

**COLLECTIVE BARGAINING AGREEMENT**

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**BETWEEN**

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**AIR WISCONSIN AIRLINES**

***Air Wisconsin***  
— AIRLINES —

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**AND**

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**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS,  
AFL-CIO DISTRICT LODGE 142 AND  
LOCAL LODGE 2575 1487**



**IAM**  
**DISTRICT 142**

**Maintenance and Related Personnel**

# **TA REDLINE**

## Article 1 - Recognition

- A. In accordance with the certification made by the National Mediation Board on January 26, 1970 in Case No. R-4115, the Company hereby recognizes the Union as the sole and exclusive bargaining agent of its Mechanics and Related Employees as defined in Article 5. The Company further recognizes the Union as the agent of these employees to represent them and, in their behalf, to negotiate and conclude Agreements with the Company as to hours of work, wages, and other conditions of employment in accordance with the provisions of the Railway Labor Act, as amended.
- B. The Union agrees that all employees covered by this Agreement shall be governed by published Company rules, regulations and orders as shall be issued from time to time by properly designated authorities of the Company which are not in conflict with the provisions of this Agreement. Such rules, regulations and orders shall be made available electronically for each employee to access at each location. Employees will be notified that a change has been made. No employee shall be disciplined for violating a new rule if the above procedures have not been followed.
- C. The Company agrees that all mechanics' work now and heretofore done by its own employees wherever performed involving the maintenance, inspection, repair, modification and servicing of aircraft including but not limited to mechanical work involved in dismantling, overhauling, repairing, fabricating, assembling, welding and erecting all parts of airplanes, airplane engines, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith, and including the dismantling, repairing, assembling and erecting of all equipment and building maintenance and repair work, is recognized as coming within the jurisdiction of the Union and is covered by this Agreement.

Mechanics' work within the jurisdiction of this Agreement may not be subcontracted so as to cause employees to be laid off unless the Company and the Union mutually agree to the subcontracting of such work.

- D. The Company has and retains the sole right and function to manage its business, the right to decide and regulate the size of the work force, the number and locations of facilities, the machine, tool and office equipment; to maintain order and efficiency in its facilities, employees and operations; to hire, discipline, discharge, retire, layoff, recall, to make job and work assignments, transfers, promotions and demotions; to close down its operations or any department or part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, route, department, operation or service, and to otherwise generally manage the Company and establish terms and conditions of employment, including all other rights and prerogatives, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided by law or in this Agreement. Matters not provided for in this Agreement or by law are retained as rights of Management.
- E. A Committee will be formed to review work being considered for subcontracting, including all initial or renewable subcontracted work, and to consider whether the work can be performed more efficiently or economically by the Company. The Committee shall consist of two employees designated by the Company and two employees designated by the Union. Additional persons may be utilized by the Committee for the purpose of providing additional resources but do not have any decision-making authority. The Committee shall meet when subcontracting of work is to be done or as agreed to by the Committee. The Committee will be able to make their recommendations to the Vice President of Maintenance or ~~his~~ **their** designee, and a copy of the recommendation will be given to District Lodge 142. The establishment of this Committee will not serve to circumvent the contract rights of the parties under the terms of this Agreement.
- F. The Company is an equal opportunity employer. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, race, religion, disability, marital status, age and national origin. It is understood that wherever in the Agreement employees are referred to in the male gender, it is recognized as referring to both male and female employees, unless the meaning is obviously to the contrary.

## Article 2 - Status of Agreement

- A. It is expressly understood and agreed that **upon execution by the parties, this Agreement** this Agreement supersedes any and all Agreements now existing or previously executed between **the Company** and any Union or individual affecting the crafts or classes of 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 and the Union. Upon the announcement of the sale of substantially all of the stock or assets of the Company that is intended to result in the consolidation of the Company with another carrier that affects the seniority rights of the employees on the Seniority List, the parties will meet promptly to discuss the integration of the Seniority List in a fair and equitable manner **in accordance with McCaskill-Bond Amendment, Pub. L. 110-161, Div. K, Title I, §117, Dec 26, 2007, 121 Stat. 2383, codified at § 42112**. In the event of failure to agree, the dispute may be resolved in accordance with Section 3 and 13 of the Allegheny-Mohawk provisions.
- C. Merger Protections in the Event the Company Acquires another Carrier
1. In the event the Company acquires a carrier whose employees are represented by the IAMAW, the employees of the Company and the employees of the acquired carrier will operate pursuant to their respective collective bargaining agreements (or terms and conditions of employment if they do not have a collective bargaining agreement in effect) with their respective seniority lists until the first day of the first month following both:
    - a. The conclusion of negotiations of such provisions necessary to transition the acquired carrier's employees to this Agreement, and
    - b. The date that the integrated seniority list is presented to the Company. Such integration shall be governed by the IAMAW Merger Policy. The Company shall accept the merged seniority list.

2. In the event the Company acquires a carrier whose employees are not represented by the IAMAW, the employees of the Company and the employees of the acquired carrier will operate pursuant to their collective bargaining agreement (or terms and conditions of employment if they do not have a collective bargaining agreement or are unrepresented) with their respective seniority lists until the first day of the month following:
  - a. The conclusion of negotiations of such provisions necessary to transition the acquired carrier's employees to this Agreement, and
  - b. The integration of seniority lists will be accomplished in a fair and equitable manner in accordance with Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions in the event the parties fail to agree to a negotiated resolution. The Company shall accept the merged seniority list.
- D. The Company shall not create an "alter ego" (such as NY Air) to avoid the terms and conditions of the Agreement.

It is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any slowdown, sit down, work stoppage, strike or picketing of Company premises during the life of this Agreement, and/or until the procedures of the Railway Labor Act for settling disputes between the parties have been exhausted.

### **Article 3 - Conduct of Union Business**

- A. The Union agrees that Union business will, insofar as possible, be conducted during non-working hours. This shall not prevent an employee with a proper grievance from proceeding with such grievance in accordance with the terms of this Agreement during working hours.
- B. The total number of Union Negotiating Committee Members shall be less than or equal to the number of locations where employees covered by this Agreement are employed.

In determining the maximum number of Negotiating Committee Members per location, the following ratios will be followed. Thirty (30) employees or less; one (1) Member. Thirty-one (31) to sixty (60) employees; two (2) Members. Sixty-one (61) to ninety (90) employees; three (3) Members, etc. For the purpose of this paragraph, "employees" includes all classifications of work covered under this Agreement, reference Article 5. The Union shall determine from where these members are selected.

After proper notification and coordination with the designated Company official, members of the committee shall be permitted to attend all negotiation training, negotiation preparations, and negotiation sessions. The Company will pay the committee members while on approved Union Leave. Reference Paragraph G of this Article.

- C. The Company agrees to a Union leave of absence, with proper notification, for one properly elected employee from each location to attend the Annual District ~~Lodge~~ 142 Convention and the ~~Grand-Lodge International~~ Convention currently held every fourth year. If more than one employee is elected from one station the Company will allow a minimum of two (2) on a Union Leave of absence. In addition, if operational needs permit, additional employees may be approved by the Director of Maintenance. The Company will pay the employee attending the Convention while on approved Union Leave. Reference Paragraph G of this Article. Company will provide the Union with travel passes in accordance with IRS regulations and the Company's Marketing Partner(s) Agreement(s).

- D. The Company will provide the Union with travel passes in accordance with IRS regulations and the Company's Marketing Partner(s) Agreement(s). The Company will provide Union leave of absence for District Representatives, Local ~~Lodge~~ Executive Board Members, Committee Members, (i.e., Retirement, etc.) Chief Stewards, Chief Shop Stewards and Shop Stewards during their terms of office for use in connection with their work in administering this Agreement with a total of no more than six (6) Union Representatives (with no more than five (5) from any one base on any given day) with a minimum of twenty days' notice when possible. Request for additional member attendance will not be unreasonably withheld and will be at the discretion of the Director of Maintenance or his designee.

During the period of preparation for Section 6 openers for the next contract negotiations, and upon appropriate notification and consultation with the Company, proposal conference members and negotiators will also be afforded the above paragraph's provisions. At the discretion of the Chief Negotiator, the Company will adjust the regular days off of the negotiating committee members to allow for weekends off.

- E. The Company agrees that no employees covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in or lawful activity on behalf of the Union. The Union agrees that neither the Union nor its members will solicit membership or conduct during working hours on Company premises activities other than those of collective bargaining and the handling of grievances in the manner and to the extent hereinafter provided, except that this clause shall not be construed as restricting any of the rights granted to the Union and its members under any valid law.
- F. All IAM~~AW~~ Representatives shall be permitted to access any Maintenance location for the purpose of administering Union business. Such person or persons shall provide at least twenty-four (24) hours' notice to the station management. All persons shall comply with any and all requirements and regulations at the station that they are visiting.
- G. The Company will pay the Employee while on approved Union Leave. The Company will invoice the Union for the Employee's wages and fringe benefits at the rate of twenty-two percent (22%). The reimbursements will be administered according to Company processes and the Union will pay the invoices in a timely manner.

#### Article 4 - Union Shop and Voluntary Check-Off

- A. Each employee, now or hereafter employed in any work covered by the Labor Agreement between the parties and as it may have been supplemented or amended subsequent thereto, shall, as a condition of continued employment in such work, within sixty (60) ~~work~~ **calendar** days following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of and thereafter maintain membership in good standing (as herein defined) in the Union; provided that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member of this classification, or with respect to whom membership is denied or whose membership is terminated for any reason other than the failure of the employee to tender the initiation fees and monthly dues uniformly required of other employees as a condition of acquiring or retaining membership.
- B. For the purpose of this Agreement, "membership in good standing in the Union" shall mean that the employee is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation or reinstatement fees or membership dues or assessments uniformly required of other employees in the same Union.
- C. When an employee becomes delinquent or not in "good standing" within the meaning of Paragraph B, ~~he~~ **they** shall be subject to discharge.
- D. A discharge under the terms of this Article shall be based solely upon the failure of the employee to pay or tender payment of initiation fees and membership dues or assessments as specified herein and not because of denial or termination of membership in the Union upon any other ground.
- E. All rights of any employee under the Labor Agreement herein above noted and such supplement or amendment as may apply thereto are contingent upon ~~his~~ **their** acquisition and maintenance of membership in good standing in the Union.
- F. The Company shall not be liable for any time or wage claims for any employees discharged by the Company or for any dues deduction changes pursuant to a written order by an authorized Union Representative.
- G. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the dues payable by ~~him~~ **them** to the Union during the period provided for in said authorization. All deductions for dues shall be made by the Company on the first regular paycheck of the month. The parties agree that check-off authorization shall be in an approved form **electronic**, which shall be prepared and furnished by the Union.

- H. Deductions provided for in the preceding paragraph shall be remitted to District ~~Lodge~~ 142, International Association of Machinists and Aerospace Workers, AFL-CIO, no later than the tenth (10th) day of the month following the one in which the deductions were made and shall include all deductions made in the previous month. The Company shall furnish the District ~~Lodge~~ 142 Secretary/Treasurer and the Local ~~Lodge 2575~~ 1487 Secretary/Treasurer a copy of a record of those for whom deductions have been made and will include the amounts of the deductions, employee name, employee number, **email address if available, home address** pay group, location, last hire date, hourly pay rate, pay date and deduction code.
- I. The Company ~~shall~~ **will** notify the **District 142 Secretary-Treasurer and the Local ~~Lodge 2575~~ 1487 Secretary/Treasurer** of any newly hired employee on a monthly basis. In addition, on a ~~quarterly~~ **monthly** basis, **no later than the thirtieth (30<sup>th</sup>) day of the month**, the Company will provide to the **District 142 Secretary-Treasurer and the Local ~~Lodge 2575~~ 1487 Secretary/Treasurer** an updated **system seniority and address list**, including **employee name**, phone numbers **and email address** if available, **job classification, employee number, status's (Active, Leave of Absence, Furloughed/Laid Off) and (Full-Time, Regular, Temporary, etc.), location, seniority date, hire date, birth date, job code, title, and type** of all employees covered under the Agreement, or upon the request of the **District 142 Secretary/Treasurer and the Local ~~Lodge~~ 1487 Secretary/Treasurer**.
- J. The Company will provide the District ~~Lodge~~ 142 Secretary/Treasurer an updated membership list on a quarterly basis which will include the name, address and phone number if available, of all employees covered under the Agreement.
- K. On a monthly basis, no later than the thirtieth (30<sup>th</sup>) day of the month, the Company will provide to the Local ~~Lodge 2575~~ 1487 Secretary/Treasurer an updated System Seniority List. The list shall contain in order of seniority the names of all employees in each job classification including employee number, status (Active, etc.), location, seniority date, hire date, birth date, job code, title, status (Fulltime, etc.) and type.

## Article 5 - Classifications of Work

- A. While an employee's job classification sets out the duties normally associated with the job, as the needs of the Company may dictate, an employee may be assigned or reassigned to perform or assist in job duties normally associated with another lower classification. When working in a lower classification no employee will receive a reduction in pay. Further, all employees are expected to perform, as needed, those routine duties associated with maintaining the workplace in a safe, clean and operative condition. Employees will not be assigned to other job duties for punitive reasons.
- B. For purposes throughout this Agreement, the descending order of classification shall be as follows:
1. Crew Chief ~~and Alternate Crew Chief~~
  2. Inspector ~~and Delegated Inspector~~
  3. Mechanic and Avionics Technician
  4. Apprenticeship Program (AMAP) see LOA
  5. Lead PAGE Mechanic
  6. PAGE Mechanic
  7. Lead Cleaner
  8. Cleaner
- C. Crew Chief/Alternate Crew Chief
1. A Crew Chief shall be an employee who has achieved the status of a Mechanic or higher who holds licenses required under Federal law and who is a working member of a group.
  2. Crew Chief Duties and Responsibilities:  
A Crew Chief shall be charged with the responsibility of assigning, directing and approving the work of Mechanics, Avionics Technicians, Lead Cleaners, and Cleaners when no Lead Cleaners are present. ~~He is~~ **They are** responsible for, but not limited to, providing maintenance production leadership. The Crew Chief is accountable for ensuring the group adheres to all Company and regulatory policies and procedures. ~~He~~ **They** will provide **leadership and training** ~~coaching and mentorship~~ to employees to whom ~~he is assigned~~ **report to them as outlined in this article.** **They will** achieve and maintain production expectations, maintain a safe work environment and ensure the proper execution of logbook entries, completion of internal Company forms, work orders, and the maintenance airworthiness release. In addition, a Crew Chief will be responsible for assigning work to Inspectors/Delegated Inspectors.

3. The Crew Chief will be governed by the requirements of the service and the ratio where a Crew Chief must be assigned will be as follows: one (1) Crew Chief for three (3) to fifteen (15) employees (Inspectors/Delegated Inspectors, Mechanics, Avionics Technicians, and Lead Cleaners) on shift, two (2) Crew Chiefs for sixteen (16) to twenty-eight (28) employees on shift, etc. Cleaners are only included in count when Lead Cleaners are not on shift. When a Company Representative is on duty, no Crew Chief will have ~~his~~ **their** rate of pay decreased.
4. When it is known in advance (no less than 24 hours) there will be a need to upgrade a Mechanic to Crew Chief, the Company will make every effort to have the Union solicit volunteers from a list of day off Crew Chiefs.
5. When it becomes necessary to meet the Crew Chief to employee ratio as defined in paragraph C.3 and upgrade a Mechanic to the Crew Chief position, the Shop Steward or ~~his~~ **their** designee will use the following protocol for the upgrade process:
  - a. Solicit volunteers from a list of trained upgradeable individuals on shift by seniority.
  - b. Assign the least senior trained upgradeable individual on shift.
  - c. Solicit non-probationary volunteers on shift in descending seniority order.
  - d. Assign the least senior, non-probationary employee on shift.

#### D. Inspector/Delegated Inspector

1. An Inspector/Delegated Inspector shall be an employee who has achieved the status of Mechanic or higher and who holds licenses as required by Federal law.
2. Organizationally, this position reports to the Chief Inspector. Operationally, this position reports to and is given job assignments by the Crew Chief.
3. Duties and Responsibilities:  
 The work of an Inspector/Delegated Inspector will consist of, but is not limited to, the overall inspection of aircraft, including the power plant, in connection with repairs and overhauls where such work is required by the F.A.A. or the Company. The work of an inspector shall include all inspection of materials, parts and subassemblies as required by the F.A.A. or the Company. ~~and may also include the proper execution of logbook entries, completion of internal Company forms, work orders, and the maintenance release.~~

4. ~~At the date of ratification (DOR) of this Agreement~~ The Delegated Inspector position will be subject to the Interview process as stated in Article 11.E. ~~Also, at the date of ratification (DOR), all current Delegated Inspectors will remain as Delegated Inspectors and are exempt from the Interview process unless they forfeit their Delegated Inspector classification and bid at a later date to return to that position.~~
5. ~~The addition and recognition of a Delegated Inspector is a prospective change and only becomes effective on/or after the date of ratification with the first awarded position. Seniority shall then be awarded per the provisions of Article 12, paragraph A, and tracked accordingly.~~
5. The parties agree that any use of a Delegated Inspector is meant only to augment the full-time Inspector complement as of the DOR and not meant to replace any full-time Inspector positions.
6. ~~Classification Seniority for Delegated Inspectors shall be prospective from the DOR and shall be accrued as provided for in Article 12.~~ When it is known in advance (no less than 24 hours) there will be a need for an inspector, the Union will solicit volunteers from a list of day off inspectors.
7. Except as provided in D.6, when it becomes necessary to have an inspector/delegated inspector, the Shop Steward or their designee will use the protocol below for the upgrade process:
  - a. Solicit volunteers from a list of trained upgradeable individuals on shift by seniority.
  - b. Assign the least senior trained upgradeable individual on shift.

E. Mechanic/Avionics Technician

1. A Mechanic shall be an employee classified as a Mechanic on the date of this Agreement and any future employee assigned to Mechanics work who holds licenses required under Federal law. An Avionics Technician must hold licenses required under Federal law as well as either:
  - a. Passing of an oral and practical exam jointly developed by the Company and the District Lodge General Chair or ~~his~~ their designee. An FCC License will remain a suitable alternative until this process is in place.
  - b. National Center for Aircraft Technician Training-Aircraft Electronics Technician (NCATT-AET) certification.
  - c. Proof of graduation or certification from an accredited Avionics curriculum or military program found to be mutually acceptable by the Company and the District Lodge General Chair or ~~his~~ their designee.

At the date of ratification (DOR), all employees currently working as an

Avionics Technician or who hold a FCC License will be considered qualified to be an Avionics Technician.

2. This position reports to the Crew Chief.
3. Duties and Responsibilities:

A Mechanic/Avionics Technician, with the aid of tools, can repair, erect, assemble and dismantle, and maintain aircraft, aircraft avionic equipment, automotive and other machinery and mechanical devices or parts thereof to the satisfaction of the Company, and is responsible for the proper execution of logbook entries, completion of internal Company forms, work orders and the maintenance release.

4. A Mechanic/Avionics Technician may be temporarily authorized by the Company to perform **auditing of work packages or RII** inspections when on field service and no Inspector is reasonably available. Temporary authorizations must be issued based on the Mechanic's knowledge and experience as determined by and at the discretion of the Chief Inspector.

F. Lead/Alternate Plant & Ground Equipment Mechanic (PAGE).

1. A Lead PAGE Mechanic shall be an employee who has achieved the status of PAGE Mechanic and who is a working member of the group.
2. Duties and Responsibilities:  
A Lead/Alternate PAGE Mechanic shall be charged with the responsibility of assigning, directing and approving the work of PAGE Mechanics in the area to which ~~he is~~ **they are** assigned.
3. No Lead will be required to lead and direct the work of a group totaling more than twelve (12) other employees.
4. In case of a temporary upgrade, and no volunteers are available by seniority, a temporary assignment may be made using reverse order of seniority.

G. Plant and Ground Equipment Mechanic (PAGE).

1. A PAGE Mechanic shall be an employee who, with the aid of tools, can repair, erect, overhaul, and assemble and dismantle automotive and other machinery and mechanical devices or parts thereof (except aircraft) to the satisfaction of the Company.
2. This position reports to the. Lead/Alternate Plant & Ground Equipment Mechanic (PAGE). **In the absence of a Lead PAGE, the PAGE will report to the Crew Chief.**

3. Duties and Responsibilities:

The work of a Plant and Ground Equipment Mechanic shall include all work generally recognized as Mechanic's work performed in, on or about the Company shops and buildings including, but not limited to, the dismantling, repairing, painting, assembling and erecting of all buildings and ground support equipment and buildings, building maintenance and repair work. Work will also consist of the driving of all types of trucks, tractors and automotive equipment, moving and servicing aircraft and automotive equipment with fuel, oil and water; operation of bulk fuel stations, changing oil, tires, greasing automotive equipment; and driving and maintaining such equipment. The above work in this Paragraph may be performed by individuals not covered by this Agreement at stations where plant and ground equipment mechanics are not assigned or on duty so long as they spend less than four (4) hours per eight (8) hour shift in such work.

