

**BRITISH AIRWAYS**



AGREEMENT

BY AND BETWEEN

BRITISH AIRWAYS

AND

THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE WORKERS

CUSTOMER SERVICES

EFFECTIVE September 12, 2014

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN

BRITISH AIRWAYS

AND

THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS

The following Agreement is hereby entered into this 12th of September and 2014 is in full and final settlement of all items covering contract proposals submitted by and between BRITISH AIRWAYS and THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS covering the classifications of:

REPRESENTATIVES

Customer Service Representative

AGENTS

Customer Service Agent  
Associate Customer Service  
Agent

TELECOMMUNICATIONS

Lead Telecommunications Officer (Maintenance)  
Telecommunications Officer (Maintenance)

CARGO SALES ASSISTANT

## ARTICLE I

### PURPOSE OF THIS AGREEMENT

(a) The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company, and of the employees to cooperate fully, for the attainment of these purposes.

To further these purposes, the Company or an International Representative of the Union may request a conference at any time to discuss and deal with any dispute which arises under the application of this Agreement or otherwise.

(b) No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

(c) It is understood wherever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to both male and female employees.

## ARTICLE II

### SCOPE OF AGREEMENT

(a) The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all classifications covered by this Agreement working within the continental limits of the United States and its possessions.

(b) All work performed by the Company, including work of all classifications covered by this Agreement as described in the classification and work requirements in Article IV of this Agreement, is recognized as coming within the jurisdiction of the International Association of Machinists and

Aerospace Workers and is covered by this Agreement. It is understood that the Company reserve the right to continue contracting out work historically contracted out.

(c) The Company and the Union agree that Cargo functions performed at Los Angeles, Washington, Boston, Chicago, New York, Miami, Detroit and the Skyload Unit located at the Bulova Building location will no longer be considered work partially or fully reserved to the IAMAW. The Union agrees that the Company may at its sole discretion fully or partially subcontract the cargo functions at each location to a third party handler (non-British Airways).

(d) The Company and the Union agree that the following functions will no longer be considered work partially or fully covered by the CBA:

1. Passenger Service functions at Atlanta, Baltimore, Denver, Dallas, Orlando, Phoenix and Seattle

2. Baggage Service functions at JFK

The Company will transfer the above operations to third party vendors (non-British Airways handling). This work that is presently performed by the Customer Service Agent, Customer Service Representative, Baggage Service Agent and Baggage Service Representative classifications pursuant to Article II (a) Scope of Agreement will be transferred to third party handling. This will amend Article II of the Customer Services collective bargaining agreement.

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

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

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

The company agrees not to involuntarily lay-off any affected employee as a direct result of the closing of Bulova and Houston telephone sales centers. This will apply to those staff hired before the date of ratifications of this agreement (1999). Provided that this protection will not apply where (1) the company closes a station or location, or (2) where employees are no longer required at a station or location due to an unforeseen change in operating patterns (based on an operating schedule in effect as of June 1, 1999). This job protection provision will continue for the life of this contract (effective May 13, 1999) and the next (effective November 26, 2002).

- (f) In the performance of their duties, employees covered by this Agreement shall be governed by Company rules, regulations and orders issued by properly designated authorities of the Company, providing such rules, regulations, and orders are not in conflict with the terms and conditions embodied in this Agreement. The Company will, after the signing of

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

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

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

- (h) Subject to State and Federal law, as an equal employment opportunity/affirmative action employer, British Airways does not discriminate against applicants or employees because of their age, race, color, religion, national origin, sex or on any other basis prohibited by law. Furthermore, British Airways will not discriminate against any applicant or employee because he or she is physically handicapped, a disabled veteran, or a veteran of the Vietnam era, provided he or she is qualified and meets the requirements established by British Airways.

### ARTICLE III

#### STATUS OF AGREEMENT

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

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

### ARTICLE IV

#### CLASSIFICATION AND WORK REQUIREMENTS

This Article will be read in conjunction with the Customer Services transition agreement in Appendix "B".

The following applies to all classifications:

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

Employees will be required to attend training courses provided by the Company relevant to their job description. Where possible, dates convenient to the employee and the Company will be scheduled (this will not be in conflict with Appendix "B"). Employees will be responsible for familiarizing



themselves with all Company rules and regulations pertaining to their duties governed by Article II (c).

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

#### CUSTOMER SERVICE REPRESENTATIVE

The Customer Service Representative will encourage all Customer Service employees to provide a consistent and superior level of service that promotes customer loyalty and future business.

The work of a Customer Service Representative shall be to supervise, direct, lead, instruct and assist the Customer Service Agent classification including on-the-job training. In connection with this work he shall be responsible for the administration and application of the established policies and procedures of the Company relative to his job description. He may be required to perform the work of a Customer Service Agent when necessary. He will also perform other duties as may be assigned by Management, relative to his job description. He will be required to obtain and maintain qualifications relevant to his job description. These qualifications will not be in conflict with those spelled out in the agreement. He will be given necessary time and the training to secure such qualifications and will not be penalized by the Company if it fails to provide or schedule the necessary training. A Customer Service Representative who fails a course will be given necessary time and training as prescribed by the Company to prepare for a retest with no change in status or payscale.

Operations Flight Planning and Flight Watch as required by British Airways for its aircraft operating to and from USA; and similarly for the aircraft of any Company for whom British Airways contracts to provide operational handling; for signalling pertaining to operational control service and pertaining to en route movements of such aircraft; for providing and preparing briefing information for pilots in flight and prior to departure; for arranging and ordering Flying Staff transport and accommodation and for liaising with Cashiers, on Flying Staff subsistence requirements and, when

necessary, making cash payments to Flying Staff; for the preparation and dissemination of such operational advisories as are required internally by British Airways Sections and externally by Federal and other agencies; for performing all ancillary operational duties as may be required and as may be necessary to facilitate the safe, economic and efficient operation of aircraft, operating to and from USA and for carrying out the necessary action for the restoration of aircraft to normal service wherever disruption of aircraft/or Flying Staff occur. In addition, a qualified Representative shall provide such information including flight plans if required, pertinent to the safe economic and efficient operation of British Airways' aircraft operating to and from other points as may be requested from time to time.

