9.00
- 17 for coverage with eligible dependents.
- 18
- 19 6. Maximum benefit of \$2,000 per year.
- 20

Dental	PPO 11/20/2019	DMO 11/20/2019	Indemnity 11/20/2019
EE	\$26	\$6	\$4
EE+child(ren)	\$65	\$15	\$9
EE+spouse	\$51	\$12	\$9
EE+spouse+child(ren)	\$95	\$20	\$9

21

22

23 **MEDICAL**

24

25 British Airways will offer a managed healthcare plan. British Airways will also offer a high

26 deductible health plan with a Health Savings Account (HDHP) from January 1, 2015. The plan

27 design and premium contributions for the HDHP will be set by the Company.

28

- 29 1. Eligibility: Employees will be eligible for both single and dependent coverage after
- 30 60 days of active service.
- 31
- 32 2. Enrollment: Employees will be given the opportunity once a year during Open
- 33 Enrollment to opt in, opt out or change medical plans.
- 34

35 **Based on the changes applicable to part-time Employees, a special re-enrollment period for**

36 **Part-time employees will be held in 2019 following contract ratification. The 2019 re-enrollment**

37 **changes will be for the 2020 plan year.**

38

39

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

	POS 11/20/2019	HSA 11/20/2019
Medical		
EE	\$144	\$30
EE+child(ren)	\$275	\$57
EE+spouse	\$304	\$63
EE+spouse+child(ren)	\$463	\$96

9
 10 3. Plan Design: The managed healthcare plan design is outlined below:
 11

In-network:	Post contract ratification
Deductible	\$700 single \$1,400 family
Coinsurance	20%
**Out of pocket maximum (includes copays, deductible and coinsurance)	\$2,500 single \$5,000 family
PCP office visit	\$30 copay
Specialist visit	\$50 copay
Emergency room visit	\$120 copay
Preventive care	Covered at 100%
Prescription drugs (Retail)	\$13/\$33/\$53 copays
Prescription drugs (Mail order – 3 months supply)	\$26/\$36/\$106 copays
Out-of-network:	Post contract ratification
Deductible	\$1,400 single \$2,800 family
Coinsurance	40%
**Out-of-pocket maximum (includes copays, deductibles and coinsurance)	\$5,000 single \$10,000 family

12
 13 Hospital admittance pre-certification is required. The Company may request a meeting with the
 14 IAM representatives to discuss and agree possible plan provision adjustments to the plan, such as
 15 tiered provider networks and mandatory mail order for maintenance drugs.

16
 17 **Out of pocket maximums shall include all copays including drug prescription copays, all
 18 deductibles & all coinsurance payments in its calculations.

19
 20 4. The Company may introduce a wellness program that provides for financial
 21 incentives consistent with program goals and objectives.

1
2 5. Chapter 12Q of the San Francisco Administrative Code, the Health Care
3 Accountability Ordinance (“HCAO”), is expressly waived in its entirety with respect to
4 employees covered by this Agreement.
5

6 6. Full-time employees receiving Long Term Disability Benefits may continue to
7 contribute in the Company’s group health insurance plans subject to the same conditions
8 as active unit employees, as such plans and conditions may change from time to time, for
9 up to two and a half (2.5) years following their first becoming eligible for Long Term
10 Disability Benefits.
11

12 At the date of ratification (**September 12, 2014**), current employees who are receiving Long Term
13 Disability Benefits shall continue with active medical coverage.
14

15 **LIFE INSURANCE**
16

17 1. Basic Life Insurance schedule as per September 6, 1990 increase. See attached
18 schedule. (No change in Supplemental Life Insurance - one year’s basic salary up to a
19 maximum of \$80,000)
20

21 **LONG TERM DISABILITY**
22

23 Benefit to 65% of base salary up to a maximum of \$6,000.
24

25 Full-time employees receiving Long Term Disability Benefits may continue to participate in the
26 Company’s group health insurance plans subject to the same conditions as active unit employees,
27 as such plans and conditions may change from time to time, for up to two and a half (2.5) years
28 following their first becoming eligible for Long Term Disability Benefits.
29

30 Employees who are receiving Long Term Disability Benefits as at September 12, 2014 shall
31 continue with active medical coverage.
32