H. Lead Cleaner

1. This **position** reports to the Crew Chief.
2. Duties and Responsibilities:

The primary duty of a Lead Cleaner is to provide leadership **and training** to the Cleaners. This consists of assigning, ~~supervising~~, directing and approving the work of all Cleaners. Other responsibilities of a Lead Cleaner will include but are not limited to those of a Cleaner.

3. No Lead Cleaner will be required to lead and direct more than twelve (12) Cleaners. There will be a Lead Cleaner on duty when more than three (3) Cleaners are on duty at a location. If a Lead Cleaner is required, and none is on duty, the ~~manager or his designee~~ **Crew Chief** will use the following protocol for the upgrade process:
  - a. Solicit Aircraft Cleaning Process trained volunteers on shift in descending seniority order.
  - b. Assign the least senior Aircraft Cleaning Process trained employee on shift.
  - c. Assign the least senior employee on shift.

## I. Cleaner

1. This position reports to the Lead Cleaner. In the absence of a Lead Cleaner, the Cleaner will report to the Crew Chief.
2. Duties and Responsibilities:

The work of a Cleaner will consist of but is not limited to the cleaning and polishing of the interior and exterior of airplanes, ramp and other equipment, hangars, shops and machinery; cleaning aircraft/automotive parts, placing and arranging in the airplane of passenger service equipment and supplies.
3. Cleaners will not tow aircraft; however, they may operate motorized equipment as it relates to maintenance in the performance of their cleaner duties and may also transport equipment point to point for maintenance and repair.
4. For aircraft that are not relocated to the maintenance hangars, the work of cleaning the interior and exterior of airplanes, and the placing and arranging in the aircraft of passenger service equipment and supplies may be performed by individuals not covered by this Agreement so long as they spend less than four (4) ~~max~~ hours per aircraft per night.

## Article 6 - Hours of Service

- A. The normal work week will consist of forty (40) hours. The employee's working week shall begin on his first scheduled workday and will be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days worked within seven (7) consecutive days. All employees coming under this Agreement who have an eight (8) hour shift will have two (2) consecutive days off, work five consecutive days and have two (2) consecutive days off, unless in conformance with a training assignment schedule as defined in Article 8.B. All employees on a ten (10) hour shift will have three (3) consecutive days off, work four (4) consecutive days and have three (3) consecutive days off unless in conformance with the Union provided alternate work schedule as provided for in Paragraph D of this Article and adopted by the Company, or a training assignment schedule as defined in Article 8.B. The Company shall not alter an employee's work schedule if it results in less than eighty (80) regular hours in a pay period. A day's work shall begin with the start of an employee's regularly assigned shift (24-hour period).

The Company will not alter an employee's start times within a regular work week, with the exception of a training assignment as defined in Article 8.

At any time, if sixty-six and two-thirds (66-2/3%) percent of the employees in a bid group at a location request a ten (10) hour schedule or a mix of eight (8) or ten (10) hour schedules, the local management will review the request. If feasible and at the discretion of the Company, this schedule may be implemented. If a ten (10) hour bid group wishes to return to an eight (8) hour schedule and sixty six and two-thirds (66-2/3) majority of the bid group agree, the group will notify the Company on October 1<sup>st</sup> and will return to an eight (8) hour schedule on the following January Annual Facility Bid.

A bid group as referenced for overtime, mandatory overtime, job continuation, scheduling, field trips, bidding, etc. will be defined as any group of employees whose shift and location is the same; along with a similar job area, i.e., engine shop, Line Mechanics, general shop, Avionics, heavy check, Inspection, Cleaners and Plant and Ground Equipment Mechanic.

A shift is defined by when a shift premium is paid, in accordance with Article 25A.

- B. When documented flight schedule changes or operational changes necessitate a schedule start time change of one (1) hour or less, the Company with fourteen (14) days' notice, or less if mutually agreed with the District Lodge General Chair, may adjust an employee's work week start time forward or backward a maximum of one (1) hour from the January Annual Facility Bid start time or the latest Article 14 start time. The Company is only allowed to adjust such start time above on a semi-annual basis, per start time, per classification, per location. When documented flight schedule changes or operational changes require the adjusting of the work schedule by moving start times more than one (1) hour, the Company must re-bid the work schedule in accordance with Article 11 and Article 14.
- C. January Annual Facility Bid
1. The Company will present manpower requirements and a Company proposed work schedule by October 15<sup>th</sup>.
  2. A scheduling committee, chaired by the Chief Steward of the station and composed of up to three (3) additional employees selected by the employees at each maintenance base will be responsible for preparing a revised work schedule(s). A revised work schedule would not be constricted by the work week noted in Paragraph A of this Article. Such revised schedule(s) will be agreed upon by a majority of the employees in the affected bid group. The Chief Steward will be responsible for the bid group election process. The scheduling committee will submit any revised work schedule(s) to the Base Manager by October 22<sup>nd</sup>. The Company approved work schedule will be posted by October 27<sup>th</sup>. An Article 14 notification is not required as long as there is no reduction in manpower.
  3. The approved January Annual Facility Bid work schedule is bid by sign-up sheet by those working within that classification in the station on a timed basis. An individual who does not bid at their assigned time slot will be bypassed and will be assigned an open line by seniority at the end of the bid process. The administration of the timed bid will be the responsibility of the Union. Bypass fallout will be the mutual responsibility of the Union and the Company. The timed bid process must be completed no later than November 8<sup>th</sup>.
  4. The January Annual Facility Bid schedule will be bid on an annual basis effective on the first payday in January of each year.

- D. No employee shall be called to work or required to report for work at less than eight (8) or ten (10) hours work or pay, whichever is applicable, except when recalled after completing a regular shift of eight (8) or ten (10) hours or more. Employees regularly in the service of the Company will be considered as required to report for eight (8) or ten (10) hours work, whichever is applicable, on their scheduled work days unless notified by the Company 8 hours before the employee's scheduled shift, that there will temporarily be no work because of an Act of God, circumstances over which the Company has no control, or work stoppage and strikes by employees of the Company. Any employee not notified by the Company eight (8) hours before their shift, and as a result reported for work shall receive a minimum of two (2) hours' pay at his regular hourly rate.
- E. All employees will be granted a ten (10) minute rest period during the first half of their work shift and ten (10) minute rest period during the second half of their work shift without loss of time.
- F. Employees on an eight (8) hour workday shall have a thirty (30) minute unpaid meal period. The meal period will be scheduled between the end of the third hour and beginning of the scheduled sixth hour of their shift. If, at the request of the Company, an employee foregoes his lunch period, he shall be paid for the lunch period at the applicable rate. In such circumstances, the employee forgoing his lunch period can request to be released from duty thirty (30) minutes early when it is operationally appropriate. This must be approved by local management, and if there is no management on that shift, the Crew Chief.
- G. If an employee completes his tour of duty in domicile with less than ten (10) hours' time lapse before his next scheduled shift, he shall report for work at such time as to meet the ten (10) hour rest requirement but his pay shall begin from the start of his scheduled shift. If an employee is required to return to work with less than ten (10) hours of rest, he will remain on the applicable overtime rate until he has received ten (10) hours of rest, provided he has prior approval from his manager or designee. For Field service refer to Article 8.A.6.
- H. Day / Shift swaps among qualified employees will be permitted, subject to the approval of management, which will not be unreasonably refused. Requests for day / shift trades will be submitted on appropriate forms (paper or electronic). Overtime and hourly restrictions caused by an exchange will be waived. The employee who actually works the Day / Shift will be paid. The employee who is to work on a particular day as the result of a swap is responsible for reporting to work as he would any regular scheduled workday.

The following classifications are to be combined for shift swaps/day trades:

- (1) Crew Chief/Alternate Crew Chief, Trained Upgradable Mechanic, and Mechanic/Avionics Technician provided there are Crew Chief/Alternate Crew Chief or Trained Upgradeable Mechanics on duty on the affected shift. This provision will come into effect once the Company has enough Alternate Crew Chiefs or trains an appropriate number of Trained Upgradeable Mechanics
- (2) Mechanics and Avionics Technicians. Avionics Technicians primarily assigned to shop work may only work one-way shift swaps/day trades with Mechanics
- (3) Inspectors and Delegated Inspectors. An Inspector or Delegated Inspector can work a one-way shift swaps/day trades in another classification.
- (4) Lead/Alternate PAGE Mechanic and PAGE Mechanic
- (5) Lead Cleaner and Cleaner.

Any Crew Chief or Lead in a day trade / shift swap with a lower classification will be required to give up his Crew Chief or Lead premium for the day / shift worked unless reassigned to a Crew Chief or Lead position.

I. Part-Time Cleaners.

1. Part-time cleaners may not be scheduled for more than twenty (20) hours each week or more than eight (8) hours each day.
2. Part-time cleaners will accrue seniority on a pro rata basis. After sixty (60) calendar days of employment, they will be required to join and maintain membership in the Union.
3. Part-time cleaners will be given preference for full-time employment before a full-time cleaner is hired. No full-time I.A.M. represented cleaner will be laid off at a location while a part-time cleaner is working at that location.
4. Part-time cleaners will be paid the rate of pay specified in Article 28 in accordance with their accrued seniority.
5. Part-time cleaners will not accrue vacation, be eligible for holidays or holiday pay, sick leave, or insurance benefits.
6. The Company may staff each location with four (4) part-time cleaners. Staffing in addition to the four (4) part-time cleaners at each location will be on the basis of one full-time cleaner for each two (2) part-time cleaners. The obligation for a full-time cleaner starts with the sixth (6th) part-time cleaner.

## **Article 7 - Overtime and Holidays**

A. Overtime rate of regular time plus one-half (½), will be computed on an actual minute and shall be paid for all work performed in excess of eight (8) hours for an eight (8) hour shift, or ten (10) hours for a ten-hour shift in any one day.—Overtime rate of double (2) time shall be paid for all time worked in excess of twelve (12) hours in any one scheduled day. An employee who works on a regularly scheduled day off shall be paid regular time plus one-half (1/2). Overtime rate of double (2) time shall be paid for all time worked in excess of ten (10) hours.

B. Employees will be allowed (without loss of pay) a ten (10) minute break after each two (2) hours of overtime and at the end of a scheduled shift when overtime is worked.

C. Mandatory Overtime - Except in case of an emergency to maintain daily flight schedules, an employee will not be required to work overtime. The Company will not require an employee to work more than two (2) hours overtime and, if requested, make every effort to allow the employee off at the end of his regular shift.

Note: When an employee is working overtime on Field Service as described in Article 8, the Company will not require an employee to work more than four (4) hours overtime, however the employee can agree to continue working the job in excess of that given it is done with fatigue and safety in mind.

Assignment of overtime shall use the following protocol:

1. Solicit trained volunteers per the overtime program.
2. Assign the least senior trained employee.
3. Assign the least senior employee if training is not required to complete the task.

D. When an employee covered by this Agreement has been relieved for the day and is recalled to work from his home, or when an employee is called into work on either of his regular days off, he will be paid for not less than two (2) hours at the applicable overtime rate.

E. Employees shall be given one and one-half (1½) hours' notice of overtime, except in cases of emergency, or more notice if possible. There shall be no pyramiding of the overtime rates provided for in this Agreement.

F. Overtime requirements (the job to be performed, the approximate duration of the job, any qualifications, the shift and bid group to be solicited, and the number of employees required), will be determined by the Company at each station, and will be solicited and distributed by the Union. The Company will provide the Union said requirements. The Union Representative or his designee (e.g. Crew Chief) shall solicit and distribute overtime, as equally as possible among all qualified employees, whenever overtime is required. Individuals will be solicited in order of those having the least recorded overtime hours, and then if the lowest hours are equal, it will be solicited by seniority of those employees with the lowest hours.

The Company will be responsible for providing the overtime program to include the overtime requirements, an accurate work schedule, and a computer based method to track the overtime and will provide the Union with access to such program. The Union will be responsible to maintain accurate overtime records and to solicit and distribute overtime. All time spent by the Union Representative, or his designee, during his regular scheduled shift performing all work for overtime (soliciting, distributing and maintenance of records, etc.) will be paid by the Company. It is not the intent of this provision to incur overtime while performing work for the overtime program, but a Union Representative, or his designee, will be paid at the applicable overtime rate when requested by the Company to perform the work during off hours.

Any employee committing to overtime will be responsible for reporting to work as if it were his scheduled shift or portion thereof. An employee who commits to overtime and calls in sick will not be paid, but will be charged two times the duration of the overtime that was signed up for equalization purposes. An employee who calls in sick will not have the occurrence count against him in the attendance policy records.

Overtime will be solicited from the bid group where the work is located. The solicited overtime will be defined for all overtime groups at each location, by shift, classification or shop, including all employees in those groups. Refer to Article 6A for overtime bid group definitions. Refer to Article 7H for job continuation overtime.

The Company will not be responsible for any omissions in the solicitation or distribution of overtime, unless the Company does not provide accurate overtime requirements, work schedules or access to the overtime program for the Union. In those cases, the Company will be responsible for the bypass violation.

The following classifications are to be combined for overtime soliciting and distribution purposes: (1) Crew Chief and Mechanic, (2) Lead Cleaner and Cleaner, (3) Lead PAGE Mechanic and PAGE Mechanic.

If all the available Crew Chief and Mechanic classification at the station is solicited and there is still a need for overtime, Inspectors with Mechanic seniority may be solicited to cover the Mechanic overtime requirement with the approval of the Quality Assurance Manager, or his designee.

- G. Overtime hours worked or declined by an employee will be recorded as equivalent straight time hours paid or offered, in one-hour increments, rounded to the nearest full hour. No charge will be made if overtime is canceled. All overtime worked and refused will be charged including the following which are considered refusals:
1. No phone.
  2. No answer to phone call (make notation on records).
  3. Not home or no positive commitment to work from person answering phone (to include answering machine).
  4. Not qualified. This includes employees who reject offer for training or rotation within the bid group on additional units of equipment and employees who are physically limited on work for which they can be utilized.
- H. Voluntary Overtime for a job continuation to be completed within two (2) hours or less does not have to be solicited. Overtime job continuation of more than two (2) hours will be solicited from the overtime list of employees in the group where the work is located. If the overtime is not covered from an overtime group where the work is located, and then overtime shall be solicited from all other overtime group lists. Priority will be given to the employees at the station where the overtime is needed.

Note: Job continuation as referenced above is defined as overtime needed to complete a job (i.e. to close a work order needed for aircraft release or for work to return an aircraft to service) and continues until those accepting the overtime reach their rest period.

1. If an employee is scheduled to work and works on a holiday, he will not be credited with overtime for his scheduled shift of work, but will be credited with overtime for work in excess of his scheduled shift.
2. If an employee is not scheduled to work on a holiday and works, he will be credited with overtime for all hours worked.
3. An employee who transfers into an overtime group will be credited with overtime hours of the average of the people in the group at the time of entry.
4. At the beginning of each annual bid schedule, the overtime list will be zeroed out.

5. Overtime records will be available for review by IAM representatives at all times.
6. The following equalization rules are to be followed:
  - a. Any Overtime opportunities worked will be charged.
  - b. Refused overtime opportunities when less than one and one-half (1 ½) hours' advance notice is given will not be charged.
  - c. During his probationary period, an employee will not be placed on the overtime list and will not be considered for overtime work unless qualified. When an employee (new hire) is placed on the overtime list, he shall be charged with the average hours of the employees on the list.
  - d. An employee who is bypassed, by the direct request of the Company in the solicitation or distribution of overtime shall be paid and charged at the applicable rate for the overtime hours missed.
  - e. When an employee performs emergency field service away from his base station, hours worked beyond his regular scheduled shift and all hours worked on a regular day off will be recorded as overtime and charged on his overtime list. All employees who decline the field service will be charged the same overtime as those who accepted the field service.

Note: The selection of employees for Field Service is per Article 8A-7.
  - f. In the event of a LAOG (Line Aircraft on ground) situation, the overtime list may be bypassed, with no penalty to the Company, to ensure the immediate return to service of the aircraft.

Note: LAOG (Line Aircraft on Ground) is defined as an aircraft that is scheduled to fly line flights that day. Once that aircraft is removed from the flight schedule for that day, it is no longer a LAOG. The overtime list may not be bypassed for pre-planned, or scheduled maintenance.
  - g. Overtime upgrades will be in accordance with Classification and Seniority if the logged overtime hours are equal.

I. Accepted Overtime Practice Rules

When an employee is requested to work before his scheduled shift and the start time is more than twelve (12) hours before the end of his scheduled shift, he will begin the shift on time and one half (1½) for the first twelve hours and double time (2) for any time worked in excess of twelve (12) hours.

When the employee was on double time (2) the previous day and does not receive his ten (10) hour rest period before being requested to report to work, the employee will begin his shift on double time (2) and remain on double time (2) until such time as he clocks out.

- J. When an employee is on rest during his regularly scheduled shift he will be paid at the paid regular rate. Should an employee receive paid rest on a holiday, he shall be paid straight time and holiday pay (i.e double time) for all hours of his regularly scheduled shift during the applicable rest period.
- K. The following days are designated paid holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. **In addition to these Holidays, employees shall receive two (2) personal days. These personal days may be taken at any time, subject to seven (7) calendar days' notice and Company approval. The Company will respond within four (4) calendar days. The seven (7) days' notice may be waived by the Company in the event of an emergency or as mutually agreed upon.**

Employees who work on any of the foregoing holidays will be paid two and one-half (2-1/2) times their straight time rate for all hours worked on such holidays.

- L. Employees who do not work on the foregoing holidays will be paid holiday pay based on their applicable rate for the length of their normal scheduled shift. Employees are not required to submit absence requests to get paid for holidays that occur on their scheduled day off. In order to be eligible for holiday pay, the employee must have worked the entire eight (8) or ten (10) hour scheduled day prior to and subsequent to the holiday, excluding any excused absences as described in the Company Policy and Procedures Manual or unless excused by the Department Head or his designee.

When a holiday falls on an employee's regularly scheduled day off, with Manager or his designee approval, the employee may take off the last day of his work week prior to the holiday or the first day of his workweek subsequent to the holiday. In this situation, the employee shall receive the holiday pay at the straight time rate only for the day taken off.

- M. Employees scheduled to work on a holiday may trade with an employee not scheduled to work. Employees working the holiday will receive holiday worked pay and the employees not working will receive holiday off with pay. The Manager or his designee will be notified of the trade at least three (3) days before the holiday. The employee accepting the trade will be required to report for work.
- N. Overtime and hourly restrictions cause by a voluntary shift bid will not apply. In an Article 14 schedule change the provisions of Article 6G will apply.

## Article 8 - Field Service and Training

### A. Field Service

1. When employees covered by this Agreement are required to engage in field or emergency work away from their base station, they shall be paid for such work on the same basis as at their base station with a minimum of eight (8) or ten (10) hours, whichever is applicable, at straight time rate for each of the four (4) or five (5) days of the standard work week. Field Service is not to be used for vacation relief or to involuntarily fill vacancies at other locations.
2. Employees will be paid the applicable rate for all time spent in traveling or waiting at Company direction, except for periods when not on duty. Every effort will be made to return an employee engaged in field service or emergency work to ~~his~~ **their** base station as soon as possible after ~~he~~ **has they have** completed ~~his~~ **their** assigned duty. While away from their home station when an employee goes into the ten (10) hour rest period, they will fulfill the rest period unless authorized by the maintenance base management or the Crew Chief if there is no management on that shift.
3. Where transportation, laundry, meals and lodging (based on one individual per room) are not provided by the Company for employees on emergency work, attending school or filling temporary vacancies of up to one hundred twenty (120) calendar days or less, all reasonable and necessary expenses will be allowed as substantiated by itemized receipts. If the itemized receipts should be unavailable or lost, a statement in lieu of receipt will be acceptable to substantiate the expense. A cash advance may be requested and signed for at the employee's discretion. The Company will arrange for payment all international duties fees and permits. Employees are entitled to be reimbursed for the cost of obtaining a passport for international field service duty through the utilization of the Tool Allowance as specified in Article 27.

When on field service, it will be the Company's responsibility to provide transportation. When transportation is via commercial flight operations, the Company will provide positive space travel per Company Travel Policy in both directions. Notification of return itinerary will be provided to the employee at the time of return. Any rental or Company vehicle will have the required safety devices as specified by law. Employees may but will not be required to use their personal vehicle. If the employee uses ~~his~~ **their** personally owned vehicle, ~~he~~ **they** shall be reimbursed at the current Company mileage rates in effect at that time. The mileage total submitted shall be verified based on the actual odometer reading of the personally owned vehicle using MapQuest as a guide for mileage.