At JFK the functions of the Duty Room will be combined into the Customer Service Representative and Departure Control representative classification and work requirements with support from the Customer Service Agent classification. A qualified Representative will provide 24 hour coverage, and he will perform any and all functions for which he has been trained.

Duty Room activities:Duty operations functions.

1. Effective shift liaison with contractors providing a service to the British Airways operation.
2. Progress chasing on all operational matters to ensure an on time operation.
3. Acting as the conduit for information pertaining to the operation.
4. Receiving and processing general inquiries directed to the control group.
5. Providing hands on support when needed to deliver the product.
6. Duty room functions, such as but not limited to, gate allocation, FID's, private aircraft handling, distribution of schedules, application for landing rights at JFK, PTS monitoring, emergency cash float etc.

On stations other than JFK the following Operations duties will include:

1. Calculation of TOW and RTOW.

## 2. Completion of ICAO Flight Plan message.

All work requiring an Ops II qualification on any outstation will revert to JFK until there is an Ops II qualified IAM employee on station.

When on the occasions that there are more Customer Service Representatives rostered on duty than are required to cover the designated work areas as spelled out in Appendix "B", the Representatives will work out amongst themselves the rotation of Customer Service Representative and Customer Service Agents duties to which they will be assigned.

### ASSOCIATE CUSTOMER SERVICE AGENT

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

### CUSTOMER SERVICE AGENT

The work of a Customer Service Agent shall consist of the following:

Passenger Service - Handling inbound, outbound, and transit passengers on and off the station, ticketing, reservations in connection with on-station ticketing/reissues and on carriages, escort duties, documentation, handling and labeling of baggage and checking in passengers, interline transfers, clearing inbound and outbound ships papers, hotel duties, operation of the loading bridges, driving of Company vehicles assigned to Customer Services is required for anyone holding a valid drivers license. Load control - Calculating weight and balance in both manual and computerized form, issuing loading instructions, finalizing Cargo and Baggage ULD allocations, passing Catering orders via AIMPAC or telephone, finalizing ships papers and performing necessary post departure work.

Lounge Reception - Providing passenger service in the Passenger Lounges to a high standard. At Airports where British Airways has IAM customer service agents, is able to procure its own lounge facilities, and provides a lounge service for British Airways passengers; British Airways will staff these lounges with its own customer service agents for reception purposes in order to handle British Airways passengers.

Operations -Will be responsible for flying staff and air cabin crew administration duties such as rostering, accommodation, subsistence, transportation, medical, liaison with appropriate authorities as directed and the maintenance of appropriate records.

Customer Service Agents who obtain the Ops II qualification may be required to perform: Flight Planning and Flight Watch as required by British Airways for its aircraft operating to and from USA; and similarly for the aircraft of any Company for whom British Airways contracts to provide operational handling; for signaling pertaining to operational control service and pertaining to en route movements of such aircraft; for providing and preparing briefing information for pilots in flight and prior to departure; for arranging and ordering Flying Staff transport and accommodation and for liaising with Cashiers, on Flying Staff subsistence requirements and, when necessary, making cash payments to Flying Staff; for the preparation and dissemination of such operational advisories as are required internally by British Airways Sections and externally by Federal and other agencies; for performing all ancillary operational duties as may be required and as may be necessary to facilitate the safe, economic and efficient operation of aircraft, operating to and from USA and for carrying out the necessary action for the restoration of aircraft to normal service wherever disruption of aircraft/or Flying Staff occur.

Baggage Tracing -Receiving information about passengers mishandled registered baggage and lost personal effects, undertaking all documentation and all other work necessary to find, recover and restore these articles. Arranging with contractors for delivery of baggage to customers. Receipt, (not offloading the truck), storage and inventory control of replacement luggage. As a customer service procedure, the servicing of telephone inquiries from passengers regarding mishandled baggage on a USA wide basis.

Special Services - Providing special handling and assistance to British Airways' first class, Concorde, Premier and other priority passengers, particularly diplomats, Board Chairmen, titled passengers, frequent passengers and celebrities. Repeat business by these passengers is ensured when optimum quality customer service is afforded them. Such service includes the recognition of important passengers, guidance through ticketing and check-in procedures, assistance with baggage claim, immigration and customs formalities, and liaising with skycaps, drivers or other parties

involved with the passenger's travel arrangements.

Special Services will often include coordination with Sales, Public Affairs, government and diplomatic authorities, and in some cases with security personnel in order to protect the privacy and discretion of passengers to whom these might be of some concern. Staff assigned to these functions are required to wear appropriate non-uniform business attire.

At locations other than JFK where the Company determines that there is a requirement for special services function to be performed, an Agent will be assigned to Special Services duties in addition to his normal Agent duties.

Duty Room - At JFK to support the Customer Service Representative and Departure Control Representative in duty operation activities; effective shift liaison with contractors providing a service to the British Airways operation; progress chasing on all operational matters to ensure an on time operation; acting as the conduit for information pertaining to the operation; receiving and processing general enquiries directed to the control group; providing hands on support when needed to deliver the product. Duty room functions, such as but not limited to, gate allocation, FID's, private aircraft handling, distribution of schedules, application for landing rights at JFK, PTS monitoring, emergency cash float etc. Information Services - The work shall consist of operating public address systems and visual display systems to make announcements either live, by recording, or on display screens as may be required from time to time. They may be employed on other duties involving the provision of information outside the Information Services Room such as duties at the Information Desk and telephone information to the public.

Ramp Coordination - Ramp coordination will form part of the Arrivals, Departures and Load Control Agents functions. This shall consist of the coordination of aircraft arrival and departure activities to Company standards for the expeditious debarkation and loading of passengers, off-loading and loading of freight and baggage, and other related functions, in order to achieve safe and efficient arrivals and departures. The performance of these duties will at times require presence on the Ramp.

Customer Service Agents will be called upon to perform any of these functions on shift for which they have been trained and qualified and may be

moved between functions where the workload demands. Outside JFK, the Customer Service Agent classification shall include those Catering functions required to ensure and maintain the Customer Service product. Allocation to tasks identified in this Article will be the responsibility of the Customer Service Representatives and Departure Control Representatives. In the event that an order or work assignment is issued by a member of management in an immediate situation, the Representative will be advised that this has occurred.