33 **B.A. PENSION** (benefit frozen effective 9/30/2003)
34

35 1. Use outstanding sick leave to increase credited service using following schedule:
36

37 **Accrued Sick Leave Balance Increase in Credited Service**

22-43 days	1 month	154-175 days	7 months
44-65 days	2 months	176-197 days	8 months
66-87 days	3 months	198-219 days	9 months
110-131 days	5 months	242-263 days	11 months
132-153 days	6 months	264 + days	12 months

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

2
3 3. Joint and 100% option (post retirement) will be provided to employees without a
4 reduction in benefits; 50% Pre-Retirement surviving spouse cover- age will be provided to
5 employees without a reduction in benefits; and 5-year Sum Certain option will be provided
6 to single employees without a reduction in benefits.

7
8 4. The COLA adjustment for benefits accruing after the date of ratification (May 13,
9 1999) will be eliminated from the pension plan.

10
11 5. The collective bargaining agreements reference accrued sick leave balance for
12 (increase in credited service) purposes. Effective September 30, 2003 each employee prior
13 accrued sick leave bank will be frozen for credited service pension purposes. When an
14 eligible employee receives a pension from the British Airways Plc. Pension Plan (USA) at
15 a future date, the frozen accrued sick leave balance will be credited to an individual
16 employee credited service calculation.

17
18 6. ~~Employees who remain employed with British Airways until retirement date and
19 become in receipt of a pension from the British Airway Pension Plan USA will be eligible
20 for the following sick leave pay-out provision. For accrued sick leave balances at the date
21 of retirement greater than the “frozen” amount referenced above, the Company will pay an
22 employee one day’s pay at the applicable amount (based on a 8 hour, 6 hour or 4 hour day)
23 for each six days accrued over the frozen amount. For accrued sick leave pay-out, an
24 employee may not exceed 264 days (i.e. frozen balance on September 30, 2003 is 200 days;
25 at retirement accrued sick leave balance is 300 days; $264 - 200 = 64$ days eligible for pay-
26 out provision. In this case, the Company will pay ten (10) days at retirement and receipt of
27 pension).~~

28
29 7. **As of DOR, upon separation from the Company, an employee will receive payment**
30 **for fifty percent (50%) of accrued sick / disability leave in their sick / disability bank.**

31
32
33 8. Following ratification of the collective bargaining agreements between British Airways
34 and the IAMAW and subject to the rules and requirements of the Employee Retirement
35 Income Security Act of 1974, as amended, effective as of the first day of the month
36 thereafter (“Effective Date”) the British Airways PLC Pension Plan
37 (U.S.A) (“Plan”) will be totally frozen. The parties agree that as of the Effective Date,
38 any compensation or pay of any type or for any purpose earned by the Plan Member on or
39 after the Effective Date, for purposes of determining the Plan Member’s pension benefit
40 under the Plan will be disregarded and no Plan Member contributions of any type will be
41 permitted or accepted on or after the Effective Date.

42
43 8. With regards to the determination of Plan Member’s final average salary, those
44 sections of the Plan will be changed to provide that a Plan Member’s final average salary
45 will mean the average of a Plan Member’s annual salary for the sixty (60) highest
46 consecutive calendar compensation months with the final (10) years of employment up to
47 the first of the month following the Effective Date.

48 **IAMAW PENSION PLAN (effective 10/1/2003) Contribution rates**

- 1
- 2 Part-time Employees (excluding Associate Customer Experience Agents) - \$1.90
- 3
- 4 Associate Customer Experience Agent - \$0.75
- 5
- 6 Customer Experience Agent - \$2.15
- 7
- 8 Customer Experience **Representative Lead** - \$3.10
- 9
- 10 Telecommunications Officer - \$3.10
- 11
- 12 Lead Telecommunications Officer - \$3.10

13

14 **401K (BRITISH AIRWAYS SAVINGS PLAN)**

15

16 The Company will make available a 401K Savings Plan. The plan will consist of at least six funds.

17 The Company will allow employees participating in the 401K plan to transfer money between

18 funds on a daily basis.

- 19
- 20

1 **LETTERS OF UNDERSTANDING**

2
3
4 Historical Archive of Letters of Understanding no longer active

5
6 Customer Service Letters of Understanding #1, 2, 6, 7, 9, 10, 11, 13, 14, 15, 18, 19, 20,
7 23, 24, 25, 27, 30, 33, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52.