When an employee is required to go on field service duty, it shall be the responsibility of the Company to ensure that sufficient funds are available to the employee(s) to accommodate the anticipated and normal expenses. Consideration shall be given to the potential for an unexpected overnight situation in determining the appropriate amount. The Company will have a procedure in place to ensure that funds are available for field service.

Under unusual circumstances, additional monies may be requested and received through notification and approval of the Company. (Any and all expenses shall be submitted for final Company approval within ten (10) days pursuant to clear Company expense procedures.)

4. When an employee is away from ~~his~~ **their** home station filling a temporary vacancy, ~~he~~ **they** shall be paid straight time and overtime in accordance with the provisions of this Agreement, based on the shifts as scheduled in this Agreement, but in no event shall ~~he~~ **they** receive less than eight (8) or ten (10) hours pay for each scheduled work day. The Company may, however, schedule ~~him~~ **them** to take ~~his~~ **their** regular days off without compensation except for the reasonable and necessary expenses.
5. If an employee returns to the home station with less than ten (10) hours' time lapse before ~~his~~ **their** next scheduled shift, ~~he~~ **they** shall report for work at such time as to meet the ten (10) hour rest requirement, but ~~his~~ **their** pay shall begin from the start of ~~his~~ **their** scheduled shift. Any deviation from this plan will require prior management approval.

6. The minimum qualifications needed for a Field Service assignment are as follows:
  1. Indoctrination or recurrent training
  2. Aircraft systems training
  3. Successful completion of OJT training requirements for the applicable system or component

Note: There may be instances in which a Field Service assignment may require run/taxi qualifications, passport or certain immigration requirements and/or completion of specialized training not covered under OJT. The above listed minimum qualifications can be amended by mutual agreement. In instances where two employees are sent on Field Service, one of the employees must meet the minimum qualifications.

The selection of employees for Field Service will be on a voluntary basis and the individuals will be selected based on opportunity for equalization purposes using the following guidelines:

- a. When the term Crew Chief is referred to in this Article, it is meant to include an ~~upgraded~~ Alternate Crew Chief also.
- b. The Crew Chief on duty will select from a list of employees who are qualified in the bid group that are scheduled on duty, when the Field Service is forecasted to depart from the station. Overtime distribution is not referred to for field service selection. When the Crew Chief has selected an employee(s) for Field Service, there shall be no bypass provisions associated with the choice.

If the Company has failed to keep accurate records with regard to minimum qualifications or opportunity records, and a bypass occurs as the result of inaccurate records, the Company will be liable for those bypass instances as a result of inaccurate records.

If the Crew Chief fails to keep accurate opportunity records and a bypass occurs, the Company will not be liable for those bypass instances as a result of inaccurate records.

- c. In instances where there is no Crew Chief on duty, the Company may opt to make the selection for Field Service. The Company also has the option to override the selection by a Crew Chief at their discretion. In any instance that the Company makes the selection for Field Service, and a bypass occurs, bypass pay in the amount of actual hours worked on the Field Service trip will be paid to the employee(s) bypassed.
- d. An employee in scheduled training during the forecasted time of departure for Field Service will not be eligible for selection for Field Service.

- e. An employee on overtime during the forecasted time of departure for Field Service will not be in the selection for Field Service. Exceptions to this subparagraph can be made by mutual agreement between the Crew Chief and the Company.
  - f. The Crew Chief or the Company in the Crew Chief's absence will ensure that any employee(s) refusing voluntary field service will sign a field service log indicating such refusal.
  - g. The Crew Chief or the Company in the Crew Chief's absence may go out of the bid group on shift for volunteers only after the selection for field service does not generate an employee(s) from the original bid group on shift at the forecasted time of departure.
  - h. If no volunteers are obtained using the list, the Crew Chief or the Company in the Crew Chief's absence, may assign the most junior, qualified employee(s) on duty, in the original bid group.
  - i. The field service records will be available for review by the Union at all times.
7. When charter air travel is required, the Company will schedule travel for field service for all employees, only on minimum multi-engine aircraft. All non-scheduled minimum multi-engine aircraft should be rated, and suitable, to transport all personnel, parts, tools and equipment to and/or from the intended destination. If there is any doubt in the mind of the employee as to the suitability of a non-scheduled, on demand aircraft, the employee will be afforded the opportunity at ~~his~~ **their** request to speak with a member of the Maintenance leadership team prior to the departure of the trip.

The Company retains the right to choose and utilize a broker solely at its discretion. In the event that the Union identifies any unsatisfactory service or safety related issues from any broker provided on demand aircraft, the Company agrees that it will meet and confer with Union leadership and it will correct agreed upon problems/concerns with the broker or secure the business through another broker.

Safety is a consideration in determining the number of employees to be assigned for field service. The Company will consider the work to be performed, the location, the time of day, and any other pertinent factors in deciding whether more than one employee is needed. Notwithstanding the above, when field service work originates after that location's hours of operation, no employee(s) will be sent unless station personnel are available for the entire scope of work. For safety consideration when the requirement is to drive to the field service work the number of employees to be assigned will be a minimum of two (2) unless the field service is less than sixty (60) miles from the home station.

8. When a current employee or a new hire moves into a new Bid Group, ~~he~~ **they** will be credited with the average opportunities of the group.
9. At the beginning of each annual bid schedule the field service list will be zeroed out.

## B. Training

### At Station Training

1. For training that is at station, an employee's scheduled shift may be adjusted by up to 2 (two) hours for a training assignment. After the length of an employee's normal scheduled shift (i.e. 8 or 10 hours) they are considered relieved from duty and cannot be placed on mandatory overtime per Article 7 paragraph C. The employee may select voluntary overtime per Article 7 paragraph H.
2. When an employee receives an assignment to attend training pertaining to their work, they shall be paid for all hours at his applicable rate with a minimum of eight (8) hours on an eight (8) hour shift and ten (10) hours on a ten hour (10) shift.
  - a. When training is on an employee's regularly scheduled day off, the employee will be paid his normal overtime rate.
  - b. When a training assignment requires a change in scheduled day(s) off, the employee's schedule will have alternate day(s) off without compensation during the training/work week.
3. The Company will give a minimum of seven (7) days' notice to the employee for all training assignments and change to work schedule due to training unless mutually agreed upon between the employee and the Company. In no event will an employee be required to attend training on more than one (1) of their scheduled days off unless mutually agreed upon between the employee and the Company.
4. If an employee has reduced hours due to a training schedule, they will not suffer a loss of pay unless otherwise provided for in this agreement, (i.e. no accrued sick time, no call/no show, etc.).
5. Training shall not be scheduled on a holiday on which an employee is not scheduled to work or during an employee's scheduled vacation.
6. The Company may change an employee's shift for training only, with due consideration for the 10 (ten) hour rest period and will pay applicable overtime if rest is waived by mutual agreement between the employee and the Company.

## Out of Station Training

7. For training that is out of station, start time may be adjusted with due consideration to Article 6 (Rest Period) and Article 7 (Overtime if Rest Period is waived).
8. For training that is out of station, or if an employee's days off are adjusted and alternate days are scheduled, the employee will not be required to work/train more than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Employees will have two (2) days off on an eight (8) hour schedule or three (3) days off on a ten (10) hour schedule prior to and after training when the scheduled training is a week or more in length. When training is more than a week in length, the employee will have a two (2) day weekend on an eight (8) hour shift or three (3) day weekend on a ten (10) hour shift. Any adjusted schedule with a change in scheduled days off is for training only.  
If an employee has reduced hours due to a training schedule, he will not suffer a loss of pay unless otherwise provided for in this Agreement (i.e., no accrued sick time, no call/no show, etc.).
9. For training that is out of station and if travel is required on a day off prior to or after completion of an employee's training event, the employee will be paid at the applicable overtime rate. This includes all time spent in traveling or waiting in connection with a training assignment.
10. For training that is out of station and if travel is required prior to or after completion of an employee's actual training day, the employee will be paid at the applicable overtime rate if the eight (8) or ten (10) hour day is exceeded (inclusive of training). All time spent in traveling or waiting in connection with a training assignment will also be paid at the applicable overtime rate.
11. For training that is out of station and where transportation, laundry, meals and lodging are not provided by the Company for attending training all reasonable and necessary expenses will be allowed as substantiated by itemized receipt. If the itemized receipts should be unavailable or lost, a statement in lieu of receipt will be acceptable to substantiate the expense. Any and all expenses shall be submitted for final Company approval within ten (10) days pursuant to clear Company expense procedures.
12. When an employee receives an assignment to attend training pertaining to their work, they shall be paid for all hours at their applicable rate with a

minimum of eight (8) hours on an eight (8) hour shift and ten (10) hours on a ten (10) hour shift.

- a. When training is on an employee's regularly scheduled day off, the employee will be paid their normal overtime rate.
  - b. When a training assignment requires a change in scheduled day(s) off, the employee's schedule will have alternate day(s) off without compensation during the training/work week.
13. The Company will give a minimum of seven (7) days' notice to the employee for all training assignments and change to work schedule due to training unless mutually agreed upon between the employee and the Company. In no event will an employee be required to attend training on more than one (1) of their scheduled days off unless mutually agreed upon between the employee and Company.
  14. If an employee has reduced hours due to a training schedule, they will not suffer a loss of pay unless otherwise provided for in this Agreement (i.e. no accrued sick time, no call/no show, etc.).
  15. Training shall not be scheduled on a holiday on which an employee is not scheduled to work or during an employee's scheduled vacation.
  16. The Company may change employees' shifts for training only, with due consideration for the 10 (ten) hour rest period and will pay applicable overtime if rest is waived by mutual agreement between the employee and the Company.

### Move to Article 3

B.3 During Company new hire orientation at any location, the Union will be given a period of time not to exceed three (3) hours for disseminating Union information. In the event the new hire does not attend a formal orientation program, the Union Steward at their location will be afforded the opportunity to meet with the new hire.

## Article 9 - Vacations

### A. Accrual

1. An employee's date of hire shall be used as the anniversary date for the purpose of eligibility. Vacation time shall be earned as follows:
  - Completion of 1 year of continuous service - 104 Hours
  - Completion of 5 years of continuous service - 144 Hours
  - Completion of 12 years of continuous service - 184 Hours
  - Completion of 18 years of continuous service - 224 Hours
  - Completion of 25 years of continuous service - 240 Hours
2. One week's vacation pay for an individual shall be computed by multiplying ~~his~~ **their** normal hourly rate by forty (40). Vacation shall be charged at the rate of ten (10) hours for each vacation day for a ten (10) hour schedule and at the rate of eight (8) hours for an eight (8) hour schedule.
3. Employees will accrue vacation at a rate per month to equal the hours stated above in Paragraph A.1.
4. Employees with one year or more of service who have been on a non-paid status during their anniversary year because of lay-off or leave of absence without pay shall lose one-twelfth (1/12th) of their vacation pay and vacation time off for each thirty (30) days on a non-paid status during the anniversary year, except for employees who are not working because of a compensatory disability or because of sickness of less than 60 workdays.

### B. Designated Vacation

The Company will designate sufficient vacation time to accommodate each vacation bid group as follows: The Company will allow a minimum of one (1) employee off on vacation for up to forty (40) weeks' accrued vacation in a vacation bid group. For example: one (1) to forty (40) weeks' accrued vacation, one (1) employee will be allowed off on vacation in the bid group. Forty-one (41) to eighty (80) weeks' accrued vacation; two (2) employees will be allowed off on vacation in the bid group. Eighty-one (81) to one hundred twenty (120) weeks' accrued vacation, three (3) employees will be allowed off on vacation in the bid group, etc. The following classifications are to be combined for vacation bidding purposes: (1) Crew Chief/~~Alternate~~ Mechanic (2) Lead Page Mechanic-Page Mechanic (3) Lead Cleaner-Cleaner (4) Avionics Shop/Avionics Technician. Vacation time requested under this provision must be made with at least three 3-days' notice. Approval of vacation requests with less than three 3-days' notice will be at the discretion of the Company, however such requests will not be unreasonably denied.

When the Company elects to make additional vacation weeks available above the one (1) in forty (40) ratio, such weeks will be posted.

The vacation selection ratio finalized for the annual vacation bid shall not be revised unless an increased complement of employee vacation weeks exceeds the remaining open vacation weeks for the year.

### C. Annual Vacation Bid

1. Vacation periods for the year will be bid after the January annual facility bid for the next year. Employees will bid vacations by vacation bid groups at the station where they are located. An employee will be allowed to bid each year vacation equal to ~~his~~ their accrual rate. All employees under this Agreement shall indicate their preference, regardless of their Company seniority, but actual bid awards will be assigned by the Company seniority system. The bid awards will be posted for all employees by December 20.

2. The Annual Vacation bid will be completed in two rounds by order of Company seniority in each vacation bid group.

a. Round one (1): The Annual Vacation bid will be bid in blocks of scheduled workdays between regular days off. A block is four (4) days for a ten (10) hour schedule and five (5) days for an eight (8) hour schedule. In addition, an employee may bid:

- one (1) DAT (day-at-a-time vacation) for one (1) to nine (9) years of service,
- two (2) DATs for ten (10) to nineteen (19) years of service,
- three (3) DATs for twenty (20) to twenty-nine (29) years of service and,
- four (4) DATs for thirty (30) to thirty-nine (39) years of service.

An employee may bid up to the maximum number of hours equal to their accrual rate.

b. Round two (2): Any choice of days remaining after round one (1) not to exceed your accrual rate, may be bid if desired in blocks of DATs. Days bid in round one (1) may not be disturbed in round two (2).

Note 1: For vacation during a holiday week to be bid in round one (1) of the Annual Vacation bid, a block of vacation, or three (3) DATs inclusive of the holiday must be bid.

Note 2: After the Annual Vacation bid, any number of remaining vacation days may be used on a DAT basis. DAT vacation days may be used singularly or consecutively.

Note 3: An employee may bid or request, but not take vacation that has not been accrued.

Note 4: The Company representative will post the Annual Vacation Award on a Calendar posted for all employees to view or post the Annual Vacation Award electronically for all employees to view.

Note 5: The Annual Vacation bid will be a timed event. An employee who does not meet the time requirements will be bypassed. The bypassed employee will then bid at the end of the Annual Vacation bid timed process. If more than one employee is bypassed, they will bid by Company seniority.

3. Protests of Vacation Awards:

- a. Any protests must be taken up with the employee's Maintenance Base Manager or his designee within thirty (30) days.
- b. Senior employees will not be permitted to select a vacation period awarded to a junior employee after the vacation schedule has been published.

D. Bidding Vacation after the Annual Bid

1. If an employee has additional vacation saved, he may bid any open days/weeks after the January Annual Facility Bid is awarded. An employee will be allowed to bid after the January Annual Facility Bid is awarded vacation equal to his accrual rate. These will be awarded on a first-come, first-serve basis by Company seniority and will be approved or denied within twenty-four (24) hours. If two or more employees request the same period, seniority shall prevail. After the vacation is approved or denied, the Company representative will return a copy of the request to the employee and note the employee's name on the vacation calendar or post it electronically. If denied, the Company representative will insert the original denied vacation request in the denied vacation binder. This binder is to be used during the calendar year should a denied vacation request becomes available.
2. An employee may request by telephone, prior to ~~his~~ **their** normal starting time, the use of a DAT. A member of Management may approve or deny the request. If there is no Management on shift, their designee (i.e Crew Chief) may approve or deny the request. The request will not be unreasonably denied. The vacation request if approved must be submitted electronically on the employee's first day after returning to work.

## E. General

1. An employee discharged for just cause or who quits forfeits all vacation except that which has been brought forward from a previous year. Provided that an employee who resigns after having given the Company fourteen (14) days' advance notice in writing of such act shall be entitled to accumulated vacation.

However, no employee shall accrue vacation during his probationary period except that upon the completion of ~~his~~ **their** probationary period, the employee's accrued vacation shall be calculated as of his date of hire.

2. An employee **who is** laid off, **Active Service Duty** or ~~entering the Armed Services, deceased~~ or ~~who dies or~~ retires or ~~who~~ becomes permanently disabled shall be entitled to accumulated vacation.
3. If an employee is on vacation on a contractually recognized holiday, ~~his~~ **their** vacation bank will not be charged for the day.
4. An employee bidding under Article 11 into a different line or bid group and ~~his~~ **their** old vacation award conflicts with existing awarded vacation, the employee shall bid a new vacation period from available open periods. An employee who is displaced pursuant to Article 14 will have their vacation award honored.
5. If the Company has denied the employee the right to take ~~his~~ **their** approved vacation, the employee may take a cash settlement, or carry over any unused portion to be used the following calendar year.
6. When a state of emergency is declared by local or state government due to weather conditions in any local county that prevents employees from reporting to work, employees may request and will be granted vacation or, subject to the Maintenance Base Manager's discretion, be allowed to make up the lost time at a later date on a straight time basis. In the event that neither of the above options are used, the lost time will be considered time off without pay.
7. Earned vacation must be taken in the year following the year in which it was accrued. An employee who has used ~~his~~ **their** vacation for the year and needs additional time off in emergency situations can request to borrow from next year's vacation, not to exceed ~~his~~ **their** current accrual.

## Article 10 - Leave Of Absence

- A. When the requirements of the service will permit, any employee hereunder shall, upon proper written request and approval of the Company, be granted a personal leave of absence in writing for a period not in excess of ninety (90) calendar days. Except as herein provided, an employee shall not during the time ~~he is~~ **they are** on a leave of absence be gainfully employed without first having received the mutual approval of the Company and the Union. Such leave or leaves may not be extended for additional periods unless approved jointly by the Company and the Union.
- B. During all leaves of absence mentioned herein, employees shall retain, but not continue to accrue, seniority beyond the first ninety (90) calendar days. Any appointment or election to District Lodge or higher position shall continue to accrue seniority.
- C. An employee on a leave of absence who returns from such leave, shall be reinstated to ~~his~~ **their** former Master Bid Schedule (MBS) line if ~~his~~ **their** seniority warrants. If ~~his~~ **their** former MBS line does not exist, the employee will be placed in a duplicate bid line where ~~his~~ **their** seniority warrants or the Company can choose to do a station realignment in accordance with Article 14.
- D. Military leaves will be granted in accordance with USERRA.
- E. Family medical leaves will be granted in accordance with the State and/or Federal Family and Medical Leave Act (FMLA) as applicable and as administered by the Company's Family and Medical Leave Policy.
1. An employee who is disabled due to illness or injury, and who has exhausted his Family Medical Leave (FML) shall be granted a general medical leave of absence for the remainder of such illness or injury, not to exceed two (2) years, inclusive of their FMLA.
- F. Bereavement Leave - In the case of death in the immediate family (~~spouse/domestic partner, child, parents, siblings, grandparents, grandchildren, including step and in-law relationships) children, father, mother, sister, brother, mother in law or father in law, stepparents, stepchildren, step-grandchildren, step-brother, step-sister,~~ an employee will be allowed time off with pay during the period of the bereavement, not to exceed three (3) of ~~his~~ **their** consecutive scheduled work days during said period. Pay shall be at the employee's base rate not to exceed eight (8) hours for an eight (8) hour schedule, ten (10) hours for a ten (10) hour schedule for any such scheduled workday lost. An employee may request and will be granted up to three (3) days of ~~accrued vacation to be used in the event of a death of an employee's spouse's grandparents, brothers and sisters. In either case if~~ additional time is **if necessary, in the form of** vacation or ~~an~~ unpaid personal leave of absence ~~may be requested up to three (3) days. If an~~

employee has other non-immediate family member's funerals to attend, the employee may request to take unpaid time, (or the employee may use accrued or unused vacation) in the amount of five (5) days. The employee shall not be eligible for funeral bereavement leave pay if he is they are on lay-off furlough or any kind of personal, sick or Worker's Compensation leave. He They shall not be paid for funeral bereavement leave in the event of a holiday for which he is eligible occurring during the funeral bereavement leave.

Employees should notify a member of Maintenance management as soon as the employee knows the need for time away from work exists. The name and relationship of the deceased may be requested by the Company.

- G. A company employee covered by this Agreement, upon appointment or election to a full-time Union position, shall be granted an indefinite unpaid leave of absence to fulfill his their term of office. During such leaves of absence, such employee shall be treated the same as an active employee with respect to benefits and will send premium payments to the Company. The employee shall continue to accrue seniority under this Agreement. Upon an employee's departure from a full-time Union position, he they will be reinstated as an active employee with seniority and benefits as if he they never left. He They will return (bump) into a position where his their seniority will place him them at the station he they left and if the station is closed, any other station. Such employee will be credited with the maximum vacation and sick leave allowances provided by the Agreement then in effect for employees of like seniority.
  
