

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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## **Teamsters Airline Division**

**and**

## **Continental Airlines, Inc.**

**The following constitutes the Union's opening proposals. The Union reserves the right to add, subtract, change, amend, delete or modify these proposals at any time until a tentative agreement is reached between the parties.**





## Article 2 – Definitions

### A. Introduction

The definitions contained in this Article are provided for the convenience of the parties and are intended to facilitate a quick reference to different terms used in this Agreement. They are not intended to add to, delete from, or otherwise alter or affect the terms and conditions of employment provided for in this Agreement. Those terms and conditions are contained in the substantive Articles of this Agreement. Certain Articles in this Agreement may refer to this Article for the purpose of defining specific terms.

### B. Trade Test

A Trade Test is a ~~written, oral and/or practical~~ CBT based test for competency. Trade tests for employees will be developed and administered by the Company, but will be reviewed with the Union prior to implementation. The trade test results will be made available to the employee and the Union upon request.

### C. Shift

A Shift is the scheduled period of work during the twenty-four (24) hour work day. The shifts are described in Article 7, Hours Of Service.

### D. Work Week

The term "work week" refers to the number of regularly scheduled consecutive work days within each seven (7) consecutive day period. The types of work weeks are described in Article 7, Hours Of Service.

### E. Day Off

A "Day Off" is a day which is not a Work Day.

### F. Work Day

A work day is a twenty four (24) hour period during which an employee is regularly scheduled to work, beginning with the employee's regularly scheduled starting time.

### G. Hours Of Service

Hours of Service are an employee's scheduled shift, days off, work days, starting time, meal period, and rest period(s).

### H. Bid Areas

A Bid Area is the basic work area to which each employee is assigned, as defined in Article 3.

I. Work Area

The specific work area and/or crew an employee reports to on a daily schedule. Work areas are generally smaller divisions of a larger Bid Area.

J. Facilities

Facilities may encompass any and all Maintenance Bases, Shops, and Line Stations throughout the System at which employees covered hereunder are stationed or assigned.

K. License

The term "License" as used herein, shall mean the certificate of competence which is now (i.e., A, P, or FCC), or may be in the future, required by a regulatory body for the type of work to be undertaken by employees covered under this Agreement.

L. Management Representative

The term "management representative" means not only persons holding the title Manager, but also any other person(s) properly designated and appointed by such official to act in his stead.

M. Emergency

The term emergency means "Acts of God," "Acts of War" (as declared by Congress), national emergency, natural disaster, revocation of the Company's operating certificate, the grounding of a significant portion of the Company's fleet, a shutdown of any substantial portion of the air transportation system, or danger posed by the elements of weather. ~~or any other unexpected circumstance posing significant danger to persons, property or the business.~~ The term "emergency" shall not mean the usual sudden, urgent and unexpected occurrences requiring immediate attention in the typical daily operation of the Airline.

### Article 3 - Covered Crafts, Classifications, Qualifications And Bid Areas

- A. All employees covered by this Agreement shall be recognized as being in the Craft, Classification, and Bid Areas listed herein. The Classifications and Bid Areas, the work of such Classifications and Bid Areas and the job requirements and job descriptions contained within this Article shall not be added to, reduced, deleted, or amended except by mutual agreement between the Company and the Union. Employees in higher Crafts may be directed to perform the work of lower Crafts. Whenever an employee in the Technician Craft is asked to replace a soiled seat cushion and/or cover (work normally defined as belonging to the Cleaner Craft pursuant to paragraph D.3 of this Article) he shall only be responsible for reinstalling such seat cushion and/or cover. The cleaning of the area and the removal of the old seat cushion and/or cover shall be performed by the Cleaners, either contracted or in the unit. Except for cases of emergency, as defined in Article 2, employees who work in one Classification shall not be required to perform the work of a different Classification unless the overtime list(s) have been exhausted pursuant to Article 17 of this Agreement. If the Company determines that a new Classification, Craft, or Bid Area coming within the scope of this agreement is necessary, the Company agrees to negotiate and reach by mutual consent, the duties, job descriptions, job requirements, staffing procedures and the rates of pay for the new Classification, Craft, or Bid Area with the Union, prior to its implementation. (See, LOA #16, at page 1.)
- B. New Hires, employees bidding permanent vacancies, employees filling temporary vacancies, employees exercising seniority in a reduction in force or those being recalled, either from furlough or from a reduction to a different/lower Classification, Craft, or Bid Area, must meet the license, trade tests, and other requirements, as spelled out herein, except that an employee who has previously completed a Qualifying Period for a particular Bid Area shall not be required to meet these qualifications. Prior to implementation, the trade tests and administration process will be reviewed with the Union.
- C. Employees covered by this Agreement are recognized as being in a Craft and in a Classification within that Craft. The exercise of seniority as it relates to Craft and Classification is described in the Seniority, Filling Of Vacancies, and Reduction In Force Articles, as well as other Articles herein.
- D. The following are brief descriptions of the Classifications within each Craft:
1. **Technician Craft**  
 The following Classifications are part of the Technician Craft:
    - a. Technician - An employee whose job includes all work generally recognized as Technician's (mechanic) work in Company shops, maintenance bases and line stations on aircraft (including power plants), parts, ground equipment, facilities and other related work. Technicians will be held responsible for the work they perform, and may be required to test, check and certify for service the work they perform. Specialties within this Classification include Aircraft Technician, Machinist, Welder, GSE Technician and Facilities Technician.
    - b. Lead Technician - A Technician who, as a working member of the group, may be

charged by his Supervisor with the responsibility of planning, leading, directing, coordinating, instructing, on-the-job training and delegating, the work of his assigned group. Leads may be required to sign for their own work, and the work of others in their group, provided, however, that such signing shall not relieve any other member of his group of license requirements and/or legal responsibility for the work they have performed or from being required to complete and/or sign appropriate Company/Federal work records. Leads must hold such valid licenses as are required by Federal law for their assignment. The method for selecting Lead Technicians is described in Article 5, Filling Of Vacancies. Whenever two (2) or more Technicians from the same Bid Area are on duty on the same shift within the same Work Area, one shall be a Lead Technician and no Lead Technician will be required to lead and direct the work of a group totaling more than eight (8) other on duty Technicians.

e. ~~1. RAMS Technician RAMS Teams are established as Structures Teams, A&P Teams, and Avionics Team(s). In addition to his duties as a Technician in his regular Bid Area and station, a RAMS Team Technician will also be responsible for responding to irregular and atypical chronic significant maintenance problems. In addition, they may be required to repair structurally damaged aircraft in the fleet and at their home base station, either when the repairs are of a significant nature or when assigning other employees would adversely effect the operation.~~

~~2. RAMS Technicians will bid shift and days off within their RAMS Team Bid Area and will work scheduled hours when in their home/base station.~~

~~3. The method for selecting RAMS Technicians is described in Article 5, Filling Of Vacancies.~~

c. Inspector - An employee whose primary job includes the overall inspection of Company aircraft and/or components (including power plant) in connection with repairs and/or overhaul at Points on the Company system. Inspectors must hold valid licenses and Continental RII authority to fulfill their duties. Inspectors do not lead or direct the work force. The method of selecting Inspectors is described in Article 5, Filling Of Vacancies.

d. Lead Inspector - A Lead Inspector shall be an Inspector who is charged with the responsibility of leading, directing, instructing, and on-the-job training of Inspectors. The work of a Lead Inspector will consist of the overall inspection of aircraft (including power plant) in connection with major repairs and/or overhaul. The work of a Lead Inspector will include major and intermediate checks, the inspection of materials, parts and sub-assemblies, but shall not necessarily include the inspection of materials, parts and sub-assemblies required of a Technician to accomplish his own work. Lead Inspectors must be capable of performing the inspection work assigned and must hold such valid licenses as required by Federal Law to fulfill their duties as Inspectors. The method for selecting Lead Inspectors is described in Article 5, Filling Of Vacancies. Whenever two (2) or more Inspectors are on duty on the same shift within the same Work Area, one shall be a Lead Inspector and no Lead Inspector will be

required to lead and direct the work of a group totaling more than Eight (8) other on duty Inspectors.

- e. G.S.E. Coordinator - An employee whose job includes controlling inventory, the work order system, and running appropriate reports. The G.S.E. Coordinator orders parts from vendors, operates the G.S.E. stock room, and provides parts needed by G.S.E. Technicians. ~~A G.S.E. Coordinator also may be required to perform Technician's work in the G.S.E. shop.~~ (The Letter of Agreement, LOA #1, from the 1999 Collective Bargaining Agreement (CBA) shall expire effective with the date of ratification of this CBA. Effective with the date of ratification and thereafter the Company shall staff positions, to perform the work of a G.S.E. Coordinator(s), with employees covered by this Agreement.

2. Utility Meehanie Specialist Craft

- a. Utility Specialist Meehanie - An employee whose job may include:
  - i. ~~identifying and checking tools, test equipment and certain commodities in and out of the Tool Room and Parts Room, as well as the service, cleaning, inventory, storage and accounting of tools, test equipment and certain commodities used in the daily operation of the Tool Room and Parts Room; and~~  
Identifying, checking and issuing of Class I & II tooling for Aircraft, GSE or Facility Maintenance test equipment, and
  - ii. ~~performing routine maintenance tasks of a general nature, such as servicing and transporting equipment;~~  
Be accountable for materials, parts and supplies located within the Tool Room or Parts Room, GSE and/or Facility Maintenance, including the servicing, cleaning, storage and inventorying of commodities and tooling. The work may also include receiving and shipping of parts, supplies and hazardous materials; and
  - iii. ~~performing minor repairs on food service equipment, as well as cutting, sizing, and forming materials for aircraft interiors; and~~  
Servicing of batteries on ramp equipment in compliance with OSHA, EPA and/or Company Standards as it relates to the handling of hazardous materials and/or dangerous goods; and
  - iv. ~~surface treatment on engines, aircraft, and component parts with chemicals and sandblasting equipment.~~  
Accountability for tooling, test equipment and certain commodities used in the daily operation within Aircraft Tool Rooms, Thermal Forming, GSE and Facility Maintenance; and

- v. performing minor repairs on food service equipment, as well as cutting, sizing, and forming materials for aircraft interiors; and
- vi. General knowledge and operation of general ramp and warehouse equipment (i.e.: forklifts, trucks, semi-trucks and lifting equipment); and
- vii. Performing ground equipment tire repairs in accordance with OSHA standards for all ramp, aircraft maintenance and customer service equipment.

A Utility Specialist Mechanic may be required occasionally to assist a Technician in the performance of his work. The requirements for a Utility Specialist Mechanic to become a Technician are addressed in Article 5, Filling of Vacancies.

b. Lead Utility Specialist

A Lead Utility Specialist who, as a working member of the group, may be charged by his Supervisor with the responsibility of planning, leading, directing, coordinating, instructing, on the job training and delegating the work of his/her assigned group.

3. **Cleaner Craft**

The work of a Cleaner shall include, but not be limited to, cleaning, washing, polishing, and waxing the interior and exterior of aircraft, aircraft parts, maintenance equipment, shops and hangars, including the replacement of aircraft seat covers and carpets on aircraft checks, turnarounds, and through flights, as well as the operation of motor vehicles when necessary for the performance of their duties, when such work is to be performed in and around the hangars and shops. Cleaners will not be allowed to perform the work of a higher Craft unless all employees within such Craft have first been given the opportunity to perform such work in a timely manner and are unable to do so, or the work is necessary or required to maintain a schedule and is emergency in nature. Work which only requires the use of physical exertion, and no hand tools, may be performed by Cleaners on an as-needed basis. (See, LOA #16, at page 1.)

E. Bid Areas

1. A "Bid Area" is the basic work area to which each employee is assigned. In some Stations, generally the larger ones, an employee may have the option to bid into different work areas within his assigned Bid Area.
2. Except for positions occupied by incumbent employees who are absent in accordance with Article 10, Leave Of Absence, positions covered by this Agreement may not be filled on a temporary basis by temporarily transferring an employee to work outside his Bid Area and/or Work Area, Craft and Classification except in emergencies, unless otherwise spelled out in this Agreement. Acts of War, Acts of God and the protecting of

Company property against the elements of weather will dictate an emergency situation. Emergency situations will not include the usual sudden, urgent and unexpected occurrences requiring immediate attention in the typical daily operation of the airline. No employee shall have his rate of pay reduced for having to work in a lower Craft and/or Classification. Employees required to do the work of a higher Craft and/or Classification shall receive the rate of pay of the higher Craft and/or Classification for all hours worked. (With a minimum of eight (8) or ten (10), whichever is applicable, hours of pay).

3. To be considered fully qualified for a particular Bid Area, an employee must meet the requirements listed below, except that any employee, including an employee whose work has been transferred to a reorganized or redefined Bid Area, who has previously completed the Qualifying Period, as provided in Article 5, will be considered qualified regardless of the qualifications (including license requirements) listed below.
4. Each employee shall be responsible for ensuring that his qualifications for each Bid Area are properly recorded.
  - a. Initial qualifications and any subsequent qualification claims shall be reviewed by the Company, the employee's shop steward and his supervisor. The Company will provide a system, agreed upon by the Union, that permits employees to update and/or change the record of their qualifications. Employees will be deemed qualified in the Bid Area in which they are employed on the effective date of this Agreement or into which they were previously grand-fathered. Employees will also be deemed qualified in any Bid Area in which they have previously completed the "Qualifying Period", as provided in Article 5.
  - b. If there is any question regarding the qualifications the shop steward, the affected employee and the Company or its' designee supervisor will confer to resolve the matter by examination of confirming documents and/or interview of the employee. If the qualification is still in doubt, it may be resolved by administration of an appropriate trade test or via the grievance process.
  - c. No employee shall be regarded as qualified for any Bid Area that he has not affirmatively claimed qualification unless he was employed in that Bid Area on the effective date of this Agreement, had previously been grand-fathered in, or had previously completed a "Qualifying Period" in that Bid Area, as provided in Article 5.
  - d. The Company will use these Bid Area Qualifications in determining eligible employees when filling vacancies in accordance with Article 5. The Company shall continue to review personal files and/or employee resumes and applications, to determine qualifications, for the first 90 days after ratification of this Agreement, after which they shall rely solely on the employee's updated Bid Area Qualifications.
  - e. ~~The initial recording of each employee's qualification(s) will be placed into the file within ninety (90) days of the effective date of this Agreement~~

4. The following list contains the Bid Area titles, Bid Area numbers, and the license and experience requirements for each Bid Area.

**Bid Area Title, Number,**  
**And License Requirements**      **Experience Requirements**

Series 100-Technicians And Lead Technicians

101 - Line Technician

A&P License, and Twenty-four months experience in trouble shooting, repair, and maintenance of aluminum and/or composite skinned, pressurized jet/turboprop aircraft, or  
At least 12 months' experience as Radio/Electrical, Sheet metal, Trim, Power plant, and/or A.I.R. technician and successful completion of a trade test.

102 - Base Technician

A or P License, or Twenty -four months experience in trouble shooting, repair, and maintenance of aluminum and/or composite skinned, pressurized jet/turboprop aircraft, or  
At least 12 month's experience as a Sheet metal, Composite, Trim, and/or Radio/Electrical technician and successful completion of a trade test.

103 - Powerplant Technician

P License, or Twenty-four months experience in power plant limited heavy maintenance on power plant components and accessories, up to but not including the compressor case, or  
Successful completion of a trade test.

104 - Avionics Technician

A License\* Twenty-four months aircraft experience in radio and License or electrical/ avionics trouble shooting and repair, or  
FCC License and Successful completion of a trade test. (See, LOA #4, at page 1.)  
OR  
A\*&P License, and

105 - Sheet Metal Technician (Line/Base)

A License,\*\* or Twenty-four months experience in general structural sheet metal overhaul and repair, or  
Successful completion of a trade test.

106 - Sheet Metal Technician (Shop)

A License, or Twenty-four months experience in general structural sheet metal overhaul and repair, or  
Successful completion of a trade test.

107 - Composite Technician (Line/Base)

A License,\*\*\* or Eighteen months experience in metal to metal bonding, fiberglass and composite repair, or  
Successful completion of a trade test.

120 - Composite Technician (Shop)

A License, or Eighteen months experience in metal to metal bonding, fiberglass and composite repair, or Successful completion of a trade test.

108 - Weld Technician

No License Requirement Twenty-four months general welding experience and successful completion of a Continental certification test, or Certificate of completion from an accredited vocational school for the following: Arc, Heli-Arc, Mig and Acetylene; and successful completion of a Continental certification test.

109 - Machinist Technician

No License Requirement Twenty-four months general machinist work and successful completion of a trade test.

110 - A/C Interior Repair Technician

A License,\*\* or Eighteen months experience in recovering, replacing, and refurbishing aircraft interiors, including seats, or Twenty-four months experience as a Line, Base, Avionics, Sheet Metal, or Shop technician.

111 - Trim Technician

A License, or Eighteen months experience in recovering, replacing, and refurbishing aircraft interiors, including seats, or Twenty-four months experience as a Line, Base, Avionics, Sheet Metal, or Shop technician.

112 - Paint Technician\*\*\*

A License, or Twenty-four months experience in automotive and/or aircraft painting, or Successful completion of a trade test.

113 - Calibration Technician

No License Requirement Twenty-four months experience in the calibration and repair of electronic test and measurement equipment, or Successful completion of a trade test.

114 - Airport Communications Technician

FCC License, and Twenty-four months component level repair and overhaul in two of the three following areas:  
UHF/VHF transceiver systems;  
Video display systems (including TV repair, FIDS repair, or closed circuit systems repair); and  
Airport security systems (magnetometers or x-ray), or Certificate of completion from an accredited electronic school and successful completion of a trade test.

115 - Pattern Technician

No License Requirement Twelve months experience making form blocks, mold pattern, fixtures, and forming tools of the type used in plastic and metal, or Successful completion of a trade test.

116 - Tooling Repair Technician

A License, or Twenty-four months experience as a Technician.

117 - Electric Harness Shop Technician

A or P License, or Twenty-four months experience in fabrication, repair, overhaul and/or calibration of electrical equipment, including wire harnesses, or Successful completion of a trade test.

118 - Facilities Maintenance Technician

Local Requirements, and Twenty-four months commercial/ industrial experience including at least three of the following areas:  
Electrical (including 480 volt, 3 phase);  
Structural (including steel frame construction);  
Mechanical (including conveyors);  
Plumbing; and  
PLC electronic/computer controls.

119 - Ground Service Equipment Technician (or GSE Coordinator)

No License Requirement Twenty-four (24) months experience in trouble shooting, repair, and maintenance of gas and diesel engines; electrical and hydraulic systems; or motorized equipment supporting airport ground handling operations, or  
A certificate of completion from an accredited automotive school or and successful completion of a trade test.

Series 200 RAMS Team

~~201 - Structures~~

~~A&P License, and Twenty four months experience in general structural aircraft overhaul and repair, including at least twelve months combined experience in sheet metal repair and will include two of the following:~~

- ~~composite repair;~~
- ~~fiberglass repair; and~~
- ~~metal to metal bonding.~~

~~202 - A&P~~

~~A&P License, and Twenty four months experience in trouble shooting, repair, and maintenance of aluminum and/or composite skinned, pressurized jet/turboprop aircraft.~~

~~203 - Avionics~~

~~A\* License, or Twenty four months experience in radio A&P License, and and electrical/avionics troubleshooting and repair. (See, LOA #4, at page 1.)~~

Series 300-Inspectors and Lead Inspectors

301 - Quality Control

A&P license and any Twenty-four months total Mechanic and/ others required by  
 or Inspector experience on aluminum  
 the FAA /composite skinned, turboprop/jet aircraft and successful completion of a  
 trade test

Series 500-Utility Specialist Mechanic

501 - Interior Recoverables Utility Mechanic Specialist

No License Required High school diploma or equivalent or a Certificate from an  
 accredited trade school; mechanical aptitude; working knowledge of tools  
 associated with aircraft and automotive repair, or ability to work with  
 cleaning solutions and chemical; possess valid state drivers license.

502 - GSE Utility Mechanic Specialist

No License Required High school diploma or equivalent or a Certificate from an  
 accredited trade school; mechanical aptitude; working knowledge of tools  
 associated with aircraft and automotive repair, or ability to work with  
 cleaning solutions and chemical; possess valid state drivers license.

503 - Tool Room Utility Mechanic Specialist

No License Required High school diploma or equivalent or a Certificate from an  
 accredited trade school; mechanical aptitude; working knowledge of tools  
 associated with aircraft and automotive repair, or ability to work with  
 cleaning solutions and chemical; possess valid state drivers license.

504 - Facilities Utility Mechanic Specialist

No License Required High school diploma or equivalent or a Certificate from an  
 accredited trade school; mechanical aptitude; working knowledge of tools  
 associated with aircraft and automotive repair, or ability to work with  
 cleaning solutions and chemical; possess valid state drivers license.

- \* Repairman's Certificate may be substituted for the "A" License.
- \*\* License required in Line Station maintenance area for Airworthy release.
- \*\*\* Must be physically able to wear and use a respirator in accordance with OSHA regulations.

E. 5. In addition to the basic requirements listed above, the license requirements for bidding a  
 lead position, by Bid Area, are as follows:

<u>Bid Area</u>	<u>License</u>	<u>Required</u>
<u>Number</u>	<u>Bid Area Title</u>	<u>Required</u>

102	Lead Base Technician	A & P
103	Lead Powerplant Technician	A & P
104	Avionics Lead Technician	A & P
105	Lead Sheet Metal Technician (Line/Base)	A
106	Lead Sheet Metal Technician (Shop)	A
107	Lead Composite Technician	A
110	Lead A/C Interior Repair Technician	A&P
111	Lead Trim Technician	A
<u>301</u>	<u>Lead Inspector</u>	<u>A&amp;P and a minimum of twenty-four (24) months experience working in Bid Area 301.</u>

## Article 4 - Seniority

### A. Company Service Date

An employee's Company Seniority, or "Company Service" date, begins on the date the employee was placed on the payroll when he was most recently hired by the Company. The Company Service date reflects adjustments for periods of inactive service as defined herein. The adjusted Company Service date is retained until the employee is separated from Continental employment. Company Service date determines benefit eligibility, vesting in benefit programs such as retirement, rate of vacation accruals and vacation bidding, pass boarding priority, and service pins/awards. Company Service date should not be confused with Craft Seniority (see paragraph C, below) which is used for most bidding purposes.

### B. Pay Seniority

Pay Seniority, determines an employee's position on the pay scale. While it is adjusted for periods of unpaid time off, such as leaves of absence, furloughs, LOAP, etc., step increases are given to employees after they complete the specified time as an active employee in a paid status, except as provided in paragraphs H.3(a) and (b) below.

1. Employees going from one Classification to another Classification, within the same Craft will retain their Pay Seniority.
2. Employees going from one Classification to another Classification, within different Crafts will have a Pay Seniority date based on their Craft Seniority in the new Craft, including any that they previously retained/accrued, unless the employee is forced to move to a lower paying Craft due to medical reasons in which case he shall retain the pay and pay seniority from the previous Craft.

### C. Craft Seniority

1. An employee's "Craft Seniority" date is established upon entering a Craft. Employees hired or transferred into a Craft will be placed on that Craft Seniority List on the first day they work in the Craft, including training/orientation days. For this purpose, employees working the night/graveyard shift (with a starting time before midnight) are considered as working on the day on which they begin their shift.
2. When two or more employees hold the same Craft date, their seniority ranking will be established based on their Adjusted Company Service Date. When two or more employees hold the same Adjusted Company Service Date, the seniority order will be determined by placing the employees in the order in which their birth dates fall in the calendar year, with the earliest date in the year being the most senior. Effective on the date of signing of this Agreement, if two or more employees hold the same Craft Date, adjusted Company Service Date and birthday, their seniority ranking will be established using the last four (4) digits of their social security numbers, the most senior being the one with the highest number.
3. Once an employee has attained a Craft Seniority date, that date is retained when moving to other Classifications within the same Craft.
4. Employees who move to a different Craft will continue to retain and accrue seniority in

the previous Craft(s) while working in the new Craft, except that a Technician who moves to the Utility Specialist Mechanic Craft will only retain Technician Craft Seniority for a period of six (6) years, and will not accrue Technician Craft Seniority while working as a Utility Specialist Mechanic, unless the move to Utility Specialist Mechanic is the next Bid Area following a RIF which bumped him from his Technician position or if the employee was forced to the Utility Specialist position for medical reasons.

D. Classifications And Crafts

The Classifications and Crafts covered by this Agreement are:

<u>Classification</u>	<u>Craft</u>
Inspector	Technician
<u>Lead Inspector</u>	<u>Technician</u>
Lead Technician	Technician
<del>RAMS Team</del>	<del>Technician</del>
GSE Coordinator	Technician
Technician	Technician
<u>Lead Utility Specialist</u>	<u>Lead Utility Specialist</u>
<del>Utility Mechanic Specialist</del>	<del>Utility Mechanic Specialist</del>
Cleaner	Cleaner

E. Seniority Lists

1. The Seniority Lists, which are in effect on the date of signing of this Agreement plus thirty (30) days will be recognized as the basis for all future discussions or challenges to Seniority.
2. The Company shall prepare and post system Seniority Lists by Craft Seniority showing the name, Craft Seniority date, and Company Seniority date for each employee, in the order of their Craft Seniority. In addition to the system-wide list, the Company shall also prepare and post a Station Seniority List with the same information as above, but listing only information for the current employees at that station. Both lists will be updated and posted sixty to ninety (60 – 90) days before the posting of the Shift Bid in each station and each Bid Area. Such lists will be subject to correction upon protest for a period of thirty (30) days. If no complaint is made within thirty (30) days of the posting, the list as published will be assumed to be correct, and thereafter no changes will be made except under extraordinary circumstances. Seniority lists will also be provided to the Union when they are posted. Electronic posting and transmission of seniority lists will be deemed sufficient to satisfy the posting and notice requirements of this Article, along with an electronic copy to each local union office.
3. **Probation**
  - a. New employees shall be on probation for the first one hundred eighty (180) calendar days of active employment under this Agreement. Upon successful completion of their probationary period, employees will be retained on the

Seniority List in the order of their craft date.