8
9 **Third Party Customer Handling Provisions Agreement at JFK Terminal - Cathay Pacific:**

10
11 Where foreign language skill is a requirement for employees in the Cathay Pacific 3rd party
12 handling unit, employees in the Cathay Pacific 3rd party unit with foreign language skills cannot
13 be displaced from the unit by other employees seeking to bid into the unit unless those employees
14 also possess the needed foreign language skill. Such foreign language skilled staff in the unit will
15 remain in the 3rd party handling unit for a minimum period of two years (2) years before being
16 allowed to bid out pursuant to paragraph #3.

17
18 When/if there is a need for full-time positions at JFK for the purpose of staffing a third-party
19 contract, the positions will be posted as temporary full-time positions. Normal bidding processes
20 will apply and if a permanent full-time employee on the BA roster bids onto a third-party roster,
21 the temporary full-time position may be posted to the BA roster, and not specifically to the third-
22 party roster. These temporary fulltime positions will not be subject to any time limitations and will
23 be exempt from any restriction in Article IX 9.

24
25 **Letter of Understanding – September 12, 2014 Joint Customer Handling DOR**

26
27 It is hereby mutually agreed and understood that the Company may implement joint customer
28 handling, at ~~JFK all locations. during the term of the new Agreement. Should the company be in~~
29 ~~breach of the agreements listed below, the arrangement may be cancelled by the Union with a sixty~~
30 ~~(60) day written notice.~~

31
32
33 Employees of British Airways and personnel of its joint business partners may perform customer
34 facing customer service duties for each other's customers where there is a reciprocal agreement
35 between the joint business partners. The intent of this Letter is to provide seamless service to
36 customers across British Airways and its joint business partners and is not intended to permit
37 diversion of work as described in item 5 below. The Company agrees that this provision will not
38 be abused, and that suspected abuse is subject to the grievance procedure.

39
40 A joint business partner is one with which British Airways has a revenue sharing arrangement. ~~as~~
41 ~~it currently has with American Airlines and Iberia Airlines.–~~

42 Notwithstanding any provisions of the Collective Bargaining Agreement, the parties agree that:

- 43
44 1. The Company agrees that it will not lay-off any of its employees as a direct result
45 of other joint business partners' personnel jointly handling British Airways customers.
46
47 2. The Company agrees that this Letter of Agreement will not be used to circumvent
48 normal overtime procedures.
49

1 3. The Company agrees that the scheduling of staff (rosters) will be consistent with
2 the British Airways operation as if there were no joint handling agreement.

3
4 4. The Company agrees that no employee will be expected to perform any functions,
5 duties or tasks for which they have not been trained.

6
7 5. The Company agrees that it will not use this Letter of Agreement to intentionally
8 divert British Airways' customers to joint business partners' personnel in an effort to
9 undermine the IAMAW bargaining unit.

10
11 ~~The following is a non-exhaustive list of examples of how this Letter of Agreement may be used:-~~

12 -
13 ~~1. Where British Airways occupies the same terminal as a joint business partner and~~
14 ~~commences joint handling, a British Airways customer may be directed to any joint~~
15 ~~business partner personnel during the course of the operation.-~~

16 -
17 ~~2. A British Airways customer arrives at T8 to check in and finds out his/her flight~~
18 ~~departs from the British Airways Terminal, T7. The joint business partner's personnel at~~
19 ~~T8 would check the customer and his/her bags in, issue a boarding card and accept the bags~~
20 ~~and transfer the customer to T7. The same would be true for a joint business partner's~~
21 ~~customer arriving at T7.-~~

22 -
23 ~~3. There is no available gate at T7 for an arriving British Airways flight and it is~~
24 ~~necessary to use an available gate at AA T8. The joint business partner's personnel may~~
25 ~~assist British Airways employees in providing customer service to that arriving flight. The~~
26 ~~same would be offered by British Airways staff if a joint business partner's flight arrived~~
27 ~~at T7.-~~