- H. An employee shall lose their seniority status if the employee is on a leave of absence for twenty-four (24) months from the date of illness or injury unless the medical prognosis for the employee is such that the employee will be able to return to work in his their classification or any other job classification for which he is they are qualified within a reasonable extension of time.
  
- I. Benefits While on Leave
  - 1. While on a paid sick/medical/STD leave status, an employee will:
    - a. remain on all insurance, welfare and retirement benefit programs enrolled in at the time of the leave, with no increase in employee contributions to those plans, subject to any open enrollment period changes, and
    - b. accrue sick time in accordance with Article 15 and vacation time in accordance with Article 9 of the current collective bargaining agreement, and
    - c. be subject to the pass policy of the Company unless otherwise provided for in the Agreement, and
    - d. continue to accrue seniority for pay, Company and classification purposes.

2. While on a Worker's Compensation leave status, an employee will:
  - a. remain on all insurance and welfare programs enrolled in at the time of the leave, with no increase in employee contributions to those plans, subject to any open enrollment period changes, for the period of twelve (12) consecutive weeks. Thereafter, if the leave continues and the employee is not using sick pay to augment his Worker's Compensation payments, the employee may be credited eight (8) or ten (10) hours per day from any available sick leave bank in order to continue ~~his~~ **their** insurance/welfare program.
  - b. accrue sick time in accordance with Article 15 and vacation time in accordance with Article 9 of the current collective bargaining agreement, and
  - c. be subject to the pass policy of the Company unless otherwise provided for in the Agreement, and
  - d. continues to accrue seniority for pay, Company and classification purposes.
3. While on an unpaid medical leave of absence, an employee will:
  - a. remain on all insurance and welfare programs enrolled in at the time of the leave, with no increase in employee contributions to those plans, subject to any open enrollment period changes, ~~for a period of twelve (12) consecutive weeks~~ **until the end of the month following 30 days**. Thereafter, if the leave continues, the employee will be offered COBRA continuation for their insurance/welfare programs, and
  - b. accrue sick time in accordance with Article 15 and vacation time in accordance with Article 9 of the current collective bargaining agreement, and
  - c. be subject to the pass policy of the Company unless otherwise provided for in the Agreement, and continue to accrue seniority for pay, Company and classification purposes.
4. While on approved FMLA, an employee will:
  - a. remain on all insurance, welfare and retirement benefit programs enrolled in at the time of the leave, with no increase in employee contributions to those plans, subject to any open enrollment period changes, and
  - b. accrue sick time in accordance with Article 15 and vacation time in accordance with Article 9 of the current collective bargaining agreement, and
  - c. retain the pass policy privileges as if an active employee for the duration of the FMLA leave of absence in accordance with Article 16, and
  - d. continue to accrue seniority for pay, Company and classification purposes.

- J. Employees hereunder who must be absent from their work while serving as jurors shall, upon proper evidence that they were called and actually served such jury duty, be paid their regular rate of compensation less the amount received for jury service. The employee will supply the Company with a copy of the check within thirty (30) days. If jury duty lasts longer than one (1) week, the Company will adjust the employee's schedule to allow for weekends off.
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## Article 11 - Vacancies and Posted Jobs

When a vacancy occurs and the Company wishes to fill the job, all such vacancy/vacancies will be filled by assignment of personnel under the terms of this Agreement. Upon mutual agreement all processes associated with this article may be automated via the Company intranet.

In the filling of new local and system vacancies and existing local and system vacancies, it is understood that the bids shall be awarded, by seniority, to employees with valid standing preference bids on file.

All Crew Chiefs, Inspectors, Mechanics and Avionics Technicians must hold a valid Airframe and Powerplant license (A&P).

Avionics Technicians must also be qualified in accordance with Article 5 E.1.

The minimum licensing requirement may be modified by mutual agreement between the Company and the Union.

### A. Standing Preference Bids

1. All working and laid off employees may fill out a Standing Preference Bid form.
2. The Company shall provide system wide, at each award, a posted list of all positions currently in effect, with employee names, schedule line numbers, station, shift, days off, start/stop times, and classification.
3. An eligible employee who desires to voluntarily transfer from their existing line shall file a standing preference bid for each job to which ~~he~~ they desires to transfer identifying ~~his~~ their desired: (1) class, (2) bid group, (3) shift, (4) days off, and (5) location.
4. A bid will be submitted on a standard Company form to management personnel or ~~his~~ their designee who will provide a signed copy to the employee confirming the date and time of receipt. The management personnel or his designee shall file the bid with the appropriate Company official.
5. There shall be no limitation on the number of replacement bids an employee may file. Only the most recent standing preference bid form will be recognized.
6. No standing preference bid on file shall be altered in any way. Changes must be made by submitting a new bid. Bidding one line that is identical to others is equivalent to bidding for all of those lines including additional lines added in the future. (Identical lines are defined as having the same station, classification, shift, bid group, days off, and start/stop times.)

7. Bids that are not legible or are incomplete will be disregarded by the Company and returned to the employee immediately upon receipt.
8. Employees voluntarily accepting specialized training of two weeks or more of the same course are restricted from bidding out of the shop or area from which they trained for one (1) year from completion of such training. The Company will notify the employee in writing prior to the beginning of training if the training is specialized. The employee will indicate in writing whether the training is voluntary or involuntary. The employee will receive a copy of this indication.
9. Bids must be received, as evidenced by time stamp, in the office of the Company representative by the date the vacancy is to be filled. Bids not received before the date the vacancy is to be filled will be disregarded for said vacancy but shall remain valid for future vacancies. Vacancies will be filled at the end of the business day previous to the award date.

## B. New Vacancies

### 1. Postings

- a. New Vacancies - A new vacancy is defined as one involving new start and end times, new shifts, new days off, new shop, etc. It does not include additional lines added to existing positions (i.e., identical lines).
  - (i) Announcement of new vacancies.
    - (a) A local information bulletin announcing new vacancies at a station will be posted at all bid locations within the station. Bulletins will contain the following information:
      - I. Whether it is permanent or temporary
      - II. Classification
      - III. Station and bid group
      - IV. Shift and days off
      - V. Number of vacancies and brief description of duties and qualifications.
      - VI. Effective calendar date of transfer
      - VII. Bid schedule line number of the vacancy(s)

- (ii) Each bulletin will be posted for at least seven (7) calendar days and shall specify a deadline date and time after which bids will not be accepted for the posting. At the time of the posting, new preference bid forms will be supplied to each maintenance station.

Note: If new vacant lines are filled locally and subsequent open lines at the station are existing lines, then paragraph (iii) below does not apply. The subsequent existing lines will be filled by Bid Process paragraph C.

- (iii) New vacancies not filled by local posting will then be posted system wide utilizing the same procedure defined in Paragraph B.1.a. above.

Note: For new vacancies, laid off employees will be contacted and given nine (9) days from initial notice of openings to submit a bid.

## 2. Bid Process

### a. Filling New Local Vacancies.

- (i) A seven (7) day posting is required for this bid process.
- (ii) New vacancies at a station will be subject to filling from standing preference bid in the following manner:

STEP 1. Local preference of those currently working in the classification at the station by classification seniority.

Note: If new vacant lines are filled locally and subsequent open lines at the station are existing lines, the subsequent existing lines will be filled by Bid Process paragraph C.

- (iii) Subsequent vacancies at the station occurring as a result of the original vacancy and award will be awarded by seniority using the existing standing preference bids on file on the date of the award of the original vacancy in accordance with paragraph C.

Note: If new local vacancies are not filled by the new local bid process then lines will be filled in accordance with paragraph B.2.b.

### b. Filling New System Vacancies

- (i) A seven (7) day posting is required for this bid process.

Note: For new vacancies, laid off employees will be contacted and given nine (9) days from initial notice of openings to submit a bid.

- (ii) New vacancies at a station will be subject to filling from standing preference bid in the following manner:

STEP 2. System wide who hold the classification among qualified employees by classification seniority, including laid off employees.

STEP 3. System wide (outside classification) by seniority among qualified employees including laid off employees. (Employees who do not hold classification seniority.)

Prior to Step 4 below, employees on station lay-off at the station where the opening(s) are located and who hold classification seniority will be recalled in reverse order of seniority.

STEP 4. New hires. AWAC IAMAW represented employees with applications on file will be given preference over non-employees.

New mechanics with A&P licenses may be assigned a training schedule not to exceed ten (10) calendar weeks from date of hire before they must be assigned a bid line.

- (iii) Subsequent vacancies at the station occurring as a result of the original vacancy and award will be awarded by seniority using the existing standing preference bids on file on the date of the award of the original vacancy in accordance with paragraph C.
- (iv) Filling Crew Chief and/or Inspector new system vacancies not filled by a Crew Chief and/or Inspector with classification seniority will follow paragraph E.

### C. Existing Local or Existing System Vacancies

#### 1. Bid Process

- a. Postings and notification to laid off employees are not required for this bid process.
- b. Vacancies at a station will be subject to filling from standing preference bid in the following manner:

STEP 1. Local preference of those currently working in the classification at the station by classification seniority.

STEP 2. System wide who hold the classification among qualified employees by classification seniority, including laid off employees.

STEP 3. System wide (outside classification) by seniority among qualified employees including laid off employees. (Employees who do not hold classification seniority.)

Prior to Step 4 below, employees on station lay-off at the station where the vacancy(s) are located and hold classification seniority will be recalled in reverse order of seniority.

STEP 4. New hires. AWAC IAMAW represented employees with applications on file will be given preference over non-employees.

- c. New mechanics with A&P licenses may be assigned a training schedule not to exceed ten (10) calendar weeks from date of hire before they must be assigned a bid line.
- d. Subsequent vacancies at the station occurring as a result of the

original vacancy and award will be awarded by seniority using the existing standing preference bids on file on the date of the award of the original vacancy in accordance with C.1 above.

- e. Filling Crew Chief and/or Inspector new system vacancies not filled by a Crew Chief and/or Inspector with classification seniority will follow paragraph E.
- f. Existing local or existing system vacancies must have the bid process completed within five (5) business days after the line becomes vacated, with the exception of vacancies subject to the Joint Selection Process as stated in Article 11.E. This timeframe can be extended due to operational needs with the mutual agreement of the Company and the District Lodge General Chair or ~~his~~ **their** designee.

#### D. Awards

1. The Master Bid Schedule will be updated and posted at each maintenance location with the name(s) within two (2) workdays after the award and a minimum of seven (7) days prior to the start of the new schedule.
2. An employee who is awarded a bid by standing preference bid shall have at least seven (7) days' notice before ~~he is~~ **they are** transferred on the calendar date as stated on the award, unless another date is mutually agreed to between the employee and the Director of Maintenance or ~~his~~ **their** designee. It is further understood that upon transfer, an employee may be assigned to a training schedule not to exceed thirty (30) consecutive days with no change in days off except for classroom training. Shift changes during the training cycle will be limited to those necessary to complete training. Should a shift change be necessary, an employee's previous personal commitments will be considered. The Company will notify the employee at the time of the award what training will be required. The employee will have a sixty (60) day window to start and finish applicable training.
3. When an employee successfully bids a vacancy at another maintenance station, it will be considered a voluntary move. Five (5) unpaid workdays, and/or vacation days, will be allowed to report to the station. The effective date of the transfer will be two (2) weeks from the award posting date unless mutually agreed otherwise.
4. Employees who have not demonstrated their ability previously in the classification will be given a trial period of not less than thirty (30) workdays and not more than sixty (60) work days to demonstrate ~~his~~ **their** ability to perform the work and to determine whether ~~he~~ **they** wants the job. If ~~he~~ **they** fails to demonstrate ~~his~~ **their** ability or decides ~~he~~ **they** does not want the job, ~~he~~ **they** shall revert back to ~~his~~ **their** former position and be precluded from bidding on the same classification for the next six (6) months. Awarded vacation periods will be honored during the trial

period unless cancelled by the employee. The trial period will be extended by the time of the vacation period.

5. Employees who have been involuntarily removed from a classification due to inability to perform the duties of that position, will lose seniority for that position and be precluded from bidding for the same classification, or being upgradeable for at least six (6) months. They must rebid for that classification, pass the interview process or demonstrate their ability to qualify for the classification in the absence of an interview process.
6. Any employee from any IMAAW contract who is hired for a vacancy will serve the length of the probationary period of the new contract on a trial basis. The employee will adjust to the new job scale rate of pay applicable for years of service covered by an IMAAW contract. The employee will retain ~~his~~ their seniority in the classification that ~~he~~ they had worked. If such employee fails his trial period, that employee may return to ~~his~~ their original position.
7. If more than one position becomes available, the employee's higher choice on ~~his~~ their standing preference bid form will be awarded.
8. All working and laid off employees can only decline an award based on ~~his~~ their standing preference bid for a change of station and/or classification. ~~He~~ They will then be restricted from bidding for five (5) calendar months. The employee must submit ~~his~~ their decline of the award within five (5) days after notification.
9. If there is a reduction and/or realignment in the workforce, as per Article 14 an employee cannot decline ~~his~~ their bid once awarded.
10. When a Master Bid Schedule is posted an employee must submit ~~his~~ their protest to any incorrectly awarded line(s) within five (5) calendar days. If the employee is on an authorized absence, ~~he~~ they will have five (5) calendar days upon ~~his~~ their return to work to submit a protest.
11. If an award for a vacancy of a bid line is not filled after all the Article 11 processes are completed, the line will move to "New Hire". If that "New Hire" line is not filled within thirty (30) days, current employees can submit a Secondary Bid Form and the line will be awarded according to seniority.

#### E. Filling of Crew Chief and Inspector Vacancies – Joint Selection Process

When an approved vacancy exists as defined in Article 11 above in the Crew Chief and Inspector classification, the position will be awarded using the procedure below. Interested employees may submit a standing preference bid. Once the bid period is closed, the position will be awarded based on the following procedure:

1. Priority for filling Crew Chief and Inspector Vacancies
  - a. Local preference of those currently working within the

classification.

- b. Local preference of those who have passed the interview process and are qualified to hold the classification.
  - c. System wide within the classification among qualified employees including furloughed/laid off employees.
  - d. System wide of those who have passed the interview process and are qualified to hold the classification.
  - e. System wide (outside of classification) among qualified employees including furloughed/laid off employees.
  - f. If no one from the system bids for the position and prior to the interview process, laid off employees from within the classification, at the station only, will be recalled in accordance with Article 11.
  - g. New hires. Other AWAC IAMAW represented employees with applications on file will be given preference over non-employees. Newly hired Crew Chiefs and Inspectors may be assigned a training schedule not to exceed ten (10) calendar weeks.
2. Interview Process
- a. If no existing Crew Chiefs or Inspectors bid for the vacant position, the remaining candidate(s) will be interviewed.
  - b. The interview will be conducted by a two (2) person panel: one (1) selected by the Company, and one (1) selected by the Union.
  - c. The Union panel member must be working in the classification of the position being awarded.
  - d. A Human Resources Representative will act in an advisory capacity and resolve any tie votes.
  - e. All personnel conducting the interview process will be required to attend an interview training program administered by the Company. The training administered by the Company will contain all elements of this Article.
  - f. Each interview will use a mutually agreed upon, standard set of interview questions. Applicants' answers will be graded on a point based system. At the end of the interview, the panel will conduct an analysis of the recorded results and tabulate the results.
  - g. After analysis of the interview, if the results recorded for the applicants are above a set point value mutually agreed upon, the senior person will be selected.
  - h. If an applicant posted a successful score for a vacant position but was not awarded that position due to seniority selection, ~~his~~ **their** interview results will stay on file for nine (9) months and ~~he~~ **they** will not require an additional interview if another vacancy in the same classification becomes available. The new vacancy will still be awarded based on paragraph E.2.g.

### 3. Interview Scheduling

- a. The parties agree that the interview process (contact to the candidate) will begin within ten (10) days of the bid closing or mutually agreed upon by the Company and Employee(s).
- b. A Company representative will contact all employees in the process at their telephone number on record or may contact the employee at work.
- c. Employees will be called in seniority order to advise them of the interview schedule (date, time and location) and offer a choice of scheduled interview times. In the event of a “no answer” or “left message,” the interviewer may bypass the employee and call the next senior employee to offer selection of scheduled interview times. Any employee who was bypassed under these provisions who contacts the interviewer within twenty-four (24) hours may select from the remaining available interview time slots at the time ~~he~~ **they** contacts the Company representative.
- d. Any employee unable to interview at the available interview time ~~he~~ **they** scheduled will not be rescheduled.
- e. Employees can decline to interview for the position.
- f. When an employee is unable, or declines, to interview for the position, only the remaining eligible employee(s) will be interviewed.
- g. Interviews will be conducted during the employee’s regularly scheduled work day/week at the station where the employee works, or, the Company may opt to fly the employee to another station at the Company’s expense (i.e., hotel, per diem and lost time) if it is mutually agreeable to both parties.
- h. If an employee has to interview on their day off, management will temporarily change that employee’s schedule so to limit or eliminate any overtime.

### 4. Process Completion.

- a. The employee awarded the Crew Chief or Inspector position will be notified by a Company representative. The successful bidder will be afforded the provisions per Article 11 Par D to report. The employee’s classification seniority and payment of the respective wage for the classification will begin on the date of award.
- b. **The employee who bids for and successfully passes the interview for Alternate Crew Chief and Delegated Inspector will be notified by a Company representative and they will start the process to become qualified.**
- c. Once the employee has been awarded a Crew Chief or Inspector vacancy, the updated Master Bid Schedule will be sent to and posted at all maintenance areas by the Company.
- d. All applicants who participated in the interview process but **did**

~~not pass the interview~~ were not awarded the position will be notified by a Company Representative in person or by phone. The employee(s) ~~that did not pass the interview not awarded the position~~ will be offered an opportunity to receive feedback from the interview process (Union or Management) for future career development. **Such applicants may not reapply for this position for six (6) months.**

5. All current Crew Chiefs and/or Inspectors will remain as Crew Chiefs and/or Inspectors and are exempt from this selection process unless they forfeit their Crew Chief or Inspector classification and bid at a later date to return to those positions. This paragraph also applies to laid off or furloughed employees with Crew Chief and/or Inspector classification seniority. **Effective the DOR (Date of Ratification) all current Alternate Crew Chief and Delegated Inspector who hold such seniority, will freeze and retain their seniority. All future successful applicants will not accrue seniority in these positions.**

F. Temporary Vacancies and Emergency Temporary Duty

1. Unoccupied Temporary Vacancies

- a. The vacancy can be filled on a temporary basis once from one (1) to sixty (60) calendar days, pending system wide posting and selection procedure. If there are no volunteers for the position, the position may be assigned to the most junior qualified employee. Employees who hold seniority in the higher vacant position and refuse to accept a temporary assignment based on the reverse order of seniority shall lose seniority in the higher classification only if the opening is at their station. For instances in which the Company requires additional use of the unoccupied temporary vacancy provision (e.g.: aircraft paint program), the Company and the District Lodge General Chair will meet and confer about the need. A mutual agreement between the parties must occur for additional provisions outside of this paragraph.

2. Occupied Temporary Vacancy

- a. A vacancy created by the absence of a current employee who is expected to return to the shop or facility may be filled on a temporary basis from one (1) to one hundred twenty (120) calendar days. Such vacancy will be posted system wide at each maintenance location for not less than seven (7) calendar days to allow bids to be filed, and will be awarded in accordance with Articles 11 and 12. If there are no volunteers for the position, the position may be assigned to the most junior qualified employee.

3. Local Occupied Temporary Vacancy

- a. A vacancy created by the absence of a current employee who is expected to return to the shop or facility may be filled on a temporary basis from fourteen (14) to sixty (60) calendar days (pay

- period increments). Such vacancy will be posted locally at the effected maintenance location for not less than four (4) calendar days accompanied by an email posting to all current employees, to allow bids to be filed, and will be awarded in accordance with Articles 11 and 12. If there are no volunteers for the position, the position may be assigned to the most junior qualified employee.
- b. The employee awarded or assigned the vacancy will be guaranteed a minimum of eighty (80) regular hours for each pay period. If the employee's day-off patterns change, the employee's work week and days off will comply with the Article 6.
  - c. A Local Occupied Temporary Vacancy will only be used at a station that is ninety percent (90%) manned.
4. Seasonal Temporary Vacancy
    - a. In order to fulfill the maintenance requirements at a seasonal maintenance facility, the Company may bid temporary positions of no more than one hundred twenty (120) days' duration. Such positions shall be filled as a system bid in accordance with Article 11 and Article 12 of this Agreement. An employee must have successfully completed the appropriate training before the effective date of transfer of the award.
  5. Temporary Vacancy Award Rules
    - a. An employee awarded, not assigned to, a temporary vacancy must complete the assignment prior to being awarded another temporary vacancy.
    - b. When an employee completes any temporary vacancy assignment (involuntary) or any temporary vacancy award (voluntary) under Article 11, they shall be returned to their former position and/or status.
  6. Additional Temporary Vacancy Posting Requirements
    - a. All Temporary Vacancies will be posted with start and end dates.
    - b. The type of Temporary Vacancy will be identified in the posting along with all information as stated in Article 11 B. 1.
      - a. (i).
  7. Emergency Temporary Duty
    - a. Overtime will be solicited from the station where the need for the Emergency Temporary Duty exists before soliciting from other stations unless mutually agreed upon by the Company and the District Lodge General Chair or his designee.
    - b. The Company and the District ~~Lodge~~ General Chair or ~~his~~ **their** designee will meet and confer about the requirements for Emergency Temporary Duty. A mutual agreement between the parties must occur.