When there is a shortage of Customer Service Representatives on duty at JFK and the Representative/Agent daily shift complement is sufficient to meet the minimum number of staff to cover the designated work areas (i.e. no Agents on overtime), the Company will first upgrade the senior Agent on duty from the training pool. The senior Agent in the pool must accept the CSR upgrade. If there are no Agents on duty who are in the pool the Company will replace the Representative by offering overtime to the Customer Service Representative classification. If after complying with the above procedure the overtime requirement is not satisfied the senior qualified Agent on duty will be upgraded to Customer Service Representative.

The Company will maintain the following minimum numbers of full-time permanent staff at stations where BA self-handles, provided the operating schedule is in effect for a continuous period of greater than 7 months

	CSR	CSA
1 flight station	2	2
2 flight station: 2 PM flights or 2 AM flights	2	6
2 flight station: 1 PM flight and 1 AM flight	3	4
3 flight station: 3 PM flights or 3 AM flights	3	11
3 flight station: 2 PM flights & 1 AM flight	4	9
3 flight station: 1 PM flight & 2 AM flights	4	9
4 flight station: 4 PM flights or 4 AM flights	4	14
4 flight station: 3 PM flights & 1 AM flight	4	12
4 flight station: 1 AM flight & 3 PM flights	4	12
4 flight station: 2 PM flight & 2 AM flights	4	14
5 flight station: 5 PM flights or 5 AM flights	5	18
5 flight station: 4 PM flights & 1 AM flights	5	16
5 flight station: 1 PM flight & 4 AM flights	5	16

5 flight station: 2 PM flights & 3 AM flights	5	18
5 flight station: 3 PM flights & 2 AM flights	5	18
JFK	14	50

For purposes of the above schedule, 1 flight will consist of five (5) daily aircraft turns per week or any combination of flights that operate five (5) turns per week. An AM flight is defined as a flight with a departure time between 5:00AM and 11:00 AM.

The Company will not reduce full-time staffing (CSR or CSA), at any location, as a result of the implementation of changes in the station minimum staffing numbers. Any reduction in station minimum manning will be implemented at each station through attrition or where there is an unforeseen change in operating patterns based upon the operating schedule in effect as of the date of ratification. This protection will not apply where the Company closes a station or location.

At JFK, the ratio of Customer Service Representatives to full-time and part-time Customer Service Agents on duty shall be one (1) to sixteen (16).

At stations other than JFK the ratio will be one (1) to seventeen (17). Before noon this ratio shall only apply to an AM shift when an operational aircraft movement is scheduled.

Incumbent permanent Customer Service Representatives who are in a Customer Service Representative position at the date of ratification will not be involuntarily laid off as a result of the ratio increase to one (1) to sixteen (16) or one (1) to seventeen (17). The increased ratio will be implemented at each station as Customer Service Representatives transfer out of station, leave British Airways through attrition, retirement etc., or there is an unforeseen change in operating patterns based upon the operating schedule in effect as of the date of ratification. This protection will not apply where the Company closes a station or location.

It is understood that shifts without aircraft movements can be covered by Customer Service Agents (full-time or part-time), not to exceed three (3) consecutive hours without a permanent Customer Service Representative on duty.

When there is a shortage of Customer Service Representatives on duty the

Company will first upgrade the senior Agent on duty from the training pool providing there are no Customer Service Agents working or scheduled to work overtime, providing this overtime is not driven solely by qualifications.

The daily staff roster will be adjusted whenever possible to shift the overtime requirement to a non-qualified area by reallocating staff with the necessary qualifications.

The senior Agent in the pool must accept the CSR upgrade. If there are no Agents on duty who are in the pool the Company will replace the Representative by offering overtime to the Customer Service Representative classification. If after complying with the above procedure the overtime requirement is not satisfied the senior qualified Agent on duty may be upgraded.

In the event that the company decides to resume any of the activities specified in the classification descriptions of the Catering Representative and Catering Assistant (1983 Agreement), Customer Service Representative Cargo and Customer Service Agent Cargo, this work shall be undertaken by employees covered by the Customer Services Agreement.

### TELECOMMUNICATIONS

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

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

#### LEAD TELECOMMUNICATIONS OFFICER (MAINTENANCE)

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



## TELECOMMUNICATIONS OFFICER (MAINTENANCE)

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

Subject to shift work.

Subject to emergency call out.

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

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

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

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

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

## CARGO SALES ASSISTANT

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

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

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

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

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

## ARTICLE V

### HOURS OF SERVICE

(a) Eight (8) hours of service which shall include a meal break period of 30 minutes shall ordinarily constitute a work shift.

(b) An employee's work week shall normally consist of five (5) consecutive work days, followed by two (2) consecutive days off.

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

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

The first day of the five (5) consecutive work days shall begin his work week. Deviations from these practices may occur when a shift change is necessitated, or when an employee is assigned to local training courses. Any other vacancies will be filled by the senior employee volunteering for the vacancy. If there are no volunteers, the most junior employee will be assigned.

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

#### JFK Full-Time CSA Day Shift Minimum

A minimum of twenty (20) full-time permanent Customer Service Agents shall be maintained on the AM shifts roster (i.e. Shifts which start at or before 11:00AM). Fifteen (15) of these positions will start at or before 9:00AM. If there is an operational change at JFK which affects the AM shift, the Company may reduce the minimum full-time requirement by a proportionate amount. [Operational change references a reduction of work at JFK].

#### 10 hour shifts

The Company may utilize shifts consisting of four, ten hour days, which shall be inclusive of a thirty minute meal period. When such shifts are utilized, the Company shall provide subject employees two consecutive rostered days off and a third rostered day off that need not be consecutive with the others. Lunch shall be taken between the third and the 7th hours of the shift.

Of the employees three rostered days off, the first two of those RDOs in the work week will be designated as their "6th day" and the last RDO worked in the work week will be designated as their "7th day" for purposes of overtime premiums called for in Article VI.

Paid time off, which is calculated in the existing Agreement for full time employees based on a 5 days/8 hour per day workweek, shall be adjusted to an hour equivalent, and 10 hours shall be deducted for each day utilized or paid. For example, each week of vacation shall be considered four, ten hour days. Holiday pay shall be paid at the rate of 8 hours per day where an employee works on that day.