28 -
29 ~~4. A joint business partner's customer arrives at British Airways T7 and needs to file~~
30 ~~a lost or damaged baggage report or needs some other customer service related help. The~~
31 ~~British Airways customer experience staff may be required to take the report and/or provide~~
32 ~~the necessary solution. The joint business partner's personnel may offer the same service if~~
33 ~~a British Airways customer arrived at T8.-~~

34 -
35 ~~In the event that British Airways decides it wishes to commence joint handling at other British~~
36 ~~Airways staffed locations, the company will notify the union and the parties will meet and~~
37 ~~negotiate provisions. If the parties are unable to come to an agreement, joint handling will not take~~
38 ~~place at that location.-~~

39 -
40 ~~This agreement became effective on September 12, 2014-~~

41
42 ~~Letter of Understanding — November 20, 2019-~~

43 -
44 ~~A voluntary severance program will be made available to employees in the Customer Service Agent~~
45 ~~and Customer Representative classifications subject to the following terms:-~~

46 -
47 ~~1. The Company will run an initial voluntary severance program after contract~~
48 ~~ratification. The terms and conditions of the program, including but not limited to the~~

1 ~~number of eligible employees, the decision window and release dates will be set by the~~
2 ~~Company.~~

3 -
4 ~~a. All Customer Service Representatives will be eligible.~~

5 -
6 ~~b. Any Customer Service Agent hired prior to September 12, 2014, will be~~
7 ~~eligible.~~

8 -
9 ~~2. After the initial window, Customer Service Agents and Customer Service~~
10 ~~Representatives becoming eligible for the first time for an unreduced pension under the~~
11 ~~IAM National Pension Plan and will become eligible under "30 and out" or "62 and 20"~~
12 ~~between the end of the initial window and the date those enhanced pension options end will~~
13 ~~be eligible for an extended voluntary severance program, subject to company approval.~~

14 -
15 ~~Eligible employees must notify the Company of their request to elect this extended voluntary~~
16 ~~severance during the decision window. If approved, the release date will be determined by the~~
17 ~~Company, subject to operational requirements.~~

18 -
19 ~~Severance will be per the below severance table. Severance payments must be taken as one lump~~
20 ~~sum. Staff electing voluntary severance, who are in the following eligibility categories would have~~
21 ~~the option of adding a Three (3) Year RRA to their severance. The annual RRA amounts would be~~
22 ~~\$5,250 single, \$10,000 double, and \$15,000 family. The RRA would be available until they Age~~
23 ~~Out or 3 years, whichever is earlier (Age Out: employee age 65, spouse age 65 and dependents age~~
24 ~~26).~~

25 -
26 ~~Eligibility criteria:~~

27 -
28 ~~• Employee Age 65+ for spouse under age 65 and dependents under age 26-~~

29 -
30 ~~• Employee Age 55-64 with minimum 10 years of service and eligible spouse and~~
31 ~~dependents-~~

32 -
33 ~~• Employee Age 50-54 with minimum 20 years of service and eligible spouse and~~
34 ~~dependents-~~

35 -
36 ~~Please note: to qualify for the 3 Year RRA, all eligible staff would need to be in receipt of their BA~~
37 ~~pension and eligible staff under the age of 55 would need to pay for COBRA until the age of 55. The~~
38 ~~staff eligible for the 3 Year RRA and all other staff would have the option to allocate any or all of~~
39 ~~their severance to be distributed as an RRA in the annual increments listed above and only until~~
40 ~~they Age Out at which time employees will be eligible for COBRA at their own cost. Staff retiring~~
41 ~~with BA who are age 65 or older, and are in receipt of their BA pension will continue on BA~~
42 ~~healthcare through the end of the month following their exit date and will move to retiree medical~~
43 ~~on the first of the month following their retirement and be eligible for the post 65 RRA (Retiree~~
44 ~~Reimbursement Account).~~

45 ~~Voluntary Severance*:~~

46 -

Completed Years of Service-	Severance Benefit (paid weeks)-
 	
 	

1	1
1	1
1	3
0	5
1	8
2	1
3	4
4	7
5	0
6	3
7	6
8	9
9	2
0	5
1	8
2	1
3+	2

1 ~~*The Severance calculation above is based on completed years of service.~~
2 ~~All employees seeking to participate in these programs will be required to adhere to the terms and~~
3 ~~conditions of the program, including execution of a binding general release.~~

4
5 **Letter of Understanding - Telecommunications**

6
7 Should British Airways retain the leasehold at Terminal 7, or any other terminal at JFK, but cease
8 to serve as the terminal operator, the current scope of work performed by the Lead
9 Telecommunications Officer (Maintenance) and Telecommunications Officer (Maintenance) will
10 be reduced to the functions required to maintain IT services and equipment solely used by British
11 Airways for its flight and business operations.