- b. An employee may be assigned and re-assigned to any shift and days off during the probationary period. Probationary employees will be allowed to bid for shift, work area and days off in accordance with Article 7, and the award of such bid shall become effective after successful completion of the probationary period.
- c. There is only one probationary period for each employee, except that an employee who leaves the service of the Company for any reason and is later rehired, will be treated as a new hire, including the serving of another period of probation. No credit for previous Company service will be given.
- d. With the Union's concurrence, the Company may extend an employee's probationary period, either for performance reasons, or because the employee is relocating to a different work area.
- e. The Company will evaluate probationary employees on a bi-monthly basis and document such evaluation for review by the Union if requested. If the Company does not evaluate a probationary employee in accordance with this paragraph the provisions of paragraph f below shall not apply.
- f. Employees may be discharged during their probationary period without a fact-finding meeting or recourse to the Grievance Procedure.

F. Loss Of Craft Seniority

Craft Seniority will be lost and the employee's name will be removed from the Craft Seniority list for the following reasons:

- 1. Resignation or termination, or
- 2. Retirement, or
- 3. Discharge for Just Cause, or
- 4. Failure to return to active service from a leave of absence, unless the failure to report was due to verifiable circumstances beyond the control of the employee, or
- 5. Failure to accept recall from lay off within fourteen (14) calendar days after written notice was received by the employee, or failure to report to work within fourteen (14) calendar days after acceptance of recall. Notice will be sent Certified Mail, Return Receipt Requested, to the last address on record with the company. Once notice of recall is received, the employee must report to work within twenty-eight (28) calendar days unless an extension is mutually agreed to between the Company and the employee. It shall be the responsibility of the employee to maintain their current address with the Company, or
- 6. ~~When an employee does not return from lay off status for six (6) years, or the employee's length of service, whichever is less, or~~
- 6. Voluntary transfer or promotion to an hourly or salaried job not covered by this

Agreement (excluding management positions in Technical Operations below the Director level), unless such transfer is because of a reduction in force that affects the transferring employee, in which case that employee will retain and accrue Craft Seniority, or

7. The employee does not return from a Medical Leave of Absence within five (5) years or the employee's length of service whichever is less, or as specified by applicable law.

G. Supervisory Or Special Assignment

1. Employees who are promoted on a permanent basis to any management or administrative position below the Director level will continue to retain seniority in the Craft(s) they vacated, but will accrue such seniority for only the first six (6) months while working in management.
2. When employees in management or administrative positions desire to return voluntarily to a Craft covered by this Agreement, in which they retain seniority, they may use their craft seniority to bid for available vacancies in said Craft, but in no event will an employee be furloughed or bumped from his location as a result of the return to the unit of a management or administrative employee.
3. When employees in management or administrative positions are involuntarily demoted, or reduced due to a Reduction-In-Force, they may exercise their Craft seniority to return to positions in Crafts in which they hold seniority, but in no event will an employee be furloughed or bumped from his location as a result of the return to the unit of a management or administrative employee.
4. Employees covered by this Agreement have priority to vacancies over those not covered by this Agreement, including employees in management or administrative positions who desire to return to a Craft covered by this Agreement.

H. Adjustment Of Seniority For Leaves/Furloughs

1. **30 Day Accruals**

During the following types of leaves, Company Service date and Pay Seniority will continue to accrue for the first thirty (30) days, independent of the calendar month. Beginning on the thirty-first (31<sup>st</sup>) day, Company Service date, and Pay Seniority will be adjusted for the remaining period of inactive service:

- a. Personal
- b. Educational
- c. Emergency

2. **90 Day Accruals**

During the following types of leaves, Company Service date and Pay Seniority will continue to accrue for the first ninety (90) days, independent of calendar month.

Beginning on the ninety-first (91<sup>st</sup>) day, Company Service Date and Pay Seniority will be adjusted for the remaining period of inactive service:

- a. Adoption
- b. Parental
- c. Company Offered Leaves ("COLA") (unless otherwise specified)
- d. Unpaid Medical Leaves, including Family Leave
- e. Furlough - Company Service date and Pay Seniority will continue to accrue for ninety (90) days, independent of the calendar month. Beginning on the ninety-first (91<sup>st</sup>) day, Company Service date and Pay Seniority will be adjusted for the remaining inactive service while the employee is on furlough. ~~At the end of six (6) years, or the employee's length of service, whichever is less, the employee will be administratively terminated and receive no seniority for previous employment.~~ Employees who are recalled and accept positions covered by this Agreement will rapidly re-accrue Company Service and Pay seniority on a two (2) for one (1) basis each day after their return from furlough. Such a rapid re-accrual shall continue until all lost days are re-accrued at which time employee shall return to the normal day to day accrual rate for both Company Service and Pay Seniority.

**3. Accruals for Longer Periods**

During the followings types of leaves, Company Service and pay seniority date will not be adjusted for the duration of the leave:

- a. Military
- b. Unpaid Occupational Injury (maximum five (5) years or length of service, whichever is less)

**4. Craft Seniority**

Craft Seniority will continue to accrue while on leave or furlough, except as otherwise expressly provided herein.

**5. Union Leaves**

Employees on Union Leaves will be treated as provided in Article 18 (Q) while working on Union leave.

## Article 5 - Filling Of Vacancies

- A. A vacancy, as used herein, refers to a position to be filled by the bid- process. A position to which an employee has recall or displacement rights is not considered a vacancy.
- B. Any non-probationary employee may bid on any posted vacancy created as a result of a new or vacant position. The vacancy will be awarded to the senior qualified bidder in accordance with the procedures specified below. The qualifications required are specified in Article 3, Classifications of Employees. An employee may bid on more than one job at a time. If he is the senior qualified bidder, as defined in Article 3, on more than one position, he shall have the right to choose which to accept. Except for special postings, employees shall be restricted from bidding for one (1) year after the commencement of their probationary period. Notwithstanding the provisions of paragraph D.1 below, in the event that more than one position is open for bid at the same time an employee may accept the first position offered as well as accept the second or more positions offered provided he is the senior bidder on all said positions.
- C. When the Company fills a vacancy, it will do so in accordance with the following provisions:
1. **Standard Bid Procedure**
    - a. All vacancies described in paragraph C.1.b, below, will be electronically "posted" for fourteen (14) calendar days. A hard copy announcement of the vacancy will also be posted in all Work Areas within each Bid Areas with an electronic copy being sent to the Union. All other vacancies (in existing station/Bid Areas) will not be posted, but will be filled as provided in paragraph C.2, below. Bids must be completed on the appropriate electronic bid form and submitted by the closing date shown on the posting. Postings will contain:
      - i. Job Title, and
      - ii. The Station and Bid Area in which the vacancy is to be filled, and
      - iii. Other qualifications as stated in Article 3 of this Agreement, and
      - iv. The posting date, closing date and time, of the bid, and the report date for the new position, which will not be less than fourteen (14) days after the closing date.
    - b. Vacancies that require posting are:
      - i. Inspector, or
      - ii. Lead Technician, or
      - iii. Lead Inspector, or
      - iii. ~~RAMS Team, or~~

- iv. The initial filling of any vacancy, if a new station is opened or if a new Bid Area is created in an existing station. Subsequent vacancies will be filled using the Preferential Bid Procedure.
- c. Unless the bid has previously been canceled, immediately after the closing date and time, the bids will be reviewed and the successful bidder will be determined. The results of the bid selection will be electronically posted with a copy being sent to the Union, and the successful bidder will be notified no later than three (3) calendar days after the closing date.

## 2. Preferential Bid Procedure

- a. Employees covered hereunder, active or inactive, desiring to express an interest in future vacancies in an existing Bid Area, Classification, or station, other than those listed in C.1, above, may submit an electronic preferential bid at any time. Bids will remain on file until December 31 of the year in which they are submitted. Bids may be withdrawn or modified at any time before they are awarded.
- b. A complete listing of Bid Areas, vacancies to be filled, and position qualifications in each station will be posted electronically.
- c. Each bid received will be acknowledged and electronically filed in the Preferential Bid file in Craft Seniority order.
- d. When an approved vacancy exists, the senior qualified bidder will be offered the vacancy. That employee shall have three (3) working days to respond to the offer. Absent extenuating circumstances, once an employee has been contacted and accepts the preferential bid the employee must report to the new position or lose all bid rights for the next one hundred eighty (180) days. If the employee is contacted and declines the vacancy, the preferential bid will be discarded without penalty to the employee. To reapply the employee must submit a new preferential bid.
- e. The results of the bid selection will be electronically posted with a copy being sent to the Union. Such postings will include the names of all who had a bid on file at the time of selection. Postings will also include the full list of candidates from top to bottom in order of offer and/or award as well as a time stamp of the entire selection process from start to finish.
- f. Within sixty (60) days of ratification of this Agreement the Company shall put a system in place that will allow the Union to review any and all preferential bid selections that have occurred upon request.

## D. Bid Awards

- 1. Once awarded a vacancy, an employee will not, for a period of one (1) year, be awarded another vacancy, unless the employee is bidding to a higher paying position, or he is

effected by a Reduction In Force However, if the Bid File is empty the one (1) calendar year waiting period will be waived by the Company, and qualified employees covered by this Agreement shall have preference to the vacancy over those from outside the unit.

2. Except as otherwise specified by law, an employee on a leave of absence must have returned to work by the closing date of the bid in order to be considered for filling the position.
3. Provided that the same standards for filling the vacancy are used as were listed on the original posting, a vacancy which is not filled after using the preferential and/or standard bid process may be staffed with either an interested employee within the Company or a new hire. Alternatively, The qualifications will may be reduced, changed, or eliminated by mutual agreement between the Company and the Union, and the vacancy reposted, for bargaining unit employees to bid on with the altered qualifications prior to filling the vacancy with a new hire. The Company may also re-post a vacancy without altering the qualifications ("Special Posting"), waiving any other restrictions employees may be under pursuant to this Article. Employees already in the preferential bid file will not have to reply to the "Special Posting". After the closing date of the "Special Posting" the Company will add the names of those who responded to the "Special Posting" to the already existing preferential bid file list and select the employee to fill the position in accordance with this Article.
4. An employee who, through the bidding process, is awarded a vacancy to a Bid Area or Classification in which he has never worked, will be placed on a "Qualifying Period" of sixty (60) calendar days. During this period the employee shall be required to demonstrate his ability to learn and perform the work of the new assignment. During this period the employee will give his full co-operation to management, and likewise, management will give the employee their full co-operation and assistance. If during the Qualifying Period it is determined that the employee is not making reasonable progress in the new position, management will;
  - a. Counsel the employee on the specific work areas which need improvement, and allow a reasonable opportunity to monitor that improvement. If, following that opportunity, the employee is still not progressing satisfactorily, management will;
  - b. Give the employee a written statement, detailing the specific areas needing improvement, again allowing a reasonable opportunity to monitor that improvement. If, following that opportunity, it is determined that the employee is not qualified to perform the job satisfactorily, the Company will give him a written letter of disqualification.
  - c. With the Union's concurrence the Company may extend an employee's Qualifying Period up to thirty (30) calendar days.
  - d. If an employee is disqualified under this Section or resigns from his new Bid Area during the Qualifying Period, he will be required to return to his former Bid Area and shift. If that position is no longer available, the employee will be allowed to exercise his seniority as described in Article 6, Reduction In Force

- e. If an employee is disqualified under this Section or resigns from his new Bid Area during the Qualifying Period, the next most senior qualified employee from the original bid will be offered the position vacated by the disqualification/resignation.
  - f. An employee who is disqualified or resigns hereunder, will not be allowed to bid/displace for one (1) year to the same Bid Area. If an employee is disqualified/resigns a second time from the same Bid Area, the employee will not be allowed to bid/displace that same Bid Area, regardless of station again, without demonstrating new or additional qualifications.
5. If an employee is the successful bidder for a position located at a Point other than the Point where he is based, unlimited positive space passes (fee waived) space available fee waived transportation will be furnished the employee and eligible family members for a period of thirty (30) calendar days. All other expenses of the transfer will be paid by the employee. At the employee's option he may elect to use any vacation time he has available for the purpose of moving. A reasonable period of unpaid time (determined by the employee and management) will be provided to the employee at the time of transfer, or shortly thereafter, to move. In no case will an employee be obligated to report to his new assignment sooner than fourteen (14) calendar days after acceptance unless mutually agreed to by the employee and management.
  6. Unless a different report date is mutually agreed upon by the employee and the Company, a successful bidder who is prevented by the Company from actually transferring to his new position on the report date as stated in the posting will be compensated for any lost compensation resulting from a difference in his base pay rate resulting from being held in his present position.
  7. Should a vacancy to be filled as a result of another employee transferring out of a position, the report date for the employee filling the vacancy will be no sooner than the day after the employee vacating the position transfers out.

E. Temporary Upgrades And Assignments

All vacancies, with an anticipated duration of less than sixty (60) days, will be filled in accordance with the following:

1. If the need arises to temporarily upgrade an employee to a Lead, the temporary vacancy will be filled by either an available Lead on overtime or working a trade in the Work Area where the upgrade is needed, or by offering it to the senior qualified employee in the Craft in that Bid Area, shift, and permanent crew. If no employee on the crew volunteers for the position, the temporary vacancy will be filled by assignment to a Lead on overtime or working a trade outside the Work Area where the upgrade is needed, or to the junior qualified employee in the Craft in that Bid Area, shift, and permanent crew.
2. Except for positions occupied by incumbent employees who are absent in accordance with Article 10, Leave Of Absence, positions covered by this Agreement may not be filled on a temporary basis by upgrade, ~~or assignment to another Work Area and/or Bid Area,~~ for more than sixty (60) cumulative working days within a rolling twelve (12) months. To allow accurate tracking of such ~~assignments,~~ notice of temporary upgrades

~~and/or assignments of a full shift or more to another Bid Area~~ notice will be given to the Union Representative or his designee by the Supervisor requesting such upgrade. ~~or temporary assignment.~~ Within sixty (60) days of the ratification of this Agreement the Company and the Union shall meet and agree upon a form for the purpose of tracking such upgrades.

3. The time limit provisions of this Section shall not apply to a Temporary Vacancy created as a result of Section F, Paragraph 2.
4. In order to be upgraded as a Lead, an employee must have passed his probation and/or Qualifying Period in the Bid Area for which the Lead upgrade exists.

#### F. Voluntary Reduction In Classification

Inspectors and Leads in all Crafts and Classifications may voluntarily downgrade, permanently or temporarily, to a different/lower Classification in any Craft in which they maintain Craft Seniority. This may be done in the following manner:

1. If a vacancy exists at his Point, after Recall and Reduction in Force Procedures have been complied with in that order, an Inspector or Lead may fill the vacancy on a permanent basis prior to its being filled by a less senior preferential bidder. If two or more employees at a Point wish to downgrade at the same time, any competition between them for a vacancy shall be resolved by the use of Craft Seniority, with the most senior being awarded the vacancy. Any Inspector or Lead who downgrades in this manner is prohibited from bidding for, or accepting, an Inspector or Lead position, as the case may be, for a period of one (1) year beginning from the date of his downgrade. Downgrading employees do not have recall rights to the position they vacated. The resulting vacancy in the Inspector or Lead Classification will be filled using the procedures outlined in this Article.
2. If no vacancy exists at his Point, an Inspector or Lead may nonetheless downgrade temporarily (six (6) months or less) to a different/lower Classification, provided there is another employee at the Point who is qualified for temporary upgrade to the position vacated. At the end of six (6) months the downgrading employee must return to his Inspector or Lead position unless he was awarded, by way of preferential bid, a permanent vacancy at the Point, or within the system, during the six (6) month period. If the employee refuses to return to his Inspector or Lead position he will be placed on LOAP status, not to include displacement rights. In that case his recall rights will be limited to the lower Classification, and not to the Inspector or Lead Classification. Any resulting vacancy in the Inspector or Lead Classification will be filled using the procedures outlined in this Article. Should a shift rebid occur during the period of the downgrade, the downgrading Inspector or Lead will bid as Inspector or Lead and the upgrading Technician will bid as a Technician. The two employees shall assume each others' bidded positions for the duration of the downgrade. An employee who downgrades temporarily may not do so again for one (1) year following return to his Inspector or Lead position. An employee may not downgrade in this manner more than three (3) times during his employment with the Company.

## Article 6 - Reduction-In-Force (RIF) and Recall

- A. When the number of employees must be reduced, Craft seniority shall govern. The employees with the least Craft Seniority by classification, by station in the affected Bid Area will be reduced.
- B. Beginning with the most senior employee affected by a reduction as provided in paragraph A above, employee(s) affected by a RIF may exercise Craft Seniority in the following order:
1. Displace the junior employee in any Bid Area within his Craft/classification (unless the employee chooses to displace to a lower Craft/classification), at his station/Point for which he meets the minimum qualifications in accordance with Article 3, and in which he has the seniority to displace, or at the employee's option, displace the system in the Bid Area from which he was reduced in any station/Point his seniority will allow.

Note: For purposes of this Article (Reduction-In-Force) the following geographic locations, having two (2) or more stations in close proximity to one another, are considered one (1) Point:

IAH – HOU – VIC, MIA – FLL, LAX- SAN – SNA, EWR – LGA, GSO – RDU, and ~~DIA – DEN~~

An employee at one of these stations may elect to bump a more junior employee at the other station within the same Point (e.g. IAH-HOU) in the manner described in paragraph B.1 above. The parties agree that during the term of this Agreement they will meet and confer at either party's request regarding the need or desire to add to or delete from the list of stations considered to be a single Point.

2. If unable to exercise all options in B(1) above, that he is qualified for in accordance with Article 3, that would enable him to displace at his home station/Point or any of his selected options he chose on the system in his Bid Area, in a manner that would allow him to remain at his current base rate or higher (excluding shift and line premiums), he may staff any position in the system he has the seniority to displace and for which he meets the minimum qualifications in accordance with Article 3. (note: need to clarify based on discussions with Cal during the 2005 station closures)
3. At his option, the employee may take lay off at the point ("LOAP") in lieu of any of the foregoing.
4. If the Company decides to move work from one Company location to another on a permanent basis (i.e., sixty (60) days or more), resulting in a net head count loss at the location losing the work, beginning with the most senior employee in the affected Bid Area, the net number of affected employees in the affected Bid Area shall have the option to exercise seniority to follow that work to the location or locations to which it is transferred, before vacancies are offered to other employees, including those with recall rights or new hires, at the location or locations. An employee who declines to exercise his seniority and becomes excess in the Bid Area shall then become surplus within that

location and shall be afforded his furlough and recall rights under this Article.

- C. An employee affected as well as employees who potentially may be affected by a RIF who fails to exercise his options within seven (7) calendar days after written notification was delivered in person, or within ten (10) days after written notification was ~~received~~ sent via Certified Mail, (Return Receipt Requested) to the current address on file with the Company, will be placed on LOAP, absent extenuating circumstances. The potentially affected employees' option sheets will not be exercised unless that employee is affected by the reduction in force.
- D. The recall procedures in this Article will be applied before a permanent vacancy is filled by operation of either the bumping procedures described above or the bidding procedures described in Article 5. During a reduction-in force ("RIF") the company will "freeze" the system-wide preferential bid file no later than the day RIF notices are issued, and will not fill vacancies on the System until all RIFs are finally processed. The Company shall maintain records reflecting system-wide staffing. The Company will inform the Local Union prior to filling any position(s). In addition, at the time of any RIF (when the preferential bid file is frozen) the Company will provide the International and the affected Local Union(s) with a "snapshot" of the system-wide staffing including positions staffed, positions not staffed (vacancies), and positions to be eliminated. In addition, throughout the RIF process the Company will maintain and keep sufficient documentation, whether electronically or otherwise, to permit an audit if requested by an affected employee or the Union.
- ~~E.~~ After the Company completes the RIF process, an employee who is to be placed on LOAP will be given a minimum of fourteen (14) calendar days written notice in advance of the effective date, or straight time pay in lieu of such notice. ~~Employees will not be entitled to notice/or pay in lieu of notice if the RIF is due to circumstances beyond the control of the Company, such as an act of God, a war emergency, revocation of an operating certificate, grounding of aircraft, or a strike.~~
- F. An employee who is laid off will receive full payment for unused vacation time credited from the previous year, as well as vacation accrued up to the time of lay off. However, at the employee's option he may keep his accrued vacation bank, to be used if recalled, until the end of the calendar year in which it was accrued for. If not recalled by December 31<sup>st</sup> of that year he will be paid for all such hours stated above. An employee may, at his option, receive full payment for all unused sick time he has accrued pursuant to Article 11 (M)-1.
- G. An employee on lay off will continue to have standard employee pass privileges for six (6) months beginning with the effective date of his lay off.
- ~~H.~~ ~~An employee's recall rights to a Point and Classification remain in effect throughout his active employment with the Company. However, recall rights of furloughed employees expire after the period of time equal to an employee's length of service, or six (6) years, whichever is shorter. If he has not been recalled at that time, the employee's name will be removed from the seniority list, and he will have no further rights under this Agreement. An employee will have lifetime recall rights in accordance with the provisions of this article.~~
- I. Recall to a permanent vacancy will be in Craft Seniority order, beginning with the most senior employee, among those employees who have recall rights to that vacancy, provided the employee has the qualifications for the job as set forth in Article 3, Covered Crafts, Classifications, Qualifications and Bid Areas.

- J. An employee will have recall rights to every Classification for which he is qualified at his current station (the station he has displaced to pursuant to this Article), provided it does not result in a lower base rate of pay, and to every Classification for which he is qualified at each station/Point from which he was involuntarily displaced by application of these RIF rules, provided that he has not declined recall to the same Classification at the same station/Point since his most recent reduction or displacement from same, or otherwise lost his recall rights pursuant to the terms of this Article. An employee will not lose his recall rights to the station he was furloughed from if he accepts a position at another station within the same point.
- K. An employee will lose his recall rights to a vacancy at a station/Point if he refuses recall to the same Classification at the same station/Point. Refusing recall to one Classification will not result in loss of recall rights to a different Classification at the same station/Point. An employee with recall rights who voluntarily transfers to a vacancy at a station/Point other than those from which he was RIFed will not forfeit his recall rights. An employee on furlough status shall have the right to bid for vacancies on the system pursuant to Article 5 without forfeiting his recall rights.
- L. An employee who is on LOAP may refuse temporary recall of less than 180 days without loss of recall or employment rights. When a temporary position becomes permanent, the recall provisions of this Article will be used to fill the position regardless of temporary staffing.
- M. To maintain eligibility for recall, furloughed employees must keep a current address and phone number on file with the Company. An employee will be administratively terminated, absent extenuating circumstances, if written notice of recall is undeliverable at his last address of record (notification of recall will be mailed return receipt requested); if he fails to accept recall from furlough within fourteen (14) calendar days of receipt of notification; or if he fails to report to work within fourteen (14) calendar days after acceptance of recall, unless mutually agreed otherwise between the Company and the employee.
- N. In the event of administrative termination due to failure to accept recall, or to report after acceptance of recall, written notice of that action by the Company will be sent by mail, return receipt requested, to the employee's last address of record and to the employee's local Union.
- O. For Employees not on furlough or lay off status (those still working, but in different positions within the Company) who are being recalled, the Company may hand deliver an unregistered and uncertified written recall notice to such employee provided that a signature receipt is obtained from the employee.
- P. If an employee is unable to return to the service of the Company at the time of recall because of an illness or injury, he shall remain on furlough until he is released by his doctor to return to work. In order to preserve his rights under this Agreement, an employee must notify the Company within the fourteen (14) day response period as specified in Paragraph M above, and provide proper medical documentation as provided by the employee's attending physician as soon as possible. Once released to return to work, the employee may at that time exercise his seniority in accordance with paragraphs I and J and his original notice of recall.
- Q. Employees' medical benefits will continue at the active employee's contributory Collective Bargaining Agreement rates for the duration of the furlough. ~~until the end of the month in which pay continuation furlough pay ceases, as provided in paragraph S.2 below.~~

R. A copy of all furlough and recall notices provided to employees pursuant to this Article will be sent to the Union at the same time that the notice is provided to the employee.

S. Furlough Pay

1. An employee who has completed at least one (1) year of compensated service with the Company prior to being laid off, through no fault or action of his own, shall receive furlough pay as provided by paragraph S.2 of this Article, paid as pay continuation, but shall not receive furlough pay if any one (1) or more of the following conditions exist:
  - a. He exercises his seniority to remain in the employ of the Company.
  - b. He accepts any other employment with the Company or refuses to accept a job in his own classification at his base or station as provided for in this Article 6.
  - c. He fails to exercise his seniority in any classification which would enable him to remain in the employ of the Company, except that refusal to exercise his seniority at another station/Point shall not prevent him from receiving furlough pay
  - d. He is dismissed for just cause, resigns or retires.
2. The amount of furlough pay due under this Article shall be based on the length of actual straight time compensated service with the Company, shall commence on the first day following the effective day of his furlough, and shall be computed on the basis of the employee's regular "Hourly Base Rate of Pay" as defined in Article 15 at the time of layoff as follows: three (3) one (1) weeks of furlough pay for each year of service. ~~to a maximum of thirteen (13) weeks.~~

## Article 7 - Hours Of Service

- A. The normal workweek consists of five (5) consecutive workdays, followed by two (2) consecutive days off. The normal day is eight (8) hours of work with a thirty (30) minute ~~unpaid meal period~~ paid meal period included. A twenty (20) ~~ten (10)~~ minute rest period will be given during the first half of the shift and another twenty (20) ~~ten (10)~~ minute rest period will be given during the second half.
- B. In certain locations the normal work week consists of four (4) consecutive work days of ten (10) hours per day, with a ~~an unpaid thirty (30) minute~~ paid meal period included, followed by three (3) consecutive days off. Three (3) twenty (20) ~~ten (10)~~ minute rest periods will be given during the ten (10) hour shift.
- C. At no time will the Company schedule an employee for less than forty (40) hours of work per week, except as required by law.
- D. Employees who do not receive a thirty (30) minute meal period between the 3rd and 6th hours of their regular shift will, at the employee's discretion in conjunction with the needs of service, receive one of the following two (2) options:
1. Receive thirty (30) minutes additional pay at the applicable overtime rate, or
  2. Leave work thirty (30) minutes early with pay before the normal shift end time.
- ~~The Company may, if concurrence is reached with the local Union Representative, establish a paid meal period for any or all of a given work group. (Was Old E)~~
- E. Starting and ending times of each shift, whether eight (8) or ten (10) hours, will be posted at each Shift Bid and will under ordinary circumstances remain unchanged until the next shift bid. Should the starting/end time be changed by ~~one (1) hour or more~~ than thirty (30) minutes, all shifts in that Bid Area will be re-bid.
- F. Day shift shall be considered the first shift of the day, and is any shift which begins on or after 0600 ~~0500~~ and up until 1000. The swing shift will be considered the second shift of the day, and shall start no earlier than 1001 nor later than 1600. Graveyard shift shall be considered as the third shift of the day, and is any shift which begins at or after 1601 and prior to 0600 ~~0500~~.