- Example: Employee works the Holiday and elects pay. Employee paid 10 hours at 1.5X (time and one half) their rate plus 8 hours straight time for the Holiday.
- Employee elects to work and bank CTO. Employee banks 8 hours CTO and gets paid 10 hours at 1.5X their rate.

If a change in days off occurs because of the Company's assigning an employee, he will be paid in accordance with Article VI, paragraphs (a) and (b).

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

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

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

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

Example: 1600-2359 Shift Tuesday and Wednesday off:

	M	T	W	TH	F	S	SU	
Week 1	X	O	X	X	X	X	O	1600-2359
Training	X	X	X	X	X	O	O	0800-1600
Training	X	X	X	X	X	O	O	0800-1600

Week 4 X O O X X X X 1600-2359

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

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

Employees shall be permitted to select shifts according to seniority.

To expedite bidding, employees who wish to bid a constant shift may file their permanent bid with the Company and this will be entered automatically on all new shift rosters.

Bidding by employees to select shifts shall be done as rapidly as possible. In order to accomplish this, the bidding will be done in seniority order in groups of ten per day from the start of the bidding (designated bidding date).

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

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

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

(c) It is agreed that shift premiums will be paid as follows:

Shifts starting between 0600-1359 - no premium

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

Shifts starting between 1900-0559 - 63 cents per hour

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

There shall be no requirement to have a midnight shift. Where there is work to be done which is covered by the IAM agreement, night shifts will be maintained. No employee's work shift shall start between the hours of 0100 and 0429.

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

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

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

(e)Shift rosters shall be posted two times a year. Due to operational requirements, the Company may implement up to two (2) extra shift bids yearly. The Company must advise the Union thirty (30) days in advance if the additional shift bid option will be implemented.

New Rosters shall be posted for one (1) week prior to bidding. The bidding shall be completed within two (2) weeks. The completed roster shall be posted for one (1) week before being implemented.

(f) The regular starting and stopping times for workshifts will be scheduled

and posted at each work unit and shall not be changed with less than five (5) calendar days notice to any employee affected by such change.

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

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

If during the call-in process the Company decides that they are going to increase the number of overtime hours being offered for work, they must go back to the beginning of the overtime list and start over. Example: The first four employees in low hour order are offered a four (4) hour RDO shift and they all decline. The fifth employee called is offered a six (6) hour RDO and accepts. This is not allowed.

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

### HOURS OF WORK - TELECOMMUNICATIONS

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

(b) No employee will be called to work, or required to report to work for a shift of less than eight (8) hours work or pay therefor. Any employee called to work or permitted to come to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, including legal strikes involving personnel of the Company, shall receive a

minimum of four (4) hours pay at the regular hourly rate, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift, whichever period is the shorter.

(c) Five work shifts of eight (8) hours worked on consecutive days shall ordinarily constitute a work week.

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

(e) An employee's shift or days off may be changed for the purpose of attending training courses, sickness or other absence as follows.

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

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

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

In order to adjust his regular work week to 5 days, his first day after the end of the course may be a rostered day off and he will resume his normal shift thereafter.



When employees are required to undertake training during hours or day other than their normal scheduled hours, their roster shall be changed so that they do not have to work either an afternoon or night shift the day before the training starts or any days which will exceed five in his work week.

Training in the UK is covered by Article X (j).

(g) In addition to the normal work schedule referred to above, employees may be called upon to work additional hours as necessary to meet operating requirements of the Company.

(h) Hours in excess of the regular scheduled shift shall not be worked except by direction of the proper supervisory personnel of the Company.

(i) During shift rotation no shift schedule shall be posted with less than five (5) days notice excluding employees days off.

(j) A work day will begin at the starting time of an employee's shift and extend for twenty-four (24) hours thereafter.

(k) It is agreed that shift premiums will be paid as follows:

Shifts starting between 0600-1359 - no premium

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

Shifts starting between 1900-0559 - 63 cents per hour

Shift premium pay shall be considered a part of the basic rate and shall be included in the computation of any overtime allowance.

(See, Shift Premium Letter of Agreement).

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

## ARTICLE VI

### OVERTIME AND HOLIDAYS

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

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

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

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

When an employee works on either a 6th or 7th day, he shall have the option to elect to receive eight (8) hours pay as CTO, provided the forty (40) hour overtime qualifier has been met. The balance of his compensation for that day he shall receive as regular wages. If an employee so elects, he must notify the Company before the end of the work week in which his 6th or 7th day off is

worked. Such CTO must be applied for in accordance with the provisions of Article VI (m).

For examples of 40 hour qualifier for full-time staff overtime – please see the electronic CBA on the intranet.

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

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

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

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

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

(c) Employees not required to work on a holiday shall be compensated for the day at straight time rate.

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

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

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

(d) When it becomes necessary for employees to work overtime they shall not be laid off during the regular work schedule to equalize the time, and all overtime will be distributed as equally as possible among all qualified employees in each shop, hangar or facility.

(e) Except in an emergency, no employee shall be expected to work overtime against his wishes. Emergency is defined as an occurrence that is unforeseen and unplanned that has an adverse effect on the operation.

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

(g) An employee will be paid two hours pay at straight time rates for performing overtime work contiguous with his regular tour of duty for which he/she is called between the hours of 23:00 and 07:00. Such pay shall be paid in addition to normal overtime for overtime worked.

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

his/her regular shift.

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

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

(i) Employees on duty shall be given no less than four (4) hours notice of contemplated overtime work except in cases of extreme emergency. This is not applicable to part-time workers working a four hour shift.

(j) No overtime shall be worked except by direction of the proper Management personnel of the Company.

(k) There shall be no pyramiding of overtime rates provided in this Agreement.

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

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

If during the call-in process the Company decides that they are going to increase the number of overtime hours being offered for work, they must go

back to the beginning of the overtime list and start over. Example: The first four employees in low hour order are offered a four (4) hour RDO shift and they all decline. The fifth employee called is offered a six (6) hour RDO and accepts. This is not allowed.

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

Five (5) (one full week) CTO days may be taken independent of their normal vacation bid. After normal vacation and seventh week vacation bids have taken place, staff may bid an independent CTO week from the remaining available weeks on the vacation roster.