12
13 **Transition Provisions**

14
15 The Company will endeavor to provide job guarantees for impacted staff with the third-party
16 provider responsible for maintaining IT services and equipment in the terminal. Severance will be
17 made available to impacted staff per the negotiated involuntary severance in Customer Services.

18
19
20
21
22

Letter of Agreement

Associate Customer Experience **Representative Lead** (ACERL)

This Letter of Agreement (LOA) is made and entered into in accordance with Title II of the Railway Labor Act, as amended, by and between British Airways, Inc. (hereinafter referred to as the “Company”) and District Lodge 142 of the International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter referred to as the “Union”), or, hereinafter collectively referred to as the “Parties”.

The Parties hereby agree as follows:

WHEREAS, the parties have been engaged in Section 6 negotiations under the auspices of the National Mediation Board (NMB) that will result in a Tentative Agreement, and

WHEREAS, there has been an expressed interest by the Company in creating a new Associate Customer Experience **Representative Lead**(ACERL) position, and

WHEREAS, the history of this Collective Bargaining Agreement has been such that there has never been an ACER position, and

WHEREAS, the implementation of a new ACERL position has an inherent possibility of creating seniority and bidding issues, and

WHEREAS, the Company and Union will need to be able to react to any such issues post ratification.

NOW, THEREFORE, the Parties hereby agree to the following:

1. The parties agree to implement the new ACERL positions under the terms and conditions set forth in this LOA on or after the effective date of November 20, 2019 (date of ratification).

2. This LOA will facilitate either the Company or Union being able to bring forward issues that may arise as a part of the implementation or any process, element or issue not addressed or otherwise not contained in this LOA. This will allow corrections to be developed and implemented outside of this Collective Bargaining Agreement and any associated ratification process, however, any such process must be mutually developed and agreed to by the Company and Union.

3. The parties agree to the following guidelines for the implementation of the new ACERL positions:

A. ACERL's - General

1 1. All **ACERL**'s will have separate seniority and a stand-a-lone ACER seniority
2 list. In addition, they will not accrue any full-time Customer Service **Representative**
3 **Lead** (**CSRL**) seniority.

4
5 2. An **ACERL**'s job description shall be the same as a **CSRL** as described in
6 Article IV of this CBA except that it shall be on a part-time basis.

7
8 3. If an **ACERL** bids and is the successful bidder for full-time **CSRL** position
9 they will be placed at the bottom of the full-time **CSRL** seniority list (unless they hold
10 previously accrued full-time (frozen) **CSRL** seniority).

11
12 4. No previous **ACERL** seniority will be credited on the full-time **CSRL** seniority
13 list.

14
15 5. All **ACERL**'s shall be paid according to their classification seniority and the
16 relevant step on the existing **CSRL** pay scale found in this CBA.

17
18 6. **ACERL**'s will be limited to any new, insourced stations for a period of one (1)
19 year after the DOR.

20
21 7. After the one (1) year period has elapsed, the number or percentage of
22 **ACERL**'s will be limited to fifty percent (50%) at existing (i.e. the ten legacy stations)
23 stations/locations as of the DOR.

24
25 8. When supported by the station/location schedule and operation, postings for
26 full-time **CSRL**'s will be posted and bid system-wide.

27
28 **B. Order of awarding **ACERL** bids at any new or existing locations**

29
30 1. Bids shall be awarded first to existing **ACERL**'s who have satisfied the
31 stability period.

32 a. Once the first station has been staffed with the first **ACERL** on the
33 system, that **ACERL** must remain in their awarded station for a period of no
34 less than six (6) months (stability period) unless there is a lateral transfer or
35 promotional opportunity (e.g. any full-time position).

36
37 b. After an **ACERL** has satisfied the stability period above, they shall have
38 preference over any vacancies posted on the system via their existing **ACERL**
39 classification seniority.