G. Duty Limitations

~~Except in emergencies, as defined in Article 2, an employee shall not work more than twenty (20) work hours, exclusive of lunch, in his twenty four (24) hour day, nor more than thirty six (36) work hours, exclusive of lunch, in any two (2) consecutive twenty-four (24) hour days. An employee's twenty four (24) hour day begins with the starting time of that employee's regularly scheduled shift. Job continuation in conjunction with a shift in progress is permitted in conjunction with these maximums.~~

- G. Except as otherwise provided in this Agreement, when an employee has his hours of work temporarily changed and is thereafter returned to his regular assignment, he will have ~~eight (8)~~ nine (9) hours rest after his last preceding work assignment. In the event that the rest period extends into the employee's regular work shift, he shall be paid at straight time rates for the time lost from his regular schedule which would provide him with the ~~eight (8)~~ nine (9) hours rest. If an employee is not provided with the rest period as prescribed above, he shall receive his applicable overtime rate for all hours worked until such time as the employee is relieved for a rest period of no less than nine (9) ~~eight (8)~~ hours.

H. Adverse Conditions

In any location the Director of Technical Operations or his designee may declare the day an "Adverse Condition Day." The Company shall establish a phone contact number that employees can call to determine the status of their specific work facility during adverse conditions. Upon contact the employee will be given the time of day the last message was updated and a definitive answer as to the current status of their facility during adverse conditions. Failure of the Company to give a definitive answer (either "Non-Adverse", "Adverse Facility Open" or "Adverse Facility Closed) will result in all employees at that location to be entitled to paragraph 1 below (Adverse Conditions-Facility Open)

(Note: One location within a facility may be Open while another is Closed, even though both are in a single location that has been declared to be under Adverse Condition rules, however, under no circumstances will any location(s) within one facility be deemed to be under Adverse Conditions while another is not.)

(Note: Decisions made by federal state or local government officials concerning travel or accessibility to the work place shall be considered in determining individual employee's ability to report to work. Employees unable to report to work due to above made decisions shall be entitled to the provisions in paragraph 1 below (Facility Open).

When an Adverse Condition has been declared, absence from duty will be treated as follows:

1. Facility Open

- a. On an Adverse Condition Day an employee will be allowed to report for work up to sixty (60) minutes late with no loss of pay for absence/tardiness. An employee arriving later than sixty (60) minutes after the beginning of the shift will be paid only for the actual hours worked. In neither case will an employee be charged with an absence/tardiness.
- b. Occasionally an employee is delayed or absent due to adverse conditions. If an employee is unable to report to work, he will not be paid for that day, nor will he be charged with an absence, but will be allowed to make up the day within a period mutually agreed to by the employee and his supervisor. This period will not be greater than fourteen (14) calendar days, unless agreed to by the employee and his supervisor.
- c. In departments that operate seven (7) days per week or allow day at a time vacation, an employee will be allowed to use any deferred or floating holidays or a vacation day to make up work missed when absent due to adverse conditions.
- d. An employee who is scheduled and does report to work on time will be entitled to full pay for the day unless the employee is not needed and voluntarily takes the day without pay (AUTO).

2. Facility Closed

- a. When the decision to close a facility is made before the start of a shift, the Company will try to notify employees not to report to work. An employee who misses work due to a facility closure will be paid for ~~the~~ all hours missed ~~for the first day while the facility is closed.~~ After the facility has been closed, the Division Head will determine when the facility can expect to reopen and notify all affected employees. ~~how pay and/or make-up hours will be handled.~~
- b. At locations that have more than one (1) shift assigned to work, the decision to close may apply to only one (1) shift. When the decision is made to close a facility during a shift, an employee who is at work at the time of the decision will receive pay for the remainder of the scheduled shift.

- c. Absence due to a facility closure will not be treated as an absence.

## I. Shift Bids

1. All employees covered by this Agreement have an assigned Bid Area. Within the Bid Area, all employees work an awarded shift with scheduled days off. In some Stations, generally the larger ones, certain Bid Areas may consist of several different Work Areas (ie: Zone1, Zone2 etc., Wide Body Crew, Hangar 55, Hangar 56, GSE Line, GSE Hangar etc.) In these instances all employees will have the option to bid, by seniority, into different work areas within the same Bid Area during each local Shift Bid. Except relief shifts, each employee shall have the same starting time on each of his regularly scheduled workdays. Employees transferring into a Bid Area will select a "Shift and Days Off pattern" from those available by Craft Seniority. (See, LOA #10, at page 1.)
2. At least twice a year (i.e., on a semi-annual basis, generally near the spring and fall time changes) each Bid Area will have a "Rebid for shift and days off." In no event will such rebids be separated by more than nine (9) months unless all employees in the Bid Area agree to waive such rebid. The Company will confer with the Local Union at each Station regarding to mutually agree upon staffing levels and shift/day off patterns in each Bid Area/Work Area prior to posting the shift bid.
3. Shift bids will be posted by the Company at least 30 days before bidding starts. Results of the shift bid will be posted by the Company at least seven (7) days before its effective date. To minimize disruption of work schedules, the effective date of a shift bid will be the first day of a pay period.
4. When a new or vacant shift becomes available, the senior interested employee(s) in the Bid Area will be given the opportunity to fill the new or vacant shift(s). The remaining shift(s) may be filled by the new or transferring employee. The Company may temporarily fill the position prior to the completion of the bid process. (See LOA #14, at page 1.) Note: paragraph separated for clarity reasons and not contractual intent changes.
4. ~~Employees on a Qualifying Period shall be allowed to bid, however, for the remainder of the Qualifying Period the Company may assign them where needed. Upon completion of the employee's Qualifying Period he shall assume the shift and days off which he was awarded on the shift bid.~~

5. An employee on an occupational injury or sick leave who wants to participate in a shift bid must provide a physician's statement verifying a return to work date that is within sixty (60) days of the effective date of the shift bid. Employees on other forms of leave similarly may bid provided they have a scheduled return date within sixty (60) days of the effective date of the shift bid. Employees who do not return within sixty (60) days of the bid's effective date will have their bids canceled and upon return will be subject to placement on a shift by the appropriate supervisor.
6. An employee transferring into a Bid Area will be allowed to participate in any shift re-bid in his new Bid Area if the closing date (the day the last person bids) of the shift re-bid is after the award/posting of the transfer. Employees awarded and accepting a transfer will be notified by the Company about current or upcoming Shift Bids that might be taking place in their new Bid area.
7. Employees scheduled to work more than four (4) or five (5) consecutive days (depending on a ten (10) or eight (8) hour shift) in a work week, or more than eight (8) or ten (10) hours in a twenty-four (24) hour period, during the transition to a new shift/days off scheduled will be paid at the applicable overtime rates of pay pursuant to Article 17. ~~straight time.~~ Conversely, an employee who, because of a shift bid, is scheduled for less than a forty (40) hour week, will be allowed to work a shift(s) at straight time in order to obtain forty (40) hours of straight time.
8. Unless an electronic system is implemented or the parties in a Bid Area agree upon some other procedure, employees in a Bid Area will be assigned a bid time of not less than five (5) minutes on the day designated for a shift re-bid. Each employee shall either appear (in person or by phone) at the designated place to indicate his preference to the designated management representative or submit a written "pre-bid" to the designated management representative, prior to the shift re-bid. Written confirmation will be provided to employees submitting written pre-bids. The assigned bid times and bid office phone numbers will be posted with the Shift Bid at least thirty (30) days prior to the actual bid date and will have bid times separated in ten (10) minute intervals, unless mutually agreed to otherwise locally, to accommodate any new/transferring employees.
9. If during the awarding process an employee does not bid at his assigned slot the employee may bid on the remaining available slots at the time he notifies the appropriate office.
10. If the Company determines that it wishes to employ a technological bidding process that renders any of the terms of this Article obsolete, the Company and the Union will meet for the purpose of negotiating the implementation of the new technology.

## J. Day And Shift Trades

1. Employees may agree among themselves, qualifications permitting, to:
  - a. Trade one or more of their days off with each other (“Day trade”);
  - b. Exchange shifts on the same day, or another day (“shift trade”); or
  - c. Trade a shift to another employee without the other employee doing likewise (“one way trade”). Employees may trade away a maximum of sixty (60) ~~thirty (30)~~ “one-way” shifts in any six (6) month period, provided the employee works five (5) shifts in a calendar Month. For each “one way trade” worked by an employee a “one way trade” off will be re-credited towards the employee’s “one way trade” off sixty (60) day limit. Employees on a one way trade off will be allowed to use vacation time to make up for all hours on the unpaid trade day off, provided they were not able to get the day off by way of a VAC-DAT. Management must document and sign a statement of refusal of VAC-DAT before they can backfill a one way trade day off with VAC-DAT. Violation of this paragraph shall result in an immediate overtime bypass and the next eligible employee on the overtime list shall be paid for eight (8) or ten (10) hours, whichever is applicable, at the applicable overtime rate.
  - d. Employees may trade for a maximum of four (4) additional shifts in any work week. Of these four (4) additional shifts, employees will be allowed to work a maximum of two (2) back-to-back (double) shifts per work week. (i.e.: an employee is normally scheduled to work day shift with Saturday and Sunday off, such employee may work an additional shift on his Monday and Tuesday utilizing the trade day provisions of this article. He would not be eligible for an additional shift utilizing the trade day provisions of this article on his Wednesday. He would then be eligible to pick up an additional shift, utilizing the trade day provisions of this article on both his Thursday and Friday).Note: the additional example has been added to clarify the existing practice and not to add to or change the intent of the existing language.
  - e. Employees working a trade day will be considered as working a normal shift and will be eligible for all pay covered under this Agreement, including but not limited to sick pay, jury duty pay, occupational injury pay, all pay applicable to the rest violation provisions in this Agreement, vacation pay, planned and unplanned field trips, prior and following shift overtime etc.

- f. Employees on a trade day off will be eligible for overtime, pursuant to Article 17, on the remaining two (2) shifts on the day of the trade day off.
1. If one employee is on ten (10) hour shifts and the other employee is on eight (8) hour shifts, then both employees will work each other's assigned shifts. The foregoing trades may result in an employee working more than four (4) days (in the case of ten (10) hour shifts) or five (5) days (in the case of eight (8) hour shifts) in a work week, and/or more than eight (8) or ten (10) hours, as the case may be, in a twenty-four (24) hour period. In all such cases those employees will be paid straight time.
  2. Except in case of emergency, employees will provide reasonable written/electronic notice of day/shift trades. Employees who agree to make a specific trade should fill out and sign a form stating the dates and times of the trade. That form must then be submitted to the appropriate supervisor who shall then acknowledge receipt of it with his signature, even though his approval of the trade is not required. Each of the employees is then responsible for his own attendance on the date and times of the agreed trade. Upon reporting for work, a trading employee must give the appropriate supervisor the name of the employee whose place he is taking.
  3. However, an employee who orally arranges for a trade without filling out the appropriate form, and without obtaining a supervisor's written receipt, will be held responsible for his own attendance and that of the other employee agreeing to the trade.
  4. When reporting for a trade the employee must report to the work area of the employee he traded with prior to the start of the shift and advise the supervisor on duty who he/she is trading with.

## Article 8 - Holidays

- A. Employees covered by the this Agreement will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Friday following Thanksgiving, Christmas Eve, the Employees Birthday and four (4) Two (2) floating holidays. Floating holidays and the employees Birthday shall be scheduled as follows:
1. ~~During the year, subject to the needs of the service, the employee may request Floating Holiday(s) for a specific day or sequence of days if the employee has Floating Holiday(s) available. Requests may not be submitted more than sixty (60) days in advance, but should be made at least seventy-two (72) hours in advance. An employee will not be denied a Floating Holiday(s) if open weeks exist as set forth in B.4 of Article 9. The employee will not be denied the request, if it is made no more than ninety (90) days in advance. However if an open week does not exist, it shall be mutually determined by the employee's Steward and immediate Supervisor or designee as to whether or not the request is granted based on manpower available on the day requested. The Supervisor will have an answer to the employee's request by the end of the employee's work day on the day the request was made.~~
  2. Once a request has been properly made, the Floating Holiday(s) must be taken as scheduled unless agreed to otherwise by the employee and the supervisor.
  3. Floating Holidays cannot be scheduled on any other holiday.
  4. An employee will observe his Birthday, for the purpose of taking the day off with pay, on the actual date. However, subject to the needs of the service an employee may request his Birthday be observed on any other day in the month in which his Birthday falls. Requests may not be submitted more than ninety (90) days in advance, but should be made at least eight (8) hours in advance if foreseeable. In the event an employees Birthday falls on February 29, March 1 shall be considered as his Birthday for the purposes of this Article. If the employees Birthday falls on another of the holidays specified above or one of his regular scheduled days off, his next following workday shall be considered as his Birthday. At the employee's option he may choose to work his Birthday and be compensated as he would be for any other stationary holiday in A.1 above.
- B. For holiday staffing purposes, all employees regularly scheduled for duty will be expected to report for work on their regularly scheduled shift. A volunteer list with the number of employees required per shift and work area will be posted by the Company in each work area at least fifteen (15) days before the holiday. Within seven (7) days of posting employees must indicate in writing their preference to work by signing the volunteer list, or to receive the day off by not signing the volunteer list. Only those employees assigned to the work area will be eligible to sign its respective volunteer list. If there are insufficient volunteers to work the holiday, and reduced staffing is authorized, awarding of the day off will be in craft seniority order, beginning with the most senior employee, and will be posted seven (7) days before the holiday. If there are more volunteers to work than are needed for holiday staffing purposes, assigning of the day off will be in inverse craft seniority order, beginning with the most junior employee (including probationary employees). Employees scheduled to work a particular shift and work area on a

- holiday who sign up on the volunteer list desiring to work the holiday will have first preference to work their shift when there are more volunteers than needed. No employee scheduled to work on a holiday who expresses a desire to do so will be assigned the day off. (compare against electronic format in place currently IAH etc.)
- C. If an employee works on a holiday he will be paid time and one-half (1½) his hourly base rate of pay for all hours worked, in addition to eight (8) or ten (10) hours, depending on his regular schedule, of straight time holiday pay. Premium hours paid on a holiday will not be transferred onto the employees overtime hours as defined in Article 17, Overtime. All overtime worked on a holiday will be pursuant to Article 17.
- D. All overtime worked on a holiday will be pursuant to Article 17. (language moved for clarity reasons).
- E. If a holiday falls on an employee's regularly scheduled work day and the employee is excused from working that day, the employee will receive eight (8) hours pay at the employee's hourly base rate of pay if the employee's regular schedule is eight (8) hours and ten (10) hours pay at the employee's hourly base rate of pay if the employee's regular schedule is ten (10) hours.
- F. If a holiday falls on an employee's regularly scheduled day off the following will occur:
1. At the employee's option, he will be given another day off immediately before or after the employee's regularly scheduled days off with eight (8) or ten (10) hours pay at the employee's base rate or,
  2. The employee will receive eight (8) hours pay at base rate for the actual holiday, regardless of whether the employee works an eight (8) or ten (10) hour shift, if the employee is not given an additional day off.
- G. An employee may defer his eight or ten hours of holiday pay for use as an additional vacation day at a time in the current year of deferral or the following vacation year. These days will not be used in the equation to determine an employee's maximum allowable VAC-DAT days as defined in Article 9(C). Provisions for using these additional vacation days are set forth in Article 9(C). At his option, an employee may elect to transfer his eight (8) or ten (10) hours of holiday pay into his sick bank, so long as such transfer will not exceed the maximum allowable accrued sick bank hours as provided in Article 11(C).
- H. At the employee's option one (1) day will be added, either before or after, to an employee's vacation for each holiday that falls within the employee's vacation.
- I. If an employee is on any type of paid leave (sick leave, occupational injury leave, jury duty, death-in-the-family, etc.), the employee will receive holiday pay, but the employee will not receive any leave pay.
- J. If an employee calls in sick on a holiday that the employee is scheduled to work, the employee will be treated as follows:
1. The employee will receive eight (8) hours holiday pay at his hourly base rate of pay if the employee's regular schedule is eight (8) hours and ten (10) hours pay at his hourly base rate of pay if the employee's regular schedule is ten (10) hours. For the purpose of

this paragraph any trade days scheduled during the employees twenty-four (24) hour day in which the holiday falls shall be considered the employee's regular shift. (Gus Garcia System Board Decision).

2. No sick bank time will be deducted or paid for the holiday.
  3. The absence will be an accountable instance for attendance purposes. Subsequent contiguous absences due to illness will be considered the same instance.
- K. ~~When an employee is scheduled to work a holiday and does not report, other than for reasons of sickness, holiday pay will not be paid.~~
- K. Trading on holidays is permitted in accordance with the provisions of Article 7, with the following qualification: An employee who works on a holiday will be paid time and one-half (1½) for all hours worked. He also is eligible to receive his own straight time holiday pay for that day, but not the straight time holiday pay of the employee with whom he traded, that straight time holiday pay, either eight (8) or ten (10) hours, will be given to the employee on the trade day off.
- L. The Company recognizes that certain employees will request time off to observe a religious holiday.
1. Employees who wish to take time off for a religious holiday should first attempt to arrange their work schedule so that they will not have to work on the religious day. The employee may arrange to work on one of the established holidays, or on one of his regular days off in the same pay week he wishes to observe the holiday in substitution for time off granted to observe a religious holiday. Such regular day off work shall be paid at straight time pay for eight (8) or ten (10) hours, whichever is applicable.
  2. Employees unable to make alternate arrangements should notify their supervisors in writing at least two weeks before the day they wish to be absent. The Company will accommodate a request for time off. Such time off will be without pay, unless the employee has VAC-DAT days remaining, in which case a VAC-DAT day will be used for the absence. The Company may require the employee to work a different shift or day. Absences of this nature will not count for attendance purposes.

**Article 9 - Vacations**

**A. Vacation Policy**

1. All employees are eligible for paid vacation. The rate at which an employee accrues vacation (five (5) days per year, ten (10) days per year, fifteen (15) days per year, twenty (20) days per year, twenty-five (25) days per year, thirty (30) days per year, thirty-five (35) days per year, forty (40) days per year, forty-five (45) days per year, fifty (50) days per year or fifty-five (55) days per year) is based on the employee's completed years of Company Service. The number of days an employee actually accrues, ~~to be used in the next year, to be used in the year he celebrates each of his Company Service Anniversary's~~ is based on the employee's completed years of Company Service and the number of months the employee is actually credited for in the previous year. accrual rate and the number of months the employee is actually paid in the current year. An employee will be considered to have been credited for all months in which he is accruing Company Service seniority.

~~2. Accrual Schedule The number of vacation days an employee actually receives will be based on his/her accrual rate and the number of months the employee actually works in the prior year. The employee must be at work, on paid sick leave, on paid occupational injury leave, on vacation, or on a company offered leave of absence for more than one half of a month in order to be considered to have worked the month for vacation accrual purposes.~~

The number of vacation days earned, based on the rate of accrual years of Company Service and months worked credited in the previous year is shown in the chart below:

Months of Credited Service  
(in the previous year)

Maximum Regular Vacation  
(based on years of Company Service)

	5 days	10 days	15 days	20 days	25 days	30 days	35 days	40 days	45 days	50 days	55 days
12	5	10	15	20	25	30	35	40	45	50	55
11	5	9	14	18	23	28	33	38	43	48	53
10	4	8	13	17	21	25	29	34	39	44	49
9	4	7	11	15	19	23	27	32	37	42	47
8	3	7	10	13	17	20	23	28	35	40	45
7	3	6	9	12	15	18	21	26	31	36	41
6	2	5	8	10	13	15	17	22	29	34	39
5	2	4	6	8	10	12	14	19	25	30	35
4	2	3	5	7	8	10	12	17	21	26	31
3	1	3	4	5	6	8	10	15	19	24	29
2	1	2	3	3	4	5	6	11	17	22	27
1	0	1	1	2	2	3	3	8	14	19	24

3. ~~Starting January 1 after an employee's year of hire, an employee's rate of vacation accrual is based on the employee's years of Company Service. The vacation accrual schedule will be as follows:~~

Vacation Accrual Schedule:

Completed years of Company Service as of January 1st (Anniversary Date)	<del>Vacation Days Received</del> in the current year <u>Vacation Accrual</u>
Less than 1 year	Up to 40 hours
1-4 years	80 hours
5-9 years	120 hours
<u>10-14 years</u>	160 hours
<u>15-19 years</u>	200 hours
<u>20-24 years</u>	240 hours
<u>25 -29 years</u>	280 hours
<u>30 -34 years</u>	<u>320 hours</u>
<u>35-39 years</u>	<u>360 hours</u>
<u>40-44 years</u>	<u>400 hours</u>
<u>45 or more years</u>	<u>440 hours</u>

4. Employees hired on or before the fifteenth (15<sup>th</sup>) of the month will receive vacation credit for that month. Those hired after the fifteenth (15<sup>th</sup>) of the month will receive vacation credit beginning the first day of the following month.
5. An employee, who is scheduled for vacation during a time when the employee would ordinarily receive a paycheck, may receive a paycheck or a payroll advance before the vacation by submitting a request, with department head approval to Payroll. Payroll needs a minimum of five (5) working days for processing advance paycheck requests.
6. Employees working on schedules other than five (5) day workweeks will be paid for vacation based on forty (40) hours per workweek. Employees are compensated for earned vacation in proportion to their normally scheduled workweek in effect at the time they take their vacations.
- Example: A full-time employee working a four day, ten hour schedule will receive four days (forty (40) hours) of paid vacation.
7. An employee who leaves the Company either voluntarily or involuntarily will receive full payment for unused vacation time and unused deferred holidays credited from the previous year as well as vacation accrued in the year

separation, unless the employee is furloughed and elects to exercise his rights pursuant to Article 6(F).

- a. When an employee leaves between the first and the fifteenth of the month, vacation credit will accrue up to the end of the previous month.
  - b. When an employee leaves between the sixteenth and the end of the month, vacation credit will accrue up to the end of the month in which the employee leaves.
8. An employee who has not completed six (6) months of Company Service is not eligible for vacation pay upon termination.
  9. ~~An employee may carry over one (1) week of unused bided vacation into the succeeding year. The employee may carry over any or all other unused bided vacation into the succeeding year. , subject to approval by the Department head or his designee. If the employee's unused vacation was caused by a request from the Company such vacation carry over will not be denied.~~ An employee may also elect to transfer any unused vacation hours into their sick bank so long as such a transfer will not exceed the maximum allowable accrued sick bank hours as defined in Article 11-2 (c).

#### B. Vacation Bidding

1. Vacations will be bid by shifts in a Bid Area, except that in any Bid Area having less than 50 employees, vacations shall be bid by Bid Area. When mutually agreed between the Company and the local Union Business Agent vacations may be bid by groupings other than those listed herein. Provided that the Company will not unreasonably withhold agreement to such grouping as the local Business Agent advocates. It shall not be unreasonable for the Company to withhold agreement if the proposed grouping can reasonably be expected to materially affect the operation or any portion thereof.
2. In each vacation bidding group, the Department Head or Designee, will determine the total number of vacation weeks to be taken including regular earned vacation and deferred Holidays. For determining weeks to be bid, two (2) or less days will not be considered as a week.
3. If the total number of weeks to be taken is forty-two (42) ~~fifty (50)~~ weeks or less, only one (1) person will be awarded a vacation in any given week (considered as a column).
4. If the total number is greater than forty-two (42) ~~fifty (50)~~ weeks, a full column will be available for bidding each forty-two (42) ~~fifty (50)~~ weeks, and if

necessary, a partial column will be available for any remaining weeks in the last column. ~~This method is used to avoid scheduling more people than necessary to be on vacation in any specific week.~~

5. Once a year, generally in early November, employees will bid for available vacation in the succeeding year based on adjusted Company Service Date. The Company will post notice of where and when employees will bid their initial and subsequent rounds of vacation. Employees will at that specific time, have three (3) ways to notify management of their bid preferences. ~~bid~~. They may show up in person, or telephone in their preference, or submit a written pre-bid to the designated management representative prior to any particular vacation bid round. Written confirmation will be provided to employees submitting written pre-bids. Once the entire vacation bidding process is completed the vacation listings will be posted no later than December 15<sup>th</sup>.
6. Employees may bid one (1) continuous vacation period, which may include all or any portion of the vacation to which he is entitled. However if the employee is eligible for less than ten (10) working days the employee may not split the available vacation. Once an employee is eligible for ten (10) working days or more, the employee may split the employee's vacation into separate periods of complete weeks and if a partial week remains, it will be taken in conjunction with one (1) of the employee's complete weeks.
7. Once each employee has had the opportunity to bid, additional rounds of bidding will be permitted following the same procedure used on the initial round.
8. If an employee does not bid at all, during any given round, the employee will not be given the opportunity to bid until the next round. However if an employee misses his bid time but calls or shows up to bid before that particular round is complete, he will be allowed to bid at that time from the remaining available weeks. ~~If the employee fails to bid, any open weeks may be assigned by the supervisor to grant the earned vacation after the entire bidding process is completed.~~
9. If an employee is a member of the Military Reserve and will attend a two (2) week training assignment during the bid year, the employee may set aside one (1) or two (2) weeks of vacation to be taken during the employee's military leave period.
10. An employee may also designate any or all one (1) to fifteen (15) days of his vacation time to be taken as vacation-day-at-a-time as outlined under "Vacation-Day-At-A-Time" procedures. (See below)

11. Although vacation weeks are bid using the Sunday date, the actual vacation begins following the scheduled days off in that week except that employees with Friday and Saturday or Saturday and Sunday will start their vacation in conjunction with their days off at the beginning of that week, unless the employee and the supervisor agree otherwise.
12. Employees working in Bid Areas that bid vacation by shifts will retain and carry with them their bidded vacation week(s) if they move to another shift or Bid Area during the calendar year.