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

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

(n) For continuous service before and after regular working hours, employees will not be required to work more than two (2) hours without being permitted to go to meals, and such employees required to work more than two (2) hours will be allowed thirty (30) minutes to eat without loss of time. For each additional four (4) hours overtime worked employees will be allowed thirty (30) minutes to eat without loss of time.

(o) Upon thirty (30) days notice to his Section Head, an employee of certain Religious conviction, may celebrate a Religious Holiday or Holidays, as it

may be, and charge the days against his accumulated CTO, earned by working other contract-covered Holidays. Such granting of days off will always be subject to the Company work requirements. Example: Employees of Jewish faith may choose to work Good Friday, Christmas, and New Year's Day and prefer to take off Yom Kippur, Rosh Hashana, and Passover with pay, in accordance with Article VI (b) or the Agreements.

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

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

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

## ARTICLE VII

### TRAVEL ON DUTY AWAY FROM BASE STATION

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

(Note: Base station is defined as the city area in which the employee's normal work place is located; eg, NYC base station includes JFK Airport, La Guardia Airport, the Bulova Center and all City Ticket Offices.)

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

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

(d) Upon completion of such emergency field work or training classes, an employee shall return to his home station in accordance with the orders received at the time he left his home station, or in accordance with the orders he receives from the person to whom he was ordered to report in the field, and shall be compensated for the return trip in accordance with the provisions of this Article.

(e) Where transportation, meals and lodgings are not provided by the Company, expenses will be allowed in accordance with the Company's subsistence rates. Upon application, an employee will be given an advance by the Company to cover his expenses while away from his base station. Within five (5) days after returning to home station, or at the close of each week in the event the employee is away for a period longer than one week, the employee shall submit an expense account in accordance with Company regulations, and if the employee has returned to his home station, it shall



be accompanied by the balance of any expense money advanced but not accounted for on the expense account.

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

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

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

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

(j) When the training course or assignment is in the same city or

metropolitan area which is the employee's normal base, travel time will not be paid, but staff may claim mileage for any travel in excess of their journey from home to their normal work location.

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

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

(l) Employees proceeding to training courses in the UK will be allowed the following travel time:

East Coast Stations	Ten Hours
Miami and Midwest stations	Twelve Hours
West Coast Stations	Fourteen Hours

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

Employees on training courses in the UK which last in excess of twenty-eight (28) days may claim subsistence payments of twenty-eight (28) pounds sterling per day from the first day. In the event that employees in the UK are unable to access a BA or similar reduced rate lunch facility, the above UK rates will be reviewed.

(m) Employees proceeding to training courses in the USA will be allowed the

following travel time: One (1) hour prior to flight time to check in, plus actual flying time (origin to destination) plus one (1) hour after arrival time. In no event will an employee receive less pay than hours normally scheduled to work.

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

## ARTICLE VIII

### SENIORITY

This entire article will be read in conjunction with the job protection language agreement in Article II (c).

(a) Seniority shall be by work classification over the system and shall accrue from the date of entering the classification. The work classifications to be recognized for seniority purposes shall be those listed at the beginning of this Agreement. The names of all supervisory employees of the Company who have been or who are promoted from classifications covered by this Agreement shall be maintained on the seniority list. However, an employee shall not accrue classification seniority in any position of a temporary nature. An employee laid off may bump any junior employee in his classification first, or in any other classifications in which he has seniority. Any employee covered under the job security provision contained within Article II (c) and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority. In re-employment the Company will recall employees in the reverse order of layoff.

The seniority of each supervisory employee regularly assigned and actively employed as such on the effective date of this Agreement will be established as of a date to be determined by giving consideration to all time spent in continuous service in the Company in the classification covered by the scope

of this Agreement in which he had been regularly assigned.

(b) Seniority plus the ability to satisfactorily perform the work required for the job in question shall govern all employees covered by this Agreement in preference of shifts, in case of lay-off, re-employment after lay-offs, and in all promotions, demotions or transfers within the classifications covered by this Agreement. Any employee covered under the job security provision contained within Article II (c) and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

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

(c) In a reduction of force, employees to be laid off will be privileged to exercise their seniority in any classification in which they have previously established seniority rights.

Employees will be laid off only in accordance with their seniority within the work unit in which they are employed. The seniority list shall show unit seniority.

Any employee covered under the job security provision contained within Article II (c) and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

(d) In the restoration of force, employees will be re-employed in the order of seniority within their unit.

(e) In the event of the geographical relocation in whole or in part of any of

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

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

(f) Except as otherwise provided in this Agreement, new employees hired after the effective date of this Agreement shall be regarded as probationary employees for the ninety (90) days of their employment and there shall be no responsibility on the part of the Company for the re-employment of temporary employees if they are discharged or laid off during this period. This period may be extended by mutual agreement between the Company and the Union. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in the order of the date of their original hiring at the point and on the system seniority roster. The Company will furnish the Local Committee with names, classification, department and rate of pay of all new employees within five (5) days after being employed.

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

(h) Employees will lose their seniority status and their names will be removed from seniority lists under the following conditions:

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

2. He is discharged for just cause.

3. He is absent from work for three (3) consecutive work days without properly notifying the Company of the reason for his absence, and not then if a satisfactory reason is given for not so notifying the Company.

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

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

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

7. He is not recalled from lay-off within four (4) years from the date of his lay-off.

(i) When it becomes necessary to reduce the working force, seniority plus ability as per paragraph (b) of this Article and the job security language spelled out in Article II (c) will govern. In the event of reduction in force, employees shall receive ten (10) work days' notice or ten (10) work days pay, in lieu thereof. If an employee fails to work out his notice when requested to do so, he shall be paid only for such period of his notice that he has worked. A list of employees to be laid off will be furnished the

local Committee and International Union prior to notifying the employees affected. When it becomes necessary to lay off employees covered by this Agreement who must sever their connection with the Company because of insufficient seniority exercised in another classification, unless covered by the job security clause spelled out in Article II (c), they should be given ten (10) workdays' notice of same, or at the option of the employee two (2) weeks' salary in lieu thereof.

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

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

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

(m) Employees who have grown old in the service of the Company and become unable to follow their regular work to advantage, shall be given preference of such light work as they are able to handle in their work classification.

(n) All employees promoted to supervisory positions in classifications covered by this Agreement will continue to accrue seniority for a period of six (6) months in the classification from which they were promoted and shall

retain all seniority so accumulated.