- c. The Company may select a station(s) to solicit from in consultation with the District ~~Lodge~~ General Chair or ~~his~~ ~~their~~ designee. A mutual agreement between the parties must occur.
- d. Emergency Temporary Duty will be from one (1) to fourteen (14) days.
- e. Emergency Temporary Duty will use Article 7 to solicit volunteers from a list of qualified employees.
- f. The Company will provide the employee all provisions defined in Article 8.A.3. for employees on Emergency Temporary Duty.
- g. If the duration of the Emergency Temporary Duty will exceed fourteen (14) days, Temporary Vacancies as described above will be used unless mutually agreed upon by the Company and the District ~~Lodge~~ General Chair or ~~his~~ ~~their~~ designee.
- h. Following completion of the Emergency Temporary Duty the employee will be returned to his former position and/or status.
- i. All other provisions in the Agreement will apply to Emergency Temporary Duty.

## Article 12 – Seniority

- A. Seniority under this Agreement shall be defined as length of continuous service with the Company subject to ability to perform the work of the job in a satisfactory manner and shall be by work classification and shall accrue from the date of entering the classification, on a regular assignment, subject to other provisions herein. The date of entering classification shall be ~~established as one day after the closing date of the bid~~ the effective date of the Master Bid Schedule (MBS) pertaining to their new award for seniority purposes only. The work classifications to be recognized for seniority purposes shall be as defined in Article 5. An employee moving from a lower classification to a higher classification will retain and continue to accrue seniority in all lower classifications ~~he~~ they worked and will retain ~~his~~ their present rate of pay or the starting rate of the higher classification (inclusive of any license premiums), whichever is greater, until such time as ~~his~~ their seniority in that classification increases the rate of pay. New hire seniority date will be ~~his~~ their first day worked or in training / orientation.
- B. Seniority by work classification shall be recognized at all shops and points where employees hereunder are employed on a system basis subject to other provisions herein in all reductions of force, in recalling after a layoff, in bidding for vacancies or new jobs and in all promotions, demotions or transfers involving classifications covered by this Agreement.
- C. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in order of the date of their entry into that classification. To decide the position of two or more employees on the seniority list whose date of entry into a classification is the same, the following procedure will be used in sequence as outlined:
1. Date of entering classifications;
  2. Date of entering Company as an employee;
  3. Birthday - oldest employee will be the senior;
  4. By method mutually agreed upon by both or all parties concerned.
- D. As of January 1, and July 1 of each year, the Company ~~shall will bring up to date~~ provide current system seniority lists to the Union which shall contain in their proper order the names of all employees in each job classification. ~~Copies of seniority lists shall be posted on the IAM bulletin boards and a copy sent to the Union.~~ At the time of the initial appearance on a seniority list, employees shall have thirty (30) days after the posting of such a list in which to protest in writing to the Company any omission or incorrect posting affecting their seniority.

E. Employees covered by the Agreement shall lose their seniority status and their names shall be removed from the seniority list under the following conditions:

1. ~~He~~ **They** quits or resigns.
2. ~~He is~~ **They are** discharged for just cause.
3. ~~He is absent from work for three (3) consecutive scheduled work days without properly notifying a Maintenance Department Company Representative of the reason for his absence, and not then if a satisfactory reason is given for not notifying the Company.~~ **They are absent from work for three (3) consecutive scheduled workdays without properly notifying a Maintenance Department Company Representative for the reason of absence unless a satisfactory reason is given for not notifying the Company.**
4. ~~He does~~ **They do** not inform the Company in writing by mail or electronic format of ~~his~~ **their** intention to return to service within five (5) calendar days of attempted delivery of the certified letter of notice offering to ~~reemploy him~~ **reinstate them**.
5. ~~He does~~ **They do** not return to the service of the Company on or before a date specified in the notice from the Company offering ~~him~~ **them** ~~re-employment~~ **recall** at ~~his~~ **their** station, which date shall be prior to ten (10) calendar days after attempted delivery of the certified letter of notice; provided, however, that Sections 4 and 5 of this Article shall not apply to offers of temporary work for less than one hundred twenty (120) days.

~~6. All notices required to be sent under this Article shall be sent by certified mail, return receipt requested, to the employee at the last address filed by him with the Human Resources Department. There shall be no duty on the part of the Company to send a notice to a laid-off employee unless said employee shall, when laid off, file his address with the Human Resources Department of the Company and shall thereafter promptly advise the Human Resources Department of any change of address. MOVED TO 'H' BELOW~~

6. ~~He is~~ **They are** not recalled after having been laid off from the Company for a continuous period of seventy-two (72) months shall be considered broken only if an employee is recalled for a period of sixty (60) or more consecutive work days.
7. ~~He~~ **They** exhausts medical leave per Article 10, paragraph H.

- F. An employee holding seniority in classification higher than ~~his~~ **their** present classification, and failing to bid on a bulletined job at ~~his~~ **their** station in such higher classification for which ~~he has~~ **they have** previously qualified, shall lose all seniority in such classifications, except at no time shall an employee be compelled to bid a temporary job of less than one hundred twenty (120) calendar days. The same shall apply if ~~his~~ **their** bid is withdrawn prior to the bid award or failure to accept after the bid award. When an employee successfully bids from a classification (to a lower classification), ~~he~~ **they** shall lose seniority in all classifications which are rated higher than the one to which ~~he has~~ **they have** successfully bid. Article 5 sets forth the descending order of classifications for seniority purposes. Any laid off employee may bid a job in a lower classification and retain seniority held in higher classifications providing that there are no openings in the higher classification held at the time of the bid at the station. **Employees moving to a lower classification will receive the rate of pay in accordance with their Company seniority.**
- G. Any employee covered by **a IAM bargaining agreement** ~~this agreement~~ that transfers into a position covered by another **IAMAW** collective bargaining agreement will retain and accrue seniority in their former classification during their probation. However, upon completion of probation in the new classification, seniority in their old classification will be frozen.
- H. **All notices required to be sent under this Article shall be sent by certified mail, return receipt requested, to the employee at the last address filed by him with the Human Resources Department. It shall be the employee's responsibility to keep a current/updated address on file with Human Resources. There shall be no duty on the part of the Company to send a notice to a laid-off employee who fails to notify the Company of an address change. See Article 14 Furlough/Layoff, Station Realignment, Reduction, Closing.**

## Article 13 - Probationary Period

- A. All newly hired **Full-time and Part-time** employees for positions within the bargaining unit will be considered as probationary employees for the first six (6) calendar months of employment, except for any period of worker's compensation or leave of absence. **All training time will count towards completion of probation.**
- B. All such employees shall enjoy the benefits of the terms of this Agreement unless expressly provided otherwise, except that the termination of a probationary employee shall not be subject to the grievance procedure.
- ~~C. Upon completion of the probationary period, such employee shall be entitled to all benefits of the contract. By mutual agreement between the Company and the Union, an employee may be extended for thirty (30) days, but upon successful completion of their extended probation, all benefits shall be retroactive to the original probation completion date.~~
- C. Probationary/Apprentice employees **will must** receive a minimum of **four (4) three (3) written, these evaluations will occur at least every two (2) months during the probationary/Apprentice period. evaluations during a six (6) month probationary period. A Company Representative and Crew Chief or senior employee** with the most exposure to the employee, **will discuss the Probationary/Apprentice employee's written evaluation.** The evaluation development and delivery will be a joint effort between the Crew Chief and the **given by a Company Representative to the Probationary/Apprentice employee** in the presence of a Shop Steward if requested by the employee. **The Company Representative must inform the probationary/Apprentice employee that they are entitled to union representation. The Crew Chief evaluating him cannot be the Shop Steward representing the employee.**
- D. Probationary employees ~~will receive a minimum of four (4) evaluations during a six (6) month probationary period. The evaluation development and delivery will be a joint effort between the Crew Chief and the Company Representative with the most exposure to the employee. The Company representative and Crew Chief will meet with the probationary employee in the presence of a Shop Steward if requested by the employee. The Crew Chief evaluating him cannot be the Shop Steward representing the employee.~~ **A Probationary/Apprentice employee must complete their probation period before they can bid a vacancy into a location other than their domicile unless the employee is bidding from a part-time to a full-time position.**

## Article 14 - Furlough/Layoff, Station Realignment, Reduction, Closing

### A. Station Realignment

1. When the realignment of a bid schedule line becomes necessary at a shop or facility within a classification, the Company will alter and post the Master Bid Schedule with all positions that will be in effect for that shop or facility for a period of ten (10) calendar days. During this period, all affected employees (most senior affected and lower) will be notified via one of the following:
  - a. In person, signed receipt
  - b. In written form via mail
  - c. Company E-mail, open receipt if possible
  - d. Company Intranet, open receipt if possible

Included with the notification will be a standing preference bid form which must be filed indicating their line preference prior to the bid deadline.

On the next scheduled business day, the Company and a Union representative will review all standing preference bids on file to determine the disposition of the affected employee(s) in accordance with Article 12.

If an employee does not submit a preference bid, ~~he~~ they will be assigned an open line by seniority at the end of bid processes.

Note: At the same time, an Article 11 may take place.

The Company will post the awards on the revised Master Bid Schedule within two (2) business days. The start date for the revised Master Bid Schedule will be at least seven (7) calendar days after posting. The Master Bid Schedule will be date stamped when posted on the bulletin board.

Note: Standing preference bids awarded in this Article may not be denied as articulated in Article 11.D.7.

2. An employee who could not participate in the bid procedure because of authorized absence shall upon return to work status, immediately be issued a notice and will be allowed five (5) calendar days to exercise ~~his~~ their seniority in accordance with subparagraph A.2.a. listed below.
  - a. Displace any junior employee, within ~~his~~ their classification at ~~his~~ their station.

Note: Vacation for the affected employees will be adjusted to the employee's request.

B. Station Reduction or Closing

1. When a **station closing**, a **station** reduction or the elimination of a bid schedule line becomes necessary at a shop or facility within a classification, the Company will alter and post the Master Bid Schedule with all positions that will be in effect for that shop or facility for a period of fourteen (14) calendar days. During this period, all affected employees (most senior and lower) will be notified via one of the following:
  - a. In person, sign receipt
  - b. In written form via mail,
  - c. Company E-mail, open receipt if possible
  - d. Company Intranet, open receipt if possible

Included with the notification will be a standing preference bid form which must be filed indicating their line preference prior to the bid deadline.

On the next scheduled business day, the Company and a Union representative will review all standing preference bids on file to determine the disposition of the affected employee(s) in accordance with Article 12.

Note: At the same time, an Article 11 may take place.

The Company will post the awards on the revised Master Bid Schedule within two (2) business days. The start date for the revised Master Bid Schedule will be at least **thirty (30)** calendar days from posting.

The Master Bid Schedule will be date stamped when posted on the bulletin board.

The employees not awarded a position shall immediately be issued a furlough notice effective no earlier than thirty (30) calendar days from the date of receipt. An employee in receipt of such notice must, within five (5) calendar days, elect one of the options in subparagraphs B.1.a. through B.1.d. listed below. After the placement of these employees who were not originally awarded a position, the Company will post the results on a revised Master Bid Schedule within two (2) business days.

Note: Standing preference bids awarded in this Article may not be denied as articulated in Article 11.D.7.

A non-affected employee at the station being reduced may volunteer to

take the most senior displaced employee's position that wishes to remain at the station, for a move to an open position in the system. The award of such bid will be subject to the provisions of Article 32.

An employee that could not participate in the bid procedure because of authorized absence shall upon return-to-work status, be immediately issued a furlough notice and will be allowed five (5) calendar days to exercise ~~his~~ **their** seniority in accordance with subparagraphs B.1.a. through B.1.d. listed below.

Notwithstanding the above, any employee in the affected shop or facility may elect to take the option in subparagraph B.1.d. Employees who have received specialized training pursuant to Article 11.A.8. may be displaced by furloughed employees exercising the following options.

Note: Subparagraphs B.1.a. through B.1.c. below must be exercised in sequence.

**For a station reduction:**

- a. Displace any junior employee, within ~~his~~ **their** classification at ~~his~~ **their** station.
- b. 1) Displace any junior employee within ~~his~~ **their** classification at another station; or  
2) Displace any junior employee at ~~his~~ **their** station in any lower classification in which ~~he~~ **they** holds seniority.
- c. Displace any junior employee on the system in any lower classification in which ~~he~~ **they** holds seniority.
- d. Go on layoff status at the station affected by a reduction in force. (Employees being laid off will have thirty (30) calendar days' notice or pay in lieu thereof.)

**For a station closing:**

- a. Displace any junior employee, within their classification at another station.
  - b. Displace any junior employee on the system in any lower classification in which they hold seniority.
  - c. Go on layoff status at the station affected by a reduction in force. (Employees being laid off will have a thirty (30) calendar days' notice or pay in lieu thereof.)
2. An employee electing options B.1.b.2. or B.1.c. above shall retain and accrue seniority in all classifications from which laid off or displaced but will be required to accept recall in the classification at ~~his~~ **their**

current station or will forfeit that classification seniority per Article 12. An employee electing option B.1.d. above shall retain and accrue seniority in all classifications in which ~~he~~ **they** holds seniority as per Article 12. In addition, the employee will accrue longevity seniority for payroll purposes for a period of six (6) months if ~~he has~~ **they have** exercised ~~his~~ **their** seniority to the fullest and is involuntarily laid off.

3. Employees electing to exercise any of the above options will not be permitted to displace a junior employee at some later date but may bid on any vacancies under Article 11 in accordance with ~~his~~ **their** seniority. A laid off employee who bids and is awarded another station or higher classification will forfeit ~~his~~ **their** recall rights from the station from which ~~he was~~ **they were** laid off. A laid off employee who refuses recall to a station laid off from, will forfeit seniority as described in Article 12.
4. Employees exercising any option to displace will be notified of their new position by the posting of the Master Bid schedule at least thirty (30) calendar days prior to the effective date of the new Master Bid Schedule.

The following options to report to their new location may be used with mutual agreement and with proper notification.

- Use Article 32 as applicable
- Use Vacation time
- Use days off
- Use unpaid days (up to seven (7) calendar days)
- Use a combination or none of the above

An employee who fails to report to the new location in specified time shall have ~~his~~ **their** name removed from the seniority list of all classifications in which ~~he~~ **they** holds seniority.

5. In the event an employee's work is geographically relocated, ~~he~~ **they** may elect to utilize the provisions of a station layoff (step B.1.d. above) rather than exercise ~~his~~ **their** rights to follow the work.

Note: Vacation for affected employees will be adjusted to the employee's request.

### C. Station Closing

1. When a station closing is required, the Company will alter and post the Master Bid Schedule with all positions that will be in effect for other shops or facility(s) for a period of fourteen (14) calendar days. During this period, all affected employees (most senior and lower) will be notified via one of the following:
  - a. In person, signed receipt
  - b. In written form via mail
  - c. Company E-mail, open receipt if possible

d. Company Intranet, open receipt if possible

Included with the notification will be a standing preference bid form which must be filed indicating their line preference prior to the bid deadline.

Note: Standing preference bids awarded in this article may not be denied as articulated in Article 11.D.7.

On the next scheduled business day, the Company and a Union representative will review all standing preference bids on file to determine the disposition of the affected employee(s) in accordance with Article 12.

Note: At the same time, an Article 11 will take place.

The Company will post the awards on the revised Master Bid Schedule within two (2) business days. The start date for the revised Master Bid Schedule will be at least thirty (30) calendar days from posting.

The Master Bid Schedule will be date stamped when posted on the bulletin board.

The employees not awarded a position shall immediately be issued furlough notices effective no earlier than thirty (30) calendar days from the date of receipt. An employee in receipt of such notice must within five (5) calendar days elect one of the options in subparagraphs C.1.a. through C.1.c. listed below.

An employee that could not participate in the bid procedure because of authorized absence shall, upon return-to-work status, be immediately issued a furlough notice and will be allowed five (5) calendar days to exercise his seniority in accordance with subparagraphs C.1.a. through C.1.c. listed below.

Notwithstanding the above, any employee in the affected shop or facility may elect to take the option in subparagraph C.1.c.

Furloughed employees exercising the following options may displace employees who have received specialized training pursuant to Article 11.A.8.

Note: Subparagraphs C.1.a. through C.1.b. below must be exercised in sequence.

- a. Displace any junior employee, within his classification at another station
  - b. Displace any junior employee on the system in any lower classification in which he holds seniority.
  - c. Go on layoff status at the station affected by a reduction in force. (Employees being laid off will have thirty (30) calendar days' notice or pay in lieu thereof.)
2. An employee electing options C.1.b. or C.1.c. above shall retain and accrue seniority in all classifications from which laid off or displaced but will be required to accept recall in the classification at his current

station or will forfeit that classification seniority per Article 12. An employee electing option C.1.c. above shall retain and accrue seniority in all classifications in which he holds seniority per Article 12. In addition, the employee will accrue longevity seniority for payroll purposes for a period of six (6) months if he has exercised his seniority to the fullest and is involuntarily laid off.

3. Employees electing to exercise any of the above options will not be permitted to displace a junior employee at some later date but may bid on any vacancies under Article 11 in accordance with his seniority. A laid off employee who bids and is awarded another station or higher classification will forfeit his recall rights from the station from which he was laid off. A laid off employee who refuses recall to a station laid off from will forfeit seniority as described in Article 12.
4. Employees exercising any option to displace will be notified of their new position by the posting of the Master Bid schedule at least thirty (30) calendar days prior to the effective date of the new Master Bid Schedule.

The following options to report to their new location may be used with mutual agreement and with proper notification.

- Use Article 32 as applicable
- Use Vacation time
- Use days off
- Use unpaid days (up to seven (7) calendar days)
- Use a combination or none of the above

An employee who fails to report to the new location in specified time shall have his name removed from the seniority list of all classifications in which he holds seniority.

5. In the event an employee's work is geographically relocated, he may elect to utilize the provisions of a station layoff (step C.1.c. above) rather than exercise his rights to follow the work.

Note: Vacation for affected employees will be adjusted to the employee's request.

#### D. General

1. Laid off employees shall not be required to accept a temporary job of less than one hundred twenty (120) calendar days and the Company shall notify the employee(s) if recall is for a temporary position.
2. While laid off, an employee will be eligible for free transportation rights on the Company's system as set forth in Article 16 of this Agreement for the purpose of visiting a maintenance station to determine whether to accept a position at that location.
3. In the event of a reduction of the mechanic work force, a mechanic holding PAGE mechanic seniority may exercise such seniority in the

plant and ground equipment mechanic classification to displace a junior employee. Such mechanic will be paid at ~~his~~ **their** applicable mechanic rate, including longevity, and all applicable shift premiums, less license premiums.

4. A laid off employee may bid a lower classification at a station without losing higher classification seniority as long as ~~he is~~ **they are** unable to bid on or hold a higher classification job that ~~he~~ **they** holds seniority in at that station.
5. The Company will notify all employees at the time of being laid off that they will no longer receive standing preference bids. The Company will inform the laid off employees of the contact information for the Company: address, phone number, fax number and E-mail address. It will be the responsibility of the laid off employee to contact the Company to receive the standing preference bid forms. When the Company is notified of a request, the Company will send the standing preference bid forms within one (1) business day by E-mail, Fax or overnight delivery, as requested by the employee, all with return receipt. At this time, the employee will be informed of any bid deadlines. Once the employee requests the standing preference bid form, ~~he~~ **they** will be sent any updates to the preference bid forms by the method requested above. It will be the employee's obligation to update any changes to the notification method as stated above.

All laid off employees will be informed of the opening of any new maintenance station and will be sent all standing preference bid forms, by E-mail, Fax or overnight delivery, all with return receipt. At that time, the employee will be informed of any bid deadlines.

There shall be no obligation on the part of the Company to notify or recall an employee who fails to keep ~~his~~ **their** current mailing address, phone number, and if available fax number and E-mail address on file with the Company, as herein provide.