40
41 c. If there are no **ACERL**'s, then 3.B.2) below and subsequent shall apply.

42
43 2. Awarded by classification seniority to any Employee with full-time **CSRL**
44 seniority who bid the positions (bid down to **ACERL**), then after that to

45
46 3. Full-time CSA's with the greatest amount of accrued full-time CSA seniority
47 (bid down to **ACERL**), then after that to

48 4. Part-time CSA's with the greatest amount of accrued full-time CSA seniority,
49 then after that to

- 1
2 5. Part-time CSA's, then after that to
3
4 6. Associate CSA's with the greatest amount of previously accrued full-time CSA
5 seniority, then
6
7 7. Associate CSA's
8
9 8. After the above (1 through 7) have been satisfied, the Company may go outside
10 of the CBA to fill the position.
11

12 C. Stations with only ACE~~RL~~ positions

- 13
14 1. There must be a minimum of a four-hour (4) gap between any two ACE~~RL~~
15 shifts.
16
17 2. There will be no back to back shifts & no overlaps of shifts.
18
19 3. When the nature of the operation changes, i.e., the frequency of flights and/or
20 the schedule, and the operation at a location/station supports a full-time CS~~RL~~
21 positions, those positions will be posted and bid system-wide and awarded pursuant
22 to "Awarding Bids" paragraph found in Article IX of this CBA.
23

24 D. Potential issues at Stations and/or Location

- 25
26 1. If/when a/any ACE~~RL~~ position(s) is/are replaced by full-time CS~~RL~~ postings,
27 and the current ACE~~RL~~ is not the successful bidder for the full-time CS~~RL~~ posting,
28 ~~he/she they~~ would be laid-off.
29
30 2. The ACE~~RL~~ would need to either bump a junior ACE~~RL~~ somewhere else on
31 the system or bump into any other classification where they have previously
32 established seniority and seniority permitting. And there pay and pension
33 contributions would be according to the position they would be able to hold.
34
35 3. Separate seniority tracking - no direct ascent to the full-time CS~~RL~~ position
36 when/if one becomes available. Vacancies will be filled pursuant to "Awarding Bids"
37 paragraph found in Article ~~IX~~ 9 of this CBA.
38

39 IN WITNESS WHEREOF the parties have signed this Letter of Agreement
40 this 3rd day of December, 2019.
41

42
43 British Airways.

43 For the International Association
44 Of Machinists and Aerospace Workers
45

46
47
48 _____
49 Brian Pinchbeck

48 _____
49 James M. Samuel

1 **Senior Vice-President**
2 **North America Airports**
3
4

General Chairperson
District Lodge 142

1 MEMORANDUM OF AGREEMENT
2 BY AND BETWEEN

3
4 BRITISH AIRWAYS

5
6 AND

7
8 THE INTERNATIONAL ASSOCIATION OF MACHINISTS

9
10 The following Collective Bargaining Agreement is hereby entered into this ~~1st day of October,~~
11 ~~2017~~ and is in full and final settlement of all items **as of the date of ratification on November**
12 ~~20, 2019~~, covering contract proposals submitted by and between BRITISH AIRWAYS and THE
13 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
14 covering the classifications of:

15
16 REPRESENTATIVES

17 Customer **Experience** ~~Representatives~~ Leads

18 Associate Customer **Experience** ~~Representatives-~~ Leads

19
20 AGENTS

21 Customer **Experience** Agents

22 Associate **Experience** Service Agents

23
24 TELECOMMUNICATIONS

25 Lead Telecommunications Officer (Maintenance)

26 Telecommunications Officer (Maintenance)

27
28 ~~CARGO SALES ASSISTANT~~

29

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Letter of Agreement
between
British Airways
And
IAM District 142

The Company hereby agrees to remove the forty (40) hour qualifier.

As per Article 6 of this agreement any hours worked more than eight (8) in any twenty-four (24) hours will be paid at the overtime rate.

If the company suspects that any members are involved with disingenuous roster practices through patterned absence or sickness, the company will proceed to investigate the matter in line with company policy. During the time of the investigation, any pay, above straight time will be held until an outcome has been reached. The Company will complete its investigation within (14) fourteen days. If no evidence of abuse is found, the employee will be paid at the applicable rate per Article 6.