All employees who are, or who have been, promoted to positions outside of the scope of this Agreement shall continue to accrue seniority in classifications for a period of six (6) months and shall retain all seniority so accumulated.

Employees who are or who have been promoted from Operations classifications to positions outside of the scope of this Agreement shall retain their Operations seniority for two (2) years.

Where personnel in Operations are laid off the senior employees may revert to a lower classification at the appropriate rate provided his total Company seniority in Operations in the U.S.A. (as agreed between the Company and the Union) is greater than the seniority of the person he is displacing. The latter may in turn exercise his seniority first in his present classification and then as outlined above.

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

Any employee covered under the job security provision contained within Article II (c) and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

(p) Should the Company bring in employees who are not covered by this Agreement for training purposes, such employees will not fill any supervisory or non-supervisory jobs.

(q) Any disputes as to the reasonableness of action taken by the Company relating to seniority are to be handled in accordance with the grievance procedure outlined in Article XIII.

(r) Any employee covered by this Agreement with one (1) or more years of service and who is laid off shall receive severance pay as provided in paragraph (t) of this Article, subject to the limitations set forth herein.

Severance pay shall NOT be paid in the event:



(i) An employee is dismissed for cause.

(ii) An employee resigns.

(iii) An employee refuses to work out his notice if requested to do so.

(iv) A National Emergency arises which results in cessation of operations.

(v) A strike or picketing of the Company's premises causing a temporary lay-off of the employees.

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

(t) Severance pay shall be calculated as follows:

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

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

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

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

(1) Employees laid off from their location and remain with the company by exercising their seniority rights or who remain with the company by

exercising their contractual rights under Article II will retain unlimited recall rights to the station or stations from which they are laid off.

(2) All employees who are on lay-off as described in paragraph (1) above, shall have the right to bid on all job openings and promotions that are up for bid system wide, covered under their contract and still maintain their unlimited recall rights to the station or stations from which they were laid off.

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

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

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

## ARTICLE IX

### FILLING OF VACANCIES

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

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

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

(c) After an employee has been chosen to fill a bulletined job, the Company shall within five (5) work days post a notice of same on all appropriate bulletin boards and furnish a copy to the General Chairman, showing the name of the successful bidder and his classification seniority date.

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

(d) If the applicant whose application for a temporary or permanent bulletined

job is accepted is stationed at a location other than the location of the bulletined job, the Company will furnish contingent air transportation for the employee affected and for the members of his family to the extent permitted by law from the location from which he is transferring to the location of the bulletined job. All other expenses incident to such transfer including subsistence at the new location will be borne by the employees. The employee will be allowed a reasonable period between the time he is relieved of his duties until he is required to report at the new location. Such a period shall be established in advance and be dependent upon the means of travel.

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

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

(e) The senior bidder shall hold the bulletined job for a period of ninety (90) consecutive days on a trial basis in order to demonstrate his ability to perform the work required by the job. During such period of ninety (90) days, if the employee is unable to demonstrate his ability to perform the work required by the job, or if he finds the job to be not as represented in the bulletin, he may return to his previous assignment, but he shall not, in case of failure to demonstrate ability, for a period of six (6) months after said failure, be permitted to bid for a vacancy in the same or higher classification in the same type of work in which he was unable to demonstrate ability.

(f) During the interim required to bulletin a vacancy, the Company may upgrade the most senior qualified employee on the shift to fill the vacancy temporarily, and he shall be paid at the next highest point on the scale to his current rate.

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

seniority in filling such vacancies.

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

If the job continues for more than one hundred twenty (120) days the job will be bulletined system-wide immediately, at or before the expiration of said one hundred twenty (120) days. If the employee who has worked temporarily on the job is the successful bidder for the job after bulletining, then his seniority shall accrue from the date of such temporary assignment.

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

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

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

An employee under this Agreement assigned to a temporary job under paragraphs (f), (g) and (h) of this Article shall, upon discontinuance of such temporary job, be returned to his former job and status.

(i) Shift vacancies will not be bulletined, however, the Company will assign the senior employee desiring such vacancies.

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

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

Promotion to a permanent Customer Service Representative position shall be by system seniority from Agents in the pool, provided the employee has the qualifications, satisfactorily performs his current job and passes a skills test. If an employee twice refuses a permanent CSR vacancy at the employee's location, he will be removed from the system pool seniority list.

(l) Staff who are eligible and pass up their first opportunity to join the pool but subsequently opt to join the pool when further vacancies arise will be slotted in the promotional ladder below those already in the pool.

(m) Representative and pool training will be given to staff in system seniority order subject to operational requirements. Staff will be required to attend and pass the courses as follows.

(o) Customer Service Representatives who achieve full qualifications will receive a once off payment of \$2,000. Staffs who obtain full qualifications whilst in the pool will receive the once off payment of \$2,000 upon their appointment as Representatives.

(p) For all stations the technical qualifications for the Customer Service Representative shall be Ops II, DCS, Ticketing, Fares, BAHAMAS, BABS and AIMPAC. There may be other technical courses relevant to the job

classification considered necessary by British Airways, after discussion with the local committee. Employees whose job classifications require them to take and pass the Ops II course will be afforded on station coaching as necessary to attain the pre-requisite Ops I self-study training course.

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

(r) To complement the technical qualifications all prospective Representatives will be required to participate in a Leadership development program. This will be the last course scheduled, except by agreement with the staff member concerned and his shop steward.

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

(t) The Company will not hire anyone in the classification of Agent or higher classification hereunder if there are employees covered by this Agreement available who are qualified and willing to fill such positions.

(u) When an employee is appointed to a Representative or similar classification as a relief, he shall be paid at the next highest point on the new scale to his current rate.

(v) An employee may not transfer to a vacancy in his classification unless he has been at the station from which he is seeking to transfer for at least one year. However, an employee who has accepted a promotion at another station or a part-time employee accepting a permanent full-time job at another station, may return to his original station whenever a permanent vacancy in his classification arises.

Transfer from one entry level job to another will not be permitted until the employee has at least one year's seniority in the classification from which he is seeking to transfer.