## Article 15 - Sick Leave

- A. The purpose of sick leave is to compensate an employee as if ~~he~~ **they** had worked on days that ~~he~~ **they** cannot because of off the job illness or accident not covered by Worker's Compensation. A day of sick leave shall consist of that time that the individual was scheduled to work had ~~he~~ **they** not been sick. Sick leave shall be earned on the basis of eight (8) hours per month and shall accumulate up to a maximum of nine hundred sixty (960) hours.
- B. In questionable cases, the Company may request evidence of proving the illness. The Company may request a doctor's certificate if it so notifies the employee and pays the expense, unless the employee has sought medical assistance from a doctor on his own.
- C. Employees who are laid off or granted leave of absence shall accrue sick leave only for the first thirty (30) days of such absence. Employees shall retain all accrued sick time while on lay off or leave of absence.
- D. An employee who is eligible for Worker's Compensation will be permitted to use ~~his~~ **their** accumulated sick leave on a pro-rata basis to obtain ~~his~~ **their** regular daily rate of pay at straight time pay until such time as ~~he~~ **they** exhausts ~~his~~ **their** sick leave accrual. If the compensable injury or illness arises out of employment with the Company, the employee shall earn and accrue sick leave during the period he received Paid Sick Leave, but such sick leave may be used only after the employee returns to work. In the event an employee uses sick leave accrual for a job-related injury compensable under Worker's Compensation, ~~he~~ **they** will, upon return to work, earn double sick leave hours until such time as his accrual returns to the number of sick leave hours prior to the injury.
- E. Employees receiving compensation under the Company's short-term disability (STD) program will use accrued sick leave on the basis of each workday ~~he~~ **they** would have been scheduled before receiving STD benefits (reference Article 29).
- F. Upon Company retirement or death, an employee or ~~his~~ **their** estate will be compensated for unused sick leave at the rate of fifty percent (50%) of all hours earned up to the maximum hours referenced in Paragraph A at the employee's regular base rate.

In order to be eligible for retirement, the employee must meet the minimum age and years of service requirements as addressed in Article 35.

An employee who returns from a laid-off status must return to an active status for a sixty (60) day period prior to retirement and must provide fourteen (14) calendar days' advanced notice in writing of **his their** intent to retire, in order to be eligible for the sick leave compensation noted above. If the employee is affected by an Article 14 Paragraph B or C during the sixty (60) days of **his their** return, **he they** will be able to retire and be eligible for sick leave compensation.

- G. Sick leave shall be paid for scheduled time lost only and shall not exceed eight (8) hours, or ten (10) hours, depending on employee's schedule in any one day at the employee's base rate. For each full hour an employee received sick leave pay, the sick leave accrual will be adjusted accordingly. Less than one-hour periods will not be deducted from an employee's sick leave accrual, applicable only when someone goes home.
- H. It is agreed that the Union will cooperate with the Company wherever possible to combat any abuse of the sick leave provisions provided in this Agreement. Any employee who used sick leave for any other purpose than for which it is designated on the leave of absence request signed by the employee will be subject to disciplinary action, including discharge.

An employee shall not be reprimanded for legitimate use of allotted sick and/or Worker's Compensation leave. An employee who has completed his probationary period whose dependability record is unsatisfactory shall be so advised, furnished a copy of his/her record and given a reasonable opportunity for improvement before any disciplinary action is taken.

- I. A new employee shall begin to earn sick leave from the first day but shall not be permitted to utilize sick leave accrual until completion of **his their** probationary period.
- J. When hospital confinement is required, employees may use as a loan up to fourteen (14) days of sick leave, which shall be paid back as additional sick leave accrues. Should an employee leave the Company without having fully reimbursed **his their** sick leave account, he will be responsible to reimburse the Company for the sick leave.
- K. An employee who has reached the maximum number of sick hours of nine hundred sixty (960) and continues to maintain the maximum allowed will earn four (4) additional sick leave hours per month which will be placed in an extended sick bank. These extended sick bank days are not applicable to Worker's Compensation or subject to Paragraph F of this Article. No employee may accumulate more than nine hundred ninety-two (992) hours in **his their** extended sick bank.

## **Article 16 - Pleasure Travel Programs**

- A. All employees covered under this Agreement will enjoy pass travel benefits consistent with Company policy, Company Marketing Partner(s) and Company interline pass Agreements for themselves and their eligible traveler(s) as defined by the IRS or Company policy.
- B. Retirees, including an employee who retires from lay-off status, will be eligible for travel privileges in accordance with Company policy, and the Company Marketing Partner(s) Agreements. An employee who retires in good standing from Air Wisconsin Airlines, and provided he has a minimum of ten (10) years of active service as defined by Company Policy shall be eligible for retiree interline travel privileges for ~~himself~~ **themselves** and eligible traveler(s) if ~~his~~ **their** years of active service plus age equal a minimum of 65. All retired employees shall be eligible for the interline pass agreements offered to Air Wisconsin Airlines based on the terms and conditions of the Agreement. These passes will not be used for business purposes.

## **Article 17 - Transfer Out Of Bargaining Unit**

- A. Employees promoted to positions outside the coverage of this Agreement in the interest of the Company directly related to work covered by the Agreement will retain but not accrue seniority in the classification from which promoted for one hundred eighty (180) calendar days following such promotion.
- B. Employees promoted to permanent supervisory positions outside the coverage of this Agreement will retain but not accrue seniority under this Agreement for a period of one hundred eighty (180) calendar days from the date of such promotion. When new positions are created, the Company and the Union will agree as to whether the work is related and whether employees covered by this Agreement will retain seniority under the Agreement.
- C. If an employee returns to the bargaining unit within a period of one hundred eighty (180) calendar days ~~he~~ **they** may not displace an employee but may bid an opening in the system in accordance with ~~his~~ **their** return seniority.

## Article 18 - Grievance Procedure

- A. The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:
1. Designated Shop Stewards will represent the Union for each shift at each location. These Shop Stewards will deal with officials of the Company with or through an accredited IAMAW Representative or ~~his~~ **their** designee. At each location, one of the Shop Stewards will be designated as Chief Shop Steward who will assist the Shop Stewards on all shifts in handling disputes between the parties. The Chief Shop Steward or Shop Steward will represent the Union in handling Step 1, **and 2 and 3** grievance complaints and disputes with the appropriate Company Representative at the location.
  2. **Any employee who has a grievance, complaint, or feels that they have been unjustly dealt with may within ten (10) calendar days submit their grievance through the Chief/Shop Steward using the electronic GMP (Grievance Manager Program) or in writing to the Company's Department Manager.**
- B. In order to facilitate the conduct of Union management business in an orderly and businesslike manner, the following will apply:
1. The Company shall cooperate to provide an appropriate confidential area to facilitate the Union's investigation and handling of grievances. If necessary, phone access will be provided.
  2. Shop Stewards will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement.
  3. The Shop Stewards may leave the premises during their working hours **with Management approval** without loss of pay for the purpose of conducting Union - Management business with the President and/or General Chair of District ~~Lodge~~ 142. When leaving for these purposes, the President and/or General Chair of District ~~Lodge~~ 142 will notify the Maintenance Base Manager at least 24 hours in advance of the meeting when possible. These meetings should be scheduled with consideration to the operational needs and should cause minimal impact to the operations **and will not be unreasonably denied.**
  4. The Company and the Union will make every effort to keep to a minimum the actual time spent in disposing of grievances, disputes or complaints.
  5. All Shop Stewards **and authorized representatives of the Union** will be allowed access and availability to all work areas, shops, and Company facilities within their respective areas of representation in order to conduct their business in a proper, efficient and expedient manner. ~~In so doing, they will contact appropriate management personnel and shall not disrupt or interfere with the operation in any~~

~~significant or substantial manner.~~ Stewards will be permitted, after reporting to their supervisor, a reasonable and necessary amount of time during work hours to investigate an issue or present grievances without loss of pay. In the event it is necessary to go to another Department, they will report in with the supervisor of the other Department. In so doing, they will contact appropriate management personnel and shall not disrupt or interfere with the operation in any significant or substantial manner.

6. The Union will be further represented by a President-General Chair and/or ~~his~~ **their** designee Representative(s) from District ~~Lodge~~ 142 for dealing with ~~regional or general~~ officials of the Company.
  7. The Company will be represented at each location by an authorized official who will be empowered to settle local grievances or disputes, but such settlement may not involve any change in the intent and purpose of the Agreement. The Company will be further represented on a regional and system basis for dealing with the Union President - General Chair or ~~his~~ **their** authorized representative.
  8. The Union and the Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.
  9. The President-General Chair, and/or ~~his~~ **their** designee Representative(s) from District ~~Lodge~~ 142, and ~~Grand-Lodge International~~ Representatives of the Union shall be permitted at any time to enter the facilities of the Company for the purpose of representing employees in disputes covered by this ~~Article~~ **Agreement**.
  10. ~~All business dealings between the Company and the Union under this Agreement and Article will be conducted in an atmosphere of mutual respect and professionalism. No Union representative will be subject to discipline for appropriately representing an employee on behalf of the Union. Any questionable behavior will be reported to the General Chair.~~
- C. For the presentation and adjustment of disputes or grievances that may arise, the following procedure will be utilized:
- STEP 1 In the event there is a dispute or grievance in connection with the application of the terms of this Agreement, a verbal discussion or email exchange will take place between the Employee(s) with a Shop Steward and the Maintenance Base Manager or ~~his~~ **their** designee. A decision will be rendered with written documentation of the outcome within ten (10) days from date of the verbal discussion or email exchange.
- STEP 2 If the decision in Step 1 is not considered satisfactory, the Employee(s), with a Shop Steward, may present the written grievance on a form supplied by the Union to ~~his~~ **their** Maintenance

Base Manager or ~~his~~ **their** designee. The grievance will state the specific contract violations, the remedy desired, and the date of the alleged violation. The Maintenance Base Manager or ~~his~~ **their** designee will initial and date acknowledgement of receipt of the grievance. The Maintenance Base Manager or ~~his~~ **their** designee shall hold appropriate discussions or hold a hearing so that the response is appropriate. The Maintenance Base Manager or ~~his~~ **their** designee will render ~~his~~ **their** written decision within ten (10) days from receipt of the grievance.

~~STEP 3~~ If the decision in Step 2 is not considered satisfactory, the Chief Shop Steward or his designee may refer the matter to the Director of Maintenance or his designee within fifteen (15) days after receipt of the written decision rendered in Step 2 above. This appeal will be by submission of the written grievance. The Director of Maintenance or his designee will initial and date acknowledgement of receipt of the grievance. The Director of Maintenance or his designee will hold a meeting and render his decision in writing within fifteen (15) days of receipt of the referral.

STEP 4-3 If the decision in Step 3-2 is not considered satisfactory, the matter may be appealed by the President-General Chair or ~~his~~ **their** designee to the ~~Managing Director~~ **Vice President** of Human Resources and the parties will endeavor to reach a settlement of the issues involved in the matter appealed. The notice of intent to appeal the matter to Step 4-3 must be made in writing within thirty (30) days after the Step 3-2 decision. The ~~Managing Director~~ **Vice President** of Human Resources and the General Chair will jointly schedule a meeting that will assure timely resolution or disposition of the grievances at this level not to exceed thirty (30) days. A written decision shall be issued no later than ten (10) days following the meeting.

STEP 5-4 If a settlement is not reached in Step 4-3, either party may submit the grievance to the System Board of Adjustment in accordance with Article 19.

- D. Individual grievances must be filed promptly after the cause giving rise to the grievance is evident, and no individual grievance will be valid if not filed within ~~twenty (20)~~ **ten (10) calendar** days of the date the employee knew or could reasonably be expected to have known of the grievance.
- E. The Company and the Union shall have the right to mutually appeal any matter to the System Board of Adjustment at any step of the grievance procedure.
- F. ~~Should the Company or the Union not comply with the time limits set forth in the grievance procedure, the grievance shall automatically proceed to the next step.~~

## G. Discipline and Discharge

~~Prior to the Company disciplining, discharging or demoting an employee the Company will issue an Investigative Meeting Notice to the employee and a copy of the meeting notice to the Station Chief Shop Steward or his designee. The meeting notice will state the specifics of the incident and the charges being made. The employee and his Shop Steward will be advised of the investigative meeting within five (5) days (Unless agreed upon by management and the Chief Shop Steward) before it is convened and given an opportunity to discuss the charges and secure the presence of necessary witnesses. A fair and impartial meeting will be conducted, therefore the Company representative conducting the meeting will not be the individual bringing the charges against the employee.~~

1. An employee who has passed their probationary period will not be disciplined to the extent of loss of pay or discharge without being advised in writing of the specific charge or charges prepared against them in such action. Such notice of investigation will be presented to the employee not later than ten (10) calendar days from the date upon which the Company obtained knowledge of the facts upon which such charge or charges are based, and a copy will be provided to the Chief Steward and/or Shop Steward.
2. If the employee is held out of service pending the **outcome of the investigation** ~~investigative meeting~~, it shall be without loss of pay unless it involves the Employee having their SIDA badge revoked/suspended by Airport Authority or a positive drug and/or alcohol test. After investigation if it is found that the badge was revoked/suspended without reasonable cause, the employee will be back paid for the time lost. If the decision after the meeting is not satisfactory, the appeal may be made in accordance with Step 4-3 of the grievance procedure.
3. No discipline associated with attendance/reliability will be issued to an employee without first discussing the incident with the employee and the Shop Steward if the employee requests the Shop Steward to be present. The employee will have the right to refuse Union representation and the Company will provide the employee with a waiver form.
4. In meetings for the purpose of investigating and/or discussing of any matter which may result in the application of discipline or dismissal, the Company will advise the employee of his entitled Union representation. The employee will have the right to refuse Union representation and the Company will provide the employee with a waiver form. (Move from H. 4)

## H. General

1. It is understood that either or both the Union President/General Chair or ~~his~~ **their** designee and the ~~Managing Director~~ **Vice President** of Human Resources or ~~his~~ **their** designee may intervene and participate in the handling of a grievance or dispute at any level of the grievance procedure.
2. Probationary employees covered by this Agreement shall not have recourse to the grievance procedure in the event of discharge within their probationary period.
3. For the purpose of computing days in connection with provision of this Article, calendar days will be used.
- ~~4. In meetings for the purpose of investigating and/or discussing of any matter which may result in the application of discipline or dismissal, the Company will advise the employee of his entitled Union representation. The employee will have the right to refuse Union representation and the Company will provide the employee with a waiver form. Moved to G. 4~~
4. Except as specifically provided in this Article, all Step 1 ~~and 2~~ ~~and 3~~ meetings will be conducted during **the employees** regularly ~~day~~ **scheduled** shift ~~working hours~~ insofar as possible. The provisions of Articles 31 do not apply to IAM**AW** covered employees when attending meetings/hearings under this Article. Union representatives and necessary employee witnesses shall not suffer loss of pay while engaging in the provisions of this Article.
5. The Union's decision to withdraw grievances, not to process or appeal a grievance to the next step shall not in any way prejudice its position on the issues involved.
6. Neither the Company nor the Union will discriminate against any witnesses called to testify in any hearing or investigation under this Agreement. The Company will provide employees of the Company who are witnesses travel passes in accordance with IRS regulations and the Company's Marketing Partner(s) Agreement(s).
7. An employee may elect to have legal counsel present only at the System Board of Adjustment providing the employee signs the release wavier provided by District ~~Lodge~~ 142.
8. ~~It is understood that the time limits specified herein may be extended~~ **Should the Company or the union not comply with the time limits set forth in the grievance procedure, the grievance shall automatically proceed to the next Step. However, it is understood that the time limits may be extended by written mutual agreement of the parties.**
9. In discharge cases, the Shop Steward and/or District ~~Lodge~~ General Chair, after consent from the Employee, will have access to the personnel records of the employee prior to the holding of any post

discharge proceeding.

10. An employee has the right to review ~~his~~ **their** personnel file at reasonable times in the presence of a Company official. Disciplinary letters and write-ups will not be used against an employee and will be removed from an employee's station file after two (2) years provided there are no further reoccurrences of any kind.

## **Article 19 - System Board of Adjustment**

- A. In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding all disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedure for settling disputes, as set forth under the grievance procedure.
- B. At the arbitration stage, the Board shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union and, for each dispute, one (1) member (hereinafter referred to as the neutral member) selected in accordance with Paragraph E of this Article.
- C. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any amendment hereto.
- D. The neutral member of the Board shall preside at meetings and hearings of the Board and shall be designated as Chairman of the System Board of Adjustment. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded. The Board shall meet in the city where the general offices of Air Wisconsin Airlines are maintained unless a different place of meeting is agreed upon by the Board.
- E. Upon filing a request for hearing with the Company member and Union member, the Company and Union shall within fifteen (15) calendar days meet to select a neutral member to sit with the Board in consideration and disposition of the case.

If no agreement can be reached within the fifteen (15) calendar day period, the parties will select a neutral arbitrator to serve as the neutral member by striking arbitrators. Upon the selection or appointment of a neutral member, the appealing party shall forward a copy of the submission to the members of the Board. All subsequent documents to be filed with the Board shall be addressed to all three members of the Board.

The ~~General Chairman~~ shall set a date for hearing which shall be mutually satisfactory with the Union and the Company members of the Board and shall be within sixty (60) calendar days of the date of selection or appointment of the neutral member unless the Company and the Union have agreed to a mutually satisfactory later date.

- F. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate.
- G. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
- H. The decision of the Board shall be rendered within sixty (60) calendar days after the closing of the hearing and/or final briefs have been submitted, and a majority vote of the members of the Board, including the neutral member, shall be necessary to reach such decision. The expense and reasonable compensation of the neutral member selected as provided herein shall be borne equally by the parties hereto, except as may be otherwise provided under the Railway Labor Act. The time limits specified in this paragraph may be extended by mutual agreement of the parties to the Agreement.
- I. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the Company, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.
- J. Each of the parties hereto will assume the compensation, travel expenses and other expenses of its Board member and witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free transportation over the lines of the Company in accordance with Company policy.
- K. It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.
- L. The parties will have a permanent panel of arbitrators. Arbitrators will be selected from this permanent panel to serve as the neutral member of the System Board of Adjustments.

The permanent panel shall consist of seven (7) arbitrators mutually agreed to by the parties in October for the following calendar year. The parties may mutually agree to change a member or members of the permanent panel at the time of the annual selection of panel members.
- M. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost will be borne equally by both parties to the dispute. In the event that it is not mutually agreed that a stenographic report of the proceedings will be taken, any transcript made by either party shall be furnished to the other party upon request, provided that the cost of the written record shall be borne equally by both parties to the dispute.

## Article 20 - Safety and Health

- A. The Company may require the employee to take a physical examination by a doctor selected by the Company. The cost of any such examination will be paid by the Company. Upon request, an employee will be furnished a copy of the doctor's report.
- B. The Company shall furnish first aid equipment and all necessary safety devices for employees while performing hazardous or unsanitary work, and also shall furnish protective clothing for employees required to work with acids or chemicals that are injurious to regular clothing. Employees shall use or wear such devices or clothing as may be furnished. The above safety equipment, provided by the Company, shall meet OSHA requirements. Safety glasses will be furnished by the Company including prescription safety glasses and side shields. Safety glasses will not be required to be worn during taxi or towing aircraft.
- C. Employees covered by this Agreement shall not be required to work on aircraft outside of hangars during inclement weather when Company hangars are reasonably available. This clause shall not apply to emergency work on aircraft for immediate service or to servicing of flights.
- D. Should an employee become injured and unable to perform ~~his~~ **their** duties, ~~he~~ **they** will be given an opportunity to perform such work that is available in another job assignment based on a review coordinated by the Benefits Department, with consultation of the Chief Steward of the station, upon request of the employee to determine temporary placement.
- E. Each Maintenance Facility will have a designated **Joint** Safety Committee. The Committee will consist of representatives from **IAMAW membership and** Management. The **Joint** Safety Committee will hold **monthly** ~~periodic~~, ~~or upon request~~, Safety Meetings that review safety concerns **and keep minutes of all meetings. All minutes will be posted and communicated to all Employees.** Either party may request to hold a safety meeting at a specific maintenance location. The Company and **IAMAW Joint Safety** Committee Members will mutually agree on coordinating the scheduling of the meeting. The provisions of Article 7 or 31 regarding overtime pay does not apply to **IAMAW** covered employees who participate in safety related activities such as meetings, injury review's, safety improvement action items, etc. The Company will adjust the **Joint Safety** Committee Members schedule to the meeting times when requested by the **Joint Safety** Committee Members.
- F. **In the event that the Joint Safety Committee is unable, within sixty (60) days, to resolve an issue which has been brought to its attention, the Company representative shall escalate the issue through the Safety Management System, utilizing the Maintenance Operational Safety Board notification system. This process alerts the individual responsible, and other stakeholders in and outside of**

the organization of the area of concern. The Joint Safety Committee will receive feedback when the investigation process is completed and may be asked to participate in the process. At the conclusion of the investigation, the comprehensive fix will be shared with the Joint Safety Committee.