### C. VAC-DAT (Vacation-Day-At-A-Time)

1. An employee may elect to designate any or all of his ~~one (1) to fifteen (15)~~ vacation days to be taken a day at a time. The employee must designate the number of VAC-DAT days during the vacation bidding in November.
2. During the year, ~~subject to the needs of the service,~~ the employee may request VAC-DAT for a specific day or sequence of days if the employee has VAC-DAT available. ~~Requests may not be submitted more than sixty (60) days in advance, but should be made at least seventy two (72) hours in advance. An employee will not be denied a VAC-DAT if open weeks exist as set forth in B.4 of this Article. The employee will not be denied the request, if it is made no more than ninety (90) days in advance. However if an open week does not exist, it shall be mutually determined by the employee's Steward and immediate Supervisor or Designee as to whether or not the request is granted based on manpower available the day requested. The Supervisor will have an answer to the employee's request by the end of the employee's work day on the day the request was made.~~
3. Once a request has been properly made and approved, the VAC-DAT must be taken as scheduled unless agreed to otherwise by the employee and the supervisor.
4. VAC-DAT cannot be scheduled on a holiday. Further, VAC-DAT cannot infringe on any existing rules regarding a holiday.
5. Employees having VAC-DAT remaining unused on October 1<sup>st</sup> of each year must declare one of the following options:
  - a. Elect to be paid for remaining VAC-DAT. Pay-out will be made on the first paycheck following November 1<sup>st</sup> of the current year, or
  - b. Use remaining VAC-DAT by December 31<sup>st</sup>. If this option is selected, but the VAC-DAT is not used by December 31<sup>st</sup>, the employee must

choose to either carry the VAC-DAT into the following year as set forth in paragraph C(5)(c) below, or be paid on the second paycheck in January of the following year for all remaining VAC-DAT hours. This election must be made by midnight December 31<sup>st</sup>.

- e. Elect to use remaining VAC-DAT in the following year as VAC-DAT. ~~The maximum carry-over shall be forty (40) hours.~~
- d. Elect to use remaining VAC-DAT in the following year as a week of regular vacation. The minimum carry over shall be one (1) day less than the employee's regular work week. The maximum carry-over shall be forty (40) hours. An employee who carries over less than a full week of VAC-DAT must complete the additional vacation week using the following year's VAC-DAT, by day/shift trade, by using unpaid leave, or by other means mutually acceptable to the employee and the Company.
- e. Elect to transfer any or all unused VAC-DAT hours into the employee's sick bank so long as such a transfer will not exceed the maximum allowable accrued sick bank hours as defined in Article 11. Employees who elect to transfer only a portion of their remaining VAC-DAT hours into their sick bank must also elect another option for all remaining hours.

Employees who fail to declare one of the above options by October 15 will be treated as having elected option (b) above.

- 6. An employee may split a VAC-DAT into one-half (½) of a day at a time. The employee may also use VAC-DAT in hourly increments.

#### D. Changes To The Posted Schedule

- 1. Unless the employee(s) are allowed to retain their bidded vacation, additional columns or partial columns will be opened during the year to accommodate additional vacations because of an increase in complement (transfers) or changes in the work group which increase the number of weeks to be taken. In all other cases, any open week on the vacation schedule will be available for employees within the vacation bid group who wish to switch their scheduled weeks of vacation.
- 2. An employee must notify the supervisor at least two (2) weeks prior to the employee's scheduled vacation period or two weeks prior to the effective date of the vacation period the employee wished to select, whichever occurs first. The request must be made in writing. If the employee is the most senior employee to make such a request, the supervisor will approve the change and the posted vacation schedule will be revised accordingly.

3. Any vacation period vacated on the vacation schedule will remain open for seventy-two (72) hours prior to being awarded to the senior eligible bidder within the vacation group. In the Bid Areas where vacations are bid by shift, no vacation will be bid for seventy-two (72) hours after shift bid change. Then the senior eligible bidder on the shift or coming on the shift will bid first.
4. The Company will make available, either electronically or via a hard copy posting, in every work area, the initial results of the vacation bid (closed and open weeks/columns) and update the same on a monthly basis.

#### E. Variable Use Options

1. An employee may, during the annual benefits enrollment elect to contribute a portion of his vacation to be taken the following year to his 401(k) Savings Plan account in lieu of taking the vacation. Contributions shall be made in the first quarter of the following year, shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a)(17) limits and to the provisions of paragraph E.3 below.
2. An employee may, during the annual benefits enrollment elect to use a portion of his vacation to be taken the following year to defer his/her monthly benefit costs in lieu of taking the vacation. The vacation value will be calculated using the employee's rate on January 1 of the following year, and applied in twelve (12) prorata portions to offset benefit costs each month of that year. In the event that the value of the vacation exceeds the benefit cost the excess will be included as a cash payment on the employee's regular paychecks. Should an employee leave the employ of the Company during a year in which he has used vacation to offset benefit costs, the amount remaining for the balance of the year will be included on his final paycheck.
3. The Company shall establish a deferred vacation plan for the purpose of providing severance benefits subject to the provisions of Article 9.E. and any applicable provisions of the Employee Retirement Income Security Act of 1974, as amended. Such plan shall provide for a single lump sum severance payment based upon the amount of deferred vacation benefits as set forth herein. An employee may defer up to ~~one (1)~~ three (3) weeks of his accrued vacation time, ~~beginning at age fifty five (55) by so indicating not later than the annual vacation bidding.~~ He may defer ~~one (1)~~ three (3) weeks of his vacation every year up until elected retirement. ~~for a maximum of ten (10) years of deferment, with a maximum of ten (10) weeks.~~ An employee may irrevocably elect, by written notice to his manager or his designee, not to take ~~one (1)~~ three (3) weeks of the vacation time to which he would otherwise be entitled in the following year. ~~The election to defer may be made no more than ten times (that is, for ten~~

~~years) per employee.~~ Vacation credits result in an employee obtaining a severance payment upon ceasing employment with the Company for any reason. In addition, employees may obtain cash payments while continuing in employment with the Company in return for cancellation of vacation credits should such employee qualify for a hardship distribution under terms identical to those in effect at the time under the Company's 401(k) Savings Plan. Further, in the event of a prolonged medical disability where he has exhausted all of his sick leave, OJI leave and vacation which may be applicable, an employee may use his accumulated vacation credit to extend his time on full paid status on an hour for hour basis without regard to any differential in such employee's pay at the time of deferral and the time of any such redemption. The employee will not be allowed to receive such payment for any other reason prior to his termination. The accumulated vacation credit of a deceased employee shall be paid to such employee's beneficiary under the Company's 401(k) Savings Plan, or in the event no such beneficiary exists, under provisions consistent with the distribution of death benefits under the Company's 401(k) Savings Plan. Payments for vacation credits are equal to the aggregate sum of gross wages deferred as a result of the election to defer such vacation. Such amount is determined at the time of the deferral based on the highest base wages, including any applicable premiums, of the employee for the year following the November 20 on which the employee agreed to defer that specific vacation credit. The value of a vacation credit for a year is carried forward and aggregated with the value of all other vacation credits for an employee and the aggregate of such amounts is the amount of such employee's severance benefit. All payments for vacation credits are made from the general assets of the Company.

4. ~~The maximum vacation contribution for any year for the above purposes shall be that amount which leaves two (2) full weeks of vacation remaining to be taken.~~

**Article 10 - Leaves Of Absence**

- A. An employee who is unable to report for work for any reason must notify the Company in advance, whenever possible. The Company shall establish a designated absentee number for employees to use for contacting the Company when they are unable to report to work. An employee who does not have prior written permission may not be absent except for sickness, injury or other causes beyond the employee's control.
- B. An employee who must be absent, and who has not received prior written permission, must notify the Company or its designated representative at the designated absentee number before the starting time of the employee's shift on the first day and must give the reason for the employee's inability to report for work. Unless excused by the Company or its designee, the employee is required to notify the Company or its designee of the employee's absence with explanation each day the employee is absent. Proper notification occurs when the Company or its designee has been contacted at the designated absentee number by the employee and given the reason why the employee is unable to report for work.
- C. An employee is subject to discharge if absent from work two (2) consecutive days without notifying the Company of the reason for his inability to report to work, absent extenuating circumstances. Notification occurs when an employee notifies the Company or its designee at the designated absentee number.
- D. Return to Work
1. An employee on an authorized leave of absence of over thirty (30) days, must notify the employee's supervisor in writing at least ten (10) days in advance of the employee's expected return.
  2. An employee returning from Family and Medical Leave shall return to the Bid Area, shift, and regular days off vacated. Except as otherwise provided herein, an employee returning from other leaves shall return to the position he vacated (i.e., return to shift, days off, bid area and classification) prior to such leave. If the position is no longer available he may choose to fill any other open position in his bid area. If there are no open positions in the employee's bid area he may exercise his seniority to displace the junior employee in his Bid Area, station/point or system if necessary.
  3. The Company has the right to verify the fitness of an employee to return to work after any absence by having the employee examined by a Company approved physician.
- E. Authorized Leaves

1. Personal Convenience

Employees may request short term leaves of up to ~~one (1) week~~ one hundred and sixty (160) hours off for personal convenience reasons subject to the needs of the service. Such requests will be approved no later than twenty-four (24) hours prior to the time off requested. An employee may request such personal convenience time off at any time during the calendar year without regard to his remaining unused vacation time. Further, if an employee would have been approved for a VAC-DAT he will not be denied a Personal Convenience Day. If the Personal Convenience time is approved by the supervisor, such time will not be counted as an absence for disciplinary purposes.

2. Unpaid Medical

Upon written application, accompanied by proper written certification from an employee's doctor confirming the need, employees who are not eligible for Transitional Duty and who have exhausted or elected not to use sick or OJI accruals will be granted Unpaid Medical leaves of absence for illnesses, injuries, or pregnancies that prevent them from working. Unpaid Medical leaves may not exceed one hundred and twenty (120) ~~ninety (90)~~ days, but are renewable for one hundred and twenty (120) ~~ninety (90)~~ day periods, upon reapplication and re-certification until the employee is able to return to work, to a maximum of the shortest of the period of incapacity, five (5) years, or a period equal to the employee's length of employment. Once the employee is released without restrictions by his Doctor to perform his normal job functions, he shall be returned to his vacated position. If such position has been filled, he may exercise his seniority. Proof of illness or disability may be required through physician certification.

Benefit coverage for the employee and his family will continue at the current Collective Bargaining Agreement active employee rate for the duration of the Unpaid Medical leave. It will be the employee's responsibility to make the proper payments to the Companies insurance carrier.

3. Personal Emergency - Death or Critical Illness in the Immediate Family

- a. When a death or critical illness (~~impending death~~) occurs in an employee's immediate family, the employee will receive up to eighty (80) ~~forty (40)~~ hours off at straight time pay, depending upon the employee's needs. For the purposes of this policy, the immediate family includes:
  - i. The employee's: spouse, children, step children, parents, step parents, sister, brother, grand-parents, grandchildren, domestic partners where required by law,

- ii. Parents, step parents and grandparents of the employee's spouse,
  - iii. Dependents living in the employee's household.
- b. ~~While no more than two (2) instances or~~ A total of eighty (80) hours of Personal Emergency time will be paid per individual family member for the period of employment, additional time off without pay will be made available to employees covered by the Family and Medical Leave Act, if requested. Otherwise, such additional time off without pay is within the discretion of an employee's supervisor.
  - c. Personal Emergency time is not charged against an employee's sick bank, nor counted as an absence for disciplinary purposes. Personal Emergency time does not disqualify an employee from the Attendance Recognition Program.
  - d. The Company will provide positive space on-line passes for travel to attend the funeral/memorial service and to return from downline locations. The Company will also assist in other travel arrangements as needed.
4. A reasonable amount of unpaid time off will be allowed in the case of the death or critical illness of an employee's stepchildren, stepparents or spouse's grandparents.
5. Jury Duty
- a. The Company recognizes jury duty as a civic responsibility and will release employees for jury duty. Employees will not suffer any loss of pay for jury duty, allowing a reasonable amount of time for the employee to travel to/from his home for jury duty, if necessary. Further, employees will be pay protected for any trade days and/or shifts they were scheduled to work while on jury duty provided the trade days were scheduled prior to the employee's jury duty notification. Employees may retain payment received for jury service. An employee who gets a jury summons must submit a copy of it to the employee's supervisor.
  - b. An employee on jury duty for three (3) days or more will be scheduled to work a day shift with Saturdays and Sundays off during jury service. If the employee is temporarily released from jury service for a calendar week or more, the employee's regular shift will be reinstated with Saturday and Sunday off. This provision shall not prevent local stations from establishing rules and guidelines that best satisfy their individual needs.
  - c. When jury duty is completed, the employee must furnish his supervisor with a court-validated statement of attendance indicating the dates he

served on jury duty.

6. Witness Service

- a. An employee who appears as a witness in a legal proceeding at the request of the Company will be paid during witness service. Procedures will be the same as those for jury duty.
- b. An employee who serves as a witness in other legal proceedings will not be paid, unless he is compelled by subpoena to testify in such ~~criminal~~ proceedings.

7. Company Offered Leaves of Absence (COLA)

- a. COLAs will be posted for bid whenever a furlough situation exists. The duration of the leave will be included in the posting. COLAs may not be taken by employees who are being furloughed. They will be granted in bid seniority order. In the event of a station/base closure, this paragraph will not be applicable.
- b. Outside employment will be allowed during a COLA. The employee must notify the employee's supervisor or his designee in writing of any outside employment. If the question of potential conflict arises, the final decision will be made by the senior corporate officer in the Human Resources Department.
- c. If an employee is due to be furloughed during a COLA, the employee's status will be changed from COLA to furlough. Written notice will be given to the employee.
- d. An employee granted a COLA will have a guaranteed right of return to the position vacated at the end of the COLA. An employee will not be required to return to work during the COLA period except by mutual agreement.
- e. Sick and Occupational Injury banks and vacation time will be retained but will not accrue during COLAs.
- f. On-line pass privileges will be available to the employee and eligible family members for the entire COLA period. A letter authorizing travel will be issued to the employee.
- g. Benefit coverage for the employee and his family will continue at the current Collective Bargaining Agreement active employee rate for the duration of the COLA. It will be the employee's responsibility to make the

proper payments to the Companies insurance carrier.

h. Seniority - See Article 4 of this Agreement.

8. Family and Medical Leave

- a. Employees may take up to ~~twelve (12) weeks~~ seven hundred and twenty (720) hours of leave during any twelve (12) month period for the birth or adoption of a child; to care for a child, spouse or parent with a serious health condition; or for their own serious health condition which makes them unable to perform their job. (An outline of employee rights and obligations under the Family and Medical Leave Act of 1993 is in Exhibit 1, which follows immediately at the end of this Article.)
- b. For any period of Family and Medical Leave which is taken as unpaid leave, an employee must elect and submit a monthly payment for health care continuation within thirty-one (31) days of the Benefits Department notice of Family Leave continuation rights.
- c. Employees ordinarily must provide thirty (30) days advance notice of intent to take Family and Medical Leave when the leave is foreseeable.
- d. Family/Medical Leave may be either paid or unpaid. Employees granted Family/ Medical Leave may elect to use any paid time off they may have (sick leave, vacation, deferred holidays, etc.) for their own serious health condition.
- e. Family/Medical Leave used for the care or serious illness of an eligible family member may also be either paid or unpaid. Employees granted Family/ Medical Leave for eligible family members may elect to use paid time off such as vacation, and deferred holidays and sick leave. ~~but not sick leave unless required by law.~~

9. Military Leaves of Absence and Veterans' Re-employment Rights

- a. Eligibility for Leave - A Military Leave will be granted to an employee in the following situations:
  - i. An employee who leaves the service of the Company to enlist, or who is inducted into the Armed Forces of the United States for a regular tour of duty.
  - ii. An employee who is a member of a reserve unit of the military including National Guard units ordered to active duty.

iii. An employee whose probationary period has not ended will be eligible for military leave.

- b. Duration of Leave - A military leave of absence will be granted for the duration of the employee's active service in the Armed Forces not to exceed five (5) years. The leave may continue for a maximum of 90 days from the date the employee is discharged from active service or from hospitalization continuing after discharge. The employee must apply for reinstatement within the 90 days. The maximum amount of military leave allowed is five (5) years or as soon after the expiration of five (5) years as the employee is able to obtain orders relieving him from active duty, (unless such five (5) year period has been extended by law.)

Exception: A reservist or guardsman who leaves his/her position for periods of training duty must apply for reinstatement within 31 calendar days after release.

c. Procedure for Obtaining Military Leave

- i. An employee who receives notice of induction or orders to report for duty should immediately advise the employee's supervisor in writing of the effective date of the leave and the last day of work.
- ii. The supervisor will give the employee written approval.

d. Effect of Military Leave On Employee Benefits

- i. Company Service, Pay Seniority and all other seniority will continue to accrue as if employment were not interrupted.
- ii. Employees will retain existing sick and occupational injury banks but will not accrue or acquire additional sick or occupational injury credit during the term of unpaid military leave.
- iii. Vacations an employee has earned but not taken before receiving notice of induction or call to active duty need not be taken prior to military leave, in which case they will be available to the employee upon his return to work. Alternatively, an employee who does not take vacations before his leave may choose to be paid for the unused vacation time.
- a) During active military service, vacations will continue to accrue in the same manner as if the employee had remained in active employment. ~~There will, however, be no carry over or~~

~~accumulation of unused vacation credits from one year to the next nor will there be any remuneration for vacations not taken during the calendar year in which they are due because of the employee's absence on military leave.~~

- b) ~~Subject to Department Head approval, Reinstated employees may use any vacation earned for that calendar year at anytime after thirty (30) days of active re-employment. The Department Head may waive this thirty (30) day restriction for the convenience of the Company, or may elect to pay the employee for his vacation.~~
- iv. An employee on military leave, and eligible family members, are eligible for pass/reduced rate travel privileges while the employee is on active duty.
- v. Credited service continues to accrue for benefit plan eligibility and vesting. ~~For benefit coverage information during leave status, contact the Benefits Department.~~

The employee and his families medical benefits will remain intact at the current Collective Bargaining Agreement active employee contributory rate for the full duration of the military leave, the employee will be responsible for making sure any proper payments, if required, are made for continued coverage.

e. Employment Rights and Reinstatement Qualifications

- i. After returning from a military leave of absence an employee who receives a general or honorable discharge will be eligible for re-employment. Unless Company circumstances have so changed as to make it impossible or unreasonable to do so, any employee granted a military leave will be reinstated under the following conditions:
- a) He did not remain in the military service for more than five (5) years.
- b) The position which was vacated was not temporary.
- c) Military leave has not exceeded five (5) years or as soon after the expiration of five (5) years as the employee is able to obtain orders relieving him/her from active duty (unless such five (5) year period has been extended by law.)
- d) He is still qualified and physically fit to perform the duties of the position vacated.

NOTE: If disabled while in the military to the extent of being unable to perform regular job duties, the employee will be entitled to work in another position which he can perform and, depending on the circumstances, may be paid his pre-disability base rate of pay even if that is more than the alternative job's regular rate of pay.

e) Application for reinstatement is made within the allowable period as stated in this chapter.

ii. Process of Reinstatement - The returning employee will be reinstated in his/her former position or one of like status and pay. The employee will be notified of the date to resume duties, the place where such duties will be performed and other necessary information.

iii. Wage and Salary on Reinstatement - The wage or salary of the returning employee will be the amount which would have been received had the employee remained continuously in the position.

#### 10. Military Leave for Reservists and Members of the National Guard

a. Employees who are reservists or members of the National Guard must request a Military Leave of Absence for the period required to perform active duty for training or inactive duty training in the Armed Forces of the United States. The request does not have to be in writing.

b. Employee Responsibilities:

i. The request must state the dates required for the leave if known. If a drill schedule is available for a prolonged period of time, only one request is necessary. A copy of the drill schedule must be attached.

Example: If drills are scheduled on the second weekend of each month, the request must state that beginning on (date), leave is requested each second weekend until (date).

ii. Employees are expected to give as much notice as possible to their supervisors so that proper duty coverage can be arranged. If less than one (1) week's notice is given, employees may be asked to assist the Company by arranging to trade days and shifts or use their regular days off to the extent possible.

iii. The reservist or National Guard member does not need to have written training orders at the time of the request.

- iv. After completing the military training or drill exercise, the reservist or National Guard member must report back to his regularly scheduled shift.
- v. This leave will normally be unpaid, but with advance approval from the employee's supervisor, vacation time ~~may be used~~ or a self trade may be used.

Example: An employee may trade his normal day(s) off with the scheduled assigned military day(s). (i.e.: Employee normally has Wednesday and Thursday off, he is assigned military duty on Saturday and Sunday, employee may work Wednesday and Thursday and take off Saturday and Sunday)

c. Initial Active Duty Training

When an employee first joins the National Guard or Reserve, he/she usually undergoes initial active duty training (IADT). IADT is treated as regular active duty for re-employment rights purposes with the following exceptions:

- i. After completing IADT, a Continental employee must re-apply within thirty-one (31) days, rather than ninety (90) days as in the case of regular duty.
- ii. The time spent in IADT does not count toward the five (5) year limitation on the regular active duty.

d. Management Responsibilities

- i. Management will grant a leave of absence to a reservist or National Guard member for the period required to perform active duty for training (drills) in the Armed Forces of the United States. Employees are expected to give as much notice as possible, however the timing, frequency and duration of the military training are determined by the military authorities.
- ii. Job rights are protected so long as the reservist or National Guard member receives orders for military training.
- iii. Management will not deny a promotion to a Continental employee because of any obligation as a reservist or member of the National

Guard.

- iv. Employees will not be required to use earned vacation time for their military training.
- v. The reservist or National Guard member will not lose Company Service time, bid or Pay Seniority as a result of the military absence.

#### 11. Personal Leave of Absence

- a. Eligibility - The employee must have been continuously employed for six (6) months.
- b. Length - Personal leaves of absence will be issued for up to a six (6) month period. Extensions will not be approved if they result in total personal leave exceeding twelve (12) months or the employee's length of active service, whichever is shorter. An employee may apply to return to a position at any time during the leave. The employee shall return to the position he vacated (i.e., return to shift, days off, bid area and classification) prior to such leave. If the position is no longer available he may choose to fill any other open position in his bid area. If there are no open positions in the employee's bid area he may exercise his seniority to displace the junior employee in his Bid Area, station/point or system if necessary.  
~~At the end of a leave which is longer than ninety (90) days the employee may only return to an available position. If no such position is available he will be placed on recall in Craft Seniority order.~~
- c. Outside employment - An employee on personal leave of absence may not accept employment or receive pay for services from any other organization in competition with the company.
- d. Application for Leave - A written application must be made to the employee's supervisor. It must state the reason for and the length of the leave requested.
- e. Effect on Benefits
  - i. Seniority – See, Article 4 of this Agreement.
  - ii. Sick Pay/Occupational Injury Pay - All sick/occupational injury pay accruals are retained but cease to accrue during the leave.
  - iii. Insurance - ~~For benefits coverage information during leave status, contact the Benefits Department.~~ Benefit coverage for the employee

and his family will continue at the current Collective Bargaining Agreement active employee contributory rate for the duration of the Personal LOA. It will be the employee's responsibility to make the proper payments to the Companies insurance carrier.

iv. Vacation Credit

- a) With supervisor approval, the employee may choose to be paid for all remaining earned vacation from the prior year in either of the following ways:
  - 1) A lump payment may be paid at the time the leave begins, or
  - 2) the employee may defer vacation payment until vacation is used when the employee returns.
- b) If an employee's leave carries into the next calendar year, remaining unused earned vacation will be paid before December 31.
- c) Vacation credit will not accrue during the period of leave.
- f. ~~Travel - No pass or reduced rate travel will be allowed an employee on personal leave.~~ Employee's travel pass privileges will remain in effect for the first six (6) months of any Personal Leave of Absence.

12. Educational Leaves of Absence

Employees may be granted an educational leave of absence if they are enrolled full-time in an accredited academic or vocational institution. The administrative and benefits provisions of Personal Leaves will apply with the following exceptions:

- a. Duration of Leave – Duration of educational leaves should be in direct relationship to the length of the academic term (such as a quarter or semester) but in no case can the leave be longer than the employee's length of service.
- b. Expiration of Leave – An educational leave will expire thirty (30) days after the last approved academic term ends unless extended by the Department Head.
- c. Employment While on Leave – With the prior written approval of their Department Heads and Human Resources, employees may work while enrolled as students.

- d. Proof of Enrollment – Employees must submit proof of enrollment and attendance before they return to work from their educational leave.

13. Birth of a Child

An employee will receive forty (40) hours off with pay for the birth or adoption of his child. Time off will not count against the employee for attendance purposes. No deduction will be made from the employee's sick bank.

Any non-probationary employee who has not been granted maternity leave in conjunction with a birth may request an unpaid parental leave within twelve (12) months after the birth or adoption of his/her child. A request for parental leave must be submitted in writing and include the requested dates. The leave request may not exceed seven hundred and twenty (720) scheduled hours ~~ninety (90) days~~. The Company will not deny the parental leave, however the granting of any extensions beyond the initial seven hundred and twenty (720) scheduled hours ~~ninety (90) days~~ shall be entirely at the Company's discretion.

## Exhibit 1 To Article 10 - Family/Medical Leave

Continental recognizes that during the time after the birth or adoption of a child, parents may need adjustment time or time to bond with the child. In other cases, an employee or a member of the employee's family may suffer with a serious health condition. Family/Medical leaves may be available to provide for these needs.