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

(x) Vacancies for Lead Telecommunications Officer shall be posted for bid and each such position shall be awarded to the employee who has the greatest seniority among the employees requesting the positions; provided the employee has the qualifications and satisfactorily performs his current job.

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

## ARTICLE X

### LEAVES OF ABSENCE

(a) When the requirements of the service will permit, any employee hereunder shall, upon proper application and approval of the Company and Union, be granted a leave of absence in writing for a period not in excess of ninety (90) days. Under such leaves, the employee shall retain and continue to accrue seniority.

Such leave or leaves may be extended for additional periods not to exceed ninety (90) days when approved by the Company and Union, in writing.

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



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

(d) Employees hereunder returning from an authorized leave of absence or extension thereof, will be returned to the job held when the leave was granted. If the job no longer exists, he may exercise his seniority.

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

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

(f) Employees who are members of an Armed Forces Reserve will be granted leaves of absence for the required part-time performance of military training or duties, and such time shall be counted as time worked for all purposes whatsoever under this Agreement, provided notice of reserve duty has been shown to the Department Head upon receipt. Employees called to active reserve duty for two weeks or less will be reimbursed for basic pay lost on military duty, provided statement of reserve pay is presented to the Timekeeper no later than thirty (30) days after his return to work. Pay from military authorities for such duty shall be deducted from the regular basic pay from the Company.

## ARTICLE XI

### VACATIONS WITH PAY

(a) All employees covered by this Agreement shall be entitled to a paid vacation on the following basis:

1. The vacation year shall be from January 1st to December 31st and the Company agrees that it will not restrict any part of the vacation year.
2. Pay for accrued vacation entitlement shall be computed by a basis of eight (8) hours at an employees straight time rate.
3. New employees shall be entitled to take a vacation in the first year of their employment. Service in the first year shall earn 1/2 day's vacation for each completed month of service.
4. In the year of the first anniversary of continuous service an employee shall receive ten (10) working days of paid vacation.
5. In the year of the second anniversary of continuous service, an employee shall receive eleven (11) working days of paid vacation.
6. In the year of the third anniversary of continuous service, an employee shall receive twelve (12) working days of paid vacation.
7. In the year of the fourth anniversary of continuous service, an employee shall receive thirteen (13) working days of paid vacation.
8. In the year of the fifth anniversary of continuous service and up to and including the year of the ninth anniversary, an employee shall receive fifteen (15) working days of paid vacation.

Vacation entitlement for employees hired on or after September 12, 2014 will not exceed 15 days.

For employees hired before September 12, 2014, vacation will continue to

accrue as follows:

1. In the year of the tenth anniversary of continuous service up to and including the year of the sixteenth anniversary, an employee shall receive twenty (20) working days of paid vacation.
2. In the year of the seventeenth anniversary of continuous service up to and including the year of the twenty-fourth anniversary, an employee shall receive twenty-five (25) working days of paid vacation.

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

\*Staff with 23 years or more of service at date of ratification will proceed to 30 days vacation entitlement in the year of the 25th anniversary of continuous service. Staff with 28 years of service or more at the date of ratification will proceed to the 35 day vacation accrual entitlement in the year of the 30<sup>th</sup> anniversary of continuous service.

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

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

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

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

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

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

(e) Requests for vacation leave will be granted so far as possible on a basis of seniority at the point or facility affected. Subject to the requirements of the Company, employees covered by this Agreement will be permitted to select their vacation in the shop, station or department in which they are employed in accordance with length of service within classification.

At JFK, Full Time and Part Time Customer Service Agents working the AM shift will bid on a separate vacation roster from the PM shift. The day shift vacation roster for full-time permanent Customer Service Agents will have four (4) full unrestricted columns making available all fifty-two (52) weeks of each vacation year. This will continue as long as there are twenty (20) shifts available on the British Airways A.M. shift bid and the overall vacation entitlement, including 5 CTO days per employee, is at least 156 weeks or more. The shift that the Agent is working on during the normal bid process will determine what bid will be used and any bid weeks will follow the agent

for any subsequent shift bids during the calendar year. For this purpose only, Employees starting between the hours of 4:00 and 11:00 will be considered working the A.M. shift.

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

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

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

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

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

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

(i) Vacation pay shall not accrue during leaves of absence. Employees shall be entitled to take their annual vacation entitlement but their vacation pay will be prorated to take into account the number of months they were off the payroll.

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

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

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

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

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

1. Any provision in this Agreement to the contrary notwithstanding vacation will be deemed to consist of 5 work days with 2RDO's falling on Saturday and Sunday. In order to accomplish this, all affected employees will change RDO's in the week preceding their vacation as in the following example:

2. Vacations will begin after an employee's RDO's. In this case, employees bidding on the vacation relief roster will select the shifts they are to work on

a block basis i.e. they will select these relief shifts for the entire seasonal roster.

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

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

## ARTICLE XII

### SICK LEAVE AND SPECIAL LEAVES

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

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

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

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

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

(c) Sick leave shall be credited to each employee at the beginning of each calendar year. All employees will be credited with sick leave based upon length of service with the Company from the date of engagement, less any sick leave paid by the Company since that date.

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

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



employee is absent from work.

(e) Employees on sick leave shall receive their sick leave compensation for the time accrued to their personal sick leave credit, on the next established pay day, excepting employees outside New York who will have their pay adjusted on the following pay day.

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

(g) Where an employee has been absent from work due to sickness, unsupported by medical certificates, on five occasions during any period of six months, he will be required to produce medical certificates for all future absences before being permitted to return to work. If his attendance thereafter improves to a satisfactory level during the next six months, the requirement to produce medical certificates shall be discontinued. This requirement shall be without prejudice to the Company's right to take other action whenever abuse of sick leave is indicated.

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

(i) Employees covered under this Agreement shall not be required to participate in test flights.

(j) If the Company, at any time at its discretion, grants additional sick leave or assistance to any employee, it shall not constitute a precedent requiring additional sick leave or assistance in any other case.

(k) Sick leave credit will not accrue during a lay-off or leave of absence.

(l) Personal emergency leave for death in immediate family of five (5) days with pay at straight-time rates will be extended to employees. Where the death in the family occurs outside the USA, five (5) days leave will be granted under the same conditions. The immediate family is understood to consist of mother, father, sister, brother, husband, wife, child, blended family (step family) living in the same household and companion living in the same household.