### **Article 21 - Liability for Damage to Equipment**

No employee shall be financially responsible for damage done to any equipment or property which may be damaged during the course of his employment unless such damage is a result of gross negligence or a willful or wanton act of such employee.

### **Article 22 - Savings Clause**

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

### **Article 23 - No Other Agreement**

The Employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively which in any way conflicts with the provisions of this Agreement.

## Article 24 - Wage Rules

- A. The minimum hourly rates set forth in Article 28, attached hereto and made a part of this Agreement, shall prevail on and after the dates and in the manner indicated therein. The Company will follow current pay scales, premiums and shift differentials. The Company will have the discretion to raise the hourly rate of pay for any year of service so long as the maximum amount of the increase does not exceed the next year's pay rate. Any such changes to the hourly rate will be system wide and mutually agreed upon in writing with the District Lodge President-General Chair or his their designee and consent will not be unreasonably withheld.
- B. The rates of all employees on the payroll at the time of the execution of this Agreement will be adjusted in accordance with the progression schedule indicated on Article 28.
- C. Pay periods of fourteen (14) days begin on Thursday at 00:01 hours and run until two Wednesdays later ending at 24:00 hours. Payday will be every other Thursday. All pay earned (overtime, holiday, sick, vacation, etc.) during the pay period would be paid the following pay period. Should the regular pay day fall on a holiday, employees will be paid the day preceding the holiday.
- D. Employees hired on or after September 25, 2001, will be paid in arrears based on actual hours worked. For employees hired prior to September 25, 2001 the pay system procedure currently in effect will continue during the life of this Agreement unless the employee chooses to be paid in arrears based on actual hours worked, to be arranged between the employee and the Company.
- E. It is understood that if approval of any or all changes in rates of pay and other compensation is required by applicable laws and regulations, such changes shall be payable only after joint application and approval by the appropriate government wage stabilization agencies and then only in accordance with such approval.
- F. A payroll discrepancy of less than eight (8) hours for an eight (8) hour shift and less than ten (10) hours for a ten (10) hour shift will be corrected on the next paycheck. When there is a shortage of eight (8) hours or more for an eight (8) hour shift and ten (10) hours or more for a ten (10) hour shift, a special check will be issued within five (5) working days of reconciliation of the discrepancy.

## Article 25 - Premiums

A. Shift Premiums.

It is understood and agreed that any regularly scheduled work shift with a starting time of 12:00 noon or later and before 7:00 P.M. shall be considered an afternoon shift, and any regularly scheduled work shift with a starting time of 7:00 P.M. and before 05:30 A.M. shall be considered a night shift.

Afternoon shift premium is fifty (\$.50) cents per hour. Night shift premium is eighty (\$.80) cents per hour.

B. License Premiums. Effective on the date of ratification (DOR) of this Agreement, all Crew Chiefs, Inspectors and Mechanics/Avionics Technicians who hold and thereafter continue to hold a valid Federal Aviation Administration (FAA) Airframe and Powerplant license shall be paid as follows for each license in addition to their base rate of pay:

License	Hourly Premium	DOR Hourly Premium
FAA Airframe	<del>\$1.15/hr</del>	<del>\$1.25</del> 3.10/hr
FAA Powerplant	<del>\$1.15/hr</del>	<del>\$1.25</del> 3.10/hr
Both FAA Licenses	<del>\$2.30/hr</del>	<del>\$2.50</del> 6.20/hr

Such license must be registered and verified by the designated representative of the Maintenance Department. License premium pay shall be included as base pay for computation of pay purposes. If license requirements change due to Federal Aviation Regulations, the Company will train employees to meet such changes. Such training shall be compensated at the employees' regular straight time rate. In the event licenses are combined, employees entitled to two license premiums will continue to be paid for such licenses.

C. The license pay in this Article is not applicable to the PAGE mechanic position.

D. Crew Chiefs and Inspectors will be paid above the one-year rate or their applicable rate, whichever is greater. In addition, employees within their classifications will be paid the applicable premium for all compensable hours in the classification.

\$2.65 Crew Chief Effective DOR (Date of Ratification)

~~\$2.00~~ \$2.65 Inspector Effective DOR (Date of Ratification)

~~\$-.90~~ \$1.00 PAGE Lead Mechanic

~~\$-.90~~ \$1.00 Lead Cleaner

E. When an alternate/upgradeable Crew Chief or an upgraded Lead is required to perform Crew Chief or Lead work, he will receive no less than four (4) hours of Crew Chief or Lead pay as applicable. When a Delegated Inspector or RII authorized mechanic is required to perform inspection work, he will

receive no less than four (4) hours of Inspector pay.

- F. All premium pay shall be included as base pay for computation of pay purposes, including overtime, holidays, vacation and sick leave.

**Article 26 - Longevity**

- A. Longevity compensation will be in accordance with the schedule below.
- B. Longevity compensation shall be effective as of the nearest pay period.
- C. Longevity pay shall be included as a part of the basic rate in the computation of pay for hours of overtime, holidays, vacation and sick leave.

**LONGEVITY PAY SCHEDULE (\$ Per Hour)**

MECHANICS (Including PAGE )		CLEANERS	
Year of Service	Present	Year of Service	Present
1	\$0.00	1	\$0.00
2	\$0.01	2	\$0.01
3	\$0.02	3	\$0.02
4	\$0.03	4	\$0.03
5	\$0.04	5	\$0.04
6	\$0.05	6	\$0.05
7	\$0.10	7	\$0.10
8	\$0.15	8	\$0.15
9	\$0.20	9	\$0.20
10	\$0.25	10	\$0.25
11	\$0.30	11	\$0.30
12	\$0.35	12	\$0.35
13	\$0.40	13	\$0.40
14	\$0.45	14	\$0.45
15	\$1.20	15	\$0.50
16	\$1.25	16	\$0.55
17	\$1.30	17	\$0.60
18	\$1.35	18	\$0.65
19	\$1.40	19	\$0.70
20	\$1.95	20	\$0.75
21	\$2.00	21	\$0.80
22	\$2.05	22	\$0.85
23	\$2.10	23	\$0.90
24	\$2.15	24	\$0.95
25	\$2.20	25	\$1.00
30	\$2.30	30+	\$1.10

## **Article 27 - Tool Allowance**

The Company will allow, upon proof of purchase, up to ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)** per month to a maximum accumulation of ~~two hundred seventy dollars (\$270.00)~~ **three hundred sixty dollars (\$360.00)** for the purchase of tools for mechanics and higher classifications. Purchases in excess of accumulated credit may be submitted and the fifteen dollars a month reimbursement will continue until the purchase is paid.

**Article 28 – Rates Of Pay**

A. ~~Mechanic and Related Personnel (MRP) rates of pay~~

~~YOS~~ ————— ~~Mechanic/Avionic Technician/PAGE~~Cleaner

<del>Rate as of</del>	<del>Current</del>	<del>DOR</del>	<del>9/20/2022</del>	<del>Current</del>	<del>DOR</del>	<del>9/20/2022</del>
<del>Start</del>	<del>\$15.85</del>	<del>\$20.00</del>	<del>\$20.60</del>	<del>\$10.75</del>	<del>\$11.07</del>	<del>\$11.40</del>
<del>1</del>	<del>\$16.98</del>	<del>\$21.00</del>	<del>\$21.63</del>	<del>\$11.31</del>	<del>\$11.65</del>	<del>\$12.00</del>
<del>2</del>	<del>\$18.11</del>	<del>\$22.00</del>	<del>\$22.66</del>	<del>\$11.87</del>	<del>\$12.23</del>	<del>\$12.59</del>
<del>3</del>	<del>\$19.33</del>	<del>\$23.00</del>	<del>\$23.69</del>	<del>\$12.88</del>	<del>\$13.27</del>	<del>\$13.66</del>
<del>4</del>	<del>\$20.05</del>	<del>\$24.65</del>	<del>\$25.39</del>	<del>\$13.62</del>	<del>\$14.03</del>	<del>\$14.45</del>
<del>5</del>	<del>\$20.77</del>	<del>\$25.39</del>	<del>\$26.15</del>	<del>\$14.32</del>	<del>\$14.75</del>	<del>\$15.19</del>
<del>6</del>	<del>\$21.46</del>	<del>\$26.10</del>	<del>\$26.88</del>	<del>\$15.03</del>	<del>\$15.48</del>	<del>\$15.95</del>
<del>7</del>	<del>\$24.71</del>	<del>\$27.45</del>	<del>\$28.27</del>	<del>\$16.14</del>	<del>\$16.62</del>	<del>\$17.12</del>
<del>8</del>	<del>\$27.82</del>	<del>\$28.65</del>	<del>\$29.51</del>	<del>\$17.53</del>	<del>\$18.06</del>	<del>\$18.60</del>

- B. Recruiting Pay - The Company may offer a recruiting incentive of an amount at the discretion of the Company. The Company may set reasonable conditions (e.g., payment intervals, minimum time in service, successful completion of training, etc.) on receiving this incentive. Prior to implementing, the Company will notify the Union District Lodge General Chair.
- C. Geographic Premium – The Company may offer a geographic premium for either Mechanic/Avionic Technician/PAGE or Cleaners at any individual maintenance base. The amount of the premium, if any, may be adjusted from time to time and is at the discretion of the Company.

Note: All pay rate changes in this Agreement will take effect on the first day of the following pay period after DOR.

**Article 28 – Rates of Pay**

A. Mechanic and Related Personnel (MRP) rates of pay

YOS	Mechanic/Avionic Technician/PAGE				Cleaner			
	Cnrrrent	DOR	DOR+12	DOR+24	Current	DOR	DOR+12	DOR+24
Start	\$24,48	\$25.21	\$25.71	\$26.22	\$16.02	\$16.98	\$17.32	\$17.67
1	\$25.50	\$26.27	\$26.80	\$27.34	\$16.54	\$17.53	\$17.88	\$18.24
2	\$26.52	\$27.32	\$27.87	\$28.43	\$17.07	\$18.09	\$18.45	\$18.82
3	\$27.54	\$28.37	\$28.94	\$29.52	\$17.60	\$18.66	\$19.03	\$19.41
4	\$28.05	\$28.89	\$29.47	\$30.06	\$18.13	\$19.22	\$19.60	\$19.99
5	\$28.56	\$29.70	\$30.29	\$30.90	\$18,39	\$19.49	\$19.88	\$20.28
6	\$29.07	\$31.98	\$32.62	\$33.27	\$18.39	\$19.49	\$19.88	\$20.28
7	\$29.58	\$32.54	\$33.19	\$33.85	\$18.39	\$19.49	\$19.88	\$20.28
8	\$30.10	\$33.11	\$33.77	\$34.45	\$18.97	\$20.11	\$20.51	\$20.92

B. Recruiting Pay - The Company may offer a recruiting incentive of an amount at the discretion of the Company. The Company may set reasonable conditions (e.g., payment intervals, minimum time in service, successful completion of training, etc.) on receiving this incentive. Prior to implementing the Company will notify the Union District Lodge General Chair.

C. Geographic Premium - The Company may offer a geographic premium for either Mechanic/Avionic Technician/PAGE or Cleaners at any individual maintenance base. The amount of the premium, if any, may be adjusted from time to time and is at the discretion of the Company.

Note: All pay rate changes in this Agreement will take effect on the first day of the following pay period after DOR.

## **Article 29 - Insurance**

### **A. Indemnity Plan**

The Company will make health insurance coverage available to employees covered by this Agreement. A \$250 annual deductible (family maximum of \$750) will apply under such health insurance coverage. Once that deductible has been met, the insurance coverage will provide for 80% of the covered health care costs, and the remaining 20% of those costs will be borne by the employee up to a maximum of \$1,300 per year (includes deductible). Once an employee reaches the \$1,300 maximum, the reimbursement will be at 100% of eligible expenses for the duration of the calendar year. The lifetime maximum benefit is unlimited.

The monthly health insurance premium to be paid by the employees electing such coverage will continue under the current formula through December 31, 2011, and effective January 1, 2012. The monthly health insurance premium cost to the employee will be 27% using the formula rating method outlined under paragraph G.

The monthly health insurance premiums paid by an employee may be increased in accordance with the formula specified in Paragraph G of this article, but in no case will the increase in the employees annual premium cost exceed 15% from the preceding year.

The Company will not reduce coverage or increase cost to the employee, except for yearly premium adjustments, unless required by state or federal regulations.

### **B. Preferred Provider Organizer (PPO)**

The Company will offer alternative health care in the form of a nationwide PPO.

The monthly health insurance premium cost to the employee will be 27% using the formula rating method outlined under paragraph G.

The monthly health insurance premiums paid by an employee may be increased in accordance with the formula specified in Paragraph G of this article, but in no case will the increase in the employee's annual premium cost exceed 15% from the preceding year.

The lifetime maximum benefit is unlimited.

The Company will not reduce coverage or increase cost to the employee, except for yearly premium adjustments, unless required by state or federal regulations.

### **C. Exclusive Provider Plan (EPO)**

The Company will offer alternative health care in the form of an EPO at all employee locations, where an EPO is available.

The monthly health insurance premium cost to the employee will be 27% using the formula rating method outlined under paragraph G.

The monthly health insurance premiums paid by an employee may be increased by a percentage equal to any percentage increase in costs to be paid by the company in that year, but in no case will the increase in the employee's annual premium cost exceed 15% from the preceding year. The lifetime maximum benefit is unlimited.

The Company will not reduce coverage or increase cost to the employee, except for yearly premium adjustments, unless required by state or federal regulations.

D. Unavailability of EPO or PPO / at an eEmployee lLocation

At employee locations where neither an EPO nor a PPO is available, the Company will make the health insurance coverage described in Paragraph A available to the affected employees at a monthly premium no greater than the lesser of the premium cost for an EPO or a PPO at the nearest employee location that offers an EPO or PPO.

E. Dental Insurance

The Company will provide a nationwide dental insurance PPO plan with both in-network and out-of-network benefits effective January 1, 2002. The benefit levels for in-network and out-of-network coverage shall be identical, except that the annual individual maximum for in-network benefits shall be \$1,250.00 and the annual individual maximum for out-of-network benefits shall be \$1,000.00. However, the combined individuals in and out-of-network benefit shall not exceed \$1,250.00 per calendar year.

The monthly dental insurance premium cost to the employee will be 27% using the rating method under paragraph G.

The monthly dental insurance premiums paid by an employee may be increased in accordance with the formula specified in Paragraph G of this article, but in no case will the increase in the employee's annual premium cost exceed 15% from the preceding year.

The Company will provide dental coverage through the establishment of Dental Maintenance Organization (if available) with employee contributing twenty seven percent (27%) of the required contribution.

The Company will not reduce coverage or increase cost to the employee, except for yearly premium adjustments, unless required by state or federal regulations.

F. In the event that the health or dental insurance benefits offered to other employee group(s) at the Company are improved, the employees covered by this Agreement shall receive the same benefits without increased cost.

G. Annual Premium Adjustments for Medical and Dental Plans

Annual premium rate development will conform to generally accepted underwriting principles, standards and guidelines. Key rating elements include but are not limited to:

1. Claim experience for all medical plans will be combined or “blended” with the resulting rate adjustment applied uniformly to all medical plans.
2. Claim experience will consist of two consecutive 12-month periods of paid claims weighted appropriately based on the average number of employees in the total group.
3. A trend adjustment for utilization and inflation will be derived from an industry average annual trend factor. The industry average will be comprised of a minimum of two national health insurance carriers.
4. The annual premium rate development will also include the Actual Stop Loss Premium and the Actual Administration fee.

The Benefit Consultant chosen by the Company will develop annual premium rates. During the fourth quarter of each year, the Company and the IAM General Chairs from District 142 will meet to review and discuss any anticipated or expected changes in benefit plan designs, planned vendor changes, or proposed benefit plan enhancements and will share any data or calculations being used for these purposes prior to the annual Company Open Enrollment period.

#### H. Flexible Spending

A flexible spending plan will be offered to the employees. The plan will include an un-reimbursed medical care account and a dependent care account with pre-tax premiums as allowed under federal law.

An employee is entitled to defer up to the IRS maximum to ~~his~~ **their** un-reimbursed medical care account.

An employee is entitled to defer up to the IRS maximum to ~~his~~ **their** dependent care account.

- I. During the term of this Agreement, the Company will not reduce the life insurance benefits provided by the company. The Company will provide and pay 100% of the life insurance premium. The coverage for each employee will be seventy-five thousand dollars (\$75,000.00).

A living benefit option will be included in the life insurance contract. This benefit will allow a terminally ill employee to choose to receive a percentage (in accordance with the plan provisions) of ~~his~~ **their** benefit prior to death.

- J. Employees may purchase additional supplemental life insurance at age group rates in accordance with the terms and conditions of the policy in the amount of five hundred thousand dollars (\$500,000.00) in ten-thousand-dollar (\$10,000.00) increments. The company will provide the ability to purchase optional coverage for their spouse of up to fifty thousand dollars

(\$50,000.00) in ten thousand dollar (\$10,000.00) increments at age base group rates; provide ability to purchase coverage for children up to ten thousand dollar (\$10,000.00) in twenty-five hundred dollar (\$2,500.00) increments.

K. Employees shall be entitled to purchase a universal life and cancer policy through payroll deduction. Participation in this program shall be strictly voluntary and offered by an agency and underwriter selected by the Union. The employee shall be responsible for the entire cost of the coverage. The Company shall provide a reasonable opportunity for on-site enrollment.

L. Employees may elect during open enrollment each year to sell back up to one (1) week of vacation per year to offset employee insurance premiums. The Company will establish procedures for the sell back of vacation.

M. Short Term Disability Insurance

The Company will provide STD coverage for all eligible employees subject to the terms and provisions as outlined in the Company's Policy and Procedures Manual. This includes but is not limited to;

1. An employee must first exhaust their eligible sick leave allowance prior to any STD payments. The employee must be eligible to use their sick time in order to qualify for STD benefits;
2. The maximum benefit period including sick time, is 26 weeks. STD benefits run concurrently with sick time;
3. STD benefits are not payable for any injury/illness for which worker's compensation benefits are payable;
4. Proper documentation must be submitted and continue to be submitted to support the disabling condition and its medical necessity.
5. Benefits begin on the 8<sup>th</sup> consecutive day of absence;
6. Short Term Disability will be a weekly benefit of \$300.00.

During the term of this agreement the company will not reduce the amount or duration of the current short term disability program.

N. Long Term Disability: The Company shall sponsor through payroll deduction an LTD program financed one hundred (100%) percent with employee contributions. The design of the plan will be per the plan document controlled by National Group Protection and District ~~Lodge~~-142.

O. Accidental Death and Dismemberment Insurance: Employees may purchase up to five hundred thousand dollars (\$500,000) (in \$10,000 increments) in accidental death and dismemberment insurance at group rates/age based, in accordance with the terms and conditions of the policy. In order to purchase this insurance, employees must purchase supplemental life insurance in the same amount.

### **Article 30 - Maintenance Check Flights and Bomb Threats**

In incidents where an aircraft must be searched due to a bomb threat or where a maintenance check flight is required, ~~maintenance management may solicit volunteers~~. No employee under this Agreement will be required to perform these services against ~~his~~ **their** wishes.

### **Article 31 - Company Meetings**

#### A. Meetings Requested by the Company

1. Employees who must attend meetings by Company request shall be paid for such meetings at straight time if the meeting falls within employees' regular working hours.
2. Employees who must attend meetings by Company request on their days off will be paid a minimum of four (4) hours at their applicable overtime rate in accordance with Article 7.
3. Employees who must attend meetings by Company request before their scheduled shift starts or after their scheduled shift ends this will be considered a simple shift extension and will be paid at their applicable overtime rate in accordance with Article 7 regardless of whether or not the employee remains on the property between the scheduled shift and the meeting.

B. Employees will not be required to attend mandatory Company meetings if on vacation, sick, or leave of absence, including under FMLA. The Company may excuse an employee from a mandatory Company meeting for any other reason on a case by case basis. Generally, the Company will provide as much advance notice as possible. Mandatory Company meetings will not be used for regular maintenance training purposes.

## **Article 32 - Household Moving Allowance**

- A. When an employee is displaced to another location by the Company (not including employees on layoff who bid and are awarded a position; see Paragraph L.), at Company expense, the Company shall engage and compensate a reputable bonded furniture moving company with suitable equipment to move the personal and household effects with full insurance coverage to a new residence within a two hundred (200) mile radius of the new Company station location, or another residence location selected by the employee. If the point-to-point mileage to the employee's selected residence exceeds the mileage from the current station location to the new Company station location, the employee will pay the moving company the difference in cost if any. Included shall be the total cost of all shipping containers and the cost of packing and unpacking breakable items, shipping, drayage and storage for a period not to exceed forty-five (45) days.