### A. Eligibility

The Company provides up to seven hundred and twenty (720) scheduled hours ~~90 days~~ of Family/Medical leave per year to eligible employees. The year is a rolling twelve-month period measured backward from the date an employee uses any Family/Medical leave. Employees are eligible to take Family/ Medical Leave if they have worked for the Company for at least one (1) year and for at least one thousand two hundred fifty (1,250) hours over the previous year.

### B. Reasons For Taking Leave

1. To care for the employee's child after birth or after placement of a child with the employee for adoption or foster care, or
2. To care for the employee's spouse, child, step child, spouses parent or step parent, step parent or parent, who has a serious health condition, or
3. For a serious health condition that makes the employee unable to perform his/her job.

### C. Job Benefits And Protection

1. For the duration of Family/Medical leave, the employee may continue benefit coverage at the active employee rate.
2. The use of Family/Medical leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, an employee will not accrue vacation time while he/she is on leave.

### D. Certification

If an employee requests leave because of a serious health condition, medical certification issued by the medical care provider of the employee or of the employee's ill family member will be required. Provisions of the Family/Medical leave policy will not be applicable to the absence if the certification is not provided.

### E. Intermittent Leaves/Reduced Schedules

Employees may request an intermittent leave or reduced schedule when a physician certifies in writing, that it is necessary for the employee to be absent on an intermittent

basis, either for his/her own care or to care for a spouse, parent or step parent, child or step child, or a spouses parent or step parent son, or daughter. These leaves should be arranged to have the least operational disruption. The employee may be required to transfer into another position, work location or shift (with equal pay and benefits) if it will better accommodate the intermittent leave. For purposes of tracking intermittent leaves and reduced schedules only, eligible and qualified employees will be considered to have a Family/Medical leave "Bank" equal to seven hundred and twenty (720) scheduled five hundred twenty (520) hours per twelve (12) months.

#### F. How To Apply

At least 30-days notice is required for foreseeable leaves, including birth, adoption, placement of a foster child, or planned medical treatment. Applications for Family/Medical leave should be written and include:

1. The specific reason for the leave, and
2. The request dates, and
3. The date of birth or custody (if requesting for parental needs), and
4. Medical documentation (if requesting a leave for a serious health condition).

If thirty (30) days notice is not provided for foreseeable leaves, the leave may, if operationally required, be delayed until thirty (30) days after the date the written notice is received. In situations where the basis for the leave is not foreseeable or reasonable, notice should be provided when the need for the leave becomes apparent.

#### G. Documentation

Medical documentation is needed to qualify for a Serious Health Condition Leave. Documentation must include certification by a physician, practitioner or provider of health services. When an intermittent or reduced schedule leave is required, the medical documentation must include a statement indicating that the medical needs can best be accommodated by such a leave.

#### H. Pay

Family/Medical Leave may be either paid or unpaid. Family/Medical Leave will be unpaid unless the employee elects to utilize any paid time off to which he is otherwise entitled.

## Article 11 - Sick Leave And Occupational Injury

### A. Sick/Occupational Injury

Sick/occupational injury time is provided to allow the necessary time off to recuperate from illness or injury. An employee on sick or occupational injury leave may not accept employment or receive pay for services from any other organization without prior written approval from the employee's supervisor/manager and Human Resources.

### B. Definitions

1. Sick Pay - is pay to an eligible employee who cannot perform his regular duties because of sickness (physical or psychological) or non-occupational injury, including maternity. Sick pay may also be utilized when an employee's presence would jeopardize the health of others because of exposure to a contagious disease. Sick pay does not cover time for routine physical examinations or dental check-ups. Examinations, tests and treatment for specific medical conditions are not considered to be "routine physical examinations." Pay during a period of sick absence will be based on the employee's base rate and scheduled hours.
2. Occupational Injury Pay - is pay to an eligible employee who is unable to work because of an injury on the job at Continental. The injury must be one that is covered by the applicable state Workers' Compensation law, and must be verified in writing by the treating physician. Pay during a period of occupational injury absence will be based on the employee's base rate of pay and scheduled hours. Pay received from the Company for an occupational injury will be at a rate equal to the employee's base rate of pay times his regularly scheduled hours, reduced by the amount of Worker's Compensation Temporary Disability Pay received by the employee from the Company's insurance carrier, or the state.
3. Worker's Compensation Temporary Disability Pay - is pay to an eligible employee unable to work because of an injury on the job at Continental.
  - a. The injury must be one that is covered by the applicable state Worker's Compensation law, and must be verified in writing by the treating physician. Pay during the period of occupational injury absence is based upon a seven-day work week, whether or not an employee is scheduled to work.
  - b. Payment for occupational injury by the Company's insurance carrier, or the state, is generally set at a percentage of the employee's average weekly wage. However, this rate and the maximum weekly payment may vary from state to state. Occupational injury pay (described above) is used to make up the difference between Worker's Compensation Temporary Disability Pay and the employee's base rate of pay for his scheduled straight time hours.
4. State Mandated Benefits - are disability income benefits required by law in certain states. State mandated benefits may include or require payments from an outside source.
  - a. In no event may an employee be entitled to State Mandated Benefits and Sick

Pay or Occupational Injury Pay in excess of the employee's normal base rate times his scheduled straight time hours.

- b. Adjustments to reimburse any excess compensation may be made by payroll deduction after the employee has received notification of the intent to do so. Repayment schedules will be discussed with the employee prior to implementation, and will not exceed fifty dollars (\$50) per pay check ~~one-third (1/3) of an employee's net wages~~ except by express agreement with the employee. Such adjustments will not result in restoring hours to the employee's accrued occupational injury pay credits, but will result in hours being restored to an employee's sick leave bank if his sick leave bank was overdrawn. See paragraph F below.

5. Base Rate, as used in this Article, is an employee's basic hourly rate (appendix A) plus all premiums he normally receives.

C. Sick and Occupational Injury Accrual

Full time employees accrue twelve (12) eight (8) hours of Sick Pay credits and twelve (12) eight (8) hours of Occupational Injury Pay credits, for each month that they are in a paid status, up to a maximum of ~~one thousand six hundred (1,600)~~ three thousand (3,000) hours for Sick Pay and a maximum of ~~three thousand (3,000) seven hundred (700)~~ hours for Occupational Injury Pay. For purposes of this Article an employee will be deemed to be in "paid status" for the month if he has been paid for eighty (80) hours or more in that month. An employee whose single instance of illness or injury causes him to use more than two hundred and forty (240) hours of paid sick leave (i.e., a catastrophic long-term illness or injury) will upon his return to work replenish his sick bank at a rate of ~~twenty (20) twelve (12)~~ hours per month until the bank is restored to the amount he had the day before the illness or injury began. Thereafter he will resume accruing at the regular amount of twelve (12) eight (8) hours per month. In no instance will time be deducted from any of the employee's banks for time awaiting evaluation or determination by Continental or their Representative as to cause or need for medical treatment. The employee shall be pay protected until such determination is made.

D. Commencement and Payment of Paid Sick Time

Sick time is paid based on the number of hours in the employee's regular work schedule. Pay will be at the employee's base rate until his/her sick bank has been exhausted.

E. Commencement of Occupational Injury Pay

Occupational Injury Pay is based on the number of hours in the employee's regular work schedule. Occupational Injury Pay cannot commence until the employer's First Report of Injury (State Form) has been completed and a copy has been submitted to Payroll.

F. Combining Sick Pay and Occupational Injury Pay

Employees may not use Occupational Injury Pay to extend paid sick time. However, if an employee exhausts Occupational Injury Pay, available Sick Pay may be used to extend Occupational Injury Pay. Only those hours needed to make the employee whole will be deducted from his sick leave bank if used to extend an occupational injury. "Those hours needed to make the employee whole" as used in this Article shall mean a payment in the amount that would

ensure that an employee is paid an amount equal to his normal full wage compensation (his hourly base rate of pay times his regular scheduled work hours).

G. Exhaustion of Sick Pay/Occupational Injury Pay

When an employee exhausts all paid sick/occupational injury time, the employee will be placed on an unpaid Medical Leave of Absence, as defined in Article 10(E)(2). An employee will not accrue Sick Pay or Occupational Injury Pay while on an unpaid Medical Leave of Absence. Employees who have exhausted their sick bank hours may choose to accept sick bank hour donations from any other employee(s) desiring to do so. All sick bank hour donations will be reduced to writing and signed by the donating employee(s), with a copy being sent to the Company, Local Union and employee to receive such donation. The proper adjustments and transferring of sick hours will then be made by the Company to the affected employee's sick banks.

H. Physical Examinations

Subject to applicable state law:

1. Continental may require an employee to submit to a physical examination by a Company approved physician. This may be requested to verify the employee's illness, disability, occupational injury, fitness for duty or release to duty. The cost of this examination will be borne at Company expense. In addition, an employee will be pay protected for time lost because of said examination if he is at work.
2. If the employee does not agree with the findings of the Company doctor, he may be examined by a doctor of his own choosing. Should a dispute arise between the findings of the two doctors concerning the employee's physical ability to return to work, after either an occupational injury or use of sick leave, a third doctor, selected by mutual agreement by the first two doctors will make a third examination, and the decision of the third doctor will be determinative. The expense of the third doctor shall be borne by the Company.

I. Travel While on Sick or Occupational Injury Status

Employees on sick or occupational injury status may not use their own or another employee's pass privileges or reduced rate travel for personal travel. ~~unless written permission is secured in advance of the travel from the appropriate supervisor or Human Resources Manager, which permission will not be unreasonably withheld.~~ Eligible family members (and buddies if accompanied by the employee's spouse or other eligible family pass rider, when accompaniment is required) are permitted to travel while the employee is on Sick or Occupational Injury Status, in a paid status. ~~To allow time for family members to return from trips in progress or be notified to make alternate travel arrangements, eligible family members may continue to travel for 30 days from the date an employee's status changes to "unpaid" (i.e., an employee has exhausted Sick/Occupational Injury Pay).~~

## J. Occupational Injury Pay

### 1. Eligibility

To be eligible to receive Occupational Injury Pay, an employee's disability must be covered by the state Worker's Compensation laws applicable to the employee's base, station or work site. The employee must also provide a medical doctor's written verification of disability by occupational injury.

### 2. Limited Duty

~~To the extent work needs to be performed,~~ Limited Duty assignments will be available for employees who are unable to return to full duty after an ~~on-the-job~~ injury but are capable of performing work with some physical restrictions. No employee will be forced to take limited duty when it may affect his/her ability to qualify for Long Term Disability (LTD).

### 3. Payments

Worker's Compensation Temporary Disability payments will be made directly to the employee by the Worker's Compensation carrier (or the state) in the amount equal to the statutory requirements. Payments will be made to the employee, by the Company, in the amount calculated to be the difference between the employee's regular base pay and the statutory payment amount, until such time as the employee's Occupational Injury Pay and (if elected) Sick Pay are exhausted. Hours will be deducted from the employee's sick bank, if elected, on an hour for hour basis rounded off to the nearest hour. Only those hours needed to make the employee whole will be deducted from his bank. After the employee has returned to work and occupational injury payments have ceased (from both the Company and the third party), reconciliation will be performed to determine that the employee was appropriately paid during this period. Final adjustments will then be made. If it is established that the employee was overpaid, arrangements will be made with the employee for prompt recovery. A pay inquiry will be initiated if, after all adjustments have been made, the employee believes that he was paid improperly.

### 4. Denial/Investigation of Worker's Compensation Claims

Occupational Injury payments will not be made if there is an unresolved controversy as to whether the injury is compensable or if the claim is denied. An employee who is denied Occupational Injury Pay may use other benefits such as sick pay or vacation pay. If an injury is later deemed eligible for Worker's Compensation Temporary Disability Pay, payments will be retroactive and the necessary adjustments/changes will be made.

5. When an employee is placed on OJI and a physician deems a procedure necessary through workers compensation the insurance company will make a determination and notify the requesting physician within five (5) working days. If the insurance company's representative delays the notification to the requesting physician, the employee will be pay protected, exclusive of his OJI bank, until such time as the employee's physician has been notified. After notification the employee shall be returned to Occupational Injury status and proper deductions may be made from his OJI bank.

K. Limited Duty

## 1. Eligibility

- a. Limited Duty assignments are available ~~only~~ for employees who sustain personal or occupational injuries and are temporarily unable to perform their full duties.
- b. The employee must provide a treating and/or consulting physician's statement stating that the employee's physical limitations are not expected to restrict him from regular work duties for more than ninety (90) days.
- c. ~~Work of economic benefit to the Company must be available.~~ The Company will make work available in a position covered by this Agreement at his Station/Point.
- d. The employee must be capable of performing the work that is available within the doctor's written restrictions.

## 2. Limited Duty Requirements

- a. Limited Duty assignments will ~~may~~ last as long as ninety (90) days. In addition, thirty (30) day extensions may be allowed with the treating and/or consulting doctor's approval and mutual agreement between the Company and the Union.
- b. An employee whose restrictions are not removed and is not granted an extension will be returned to either Sick Pay, Occupational Injury Pay or unpaid Medical Leave status.
- c. Employee participation in Limited Duty is mandatory, if the treating and/or consulting physician releases the employee for Limited Duty, ~~work is available within the identified restrictions, and the Company directs the employee to do Limited Duty. The Company will offer Limited Duty assignments in all cases to the extent that appropriate work is available.~~
- d. Once the treating and/or consulting physician issues a full release, an employee on Limited Duty must return to his normal job duties immediately.
- e. An employee who has incurred a permanent disability will receive consideration for return to duty in accordance with the Company's policies regarding reasonable accommodation for handicapped individuals. That is, an employee who has suffered an occupational injury and has medical restrictions defined as permanent and stationary, but remains unable to perform his normal duties, will be given consideration for other work that does not exceed the restrictions, to the extent it is available and he is qualified to perform such work. Once a limitation defined as permanent and stationary is recognized by the Worker's Compensation Board, that determination cannot be changed unless the Company elects in its discretion to accept the diagnosis of another physician.
- f. An employee on Limited Duty will only be assigned work at his Station/Point (including corporate offices located at or near the Station/ Point). Employees will not be given Limited Duty assignments which require supervision of employees covered by this Agreement.

- g. An employee assigned Limited Duty will be paid at his regular base rate as used in this Article, even if the Company would otherwise pay a lower rate for the assigned work.

3. Effects on Employee Benefits/Privileges

a. Seniority

An employee on a Limited Duty assignment will continue to retain and accrue Seniority for all purposes.

b. Overtime

Overtime is not available to employees on Limited Duty assignments.

c. Trade Days

An employee on Limited Duty assignment is not permitted to use trade privileges.

d. Occupational Injury Pay

Employees on Limited Duty assignments are paid their regular rate. No deductions are made from their Sick Bank or Occupational Injury Pay for hours actually worked while on the assignment.

e. Attendance

Employees will be held accountable for attendance and tardiness while on Limited Duty assignments, except in circumstances where the employee's attending physician requires the employee to be absent or tardy for treatment or therapy.

f. Travel Privileges

Pass and reduced-rate travel is available to employees and their eligible dependents while employees are on Limited Duty assignments.

g. Vacation, Sick Pay and Occupational Injury Pay-Accruals

During a Limited Duty assignment, accruals will be credited in the same manner as if the employee were performing his regular assignment.

h. Transfers

Transfers are not available to employees on Limited Duty.

L. Non-Critical Illness in the Family

If an employee's spouse or dependent child is injured, or becomes ill, or is hospitalized so that the employee is unable to report for work, the employee will be entitled to use up to ~~six (6) three (3)~~ working days of personal sick leave. The first two instances, not to exceed an aggregate total of six (6) working days, will not count against the employee for attendance/disciplinary purposes. Beginning with the third such instance or seventh (7<sup>th</sup>) working day per eligible family member, in a rolling twelve (12) month period, absences of this nature are treated the same as employee sick time, and will count for attendance/disciplinary purposes.

M. ~~Retiree Bridge Medical Benefits~~

~~Each employee covered by this Agreement who retires on or before eighteen (18) months after the amendable date of this Agreement shall be eligible to participate in a retiree bridge medical plan which shall allow such retirees to elect to continue their existing medical insurance under the following conditions:~~

- ~~1. Participants must be between the ages of sixty (60) and sixty five (65), be retired, and have at least ten (10) years of Company service at the time of retirement. (See, LOA #8, at page 1.)~~
- ~~2. At the time of retirement the balance in an employee's sick bank will permit the employee to participate in the contributory funding aspect of the plan by using eleven (11) hours of sick leave for each month of continued participation. Payment of the eleven (11) hours of sick leave shall be accepted as the retiree's complete payment obligation for each such month of participation.~~
- ~~3. If a retiree has insufficient sick leave remaining in his bank to purchase continued participation in the plan for any period of time for which he is eligible and desires such coverage, he may obtain coverage at a non-contributory rate.~~
- ~~4. Coverage for the retiree terminates at age sixty five (65). Spouse/dependent coverage will be available on the same basis (contributory/non-contributory), but must terminate when the spouse/dependent reaches age sixty five (65) or the retiree dies (except that upon the retiree's death, the spouse/dependent may elect to use any remaining sick leave in the manner described above, and then will be eligible for COBRA coverage.)~~
- ~~5. Once an employee becomes eligible and elects to participate in the program, the termination of the program will not affect his continued eligibility.~~

M. Retiree Bridge Medical Benefits and Unused Sick Time

1. Adjustment of Sick Leave Bank at Retirement.

a. At retirement employees covered by this Agreement will have their sick leave bank increased by the number of hours remaining in their occupational injury bank.

b. At retirement, employees covered by this Agreement will have their sick leave bank adjusted as follows. The sick leave bank will be increased by the number of hours of sick leave, if any, that the employee used in the ten (10) years prior to retirement that were used for a instance(s) of illness or injury that caused the employee to use more

than two hundred and forty (240) hours of paid sick leave. Provided, however, that the number of hours of sick leave to be restored hereunder will be reduced by the number of hours of rapid re-accrual of sick leave (the number in excess of normal sick leave accrual) that the employee received after his return to active service from such illness or injury.

c. Not later than the end of the month after the month during which the employee retired, the Company will provide the employee with its written determination of the number of hours in the employee's sick leave bank at retirement, as adjusted in accordance with this Article. The employee will have 60 days following receipt of that written determination to appeal the Company's determination, up to and including Arbitration.

2. Effective January 1<sup>st</sup>, 2009 and thereafter all employees covered by this Agreement who retire, with unused sick hours, will be entitled to the following options:
  - 1) The employee may elect to receive a lump sum payment for all such unused sick hours. This payment shall be made to each employee entitled thereto upon the employee's effective date of retirement or furlough if opted. For each eight (8) hours of unused sick leave, the Company will pay an employee covered by this Agreement, one hundred (\$100) dollars. For example: An employee retires on January 1, 2008. He has a total accumulation of one thousand two hundred (1200) hours of unused sick leave. On that date, said employee shall receive a lump sum payment of fifteen thousand dollars (\$15,000). Unused sick hours referred to above shall mean those hours credited or accrued in each calendar year and limited to the cumulative maximum in the manner set forth under the provisions of this Article 11.C. or
  - 2) Each employee covered by this Agreement who retires shall be eligible to participate in a retiree bridge medical plan which shall allow such retirees to elect to continue their existing medical insurance under the following conditions:
    - a) Participants must be between the ages of fifty-five (55) and sixty-five (65), be retired, and have at least ten (10) years of Company service at the time of retirement or be age fifty (50) and have twenty (20) years of Company service at the time of retirement.
    - b) At the time of retirement the balance in an employee's sick bank will permit the employee to participate in the contributory funding aspect of the plan by using unused sick hours to fund each month of continued participation. Unused sick hours shall be converted to a dollar amount, based on the employees last hourly base rate of pay, and be deducted in an amount equal to ten percent (10%) of the Companies total cost of the plan for each months coverage.
    - c) If a retiree has insufficient sick leave remaining in his bank to purchase continued participation in the plan for any period of time for which he is eligible and desires such coverage; he may obtain coverage at a non-contributory rate.
    - d) Coverage for the retiree terminates at age sixty-five (65). Spouse/dependent coverage will be available on the same basis (contributory/non-contributory), but must terminate when the spouse/dependent reaches age sixty five (65) or the retiree dies (except that upon the retiree's death, the spouse/dependent may elect to use any

remaining sick hours in the manner described above, and then will be eligible for COBRA coverage.)

- e) Once an employee becomes eligible and elects to participate in the program, the termination of the program will not affect his continued eligibility, or
- 3) An employee may elect to use a combination of both options M.2 (1) & M.2 (2) listed above. He must first choose the amount of unused sick hours he wishes to have paid out to him and then he may use the remaining hours to continue medical coverage as described in paragraph two M.2 (2) above.

## Article 12 - Field Trips

- A. A Field Trip may be either planned (one for which more than ten (10) hours advance notice prior to the scheduled Field Trip departure is provided to the employee), or unplanned (one for which ten (10) hours or less advance notice prior to the scheduled Field Trip departure is provided to the employee). A Field Trip may involve:
1. Returning Company aircraft or equipment requiring normal and non-reoccurring type maintenance to service, or
  2. For planned Field Trips, filling a temporary (sixty (60) days or less) vacancy at a station, or
  3. Performing maintenance at a point where regular maintenance is not assigned.
  4. Accompanying and/or performing maintenance on Company charters.
- B. Employees on Field Trips away from their base or station ~~to restore Company airplanes or equipment to service~~ shall be paid for such work on the same basis as at their base or station, with a minimum of eight (8) or ten (10) hours, whichever is applicable, at straight time rate for each twenty-four (24) hour period. For pay purposes the twenty-four (24) hour period starts with the starting time of that employees regularly scheduled shift beginning of the employee's last regular shift, except as provided in paragraph E below. Employees who are scheduled to work an additional shift(s), due to the trade provisions provided for in Article 7, will be pay protected for such additional shift(s) in accordance with this paragraph provided the additional shift(s) had been scheduled prior to accepting the Field Trip. Additionally, employees who are on a trade day off, due to the trade provisions provided for in Article 7 will, for pay purposes, be treated as being on their first regular day off (RDO), provided the trade day off was scheduled prior to accepting the Field Trip.
- C. Time in excess of eight (8) or ten (10) hours, whichever is applicable, in any one twenty-four (24) hour period day spent in working, traveling, or waiting on a Field Trip will be paid at the applicable overtime rates. For pay purposes the twenty-four (24) hour period starts with the starting time of that employees regularly scheduled shift.
- D. If a Field Trip is interrupted for any reason and the employee is released by the Company for a period of ~~eight (8)~~ twenty (20) consecutive hours or more, commencing at the time he leaves the airport, he shall not be paid for the time released, unless he is entitled in accordance with paragraph B above. If a Field Trip is not interrupted for a period of ~~eight (8)~~ twenty (20) consecutive hours or more ~~and an employee is being paid at overtime rates~~, he will continue to be paid at the applicable overtime rates until he is released.
- E. For planned Field Trips, only as they relate to A.2 above (filling a temporary (sixty (60) days or less) vacancy at a station), an employee may have his shift starting time and scheduled days off established at the time of assignment. It is understood that the Company may schedule the employee to take his normally scheduled days off without compensation. Per diem will apply to all time away from base as provided in Article 15.Q and R. ~~Upon request the Company will~~

~~provide a reasonable sized rental car for up to three (3) employee(s) on a Field Trip so long as the employee provides receipts for the rental. These reimbursements will be in addition to the per diem expenses provided for in Article 15.Q and R.~~

- F. Upon request the Company will provide a reasonable sized rental car for up to three (3) employee(s) on a Field Trip so long as the employee provides receipts for the rental. These reimbursements will be in addition to the per diem expenses provided for in Article 15.Q and R.
- G. Employees required to work after the completion of travel in connection with a Field Trip shall be paid for the time worked after returning, at the applicable overtime rate for all hours worked in excess of eight (8) or ten (10) hours, whichever is applicable, for each twenty-four (24) hour period including travel, time waiting to travel to a maximum of four (4) eight (8) hours, and working time for the day in question. For pay purposes the twenty-four (24) hour period starts with the starting time of that employees regularly scheduled shift.
- H. Upon completion of such Field Trip, an employee shall return to his base or station in accordance with the orders received at the time he left his base or station or in accordance with the orders received most recently from management, and shall be compensated for the return trip in accordance with the provisions of this Article. Upon return to his home station, an employee shall, if he has not had a rest period of at least nine (9) eight (8) hours within the preceding sixteen (16) hour period, be entitled to a rest of not less than nine (9) eight (8) hours before starting his next regular scheduled shift. In the event there is not sufficient time to permit a nine (9) an eight (8) hour rest period prior to starting his next regularly scheduled shift, he shall be treated as provided in Article 17, paragraphs (G)(1) and (G)(2). For the purpose of this paragraph his next regularly scheduled shift shall be any shift he is scheduled to work including but not limited to a scheduled trade day and/or shift.
- I. ~~When Field Trip work cannot be performed by only one (1) employee due to heavy lifting requirements, safety, or other factors which require more than one (1) employee to accomplish the work, then the Company shall dispatch the employees necessary to accomplish the Field Trip. It is further understood that no employee shall be dispatched for a Field Trip to a station where no other person is available to render assistance in the event of an emergency. Anytime Field trip service is to be performed a minimum of two (2) employees, covered by this Agreement, will be sent.~~
- J. The Company will maintain Field Trip records, including archives of at least one (1) year, and will make them available to the Union upon request. These records will be separate and apart from the overtime records. Records will be maintained separately for each Bid Area. The Company will maintain Field Trip books or their electronic equivalent containing Field Trip sign-up records/sheets and the list used for each Field Trip call-out. Field Trip sign-up sheets and lists will contain the following information:
1. Employee name and number
  2. Craft seniority date
  3. Contact phone number(s)
  4. Current shift and days off
  5. Date employee signed up
  6. Visa/passport information
  7. Any special authorizations held (such as engine run-up and taxi, RII, CAT 2, airworthiness release, ETOPS, etc.)