If an employee exercises the provision to move to a location of ~~his~~ **their** choice outside of the two hundred (200) mile radius surrounding the new station location, it will be on a one-time basis only. If an employee is displaced again to another station location by the Company, all future moves paid for by the Company will only be covered from the employee's current station location to within a two hundred (200) mile radius of the new Company station location.

- B. Pick-up and delivery dates will be mutually agreed upon between affected employee and moving company.
- C. When the Company is required to pay moving expenses, the move must be coordinated with the Benefits Department. In order to be eligible for reimbursement of expenses per Article 32, the employee must return a signed relocation form provided by the Company to the Benefits Department. Moving expenses must be submitted via the Company Travel and Expense system within thirty (30) days after incurring the expenses. The Company will not be liable for any damages incurred during the move.
- D. A reasonable length of time (not to exceed five (5) days) shall be allowed with no deduction from pay. This time includes packing, unpacking and cleaning. If additional time is needed, the Employee may request vacation time or unpaid time off. This does not include travel time.
- E. The Company will pay moving expenses for an employee who is required to exercise ~~his~~ **their** seniority to retain a position covered by this Agreement or who bids into a reestablished position at the location where last furloughed.

- F. Moving expenses paid by the Company will be limited to the following:
1. The Company will have the right to control the method of shipment and will pay the cost of moving up to 15,000 pounds but no more than 2,200 cubic feet.
  2. When automobile transportation is used by an employee and ~~his~~ **their** immediate family, the Company will reimburse the employee at the current IRS mileage rate for up to two of the employee's vehicles (verified by proof of registration) using the most direct AAA mileage from point of origin to point of destination plus toll fees in transit.
  3. The Company will reimburse an employee for meals and lodging for the employee and ~~his~~ **their** family for the time required to travel to the new Company location. A paid day of travel shall be considered 350 miles by the most direct AAA mileage. The daily allowance for meals shall not exceed \$30.00 for the employee, \$30.00 for spouse and each child over the age of 12, \$15.00 per child under the age of 12 and actual cost of lodging. Lodging will be the quality of that used on scheduled overnights.
  4. If household goods have arrived at a new Company location and it is impossible to move such goods into a new residence, the Company will pay meal and lodging expense, with prior approval of the Benefits Department, for up to five (5) days. The employee will make every effort to minimize this expense.
  5. If a lease is broken as a result of moving to a new Company location and a penalty is incurred, the Company will pay the penalty, not to exceed one month's rent.
  6. If an employee desires, ~~he~~ **they** may have ~~his~~ **their** house trailer moved in lieu of household effects, which shall include take-down and set-up. The Company will reimburse up to \$5500. The trailer will not exceed 70 feet by 14 feet.
  7. The Company will pay for moving televisions, termination and hook-up of utilities, telephone and household appliances which result from a move to a new Company location, provided it does not involve alterations or materials.
  8. An employee who has the right to be moved by the Company will be allowed a maximum of two (2) years to have ~~his~~ **their** household effects or trailer moved to the new Company location.
  9. An employee is required to provide receipts for all reimbursable expenses and submit through the Company Travel and Expense system.

- G. When the Company is required to pay moving expenses, nothing in this Article is intended to prevent the Company and an employee from agreeing to an amount to be paid to the employee in lieu of the expenses set forth herein.
- H. When an employee voluntarily changes stations, no moving expenses will be allowed.
- I. All time spent in paragraphs D and F above, which falls on an employee's regular scheduled day, will be paid at the employee's applicable straight time rate.
- J. If an employee is displaced to a different station, the Company will move the employee's toolboxes and personally owned work equipment which is used on the job to the new station, at the Company's expense and it will not count as part of the employee's household moving allowance.
- K. If an employee chooses to voluntarily resign ~~his~~ **their** employment with the Company within eighteen (18) months of the relocation, the employee will be required to reimburse the Company for all relocation expenses paid on the employee's behalf. The amount of reimbursement will be determined on a prorated basis. (Example: If an employee only works for four (4) months following a move paid for by the Company, and then voluntarily resigns, the employee will reimburse the Company the prorated difference of 7/9ths of the total amount of paid relocation expenses).
- L. A moving allowance of \$1000.00 will be allowed for employees on layoff who bid and are awarded a position at a location other than the one from which ~~he was~~ **they were** laid off. Receipts must be provided to substantiate payment and submitted via the Company Travel and Expense System.
- M. Employees will be granted flight travel for relocation in accordance with Company policy and the terms of the Company's Marketing Partner(s) Agreement(s).

### **Article 33 - Retirement Fund**

The Company and the Union have agreed upon a 401(k) plan for eligible IAM represented employees of the Company under which the Company is the plan sponsor. All employees are eligible to participate in the plan in accordance with its terms and conditions. Entry dates are the first day of each calendar quarter. Vesting will be in accordance with federal law and the terms and conditions of the plan documents. There will be a committee member position for an Air Wisconsin management employee.

After the completion of one year of service beginning with the first day of the following calendar quarter, participating employees are eligible for a Company match on deferrals under the plan equal to 40% of the employee deferral percentage, to a maximum of 10% of employee deferrals under the plan. After the completion of 10 years of service beginning with the first day of the following calendar quarter, participating employees are eligible for a Company match on deferrals under the plan equal to 50% of the employee deferral percentage, to a maximum of 10% of employee deferrals under the plan. After the completion of 25 years of service beginning with the first day of the following calendar quarter, participating employees are eligible for a Company match on deferrals under the plan equal to 60% of the employee deferral percentage, to a maximum of 10% of employee deferrals under the plan.

The Company will bear the cost of any needed changes to the plan document as a result of any changes associated with this proposal.

## **Article 34 - General and Miscellaneous**

- A. If new equipment is put into service by the Company, all employees affected shall be given every opportunity to become familiar with the new equipment without change of classification or rate.
- B. All orders or notices to an employee under this Agreement, involving a change in permanent station assignment, promotion, demotion, furlough and leave of absence, shall be delivered via one of the following unless otherwise noted in this Agreement:
  - 1. In person, signed receipt
  - 2. In written form via mail
  - 3. Company E-mail, open receipt if possible
- C. The Company agrees to furnish bulletin board space and will place same at places agreed upon for the use of official Union business. **Theu Union flag will be allowed to be hung/displayed at all locations/stations. The Union and Company will mutually agree on the size of the flag hung/displayed and the location it is to be hung/displayed.**
- D. Management personnel and technical representatives will not perform work covered by this agreement except in emergencies or training of employees. The servicing of late flights where qualified personnel are not available and the performance of necessary work caused by unusual circumstances in order to maintain flight schedules, or the protection of Company property against the elements, may be considered an emergency. For the purpose of reliability issues and/or engineering, **when a crew chief is not readily available** technical representatives may observe and instruct maintenance personnel **on an out of service aircraft.**
- E. The Company will arrange in each permanent base a suitable location for the use of employees in the safe storage of tool boxes and personally owned equipment which might be used on the job and the employee shall use same.
- F. The Company shall provide each employee covered by this Agreement with a copy of the Agreement in book form with a minimum font size of 10. The Company will provide access to an electronic copy on the Company internet portal.
- G. The Company will provide any special tools that are required to perform proper maintenance.
- H. The Company will continue to provide free parking at each work location as designated by the airport authority and will provide the closest parking available to employees' work area.
- I. The Company will agree to provide payroll deductions for employees upon a signed authorization from the employee to permit participation in any disability plan, optical plan, 401K plan and loan repayment to such plan,

MNPL (Machinists Non-Partisan Political League), legal services plan and Guide Dogs of America.

- J. On a monthly basis the Company will provide details on each employee's tool allowance balance, sick leave balance(s), and vacation balance in paper form or electronic format.

Upon request, the Company will provide copies of Payroll Discrepancy forms, Tool Allowance forms, Personal Status Change forms, and Day/Shift trade forms, to the employee after being completed by management personnel in a paper form or electronic format.

- K. The Company will reimburse tuition of up to a maximum of one hundred (\$100.00) dollars, per credit hour or \$400 annually for a "non-credit hour" course/certification.
- a) Reimbursement is not applicable to books and materials.
  - b) Employee must have worked full-time for the Company for at least one (1) year before the start of the course and remain an active full-time employee on the date the course is successfully completed.
  - c) All courses must be job relevant.
  - d) Elected course is offered by an accredited educational institution at the college, university, vocational, or technical school level (including Internet courses), or they provide study materials/programs leading to a professional license.
  - e) Course participation will not interfere with the employee's normal working hours, without prior approval from their supervisor.
  - f) The employee earns a grade of "C" or higher, or if the course is ungraded, they complete the course satisfactorily.
  - g) The employee submits a copy of their course grade report and an itemized receipt of payment of tuition and other costs from the school.
  - h) Course must be pre-approved by the Director of Maintenance and the Director of Benefits and Risk Management or designee.
- L. The Company will notify employees, in writing, anytime it uses any electronic monitoring device in work areas (voice recorders, cameras, etc.).
- M. After ratification of contracts and all collective bargaining agreements are made available in printed and electronic format, a joint Union Negotiators/Company Negotiators meeting will be conducted at all locations to educate maintenance employees and managers.
- N. Three (3) members of the maintenance group will be designated as members of the District Lodge Flight Safety Committee. Should the Company elect to utilize the services of the District Lodge Flight Safety Committee Members, the following procedure would apply.
- 1. The Company will promptly notify the Maintenance members of any

such incident and make arrangements for travel to the sites.

2. The Company will pay the Maintenance members for scheduled time lost.
- O. No members of this bargaining unit will be required to train management personnel.

### **Article 35 – Retirement**

- A. Employees in good standing shall be eligible to retire from the Company at age fifty (50) + twenty (20) years of service or at age fifty-five (55) + ten (10) years of service.
- B. Retirement travel privileges are addressed in Article 16.
- C. Retirement sick leave payout is addressed in Article 15.

### **Article 36 - Uniforms**

- A. All maintenance employees are required to wear the uniform designated for their specific position while on duty. Uniforms should be worn as intended by the manufacturer.
- B. The Company will assume the full cost of furnishing and maintaining work uniforms (pants, shorts, and shirts). An employee may request up to ten (10) uniform sets on a ten (10) hour shift schedule and up to twelve (12) uniform sets on an eight (8) hour shift schedule. Uniforms will be issued to the employee as soon as logistically practical. If an employee experiences damage to personal clothing (pants, shorts, and shirts) during this interim waiting period, ~~he~~ **they** can submit for reasonable reimbursement. Each employee is responsible to return defective or incorrectly sized uniform items.
- C. The Company will provide a parka or a jacket upon hiring and at their life expectancy intervals thereafter. Upon completion of probation the employee may order the jacket or parka that was not ordered at time of hire. Insulated coveralls or insulated bibs may be substituted in lieu of a parka. The life expectancy of a parka, jacket, insulated coveralls, or insulated bibs will be three (3) years. In locations where an employee's work schedule requires ~~him~~ **them** to be primarily outdoors, the Company will provide that employee with either insulated coveralls or insulated bibs. Should any Company issued outerwear become worn or damaged prior to its life expectancy the employee may request replacement from the Company upon the Base Managers approval.
- D. Suitable raingear will be kept available at maintenance facilities in which

personal raingear is not issued. In locations where an employee's work schedule requires ~~him~~ **them** to be primarily outdoors, employees will be issued individual rain gear upon hiring. The life expectancy on individually issued rain gear is two (2) years. Should any Company issued raingear/gloves become worn or damaged prior to its life expectancy the employee may request a replacement from the Company upon the Base Managers approval. One pair of winter gloves per year will be provided for individual personal use upon request. Insulated coveralls will be kept at all maintenance facilities in an adequate variety of sizes and in a clean and presentable condition.

- E. The Company will notify the Union District **Lodge** General Chair prior to any changes to the Uniform and Appearance Policy.

### **Article 37 - Line Stations**

- A.** A Maintenance Line Station shall be defined as a station where the number of employees is limited to twenty- five (25) employees or less under minimal supervision.
- B.** Because few employees will be based at each location, they will be permitted and required to assist each other, cross-functionally, to accomplish the provision of services in a timely manner.
- C.** Supervisors at the Line Stations may assist the Union members with their assignments when operational necessity requires it. Supervisors will not be used to reduce or replace IAM~~AW~~ covered positions.
- D.** There may not be Designated Inspector positions as inspections may be performed utilizing Delegated Inspectors bid lines. Delegated Inspectors are Mechanics authorized to perform the duties of an Inspector.
- E.** Each Line Station may open with a number of Avionics positions which may be phased out over time as directed by the Company. The initial bid may consist of both Mechanic and Avionics positions. In the event that there are no bids for the Avionics positions, they will be filled by Mechanics.
- F.** At the opening of the Station, either an eight (8) or Ten (10) hour shift schedule may be used based on the needs of service. Schedules used thereafter shall be in accordance with the Agreement.

### **Article 38 - Effective Date and Duration**

This Agreement shall become effective on **Date of Ratification (DOR)** and shall remain in full force and effect through **Date of Ratification (DOR) plus two (2) years**. Upon sixty (60) days' notice by either party, the parties agree to begin negotiating a new Agreement no earlier than ~~six (6)~~ **twelve (12)** months before the amendable date of the agreement. This Agreement shall automatically renew itself without change on **XXXX** and each succeeding **XXXX** thereafter unless written notice of a proposed change is served by either party in accordance with the Railway Labor Act, as amended, no later than sixty (60) days prior to **XXXX** or any anniversary thereafter.

If, on the first anniversary of the amendable date, the parties have not reached an agreement, the parties will jointly apply for mediation. If, on the second anniversary of the amendable date the parties have not reached an agreement, a single two percent (2%) increase to the hourly pay rates noted in Article 28 will go into effect. An additional two percent (2%) to the hourly pay rates noted in Article 28 increase will then apply prospectively on every other (i.e., every 2<sup>nd</sup>) subsequent anniversary of the amendable date.

#### **Signing Bonus**

A signing bonus of \$500 for each year of service, with a cap at \$3,000 will be distributed to all members of the IAM MRP bargaining unit on the first paycheck of the normal payroll cycle after December 1, 2026. Eligibility for the signing bonus will be determined on DOR and a member must still be employed at the time of receiving the payment on the first paycheck after December 1, 2026. Eligibility will include the individual maintaining membership and be in good standing with the Union; additionally, the employee shall have successfully passed their probationary period with the Company. If the employee was hired prior to the DOR but has not completed their probationary period, payment will be held until that period is completed. To receive the signing bonus, an employee must remain on the payroll through the date of distribution. If an employee does not remain on the payroll, the signing bonus will be considered forfeited.

The amounts paid under this paragraph will be subject to a tax withholding rate, per Internal Revenue Service (IRS) requirements, that may be higher than normal payroll withholding. The employee will be responsible for their IRS required taxes and the Company will be responsible for their applicable payroll taxes.

Additionally, such amounts will be considered compensation for purposes of the Air Wisconsin Airlines IAMAW Local No. ~~2575~~ 1487 Retirement Plan & Trust, and thus subject to deferral into such plan at the member's elected deferral rate in effect as of December 1, 2026, subject to normal retirement plan restrictions.

Step	Current				Tentative Agreement					DOR+24	
	Current Base	Longevity	Current GEO	License Pay	Total	Tentative Agreement Base DOR	Tentative Agreement Longevity	Tentative Agreement A&P License	Tentative Agreement Total	DOR+12 Months 2.0% Base	Months 2.0% Base -- Amendable Date
1	\$24.48	\$0.00	\$2.70	\$2.50	\$29.68	\$25.21	\$0.00	\$6.20	\$31.41	\$25.71	\$26.22
2	\$25.50	\$0.01	\$2.70	\$2.50	\$30.71	\$26.27	\$0.01	\$6.20	\$32.48	\$26.80	\$27.34
3	\$26.52	\$0.02	\$2.70	\$2.50	\$31.74	\$27.32	\$0.02	\$6.20	\$33.54	\$27.87	\$28.43
4	\$27.54	\$0.03	\$2.70	\$2.50	\$32.77	\$28.37	\$0.03	\$6.20	\$34.60	\$28.94	\$29.52
5	\$28.05	\$0.04	\$2.70	\$2.50	\$33.29	\$28.89	\$0.04	\$6.20	\$35.13	\$29.47	\$30.06
6	\$28.56	\$0.05	\$2.70	\$2.50	\$33.81	\$29.70	\$0.05	\$6.20	\$35.95	\$30.29	\$30.90
7	\$29.07	\$0.10	\$2.70	\$2.50	\$34.37	\$31.98	\$0.10	\$6.20	\$38.28	\$32.62	\$33.27
8	\$29.58	\$0.15	\$2.70	\$2.50	\$34.93	\$32.54	\$0.15	\$6.20	\$38.89	\$33.19	\$33.85
9	<u>\$30.10</u>	<u>\$0.20</u>	<u>\$2.70</u>	<u>\$2.50</u>	<u>\$35.50</u>	<u>\$33.11</u>	<u>\$0.20</u>	<u>\$6.20</u>	<u>\$39.51</u>	<u>\$33.77</u>	<u>\$34.45</u>
10	\$30.10	\$0.25	\$2.70	\$2.50	\$35.55	\$33.11	\$0.25	\$6.20	\$39.56	\$33.77	\$34.45
11	\$30.10	\$0.30	\$2.70	\$2.50	\$35.60	\$33.11	\$0.30	\$6.20	\$39.61	\$33.77	\$34.45
12	\$30.10	\$0.35	\$2.70	\$2.50	\$35.65	\$33.11	\$0.35	\$6.20	\$39.66	\$33.77	\$34.45
13	\$30.10	\$0.40	\$2.70	\$2.50	\$35.70	\$33.11	\$0.40	\$6.20	\$39.71	\$33.77	\$34.45
14	\$30.10	\$0.45	\$2.70	\$2.50	\$35.75	\$33.11	\$0.45	\$6.20	\$39.76	\$33.77	\$34.45
15	\$30.10	\$1.20	\$2.70	\$2.50	\$36.50	\$33.11	\$1.20	\$6.20	\$40.51	\$33.77	\$34.45
16	\$30.10	\$1.25	\$2.70	\$2.50	\$36.55	\$33.11	\$1.25	\$6.20	\$40.56	\$33.77	\$34.45
17	\$30.10	\$1.30	\$2.70	\$2.50	\$36.60	\$33.11	\$1.30	\$6.20	\$40.61	\$33.77	\$34.45
18	\$30.10	\$1.35	\$2.70	\$2.50	\$36.65	\$33.11	\$1.35	\$6.20	\$40.66	\$33.77	\$34.45
19	\$30.10	\$1.40	\$2.70	\$2.50	\$36.70	\$33.11	\$1.40	\$6.20	\$40.71	\$33.77	\$34.45
20	\$30.10	\$1.95	\$2.70	\$2.50	\$37.25	\$33.11	\$1.95	\$6.20	\$41.26	\$33.77	\$34.45
21	\$30.10	\$2.00	\$2.70	\$2.50	\$37.30	\$33.11	\$2.00	\$6.20	\$41.31	\$33.77	\$34.45
22	\$30.10	\$2.05	\$2.70	\$2.50	\$37.35	\$33.11	\$2.05	\$6.20	\$41.36	\$33.77	\$34.45
23	\$30.10	\$2.10	\$2.70	\$2.50	\$37.40	\$33.11	\$2.10	\$6.20	\$41.41	\$33.77	\$34.45
24	\$30.10	\$2.15	\$2.70	\$2.50	\$37.45	\$33.11	\$2.15	\$6.20	\$41.46	\$33.77	\$34.45
25	\$30.10	\$2.20	\$2.70	\$2.50	\$37.50	\$33.11	\$2.20	\$6.20	\$41.51	\$33.77	\$34.45
26	\$30.10	\$2.20	\$2.70	\$2.50	\$37.50	\$33.11	\$2.20	\$6.20	\$41.51	\$33.77	\$34.45
27	\$30.10	\$2.20	\$2.70	\$2.50	\$37.50	\$33.11	\$2.20	\$6.20	\$41.51	\$33.77	\$34.45
28	\$30.10	\$2.20	\$2.70	\$2.50	\$37.50	\$33.11	\$2.20	\$6.20	\$41.51	\$33.77	\$34.45
29	\$30.10	\$2.20	\$2.70	\$2.50	\$37.50	\$33.11	\$2.20	\$6.20	\$41.51	\$33.77	\$34.45
30	\$30.10	\$2.30	\$2.70	\$2.50	\$37.60	\$33.11	\$2.30	\$6.20	\$41.61	\$33.77	\$34.45

Mechanic Wages