- a. These authorizations may be used to determine the qualifications necessary for a specific Field trip. The number of employees required to possess certain special authorizations on any given Field trip shall be equal to the amount necessary as governed by either the Continental General maintenance Manual (as it relates to paperwork and procedures, airworthiness releases, RII, engine run-up & taxi, CAT 2, ETOPS, etc.) and/or international law (as it relates to visas and passports) and/or any applicable Federal Aviation Regulations (FARs).

Note: Whenever it is known that an Inspector will be required on a Field Trip, and no Inspectors are available at the location of the Field Trip, the Inspector will be selected, in accordance with this Article, from Bid Area 301 at the station staffing the Field Trip if that station is a hub (EWR, IAH, HOU, CLE). If for unanticipated reasons an Inspector is required and the Field Trip originated in a hub, the Company will first solicit, in accordance with this Article, an Inspector from the hub where the Field Trip originated if expedient.

- b. An employee who has been required to use a passport and/or visa in conjunction with travel for a Field Trip shall be entitled to reimbursement from the Company for the cost of those documents.

8. A column for office use only, to be used at the time of the call outs (not necessary for sign up sheets).

- K. Employees desiring to participate in Field Trips will be required to sign up in the Field Trip book, or its electronic equivalent. ~~The existing list will be used to assign Field Trips for the first two (2) calendar months following ratification of this Agreement to allow for sign up in the new book. Thereafter, all names in the new book will be sorted in seniority order by Bid Area.~~ As employees accept (unless the Field Trip is cancelled) or refuse a Field Trip their names will be moved to the bottom of the list. Employees passed over due to lack of special qualifications/authorizations will remain in the same position on the list until they are selected for or refuse a Field Trip. Employees will not be bypassed for lack of qualifications/authorizations unless all remaining Field Trip positions require such qualifications/authorizations. Employees desiring to participate in Field Trips after the sign-up period, as well as new or transferring employees will have their names placed at the bottom of the list. It will be the responsibility of each employee to make sure their current shift and day-off pattern is current in the Field trip book when they change such shift and/or day-off pattern.

- L. The Company will determine which Bid Area each individual Field Trip is assigned to and which shift gets the Field Trip, in accordance with the following:

1. For unplanned Field Trips, selection will be from the shift on duty if it is necessary to send the employee(s) immediately (less than three (3) hours to the scheduled departure of the Field Trip). For all other unplanned Field Trips selection will be from the shift which has the starting time closest to the scheduled departure of the Field Trip, keeping in mind that employees on their regularly scheduled days off or at home (off shift) are eligible for this type of

unplanned Field Trip.

2. For planned Field Trips selection will be from the Field Trip list without regard to shift, keeping in mind that employees on their regular days off or at home (off shift) may be eligible for a planned Field Trip. Planned Field Trips will not be called out more than seven (7) calendar days in advance.
- M. The Company designee will determine the Bid Area from which employees are to be sent and will contact the next available qualified employee, using a Company land line, who has signed the Field Trip book. Upon contact the employee will be given the location and nature of the Field Trip. If the assignment is refused, the next employee in line will be contacted, etc., until the required number of employees are obtained. If the required number of employees are not obtained and an entire shift's list has been called, the subsequent shift's list will be utilized. If the required number of employees is still not obtained, employees from another station may be utilized. ~~If the required number of personnel are still not obtained, the trip is assigned to the junior qualified employee in the appropriate shift/Bid Area,~~ or at the Company's option, the Field Trip may be canceled.
- ~~N. When the need arises to call employees for Field Trips, the Company will contact a shop steward or his designee at the time of the callout, and begin contacting the employee(s) either in person, or by phone at the number(s) listed by the employee in the Field Trip book. If the Company is unable to contact the employee in person at the phone number(s) listed, the Union Steward will verify the call and may then re-dial the number(s) himself verifying the response that was indicated by the Management representative, and the employee will be bypassed.~~
- N. Any and all overtime worked in conjunction with a Field Trip will be transferred onto the employees overtime hours as defined in Article 17, Overtime. However all regularly scheduled straight time hours will be deducted from the employees charged overtime hours.
- O. Employees who accept or refuse a Field Trip that returns them to their Base within the same work day as the departure, and within their scheduled work hours (including those hours scheduled in accordance with the trade day provisions in Article 7, provided the trade day(s) were scheduled prior to accepting the Field Trip) will not be moved to the bottom of the Field Trip list, but if the Field Trip is performed will receive per diem.
- P. When a hotel room is required while on a field trip, the Company will provide a single room to the employee at no cost.
- Q. Employees shall be required to travel to Field Trips by air only on U.S. carriers operating under FAR Part 121, or scheduled carriers under FAR Part 135 (or successor regulations) or foreign air carriers who are members of IATA, or with the employee's concurrence, comparable air carriers (e.g., Lear Jet operators).

- R. For the purpose of determining what list an employee belongs to for Field Trip call-outs (day shift, swing shift or graveyard shift) he shall be considered to be on the shift as defined in Article 7.F. There will only be one list per shift for Field Trip call-outs.
- S. All per diem expenses in Article 15 (O&R) shall apply to all Field Trips. The Company will reimburse the employee for two (2) phone calls a day if the employee is away from his base station for more than twenty-four (24) hours. This reimbursement will be in addition to the per diem expenses provided for in Article 15 (O&R). Employees on field trips will be reimbursed for all reasonable expenses incurred (tips, rent a car, laundering etc.) so long as the employee can show receipts for all said expenses. These reimbursements will be in addition to the per diem expenses provided for in Article 15 (O&R).
- T. Employees who are bypassed in violation of the Field Trip distribution procedures set forth in this Article will be treated the same as those employees who are bypassed for overtime and in accordance with Article 17.K. (Note: this additional language has been added to the 2008 Collective Bargaining Agreement (CBA) to define the existing practice, established in the 2002 CBA, and not to add to or change the intent of the existing language).
- U. Employees covered by this Agreement who travel via air for Field Trip purposes will, when required to travel with flight crews (Pilots and Flight Attendants), be considered part of the "Flight Crew" for the purpose of boarding and upgrading to first class. All work groups (pilots, flight attendants and employees covered by this Agreement) will be listed as positive space and be sorted in order of Company seniority for the purpose of boarding and upgrading to first class. At no time will a less senior Pilot or Flight Attendant be priority boarded or upgraded to first class over a more senior employee covered by this Agreement.
- V. Employees required to travel on any type of extended Field Trip shall be given a written itinerary and flight manifest (if traveling with any other employee of the Company in conjunction with the same Field Trip) showing their trip destinations, hotel accommodations and hotel transportation as well as any other information deemed necessary to facilitate the Field Trip.
- W. When a Field Trip is awarded then cancelled within eight (8) hours of the scheduled departure of the Field Trip, affected employee's will be compensated eight (8) hours at their base rate of pay for any hours outside of their regularly scheduled shift from the time the Field Trip was cancelled with a minimum of four (4) hours paid for trips cancelled prior to the start of an employee's regularly scheduled shift.

### Article 13 - Training

- A. Training assignments are part of an employee's regular employment. ~~Whenever an employee is offered a training class of less than three (3) calendar days, it will be considered a temporary training assignment. Employees attending training will be removed from their scheduled work area until such training is complete. The Company shall establish a training area at each station. All training, other than training provided to qualify employees to perform work for maintenance contracts obtained by the Company, will be assigned to employees at a Station or Point, in a Bid Area and/or shift in seniority order from among those employees who accept the offer of training. The employee will be given at least seven (7) calendar days' notice in advance that he will be offered training when the training is scheduled for more than two (2) hours outside of his normal shift, unless otherwise mutually agreed.~~
- ~~B. Training, other than training of less than three (3) calendar days or training provided to qualify employees to perform work for maintenance contracts obtained by the Company, will be assigned to employees at a Station or Point, in a Bid Area and/or shift in seniority order from among those employees who accept the offer of training.~~
- B. Training may be for new or old aircraft, components, recurrent qualifications or any other piece of Company equipment and/or tooling.

The Company shall administer training as follows:

1. The Company will post Training opportunities of three (3) calendar days or more for bid in the Station or Point, Bid Area and/or shift a minimum of fifteen (15) calendar days prior to the actual class date. Employees will have a minimum of seven (7) calendar days to bid for such training, and the successful bidders will be posted no less than seven (7) calendar days prior to the start of training.
2. Whenever an employee is offered a training class of less than three (3) calendar days, it will be considered a temporary training assignment. The Company will post initial training opportunities of less than three (3) days (i.e.: CAT II, Taxi-Run Up, RII etc.) for bid in a Station or Point, Bid Area and/or shift a minimum of seven (7) calendar days prior to the actual training date. Employees will have a minimum of three (3) calendar days to bid for such training, and the successful bidders will be posted no less than three (3) calendar days prior to the start of training.
3. The most senior qualified ~~(employees who have successfully completed any required prerequisite training)~~ bidders in the Station or Point, Bid Area and/or shift in the number required will be assigned and will be required to attend the Training. If there are insufficient qualified employees bidding for the Training, the Company may assign the remaining Training opportunities to other employees in the Station or Point, Bid Area and/or shift, provided that only the most junior qualified employees in the Station or Point, Bid Area and/or shift may be required to fill the vacant Training positions. No employee shall be forced to attend a training class outside his region or normally scheduled shift more than once in a twelve-month period. Further, no employee shall be forced to attend a training class when extenuating circumstances would prevent the employee from doing so.

- C. The Company shall, in accordance with this Article, commit to train all employees covered by this Agreement in all training courses that would allow them to obtain any premiums provided for in this Agreement or to obtain any certification that may be used to determine qualifications required in the selection of any Field Trip, pursuant to article 12. The Company shall commit to make available all training to a minimum of 50% of the employees at each Station covered by this Agreement, within one (1) year after date of ratification. The Company shall commit to make such training available to the remainder of the employees at each Station covered by this Agreement within two (2) years after the date of ratification. Each calendar year thereafter the Company shall commit to make available any new training courses to a minimum of 75% of the employees at each Station covered by this Agreement.
- D. Employees who have been bypassed for Training will not subsequently be bypassed for overtime or field trips due to the resulting lack of qualification. In the event there are unanticipated openings or last minute cancellations the resulting unfilled seat in the affected training class will be filled by selecting an alternate in the same manner as the primary attendee provided above, except that the notice and posting requirements shall not apply to the alternate. The next senior qualified employee, without regard to advance notice requirements, may be awarded the training assignment provided the employee willingly accepts.
- E. The provisions of paragraphs B ~~through E~~ above shall not apply to the initial training provided to new employees so long as such initial training is provided within six (6) twelve (12) months of their date of hire. That is, each new employee may be placed in one formal aircraft training class during his first six (6) twelve (12) months of employment, provided that no training class will have more than two (2) four (4) new hire employees assigned pursuant to this paragraph.
- F. The Company will determine the need for training as outlined in B above. However, the Company will provide to the Union access to information sufficient to be able to evaluate the level and distribution of ~~prerequisite~~ all training. In the event the Union believes that an inadequate level of ~~prerequisite~~ training is being offered, the parties will meet and confer to resolve the issue. If the parties cannot agree on the issue it will be resolved through the grievance procedure as outlined in Article 19, up to and including final and binding arbitration.
- ~~C. The Company will assign prerequisite training for employees whose duties normally involve aircraft requiring such prerequisite training in accordance with paragraph D above.~~
- G. Any employee covered by this Agreement may request to sit in on training classes if open seats exist in the classroom. Employees will not be denied such a request if made more than seventy-two (72) hours in advance of the class start date. If two (2) or more employees make a common request at the same time the senior employee shall be awarded the vacant seat. Requests made less than seventy-two (72) hours in advance will not be unreasonably denied.
- H. No employee will be disciplined for failing to complete a training course, provided that such inability is not the result of the employee's own behavior.
- I. The Company will maintain a complete list at each Station ~~or Point~~ of employees who have been trained, what type of training, and if the employee has accepted or

declined the training. The list will be available for review by the Union or employees at the Station or Point. Within ninety (90) days of ratification of this Agreement the parties shall meet to review such lists and determine the current level of trained employees covered by this Agreement.

- J. The employee will be paid at his base rate unless the training assignment exceeds eight (8) hours in a day or forty (40) hours in a week, in which case the overtime provisions will apply. Base rate of pay as used in this article shall mean the employee's basic hourly rate plus all premiums he normally receives. An employee who is training within a point, or a geographical area, but outside his station, will receive tolls and mileage at the corporate rate for any additional mileage required by the different location.
- K. An employee will not receive less pay while attending training than his regular scheduled workweek. In those instances where the employee's schedule is changed to coincide with the training schedule he shall be paid straight time unless the training assignment causes him to exceed eight (8) or ten (10) hours on the clock, whichever is applicable, in a day or requires him to work any of his newly scheduled training days off.
- L. An employee will be permitted to work overtime after attending a training assignment provided that the completion of the overtime assignment and the commencement of the employee's next training and/or shift assignment will provide the employee with a minimum of eight (8) hours rest.
- M. An employee will be provided with at least a nine (9) an eight (8) hour rest period at the employee's home base prior to the start of the employee's next regular work schedule after attending Company training classes. In the event that such rest period extends into the employee's regular work shift, the employee shall be paid at the employee's base rate for that time lost from the employee's regular work shift. If the employee is not afforded such rest period, the employee shall receive the applicable overtime rate of pay until such time as the employee is relieved for such rest period.
- N. An employee will be provided with on-line Company business positive space passes for travel to and from school. When other Company approved transportation is used when returning to the home base, the estimated arrival time shall be determined prior to departure and the employee's supervisor shall be so advised. Necessary Travel time, outside the employees normally scheduled shift will be paid at the applicable overtime rate pursuant to Article 17. an employee's base rate including hours in excess of eight (8) or ten (10) hours in any one day. An employee who misses his regular shift(s) because he is required to travel for training will not suffer any loss of pay as a result. Employees who travel home on weekends during extended training periods/assignments will not receive paid travel time, but will be provided positive space travel passes.
- O. The Company will provide single hotel rooms for an employee when in training while away from his base. All per diem expenses in Article 15.Q and R shall apply to all training assignments outside the airport grounds of the employee's base station. When an employee attends training outside his base station, upon request the Company will provide a reasonable sized rental car for up to three (3) employee(s) from each station so long as the employee provides receipts for the rental. These reimbursements will be in addition to the per diem expenses provided for in Article 15. Q and R.

- P. Whenever an employee is required to submit an expense report he shall be reimbursed no later than fourteen (14) working days after submission of a complete and properly submitted expense report.

## Article 14 - Safety And Health

### A. Introduction

1. Safety is Continental's most important priority and accordingly, the responsibility of both management and of every employee. In furtherance of this priority, all employees are expected to help maintain a safe, sanitary, clean and healthful working environment.
2. The Company will maintain emergency first aid equipment accessible to all employees on all shifts to take care of employees in case of accident or illness.
3. A safety committee or safety representative composed of employees covered by this Agreement will be established at each city on the system. The safety representative or safety committee will also make recommendations for the maintenance of proper safety standards, and will be given the necessary time, and access to any area it deems necessary, to review and investigate operations to prevent unsafe working conditions. Upon request, the safety representative will be provided access to all documents and reports in the Company's possession. The Union shall be entitled to copies of any such documentation deemed pertinent. All complaints will be thoroughly investigated by the safety committee or safety representative and a response given to the source of the complaint.
4. The Union shall be entitled to appoint or elect a safety representative to attend and participate in the Company's regular monthly safety meetings, with no loss of pay. Should the safety meeting be scheduled outside the Union representative's normal working hours his schedule will be changed to allow him to attend, with no loss of pay for the work day.
5. In the event recommendations or findings by any of the Company representatives are unsatisfactory the complaint can be appealed to the Station Safety Board.

### B. Safety Board

A Station Safety Board of Adjustment ("The Safety Board") shall be comprised of two Union members and two Company representatives. Union board members will be designated by their respective Business Agent in their respective stations. The Board shall meet as needed and be furnished a detailed itemized report of all safety related items corrected and outstanding. The Board shall have no authority over disciplinary issues or the right to make recommendations that may relate towards the discipline and/or termination of an employee. No decisions rendered by the Board shall preclude the Union's right to arbitration pursuant to Article 20 of this Agreement.

### C. General Safety Rules

1. Employees are not required to work in an unsafe area or under unsafe conditions. Employees are expected to report unsafe areas, conditions, equipment, and tools to their immediate supervisor.

2. Each employee has the responsibility to work in a safe manner and remove equipment or eliminate conditions or unsafe acts within that employee's control that create a hazard.
3. An employee with a concern about, or knowledge of a potential safety problem in any facet of the Company's operation, should immediately bring it to the attention of the employee's supervisor and safety representative for prompt investigation and/or corrective action. ~~If there is not an appropriate and timely response from the supervisor, the employee has an obligation to continue up the chain of command as high as necessary to resolve the concern.~~ The Company will furnish a response and explanation of the action taken to the source of the complaint within thirty (30) calendar days. Failure to respond within the time limits set forth will automatically deem the complaint to the Safety Board.
4. No employee will be disciplined for calling to the attention of the Company any actual or potential safety concern.

#### D. Safety Training

Initial and recurrent employee training will cover at least those areas required for regulatory compliance, including the hazard communication standards of OSHA, emergency plans, fire extinguisher use, and specific safe work practices to cover hazards or conditions that may exist in the work location and/or shop. Complete safety training requirements for each shop and/or location can be obtained by contacting the Safety and Regulatory Compliance Department.

#### E. Safety Equipment

1. Safety devices and personal protective equipment will be provided by the Company for all employees working in hazardous environments. Employees are required to use such devices while performing their work. Such devices may include ear protection, headsets, safety glasses, respirators, rubber gloves, etc.
2. Employees will not be required to use unsafe tools or equipment or work in an unsafe area or under unsafe conditions. Employees are expected to report unsafe tools, equipment, areas or conditions to their immediate supervisor and safety representative or committee immediately.
3. All unsafe equipment will be tagged and held out of service until repaired.
4. Complete safety equipment requirements for each shop and/or location can be obtained by contacting the safety and regulatory compliance department.

#### F. Dress for Safety

1. Each employee is expected to dress appropriately for work. Personal items such as jewelry, scarves, ties, etc. Which could cause an unsafe condition will not be worn.
2. Safety shoes are recommended in all areas. In areas of contact with the public, shoe style and color will meet Continental uniform standards. The Company recommends that

safety shoes should meet the requirements and specifications of ANSI standard Z 41.1 – 1981, Men's Safety-Toe Footwear, "Class 75" shoes. (Ref. Article 21 (Q))

- G. On an annual basis, Company paid health screening, urinalysis, blood tests and physical examinations will be provided to employees working in the Paint and Composite shops; employees cleaning and plating parts and equipment; and, Inspectors in NDT Testing to insure that these employees are not being exposed to substances which could adversely affect their health. Should the concern of an adverse health condition arise in any other work area the Company will provide paid health screening, urinalysis, blood tests and physical examinations to the employees in that work area.

H. Health

1. The Company will furnish good artificially cooled drinking water and sanitary water fountains or coolers, accessible to each work area.
2. The floors of restrooms and toilets will be kept in good repair and in a clean, dry, and sanitary condition. Employees will cooperate in maintaining these conditions.
3. Shops, hangars, break rooms and washrooms will be lighted, heated and cooled, to the fullest extent possible, in a the best possible manner consistent with the source of light, heat and cooling available. maintaining a healthy work enviornemnt.
4. Suitable foul weather gear, including raincoats, boots, galoshes and rain hats will be made available by the Company.

I. Inclement Weather

1. Employees covered by this Agreement shall not be required to perform maintenance on aircraft or ground equipment outside during inclement weather when hangars or garages are available.
2. This paragraph shall not apply to employees working on aircraft for immediate service or in servicing aircraft for through service, or performing maintenance work normally performed outside the hangar, unless a spare aircraft is available and there is room in the hangar for such repair.
3. This clause shall not apply to employees working on ground equipment for immediate service or ground equipment in immediate need to support the through service of aircraft or other routine maintenance, unless a spare piece of equipment is available and there is room in the hangar for such repair. "A" and "C" checks, along with heavy maintenance (e.g., transmission drops, engine changes, etc.) will be performed indoors where facilities are available.
4. ~~The parties recognize that the Company's current practice is in compliance with these provisions, except as it relates to the past practice regarding ground service equipment in Newark.~~

**Exhibit 1 to Article 14 – Alcohol and Drug Testing**

**Part 1 - Testing Occasions**

**A. Random Testing**

1. All employees will be subject to random drug and/or alcohol testing to the extent required by applicable federal regulations.
2. The Company may conduct random drug and/or alcohol testing of employees any time. An employee undergoing drug and/or alcohol testing will be deemed to be on duty until the testing collection process is completed.
3. Following positive verification of identification using photographic identification, employees selected for random drug and/or alcohol testing will be given a written notice, in duplicate, stating the location where the employee is to report for the collection process, and advising him that refusal or failure to immediately report and to provide the required urine and/or breath specimen will result in termination of the employee's employment.

**B. Post Accident Testing**

1. Post accident drug and/or alcohol testing of employees will be required when the Executive Vice-president, Operations, the Vice-president, Technical Operations, or the Staff Vice-president, Safety and Regulatory Compliance determines that an event has occurred which constitutes an aircraft "accident" as defined in applicable federal regulations and the employee's performance contributed to the accident and/or his performance can not be completely discounted as a contributing factor to the accident.
2. Employees required to submit to post accident testing shall do so as soon as possible after the accident. If unusual circumstances result in a delay of the testing, the employee(s) must remain available for alcohol testing for a period of eight (8) hours following the accident. Drug testing may be required up to thirty-two (32) hours following the accident. (Normally both drug and alcohol test collection will be required, and will be administered at the same time.)
3. If the employee has incurred significant physical injury in the accident, medical treatment will take priority over drug and/or alcohol testing. Drug and/or alcohol testing shall be accomplished as soon as possible after necessary medical aid has been rendered.

**C. Reasonable Cause Drug Testing**

When reasonable cause exists, based on observable and objective criteria, to believe that an employee is using drugs prohibited by applicable federal regulations, the Executive Vice-president, Operations, the Vice-president, Technical Operations, or the Staff Vice-president, Safety and Regulatory Compliance may require that the employee submit to drug testing. Reasonable cause must be established by direct observation of two (2) management officials, one (1) of whom may be a management designee, but never a member of the unit, and one (1) of whom must be trained in detecting the indications of drug use. The two (2) officials must substantiate and concur in the decision to recommend that the employee be tested. Once the

determination is made, the testing will be done promptly. Reports and observations must be documented.

D. Reasonable Cause Alcohol Testing

When reasonable cause exists, based on articulable observation of the employee's appearance, behavior, speech, or body odors, to believe that an employee is using alcohol in a way which is prohibited by applicable federal regulations, the Executive Vice-president, Operations, the Vice-president, Technical Operations, or the Staff Vice-president, Safety and Regulatory Compliance may require that the employee submit to alcohol testing. Reasonable cause, based on such articulable observation must be established by direct observation by a management employee who is trained in detecting the indications of alcohol abuse. Once the determination is made, the testing will be done promptly. The reason for any delay shall be documented.

**Part 2 - Drug Testing Procedures**

A. Specimen Collection

1. The Company may elect to have collections services performed by a third party agency.
2. Collection and shipment of urine specimens for drug testing shall be in accordance with applicable federal regulations.
3. Urine specimens shall be split.
4. If testing of the first half of the specimen yields a confirmed negative result, the Company shall order that the second half of the specimen be destroyed.

B. Drug Testing Laboratories

Drug tests will be performed only at laboratories certified by the National Institute of Drug Abuse.

C. Medical Review Officer

1. The Company shall designate the medical review officer (MRO). The MRO will be a licensed medical doctor who has knowledge of substance abuse.
2. The MRO shall perform his responsibilities in accordance with applicable federal regulations.

D. Retesting

1. An employee who has been notified that his test resulted in a confirmed verified positive finding may request a retest of the split portion of the specimen by the same laboratory which tested the original sample, provided he does so within seventy-two (72) hours following such notification. At the employee's option and expense, the second test will be done at a different NIDA certified laboratory.

2. If a second specimen (which must also be split) was provided at the time of the original collection, the employee may request that the second sample also be tested. At the employee's option and expense, the second sample will be tested at a different NIDA certified laboratory.
3. To the extent that it is practically feasible and does not conflict with applicable federal regulations, an employee who has been notified of a confirmed verified positive result may elect to have the specimen(s) DNA tested at the employee's expense. DNA testing will only be done at accredited forensic laboratories which have been certified through the American Union of Blood Banks, the American Society of Crime Laboratory Directors or a laboratory that follows the technical working group for DNA analysis methods. All specimen transfer shall be done in accordance with applicable federal regulations.
4. Should the test of either the split portion of the initial specimen or the second specimen be negative, then the test shall be considered to be negative. Similarly, should the DNA testing establish conclusively that either specimen is not that of the employee, the test shall be deemed to be negative.

#### E. Positive Drug Tests

1. After receiving a confirmed positive, but before verifying that result, the MRO will make all reasonable attempts to contact the employee (including, if necessary requesting that the Vice-President, Technical Operations direct the employee to contact the MRO) to discuss the test result.
2. Following the discussion with the employee and any other appropriate inquiry the MRO will determine whether to verify the test result.
3. In the event that the MRO verifies the confirmed positive result, he shall in addition to any other duties, refer the matter to Continental's Employee Assistance Program Director, who shall notify the Vice-President, Technical Operations.

### **Part 3 - Alcohol Testing**

Testing for alcohol shall be conducted in accordance with applicable federal regulations by appropriately certified personnel. The Company shall not be obligated to preserve breath specimens for retesting. An employee who has been informed that he has tested positive for alcohol at a concentration of 0.02 or higher may request that a blood alcohol test be administered. Such testing must be administered as soon after the breath test as is reasonably possible.

### **Part 4 - Consequences of a Verified Confirmed Positive Drug Test**

#### A. Inadvertent Ingestion

1. Inadvertent and unknowing ingestion of any drug of abuse (or its metabolite) shall not be grounds for discipline.

2. The burden of proving inadvertent and/or unknowing ingestion rests upon the employee. The employee shall have a reasonable amount of time to prove his claim.

B. Illicit Drugs

1. Except as described in paragraph A above, on his first such occasion, an employee who has a verified confirmed positive drug test, shall be given the following options:
- a. Voluntary resignation without eligibility for rehire.
  - b. Termination for cause. However, an employee exercising this option will ~~may~~ be conditionally reinstated subject to the following terms and conditions:
    - i The employee must submit to initial evaluation by Continental's EAP Director or the Director's designee. (Eligibility for conditional reinstatement will not be contingent upon a diagnosis of chemical dependency.)
    - ii If one is recommended, the employee must successfully complete the course of rehabilitation recommended by Continental's EAP, including all continuing terms and conditions attached to such course of rehabilitation. The rehabilitation will be directed and facilitated by Continental's EAP, but will be funded entirely by the employee, except that he shall not be precluded from using any insurance benefits to which he is otherwise entitled.
    - iii The employee must execute and deliver to the EAP Director an undated letter of resignation to be used to terminate the employee's employment should he fail to satisfy any of the terms of this Paragraph B or of the rehabilitation directed by EAP.
    - iv During the remainder of his career with Continental, should the employee subsequently fail any drug and/or alcohol test the undated letter of resignation will be accepted by the Company, and his employment severed.
    - v The employee shall commit in writing to remain drug free for the remainder of his career at Continental and shall agree in writing to be subject to "no notice" drug testing at the direction of the Company as frequently as the Company may decide for a period of up to five (5) years from the completion of the formal rehabilitation program. (Following the five (5) year period during which the employee shall be subject to no notice testing, he shall be obligated only to submit to such further testing as may be required by applicable federal regulations or this Agreement.)
    - vi If the employee fails to comply with the provisions of the conditional reinstatement, termination will result, and his right to challenge such termination through the grievance process shall be waived. No grievance of the matter shall be permitted.

- vii An employee who is offered conditional reinstatement shall be solely responsible for ensuring that he is fully licensed and certified to perform the duties of his position.
- viii ~~If an employee elects to use this option B, but the Company nevertheless declines to conditionally reinstate him despite his compliance with the terms of this Paragraph, the Company shall reimburse him for all out of pocket costs for his course of rehabilitation. Nothing in this Part shall be construed to limit or abridge an employee's right to utilize the grievance and arbitration processes contained in Articles 19 and 20 of this Agreement to challenge matters unrelated to drugs and/or alcohol.~~

#### Part 5 - Consequences of A Positive Alcohol Test

- A. When an employee's breath alcohol test indicates an alcohol concentration between 0.02 and 0.039, he shall be retested no sooner than fifteen (15) minutes from the administration of the initial test. If the second test also indicates an alcohol concentration between 0.02 and 0.039, the employee shall not be permitted to resume maintenance duties until either eight (8) hours have elapsed since the original test, or his breath alcohol test indicates an alcohol concentration of less than 0.02. If the second test indicates an alcohol concentration below 0.02, the test shall be considered negative, and the employee shall be permitted to resume maintenance duties.
- B. An employee whose breath alcohol test indicates an alcohol concentration between 0.02 and 0.039 twice within eighteen (18) months shall thereafter be subject to no notice drug and/or alcohol testing for a period of twelve (12) months from the time of the second such test.
- C. If an employee's breath alcohol test indicates an alcohol concentration of 0.04 or greater, he shall be required, as a condition of continuing employment, to undergo evaluation by Continental's EAP Director, or the Director's designee and to complete any rehabilitation recommended by EAP prior to resuming any maintenance duties. Such rehabilitation shall be funded entirely by the employee, except that he shall not be precluded from using any insurance benefits to which he is otherwise entitled. In addition, he shall be subject to no notice drug and/or alcohol testing for a period of up to five (5) years from the date of his completion of the formal rehabilitation program. Thereafter the employee will not be subject to further no notice testing relating to the rehabilitation.
- D. If at any time during the balance of the employee's career he has a breath alcohol test indicating an alcohol concentration of 0.04 or greater, he shall be forever barred from working as a Technical Services employee for Continental, or from performing any other safety sensitive duties at Continental.

#### Part 6 - No Notice Testing

- A. No notice is drug and/or alcohol testing administered by the Company in aid of rehabilitation as described elsewhere in this Part. Employees will be subject to no notice testing under each of the following circumstances:
  - 1. The employee has submitted to a rehabilitation program requiring no notice testing.

2. A System Board of Adjustment has directed no notice testing.
  3. The employee has had a previous verified confirmed positive drug test result, a breath alcohol test indicating an alcohol concentration of 0.04 or greater, or two breath alcohol tests indicating an alcohol concentration between 0.02 and 0.039 within eighteen (18) months.
- B. During the period an employee is subject to no notice testing, the Company may require no notice drug and/or alcohol testing as frequently as it deems necessary or advisable.
  - C. No notice testing may be conducted just before, during, or just after any on duty period.
  - D. Whenever an employee is to be subject to no notice testing the Company's EAP representative will meet with the employee and a Union representative (if the employee so chooses) to thoroughly explain and detail (including a hard copy outline) the entire no notice testing procedure.

#### **Part 7 - Voluntary Rehabilitation**

An employee who has not had a verified confirmed positive drug test result or a breath alcohol test indicating an alcohol concentration of 0.04 or greater, may enter voluntarily into any FAA approved drug and/or alcohol rehabilitation program, including any such program recommended by Continental's EAP. An employee who has voluntarily entered into a rehabilitation program pursuant to this Part shall be entitled to use any accumulated sick leave to the extent needed to complete the rehabilitation program. Upon completion of the formal rehabilitation program and appropriate certification, the employee shall assume the bid position to which he is otherwise entitled by the terms of this Agreement.

#### **Part 8 - Refusal or Failure to Cooperate**

An employee who refuses or fails to cooperate in any drug or alcohol test as mandated by applicable federal regulations or by this Agreement, or in any rehabilitation related testing by refusing to provide a breath or urine specimen, or a breath or urine specimen of sufficient quantity will be withheld from service without pay pending investigation. If the investigation fails to find a valid medical reason for the employee's failure to cooperate, or in the case of an insufficient specimen if a medical evaluation determines that there was no genuine inability to provide the required specimen, he shall be terminated.

#### **Part 9 - General**

- A. Consistent with applicable federal regulations and Part 1, Paragraph A (3), above, an employee will be permitted to notify the Union regarding any matter concerning this Section as soon as possible.
- B. Except for no notice testing, drug testing shall be limited to those drugs (and their metabolites) listed in applicable federal regulations.
- C. In the event that the employee requests, or applicable federal regulations require, that a blood test be accomplished, the drawing of the blood shall only be done by a trained, qualified, medical professional, and only in a clinical setting.

- D. Nothing in this Section shall be construed to require the Company to utilize or compensate an employee who is not fully licensed and certified to perform maintenance duties for the Company.
- E. The Company and the Union shall meet, no later than ninety (90) days after ratification of this Agreement to review all Last Chance Agreements (LCA's) that apply to drug and/or alcohol related matters. Once the parties agree the LCA's are in compliance with this Agreement the Company shall not utilize a different LCA for any member covered by this Agreement without the consent of the IBT Airline Division Director.

## Article 17 - Overtime

- A. For purposes of this Article, the following terms shall have the following meanings:
1. Call Book – A collection of necessary document(s) or database which indicate the employees who are in a particular Bid Area. Information included in the Call Book shall be: employee name, employee ID number, home phone number, shift and days off, seniority date, total number of overtime hours of each employee and his/her verification of a desire to work or not work overtime.
  2. Eligible – An employee who has indicated in the Call Book of his/her desire to be offered any authorized overtime shall be considered eligible for purposes of this Article.
  3. Eligible Period – A defined period of time for which an employee has agreed to be available for the proffer of overtime.
  4. Call Out – An offer of overtime for a specific period of time on a specific day within the Bid Area. Call Outs will be made to the eligible employee(s) who have the lowest number of accumulated overtime hours and who is off and available to work the overtime. (See, LOA #7, at page 1.)
  5. Charging – Overtime, either worked or refused will be charged in straight time pay hours, i.e., an hour worked at time and a half shall be 1.5 hours and an hour worked at double time shall be 2.0 hours. Only those eligible employees who appear in the Call Book will be charged for refusing overtime. ~~Work offered from the overtime list that will be paid in straight time hours shall not be charged if refused.~~ Employees who are off duty and offered overtime with less than four (4) hours notice will not be charged if refused.
- B. For pay purposes, an employee's twenty-four (24) hour day begins with the starting time of that employee's regularly scheduled shift. Overtime rates shall be computed on an actual minute basis adjusted to the nearest one tenth (1/10<sup>th</sup>) of an hour, with a minimum of one (1) hour overtime at the applicable rate. When computing overtime, the employee's straight time compensation will include the base rate, any licenses, premiums, and differentials that the employee normally receives for each regularly scheduled hour, during the employee's regularly assigned shift. When employees work overtime outside of their regularly assigned shift they will have the applicable shift differential incorporated into their straight time compensation for the purpose of computing overtime, however at no time will an employees straight time compensation, for the purpose of computing overtime, be less than what he normally would receive for each regularly scheduled hour on his normally scheduled shift.
- C. 1. Employees on an eight (8) hour day shall be paid an hourly rate of time and one-half (1½X), based on the employee's regular straight time compensation for:
- a. The first four (4) hours worked after the employee's regularly scheduled shift, ~~provided that the employee has actually worked or has been credited as having worked his regularly scheduled shift.~~
  - b. The first eight hours worked on either of the employee's regularly scheduled days off, ~~provided that the employee has been credited with forty (40) hours in his seven (7) day week.~~

2. Employee on a ten (10) hour day shall be paid time and one-half (1½X) for:
  - a. The first two (2) hours worked after the employee's regular shift, ~~provided that the employee has actually worked or has been credited as having worked his regularly scheduled shift.~~
  - b. The first ten (10) hours worked on one of the employee's three (3) regularly scheduled days off, ~~provided that the employee has been credited with forty (40) hours in his seven (7) day week.~~
  
3. Employees on an eight (8) hour day shall be paid an hourly rate of double time (2X), based on the employee's regular straight time compensation for:
  - a. ~~All time worked in excess of twelve (12) hours on a regularly scheduled work day, provided that the employee has actually worked or has been credited as having worked his regularly scheduled shift.~~
  - b. All hours worked in excess of the first eight (8) hours worked on the employee's two (2) regularly scheduled days off, ~~provided that the employee has been credited with forty (40) hours in his seven (7) day week.~~
  - c. All time worked on the employee's second day off, provided that the employee has worked, or has been compensated for, four (4) hours or more on his first day off, ~~and provided further that the employee has been credited with forty (40) hours in his seven (7) day week.~~
  
4. Employees on a ten (10) hour day shall be paid double time (2X), based on the employee's regular straight time compensation for:
  - a. ~~All time worked in excess of twelve (12) hours on a regularly scheduled work day, provided that the employee has actually worked or has been credited as having worked his regularly scheduled shift.~~
  - b. All hours worked in excess of the first ten (10) hours worked on the employee's three (3) regularly scheduled days off, ~~provided that the employee has been credited with forty (40) hours in his seven (7) day week.~~
  - c. All time worked on the employee's second or third day off, provided that the employee has worked, or been compensated for, four (4) or more hours on one of his previous days off, ~~and provided further that the employee has been credited with forty (40) hours in his seven (7) day week.~~

5. ~~Credited Hours as used in this Article shall mean all hours worked (including Company Business, training, field trips, and trade days worked) either at straight time or overtime rates as well as those hours paid but not worked on a holiday (fixed, floating or deferred) and those hours which produce an "overlap" on trade days. Such overlap will be credited to a maximum of two and one half (2 ½) hours for each occurrence.~~

- D. When an employee works overtime in conjunction with his regular shift, not related to job continuation, he shall be entitled to a minimum of four (4) hours overtime pay, except that when overtime is required to cover staffing outages (vacation, sick, leaves of absence, etc.) he shall be entitled to work the full shift being covered, whether the shift is eight (8) or ten (10) hours. When the two shifts overlap, the overlap time will remain part of the employee's regular shift. When an employee is off duty and is called in to work overtime he shall be entitled to a minimum of eight

(8) hours of overtime pay unless the overtime shift being covered overlaps with the employee's regular shift, in which case the overlap time will remain part of the employee's regular shift. Employees who are called in late for overtime will be pay protected at the applicable overtime rate for the entire shift, either eight (8) or ten (10) hours whichever is applicable, if the late overtime call out causes the employee to miss any part of the shift. (See, LOA #7, at page 1.)

- E. Employees will be given a break period of ten (10) minutes every two (2) hours, and if working overtime in conjunction with a regular shift, will be given a ten (10) minute break between the shift worked and the overtime assignment. Employees required to work two (2) continuous hours or more, either before or after regular hours, shall, at the employee's discretion, be afforded an additional thirty (30) minute paid meal period, or pay in lieu thereof. For each additional four (4) hour period of continuous overtime service employees will receive, at the employee's discretion, an additional thirty (30) minute paid meal period, or pay in lieu thereof. ~~will be allowed within the following hour.~~ Time for such meal periods will not break the continuous service period. An employee may, at his discretion forgo the paid lunch or additional pay and be allowed to leave work early with pay at the applicable overtime rate.
- F. When possible the Company shall give at least four (4) hours advance notice of contemplated overtime.
- G. When an employee has worked more than one (1) shift (eight (8) or ten (10) hours, whichever is applicable) in the previous twelve (12) hours and his duties are such that he will not have nine (9) or more hours of at least a six (6) hour rest period prior to the start of his next scheduled shift ~~he shall be afforded an eight (8) hour rest period prior to the commencement of his next scheduled shift. If an employee's preceding work assignment terminates so that there will be less than six (6) hours prior to the commencement of his next scheduled shift,~~ at the employee's option, one of the following will occur:
1. ~~The employee and his supervisor may agree that~~ He will report to his next work assignment on time and be compensated, for all hours worked, at the applicable overtime rate, or
  2. ~~If the parties do not agree that~~ he chooses not to will report to his next work assignment on time, he will take an nine (9) eight (8) hour rest period with no loss of pay. If the rest period is such that it extends half way or more through the employee's next regularly scheduled shift, excluding lunch, (four (4) or five (5) hours, whichever is applicable), the employee may remain at home and be pay protected for the entire shift.
  3. All scheduled trade days worked shall be considered the employees regular shift and all rest violation provisions of this Article shall apply to such trade days.
- H. The following procedures will be followed in the administration of overtime:
1. On January 1st of each year the overtime hours of each employee will be reduced to zero (0), and in each Bid Area a list of the employees in seniority order will be posted. This will constitute the initial overtime call sheet.
  2. For each Bid Area subject to these rules, the Company will maintain and make available upon request, accurate daily records of all overtime worked and all overtime refused. An overtime hour for the purposes of overtime equalization, shall be computed and recorded as the overtime hour worked or refused, unless spelled out differently herein, multiplied by the amount of overtime compensation.
  3. Employees transferring by bid, being recalled, displacing into, returning from Leave of

Absence of more than forty-five (45) days, returning from a temporary assignment of more than three (3) weeks, will be given the number of overtime hours they have obtained in the current calendar year from their previous work location(s). New hires entering a Bid Area will not be eligible for overtime during their probation. After probation they will be given the highest number of overtime hours in the Bid Area.

4. A standard overtime call sheet or its electronic equivalent will be maintained for each Bid Area subject to these rules. To be eligible to work overtime employees must sign up correctly in ink on the overtime call sheet for their Bid Area, initialing any subsequent changes in ink. The sign up will include the employee's name, regular shift, the shift(s) for which the employee desires to work overtime, and a phone number(s) at which the employee can be contacted if not at work when the callout is being made. All entries in the overtime call sheet must be accurate and legible.
- ~~5. If for continuity purposes it is deemed by management that an employee should stay and complete his assigned job, and the job can be anticipated to be completed within three (3) hours, then the employee performing that job may be requested to do so without regard to seniority or overtime hours charged. This will be known as "job continuation."~~
5. If the need for overtime ~~not requiring continuity~~ arises in a particular Bid Area in conjunction with a shift in progress, and the need is for four (4) hours, the overtime will be offered to those employees who are then working on the shift in question and who have signed the call book. The person with the least amount of overtime hours will be offered first, and the remaining need will be met by offering the overtime to the employees in the Bid Area on shift in ascending order of their overtime hours. If two or more employees have the same number of overtime hours charged the offering will be made in Craft seniority order.
  - a. Except as provided in paragraph 6 above, all other overtime will be offered to employees using the call sheet. In making an overtime callout, the Company will contact the employee on the overtime call sheet who can cover the shift and has the least amount of overtime first, next least second, etc. Employees will be considered able to cover the shift, as stated above, so long as their normal shift ending time and the start time of the overtime request does not exceed one hundred and fifty (150) minutes, provided that the employee must report to the work area of the second shift at the start time of the second shift rather than remaining in the work area of the first shift.
  - b. If there are insufficient employees on the call sheet to fill the overtime requirement, the Company will solicit volunteers from the work area where the overtime originated in the Bid Area without regard to seniority or overtime hours charged, and if there are still insufficient employees to fill the overtime requirement, may allow qualified employees from other Bid Areas to work the overtime.
  - c. If there still exists a need for overtime, employees not working the shift but who are regularly assigned to the Bid Area, may be assigned the overtime in reverse order of seniority.
  - d. Employees will not be required to work overtime against their wishes, except in emergencies. The term emergency as used in this Article shall mean "Acts of God," "Acts of War" (as declared by Congress), national emergency, natural disaster, revocation of the Company's operating certificate, the grounding of a significant portion of the Company's fleet, a shutdown of any substantial portion of the air transportation system, or danger posed by the elements of weather. The

term "emergency" shall not mean the usual sudden, urgent and unexpected occurrences requiring immediate attention in the typical daily operation of the Airline (including maintenance checks being performed). or any other unexpected circumstance posing significant danger to persons, property or the business. In such cases, no employee will be required to work an overtime assignment which would require him to work a total of more than twelve (12) hours for an employee normally scheduled for eight (8) hour shifts, or fourteen (14) hours for an employee who normally works a ten (10) hour shift, in any twenty-four (24) hour period.

6 When the need arises to call employees for overtime who are not on duty, the Company will contact a ~~shop steward or his designee at the time of the callout, and begin contacting the~~ employee(s) by phone, using a Company land line, at the number(s) listed by the employee on the call sheet. If the Company is unable to contact the employee in person at the phone number(s) listed, the Union Steward will then re-dial the number(s) himself verifying the response that was indicated by the Management representative, and the employee will be bypassed. The Company retains the sole responsibility for the proper administration of overtime call outs.

- I. The overtime provisions of this Article shall not apply where the overtime is worked due to a change in shifts through the exercise of seniority by employees or due to an approved exchange of shifts and/or day trades ("Day Trade" provisions pursuant to Article 7) done for the convenience of the employees, unless, in the case of the "Day Trade" provisions, the overtime pay is a result of any of the "Rest Violation" provisions in this Agreement.(including but not limited to Articles 12.G and 17.G)
- J. At each Station/Point the Company and the Local Union will mutually agree, in writing, to the rules and conditions regarding the proper administration of overtime pursuant to this Article.
- K. An employee who is bypassed in violation of the overtime distribution procedures set forth in this Article will be paid at the applicable overtime rates for all hours missed due to the bypass. ~~treated as follows:~~
  - 1. ~~If the Company has not made all reasonable efforts to contact the shop steward or his designee as provided in paragraph H(7) above, or if If the bypass is a deliberate and intentional act, the employee will be paid and charged the applicable overtime rate for all hours missed by that particular overtime opportunity. For purposes of this paragraph, a bypass that results from repeated instances of administrative and/or clerical errors shall be deemed to be intentional.~~
  - 2. ~~In all other cases, the employee shall be offered an opportunity to work an amount of overtime equal to the amount of overtime missed, at the overtime rate at which he was bypassed. The employee will be able to work the overtime at his discretion in any work area in his bid area.~~

Note: The Union proposes to delete overtime example charts one (1) thru eighteen (18)

**Article 18 - Union Security And Representation**

- A. It shall be a condition of employment that all employees of the Company covered by this Agreement, shall on the effective date of this Agreement, become and remain members in good standing of the Union or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues required of the Union members, such sums to be recognized as "Service Fees."
- B. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date shall on or before the sixtieth (60<sup>th</sup>) day following the beginning of the initial seniority date, become and remain members in good standing in the Union, or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues required of the Union members, such sums to be recognized as "Service Fees".
- C. The Company will deduct from the wages of any employee covered by this Agreement said employee's initiation fees and dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form will be provided by the Union. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees and/or dues. The amount so withheld shall be deducted from the appropriate paycheck, reported and paid to the Union monthly. The Employee's Social Security number, full name, dues rate, rate of pay and status of employment will be transmitted with the monthly fees/dues.
- D. The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.
- E. In the event of termination of employment there shall be no obligation upon the Company to collect dues until all other deductions have been made.
- F. The Union shall give the Company at least thirty (30) days written notice before requesting the removal of employees from employment for failure to maintain membership in good standing in the Union in accordance with Section A of this Article.
- G. The Company will advise the Union of the name(s), hire dates, and addresses of any new hires and the names and dates of all other employees covered by the Agreement who have been terminated, laid off, retired, transferred, changed status, or recalled at the time the Company turns over the monies to the Union per paragraph B above.
- H. It shall be the responsibility of any employee who is not on a dues deduction program to keep his membership current by direct payments of monthly dues to the Union.
- I. Should a deduction be missed, or in the event an insufficient amount is deducted the proper adjustment will be made the following month.
- J. Bulletin Boards

1. Glass enclosed lockable bulletin boards (maximum dimensions 3' x 5') acceptable to the Company will be provided by the Company at each bid area. Each Board will be labeled as "Union." The Union and the Company will determine the location of the bulletin boards by mutual agreement. Keys will be issued only to the Shop Steward and to the local management designee.
  2. Union notices of interest to the employees may be posted on the bulletin boards. No political, inflammatory, controversial, or derogatory material will be permitted thereon.
- K. The Company agrees to admit to its bases the officially designated representative of the Union to transact business as is necessary for the administration of the Contract. Such business shall be transacted in as short a time as possible and shall not interfere with the operations of the Company. The Company shall supply such officially designated representative(s) with sufficient I.D.'S to access all aircraft operating areas and work areas covered by this Agreement, at no cost to the Local Union.
- L. The Union shall elect or appoint a primary shop steward(s) and if deemed necessary, an alternate(s) to each Bid Area for conducting Union business and shall notify the Company in writing of their election, appointment, or removal.
1. A primary or an alternate steward shall be permitted reasonable time to investigate, present and process grievances within the scope of said steward's station and shift on the Company's property without loss of pay during his regular working hours. If a steward is reasonably requested by management to delay an investigation of a grievance because of immediate work requirements, such steward, if practical, shall cooperate with the request.
  2. Time spent in handling grievances during the steward's regular working hours shall be considered hours worked for all purposes. It is understood that if a steward voluntarily chooses to handle a grievance on other than Company time, he may not claim overtime pay for the non-Company time spent handling such grievance. This provision, however, shall not be construed as affecting an employee's overtime pay for time spent handling grievances while at work on an authorized overtime opportunity.
- M. Effective upon signing of this Agreement, the Company will assume the cost of six hundred and ninety-two hours (692) ~~one hundred and seventy-three hours (173.0)~~ of straight pay time per month for each location where five hundred (500) ~~two hundred and fifty (250)~~ or more actively employed covered employees are based, and three hundred and fifty hours (350) ~~eighty-seven and one-half hours (87.5)~~ for locations where more than one hundred (100) ~~two hundred (200)~~ but less than five hundred (500) ~~two hundred and fifty (250)~~ actively employed covered employees are based. This time is to be used only for conducting Union business. The time may be used by ~~one or more shop stewards~~ as designated by the Local Union Business representative, or his designee.
- N. The Union will provide the Company with the names, addresses, and phone numbers of its official Business Representatives at each base.
- O. ~~Any employee covered by this Agreement who is required to be present at a Company hearing or investigation involving the employee will be entitled to Union representation at such hearing or~~

investigation.

An employee who is to be questioned by Company Representatives in the investigation of an incident which may result in disciplinary action being taken against him or another employee, will be informed of his right to have a Union Representative present before such questioning begins. The Company shall be required to document and have the employee sign for any refusal of such Union representation.

P. All new or transferring employees shall be afforded an opportunity during orientation with the Local Business Agent or his designee.

Q. Union Leave

1. Upon forty-eight (48) hours written notice by an authorized Union representative, the Company will grant to an employee covered by this Agreement a Union Leave of Absence for up to seven (7) days, without loss of pay. No more than one (1) employee may take such leave at any station at any time, except two (2) employees may take such leave at the station at the same time at stations where the Company employs five hundred (500) or more active employees covered by this Agreement. The Union will reimburse the Company for the cost of wages and benefits paid to the employee(s) while on such leave.
2. Upon fourteen (14) days written notice the Company will grant an extended Union Leave of Absence. Employees on Union Leave of Absence will be considered to be continuously employed by the Company for purposes of participating in the Company health and welfare plans, seniority accrual, and other benefit programs established by this Agreement. The Union shall pay the wages or salary, inclusive of fringe benefits, of an employee on extended Union Leave and shall reimburse the Company for any cost of participation in the benefits established by this Agreement.
3. Employees accepting full-time positions with the Union as representatives of the employees covered by this Agreement shall be granted an indefinite leave of absence by the Company. An employee on leave for this purpose shall retain and continue to accrue Company and Craft seniority in the Craft and classification they vacated.
4. An employee must advise the Company at least ten (10) days in advance of his intention to return from any of the foregoing Union leaves of absence. Upon his return he shall be reinstated to the position he held when the leave was granted. If the position is no longer available he may choose to fill any other open position in his bid area. If there are no open positions in the employee's bid area he may exercise his seniority to displace the junior employee in his Bid Area, station/point or system if necessary.

## Article 19 - Grievance Procedure

### A. Grievances Involving Interpretation Or Application Of The Agreement

In the event of a grievance arising over the interpretation or application of this Agreement or in the event of disciplinary action, not involving loss of pay, the following procedure shall be followed:

1. The aggrieved employee will first present the complaint to his supervisor for discussion and possible solution within thirty (30) days after the employee or his representative could reasonably have knowledge of the incident upon which the complaint is based. During this discussion, the employee will have the right, but not the obligation, to be represented by his shop steward or Local Business Representative. An employee who is to be questioned by Company Representatives in the investigation of an incident or accident which may result in disciplinary action being taken against him or another employee, will be informed of his right to have a Union Representative present before such questioning begins. The Company shall be required to document and have the employee sign for any refusal of such Union representation. It is understood and agreed that decisions made at the first step of the grievance procedure by the supervisor, employee and/or his representative shall not constitute a precedent of any kind unless otherwise agreed to by the Union and the Company.
2. If the complaint cannot be resolved through a discussion, the grievance shall be reduced to writing by the employee or his representative, signed by the employee or his representative, and presented to his supervisor within ten (10) calendar days after the date of the discussion described in paragraph A.1 above.
3. The grievance will be answered in writing by the supervisor, who will send a copy to the grievant, the shop steward and the Union Representative, within ten (10) calendar days after he receives the written grievance.
4. If the decision of the supervisor is not satisfactory, the employee or his Union Representative may appeal the grievance directly to the regional Director or his designee, provided such appeal is presented in writing within ten (10) calendar days after the written decision of the supervisor has been presented to the grievant, the shop steward, and the Union Representative.
5. The regional Director or his designee will meet to hear the grievance(s) within ten (10) calendar days following the receipt of the written appeal. The grievant, the shop steward and the Local Union business agent shall be entitled to attend this meeting, and shall be allowed a reasonable opportunity to present relevant testimony and information. The regional Director or his designee shall issue his decision in writing within ten (10) days after the presentation of such relevant testimony and information.
6. Within fourteen (14) calendar days after the receipt of the written decision of the regional Director or his designee, if the decision is not satisfactory to the employee and his Union Representative, the Union may appeal such grievance to the System Board of Adjustment by serving a written notice to Teamsters Local Union No 19 (~~Grapevine~~

~~office~~) with a copy directed to the Vice President of Maintenance or his designee at the Company's office.

B. Discharge and Disciplinary Procedure:

1. In the event an employee is suspended or terminated pending investigation and is subsequently found innocent of the charges, he will be paid for such lost time from work.
2. In those instances where the Company discharges or disciplines a non-probationary employee to the extent of loss of pay, such disciplinary action will not be imposed until a fact/finding meeting is held between the employee's supervisor, the employee, and his steward. Nothing shall preclude the Company's right to suspend any employee without loss of pay pending such meeting. The purpose of such meeting is to interview pertinent witnesses, establish pertinent facts and determine any possible solution, it being understood and agreed that decisions at such level shall not constitute a precedent. The Company representative involved will, within ten (10) calendar days after such meeting, render a decision in writing to the employee, unless further investigation is required, in which case the Company will notify the affected employee and the Union of the reasons for the delay. The affected employee shall remain in a paid status until such time as a decision is rendered.
3. If the decision of the Company's representative is not acceptable to the Union, the decision may be appealed by the Union to the System Board of Adjustment within fourteen (14) calendar days after receipt, by serving written notice to Teamsters Local Union No 19 (~~Grapevine office~~) with a copy directed to the Vice President of Maintenance at the Company's Administrative Office.
4. Notwithstanding any of the provisions of this Article, probationary employees are not entitled to file grievances under this contract regarding discipline or discharges, nor shall such employees be entitled to challenge discipline or discharges taken against them under this Agreement. The System Board's findings and decisions shall be final and binding upon the Teamsters - Airline Division, the Company, and the individual employee or employees to such dispute.
5. In the event the Union appeals the disciplinary action to arbitration the Company and the Union shall attempt to agree on a mutually acceptable impartial arbitrator. If the parties are unable to agree on an arbitrator they shall select an arbitrator as provided in Article 20, Board of Arbitration.

C. System Boards

1. The System Board of Adjustment "the Board" shall be composed of two (2) members designated by the Company and two (2) members designated by the Union. The Board ~~shall will meet on a monthly basis as needed during the course of the calendar year meet~~ at stations throughout the system on a rotating basis. Dates for the Board shall be mutually agreed upon prior to the beginning of each New Year. The location of the Boards will be determined and mutually agreed upon at the end of each preceding Board. ~~Houston, unless another city is mutually agreed to. The Board shall meet as needed. In the case of a discharge or a suspension resulting in loss of pay, the Board of Adjustment~~

shall convene within thirty (30) calendar days of the date the discharge or suspension is appealed to the System Board of Adjustment. In the case of a discharge, the Board of Adjustment shall convene at the station where the discharged employee worked unless another city is mutually agreed to.

2. The System Board shall render a decision no later than thirty (30) calendar days after it has closed the record in the hearing of the case. If the Board deadlocks, the Union may appeal the case to arbitration.

D. General And Procedural Rules

1. An employee who serves as a witness and who is not released from his witness duty at least ~~ten (10)~~ ~~eight (8)~~ hours prior to the start of his next regularly scheduled shift shall be excused from working that shift, but shall suffer no loss of pay as a result. Release from duty will be deemed to be at block-in if required to fly to return to his home.
2. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearing and meetings required in connection with a grievance.
3. Upon request, the Union will be provided access to all documents and reports in the Company's possession on which the action taken was based. The Union shall be entitled to copies of any such documents that it may determine are needed.
4. Employees of the Company who are on duty and are called as witnesses for any of the proceedings described in this Article will suffer no loss of pay. In addition employees scheduled to work swing shift or graveyard shift (inclusive of trade days) on the day preceding the hearing will be released with no loss of pay to accommodate travel time and provide ample rest. The number of witnesses summoned at any one time shall not be greater than the number that can be spared from the operation without interference with the services of the Company. If the Union deems necessary the testimony of witnesses (inclusive of management personnel) the Company is unable to release, the proceedings will be adjourned until such time as the witnesses are able to testify. The parties agree to use their mutual best efforts to minimize the cost and the operational disruption potentially created by this provision. In System Board cases where testimony is cumulative (merely duplicating the testimony of other witnesses), or is otherwise not essential to the case, such evidence may be presented by sworn statement(s).
5. All time limits will be complied with by the Company, the employee(s), and the Union. If the Company does not comply with the time limits, the grievance will be deemed automatically appealed to the next step. It is recognized that Company or Union representatives may request reasonable time limit extensions, and the parties may mutually agree to extend any of the time limits in this Article.
6. It is agreed by the parties hereto that the periods of time for hearings, decisions, and appeals established in this section shall be considered as maximum periods and that when hearings, decisions, and appeals can be handled in a period of less than the maximum time stipulated, every effort will be made so as to expedite such cases.

7. The Company recognizes the right of the Union to file a group grievance when the issue is common and identical to those employees in the group.
8. In the event of permanent change of the parties responsible for answering grievances at any step of this grievance procedure, the Company will notify the Union as soon as possible.
9. The Union, or its representative, and/or the Grievant shall have access to the Grievant's personnel file for review in any ~~discipline or discharge~~ case. The Union shall be entitled to copies of any documents from the file that it may determine are needed. When requested by either the Company representative or the Union representative, the System Board shall summon any witness(es) who are employed by the Company and are deemed necessary to the dispute by the System Board.
10. Where unknown evidence or documentation not previously shared with the Union is introduced at the System Board and/or Arbitration, the System Board or Arbitrator will allow sufficient time for review of the new evidence.

E. Discloser

Both parties shall agree to a discovery process and the Company shall be compelled to disclose, to the Union, all data/documents and the names of the witnesses to be presented no later than ten (10) calendar days prior to the actual date of the System Board of Adjustment and/or Arbitration. Any data/documents or witnesses given to the Union within ten (10) calendar days of the System Board and/or Arbitration must be disclosed as soon as possible but in all cases no less than forty-eight (48) hours prior to the actual System Board of Adjustment and/or Arbitration. If the Union receives a late document or witness list it shall have the option to adjourn the hearing in light of the new document or witness list or take the necessary time for review of the new evidence.

**Article 20 - Board Of Arbitration**

- A. After the receipt of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator no later than five (5) days after receipt of such notice. If the parties are unable to agree on an arbitrator, they shall request the National Mediation Board to submit a list of seven (7) persons qualified to act as the impartial arbitrator. Each party may reject the NMB list once. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike three (3) names from the list, the party to strike first to be selected by lot. The seventh (7th) remaining person shall thereupon be selected as the impartial arbitrator. Written notice to the selected arbitrator shall be simultaneously sent by the parties requesting his/her availability no later than five (5) days after such selection. The arbitrator shall be advised to furnish his/her availability to both parties simultaneously. The Board of Arbitration shall consist of one (1) member selected by the Union and one (1) selected by the Company, and the impartial Arbitrator. The arbitration must be heard within one hundred and twenty (120) days from the selection of the arbitrator unless mutually agreed to otherwise.
- B. The parties shall enter into a submission agreement, which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the Company's disposition of the same with notation that the parties could not agree upon a submission agreement. Either party may also submit its proposed version of the arbitrable issue or issues to be decided by the arbitrator.
- C. During the hearing, each Party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator ~~shall~~ may render his findings and award in writing no later than sixty (60) calendar days after the conclusion of the hearing or receipt of the post hearing briefs, whichever is later. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of the Agreement.
- D. All arbitration hearings will be held in Houston, unless another place is mutually agreed to by the Company and the Union. In the case of a discharge or suspension, to the extent of loss of pay, the Board of Arbitration shall convene at the station where the discharge or suspended employee worked unless another city is mutually agreed to.
1. Each of the parties hereto shall assume the compensation, traveling expenses and other expenses of its witnesses called or summoned by it and each of the parties shall assume one-half (1/2) of the expenses of the arbitration, except that the employees of the Company who are necessarily summoned to serve as witnesses and the grievant, if not discharged or on suspension, will suffer no loss of pay as a result of participation in the arbitration proceeding.
  2. Witnesses who are employees of the Company and the grievant shall receive free transportation over the lines of the Company from their point of duty or assignment to the point at which they must appear as witness before the Board and return, to the extent permitted by law.

3. It is understood and agreed that each and every witness summoned by the Board who is an employee of the Company shall be free to discharge his duties in an independent manner without fear that his individual relations with the Company or the Union may be affected by an action or by testimony given by him in good faith in his capacity as a witness.
  4. If a stenographic transcript is made of the arbitration proceeding the party making the request shall bear its expense, unless the request is made by the arbitrator, in which case the cost of the transcript will be shared equally by the Company and the Union. In the event the party not requesting the transcript decides at the hearing or later to obtain a copy, the Company and the Union shall share the entire cost of the reporting and transcribing of the transcript equally.
- ~~E. An employee summoned to serve as a witness who is not released from his witness duty at least eight (8) hours prior to the start of his next regularly scheduled shift shall be excused from working that shift, but shall suffer no loss of pay as a result. Release from duty will be deemed to be at block in if required to fly to return to his home.~~
- E. The provisions of Article 19, paragraphs D 1,2, 3, 4,9 and 10, and paragraph E also apply to this Article.
- F. Decisions rendered pursuant to this Article may not add to, subtract from, or alter in any way the Agreement, but may only interpret or apply it.

## Article 21 – General and Miscellaneous

- A. An employee will upon request be provided with a letter from the Company setting forth his length of service, present and past duties and experience for the purposes of presentation to proper governmental agencies for procuring FAA, FCC or other licenses.
- B. Any employee leaving the service of the Company will, upon written request, be furnished with a letter setting forth the Company's record of the employees Craft(s), and job summaries, stating his length of service and rate of pay at the time the employee leaves the service of the Company.
- C. The Company will print and distribute to each employee a copy of the Agreement and shall provide the Teamsters Airline Division three hundred (300) ~~one hundred (100)~~ copies of same.
- D. The Company shall allow employees a reasonable period of time, but not less than ten (10) minutes immediately prior to punch out to wash up.
- E. Documented Discipline
  - 1. Except as provided in Paragraph E.2 below, all disciplinary letters (letters of warning, reprimand, or suspension and letters of instruction and advice) will be removed from the employee's file after a period of one (1) year from the date of issuance provided there have been no similar infractions (i.e., job performance, attendance related) during that period, except that the period shall be eighteen (18) months for termination warnings. In the event additional infractions occur at any time during said one (1) year, the letters will be retained in the file until such time that there is a one (1) year period with no occurrence of similar infractions (i.e., job performance, attendance related). Copies of disciplinary letters shall be furnished by the Company to the affected employee and the Union.
  - 2. All documented discipline/counseling involving claims related to Title VII violations (e.g., sexual harassment, racial or other discrimination or harassment) may be kept in a separate file for a reasonable period of time. Use of such documents shall be limited to reasonably necessary application in Title VII matters.

F. Personal Tools

1. All technicians are required to have an approved complement of personal tools necessary to perform the technician function. The Company will repair or replace within thirty (30) days, if necessary broken, lost or stolen, required or authorized personal power tools used on the job and contained on the list described in paragraph F.2 below.
2. Each technician must submit to the technician's supervisor a list of all personal tools used on Company property. This list is subject to a periodic check. The list must be approved by the employee's supervisor and placed in the employee's file. The employee should retain a copy for future reference.
3. The approved minimum tool lists are attached as Appendix B to this Agreement.

G. Tool Box Insurance

1. The Company will provide insurance coverage against fire, theft, or serious damage of an individual's complete tool box (including tote box) and the contents, while it is on Company premises or accompanying the technician on a field trip for use in connection with employee's work. Wherever reasonably possible the Company will provide a secured area accessible to each work area for the purpose of stowing tote boxes. If the Company is unable to provide such a secured area, the tote box must be locked to the roll-a-way toolbox, or a secure object provided by the Company, when being stored.
2. The employee must report the loss to his/her supervisor and must file a police report. Losses under this policy will be settled directly with the employee based on the replacement value not to exceed fifteen thousand dollars (\$15,000) ~~eight thousand dollars (\$8,000.00)~~. The insurance claim will not be honored if the inventory list is not on file with the employee's supervisor at the time of loss or if the tote box was not properly stored as provided in Paragraph 1 above.
3. As an alternative to cash payment, the Company may issue employees vouchers redeemable by one or more of the Company's tool vendors for the purchase of replacement tools of like quality.

4. The Union/Company will enforce a lost and found policy. Any tool/personal item found will be stored in a labeled locked box accessible to each work area until the rightful owner claims it, provided that unclaimed items may be disposed of in such manner and at such time as the parties may mutually agree. The Company and the Union shall each hold keys to the lost and found box.

H. Uniforms

1. Employees in Technical Operations, Facilities Maintenance and G.S.E. are required to wear uniforms. New employees must purchase the initial set. A payroll deduction plan is available to assist an employee in paying for uniforms. When the Company elects to make changes to the style or color of uniforms, employees will be provided, at no cost to them, with such changed elements of the initial uniform set.
2. The initial uniform set will consist of the following:

	<u>Item</u>	<u>Quantity</u>	<u>Apparel Choices</u>
a.	Shirts	5 <u>10</u>	Regular Gray or blue ( <u>Inspection</u> ) Button (long or short sleeves), or Gray or blue ( <u>Inspection</u> ) Knit Polo, or Gray T- shirt
b.	Pants	5 <u>10</u>	Regular Charcoal Trousers, or Jean Cut Trousers, or Tropical Weight Trousers, or Flannel Lined Trousers, or Walking Shorts

Note: Regular coveralls may be substituted in lieu of one (1) shirt and one (1) pant.

- |    |        |   |  |
|----|--------|---|--|
| c. | Jacket | 1 | Light Weight Jacket with Liner, or Winter Parka;<br>Cold weather stations: Light Weight Jacket with Liner and Winter Parka or Arctic Parka |
| d. | Belt   | 1 | Reflective – Charcoal, or Leather Belt   |
| e. | Cap    | 1 | Baseball Style, or Knit  |

f. Coveralls 1 Insulated (cold weather stations only)

Cold weather stations are CLE, DCA, ORD, EWR, BOS, DEN, MCI, DTW, LGA, and other locations as may, from time to time be agreed upon by the parties.

3. After the initial purchase, the Company will replace required uniform items on a "fair wear and tear" basis. New uniforms will be exchanged for the old uniforms. Replacement uniforms will be delivered to the employee's home unless otherwise requested. Employees will be reimbursed for any shipping expenses that arise from the delivery of wrong uniforms (i.e.: wrong size, color and/or style etc.). Laundering of uniforms and special outer clothing will be provided by the Company free of charge is the employee's obligation. or the employee shall be given a "Laundering Allowance" of fifty dollars (\$50) a month in lieu of.
  4. The Company provides special outer clothing for employees who are regularly required to perform extended work outdoors, during inclement weather. Where conditions warrant, these items are issued on an individual basis. Other items will be checked out to an employee when needed. In either case, the employee is responsible for all items checked out.
  5. Items checked out to an employee remain Company property. However, it is the responsibility of the employee to insure that any item checked out is returned to the proper source.
  6. In the event of termination of employment, any items still checked out must be turned in to the supervisor. If any items are not returned, the replacement cost of such items will be deducted from the employee's final paycheck.
- I. If there is any change during the term of this Agreement in the licenses employees covered hereunder are required to have, all employees affected shall be given a reasonable period of time from the date of such change in order to obtain each license, and there shall be no change in their status or pay during said period.
  - J. Whenever the Company operates a Charter which requires that a technician accompany the Charter, the Company will select the employee

to accompany the Charter, and compensate the employee, using the Field Trip procedures.

- K In the event that free or Company provided parking is not available for employees covered hereunder at the facility where the employee is assigned or working, the Company will assume the expenses associated with the employees' parking. The Company will purchase or ascertain that its' contractors purchase, insurance to cover damage and/or loss of use of employee's vehicles, when these vehicles are parked in assigned parking lots. This insurance is intended to cover acts of nature, criminal acts, cases of a hit and run or accidents. This insurance shall act in conjunction with the owner's personal insurance to make the employee whole.
- L. It is understood and agreed that all formal agreements, amendments, deletions and additions to this Agreement must be approved by the Director of the Airline Division – International Brotherhood of Teamsters and the senior corporate officer in the Human Resources Department for the Company.
- ~~M. Technical Operations employees and their eligible family members will be provided the same free and reduced rate travel privileges as are extended to other major non management work groups in accordance with Company policy as may be amended.~~
- M. Employees may wear their Union pin and/or Union patch on their uniform.
- N. Each month the Company will provide the IBT Airline Division with a list of new hires, including the date of hire, the Craft, Bid Area, Station into which they were hired, and the employees' addresses, as well as a list of all employees covered hereunder who have terminated from the Company, giving the date of the termination.
- O. Employees of the Union will be furnished positive space (PS4B) transportation over the lines of the Company for the purpose of administering this Agreement. ~~at the level and to the extent such passes are provided to officials of other unions representing other Company work groups.~~
- P. Where standard safety shoes are required the Company shall reimburse each employee for the purchase of such shoes.

Q. The Company will compensate the employee for any time spent acquiring required work related badges, seals, swipe cards, licenses and any required training at the applicable hourly rate.

January 21, 2003

Mr. Donald R. Treichler  
Director, Airline Division  
International Brotherhood of Teamsters  
6242 Westchester Parkway, Suite 250  
Los Angeles, CA 90045

Re. ~~System Board Witnesses~~

Dear Mr. Treichler:

~~This will confirm our discussions during the recently concluded negotiations regarding production of witnesses at System Board hearings.~~

~~In instances involving the discharge of an employee, the parties agreed that they would notify each other of witnesses expected to be called to present their respective cases. In situations where the Union believes a particular management witness should be present, the Business Agent from the appropriate Local will contact the Vice President of Maintenance or the Senior Vice President of Human Resources/Labor Relations to discuss the attendance of that witness at the System Board hearing.~~

~~Please indicate your concurrence by signing one copy of this letter in the place indicated below, and returning it to the undersigned.~~

**(Contingent upon disclosure language Article 19&20)**

Very truly yours,

Michael H. Campbell  
Senior Vice President, Human Resources and Labor Relations

**AGREED**, this 21st day of January, 2003:

Donald R. Treichler  
Director, Airline Division  
International Brotherhood of Teamsters

March 30, 2005

Mr. Donald R. Treichler  
Director, Airline Division  
International Brotherhood of Teamsters  
7306 School House Lane  
Roseville, CA 95747

Dear Mr. Treichler:

This will confirm our conversations regarding the Company's commitment to avoid furloughs.

For the duration of ~~Prior to the amendable date of~~ the Technicians and related employees' collective bargaining agreement, the Company shall not furlough any technician or related employee who was on the Continental System Seniority List as of ~~February 28, 2005-~~ December 31, 2008.

~~The Company shall be excused from compliance with the provisions of this Letter of Agreement above in the event that a circumstance over which the Company does not have control is the continuing cause of such non-compliance. Circumstances beyond the Company's control shall be: an act of nature; an ongoing labor dispute; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due either to governmental action(s)/requirement(s) or to a decrease in available fuel supply or other critical materials for the Company's operation; revocation of the Company's operating certificate(s); war emergency; a terrorist act, or a substantial delay in the delivery of aircraft scheduled for delivery, provided that one of these listed occurrences has a material and substantial impact on the Company.~~

Sincerely,

Dante Marzetta  
Senior Vice President, Technical Operations  
Agreed, this 30th day of March, 2005

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Donald R. Treichler  
Director, Airline Division  
International Brotherhood of Teamsters

March 30, 2005

Mr. Donald R. Treichler  
Director, Airline Division  
International Brotherhood of Teamsters  
7306 School House Lane  
Roseville, CA 95747

Dear Mr. Treichler:

This will confirm our conversations regarding annual tool allowance for Technicians and related employees.

We agreed that Technicians and related employees shall receive a five one hundred dollar (~~\$100~~) (\$500) annual tool allowance to be distributed each December 1 for the duration of the Agreement.

Sincerely,  
Dante Marzetta  
Senior Vice President, Technical Operations  
Agreed, this 30th day of March, 2005

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Donald R. Treichler  
Director, Airline Division  
International Brotherhood of Teamsters

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Mr. David Bourne  
Director, Airline Division  
International Brotherhood of Teamsters  
25 Louisiana Ave. N.W.  
Washington, D.C. 20001

Re: Facilities Maintenance (FX) Reporting

Dear Mr. Bourne:

This will confirm our understanding concerning the reporting of Facility Maintenance (FX) employees covered by Article 1 of the collective bargaining agreement.

We have agreed that FX employees shall report through and be responsible to Technical Operations management in such structure as the Company may from time to time establish.

We have agreed that the change in FX reporting in no way diminishes or decreases FX employees' obligation to work cooperatively with and to coordinate needs and scheduling with Terminal Operations. FX employees will continue to be fully accountable for complete cooperation with the Terminal Operations Division, recognizing that much of their duties and responsibilities are performed for the benefit of Terminal Operations.

Please indicate your concurrence by signing one copy of this letter in the place indicated below, and returning it to the undersigned.

Very truly yours,

Mark Moran  
Vice-President, Technical Operations

AGREED, this    st day of                     , 20    .

David Bourne  
Director, Airline DivisionInternational  
Brotherhood of Teamsters

\_\_\_\_\_, 2008

Mr. David Bourne  
Director, Airline Division  
International Brotherhood of Teamsters  
25 Louisiana Ave. N.W.  
Washington, D.C. 20001

Dear Mr. Bourne:

WHEREAS, the parties desire to provide a uniform method of resolving issues related to certain matters relating to reporting to duty.

NOW, THEREFORE, the parties agree as follows:

- A. This Agreement establishes standards for managing technician and related employee's attendance when certain unavoidable circumstances preclude technician and related employees from reporting as scheduled. While all concerned are required to conduct themselves with reasonableness, prudence, and good judgment, the obligation and responsibility to report for work as scheduled remains that of each technician and related employee.
- B. This Agreement governs circumstances in which technician and related employees are unable to report for scheduled assignments due to any of the following:
  - 1. Unforecasted severe weather conditions or other natural disasters (i.e., blizzards, hurricanes, earthquakes, and other similar events), or
  - 2. Hazardous or impassable roads resulting from severe weather or natural disasters, or
  - 3. Enroute mechanical problems, or
  - 4. Unexpected airport closures.

- C. This Agreement applies to technician and related employees whose usual mode(s) of transportation to report for work are rendered unavailable by any of the conditions in paragraph B only if there are no other reasonable alternative means of timely reporting for their scheduled assignments. Technician and related employees living in geographic locations other than their assigned station who commute via air are required to ensure that they have at least one (1) primary and one (1) back-up Continental flight, both of which have seat availability, (The jumpseat will not satisfy this requirement.) and are scheduled to arrive at least one (1) hour prior to the technician and related employee's scheduled report time.
- D. This Agreement does not apply to any other circumstance or condition related to a technician and related employee's failure to report for his/her scheduled assignment, or a timely report for his/her scheduled assignment, including personal emergencies.
- E. When a technician and related employee anticipates that he/she will miss or be late for his/her scheduled assignment he/she will immediately contact the designated absentee number at his/her station pursuant to Article 10.A. Technician and related employees commuting by air will notify the designated absentee number that he/she will be utilizing the back-up flight immediately upon discovering that he/she is unable to commute using the primary flight regardless of the reason for such inability. He/she shall also contact the designated absentee number upon discovering that he/she will be unable to commute on his/her back-up flight. Upon notification to the designated absentee number, the technician and related employee shall be subject, at the discretion of management, to one of the following:
1. He/she may be directed to report to work as soon as possible (even if that means reporting late) with no loss of pay for any hours missed.
  2. He/she may be directed to stay home without pay. Technician and related employees who are told not to report may, at their discretion, utilize any time off they may be entitled to pursuant to this Agreement.
- G. Technician and related employees who are unable to make their scheduled work assignment as a direct result of any of the circumstances listed in paragraph B, and who have complied fully with any of the terms of this Agreement will be considered to have an authorized absence, and shall not be subject to discipline as a result of his/her inability to report to work.

Very truly yours,

Joseph Ferreira

Vice-President, Technical Operations

Agreed, this \_\_\_\_ day of \_\_\_\_\_, 2008.

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David Bourne  
Director, Airline Division  
International Brotherhood of Teamsters

cc: Teamster Local Business Agents