In the event of death of the employee's mother-in-law or father-in-law, and grandparents, the employee will be given two (2) days personal emergency leave with pay and may take additional time not exceeding five (5) days as CTO earned or as leave of absence without pay.

(m) Employees called for jury duty shall receive, in accordance with Company Regulations, their regular straight-time rate less the fee for jury services, providing notice of jury duty has been shown to the Department Head upon receipt, and statement of jury fee paid is presented to the Timekeeper as soon as it is received by the employee.

Employees called for jury duty will be assigned to the day shift with Saturday and Sunday off for the period in question.

(n) If an employee is disabled by an occupational injury or illness which is recompensable under the applicable Workers' Compensation Laws, he shall receive his normal straight time wages for a period not to exceed forty-five (45) calendar days. For any employees who join British Airways after the date of ratification, this amount will not exceed thirty (30) calendar days.

At the conclusion of the above mentioned period, an employee may request

sick leave pay for absence continuing beyond said period to the extent of his accrued sick leave. In the event that he received Workmen's Compensation because of such absence, he shall turn over such compensation to the Company and shall have his sick leave restored to the extent that the compensation offsets the sick leave pay granted; provided, however, that sick leave credit will be restored only in units of one-half (1/2) days.

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

(o) It is agreed that employees who are required to provide post-natal care for a new born infant will be granted up to one year's leave of absence without pay.

(p) Day trade privileges will be contractual, eight (8) per month will be allowed, an employee cannot link two (2) consecutive months together through day trades, qualifications among staff must be equal, and day trades must be approved by management.

Individual employees who violate the day trade policy may lose their right to day trade, as subject to provisions of the Company day trade policy. Subject to the day trade guidelines and approval of the local manager, CSAs in the station's CSR pool may voluntarily agree to work a CSR shift. If the CSA who is working for the CSR is acting or functioning as the CSR, he/she will be paid at the appropriate rate/step of the CSR pay scale.

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

(a) The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:

1. The Union will be represented by properly designated Shop Stewards in the department or shop at each point on the system, who will be known as the Shop Steward, one of which will be known as the Chairman, Shop Stewards.

In the Passenger and Cargo Departments at JFK, the Chief Shop Stewards may be designated who each will work the day shift with Saturdays and Sundays off.

The Chief Shop Stewards referred to above will transfer to the day shifts from the next shift change following their election.

In the event of a reduction in force, or when there is temporarily no work when the Chairman of Shop Stewards is scheduled to be laid off because of his seniority, his lay-off shall be postponed by 60 days and the Company shall instead lay off the next senior employee. This shall not apply, however, if for any reason there is no other employee senior to the Chairman who may lay off in his stead.

2. The Company will be represented by an authorized representative, who will be empowered to settle all local grievances not involving changes in Company policy or the intent and purpose of this agreement.

3. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

4. The accredited representatives of the Union shall be permitted at any time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes after contacting the Company officer in charge and advising him of the purpose of the visit.

(b) The following provides for the prompt and orderly settlement of disputes growing out of grievances or out of the interpretation of application of provisions of this Agreement covering rates of pay, rules or working conditions:

All reference to days in this Article will be calendar days.

(i) The employee, either individually or in the company of his Shop Steward, will discuss the matter orally with the Section Head or his authorized representative within ten (10) days after the incident or his knowledge of the occurrence which brought the grievance about. The Section Head or his authorized representative shall give his answer within five (5) days.

(ii) If the employee is dissatisfied with the decision given by his Section Head or his authorized representative, he will submit the grievance in writing to the

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

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

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

(c) i) No employee who has been in the service of the Company for more than ninety (90) days will be disciplined to the extent of loss of pay or discharged without first having the benefit of a fair and impartial hearing. However, an employee may be suspended pending such investigation or such hearing.

ii) The employee will be advised in writing of the precise charge or charges against him within ten (10) days after the date the Company has knowledge of the occurrence. An additional twenty (20) days will be granted if the Company requests it from the Union for the Company to complete a proper investigation of the facts. Copies of the charge or charges will be furnished to

the Local Committee and the accredited representative. If after investigation the Company decides not to conduct a hearing, under the terms of the contract the employee will be so notified as soon as possible after the decision is reached.

iii) In the event of discharge or suspension, a hearing will be held within ten (10) days from the date of the written notice and at this hearing the employee may be present and have representatives of his own choosing. He will be permitted to hear all evidence against him and with his representative question all witnesses and/or statements against him.

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

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

v) The hearing officer will render his decision in writing no later than ten (10) days after the close of the hearing.

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

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

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

(d) Service records shall be maintained for all employees by the Company, and upon resignation or discharge from the service, the employee, upon request, will be furnished with a copy of same. In discharge cases, the

employee and his Union representative will have access to the service records applicable to the case prior to the holding of any investigation. In cases where it is necessary that a man should be warned due to the caliber of his work and/or the general performance of his duties, such warning will be made to the employee in writing with a copy to the Local Chairman, and the employee will be given a reasonable length of time to correct the matter.

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

(f) Service and/or personnel records will be made available for examination at any time upon request from employees hereunder or from a General Chairman of the District.

(g) No employee selected as a Committeeman or Officer of the Union will be discriminated against for lawful activity on behalf of the Union.

## ARTICLE XIV

### SYSTEM BOARD OF ADJUSTMENT

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

(b) The System Board of Adjustment shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union, and one (1) selected by the parties from a standing panel of five (5) Referees. The Company and the Union shall agree upon a list of five (5) Referees from which one will be selected, by mutual agreement, to hear any dispute which is referred to arbitration under this Agreement. A referee may be removed from the list by either party during the term of this Agreement and in such instances, the parties will select a replacement. Should the Company and the Union be unable to agree upon said replacement member(s) they shall make a joint request to the National Mediation Board to name interim Referee(s).

(c) The foregoing notwithstanding, the parties may agree to select a Referee who is not a member of the five (5) member panel to hear a case with the Company and the Union Board members and such panel will, for such case, constitute the System Board of Adjustment.

(d) The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any amendment hereto.

(e) The Board shall consider any dispute properly submitted to it by an accredited Union Representative or by the Vice-President Human Resources or his authorized representative, when such dispute has not been previously



settled in accordance with the terms provided for in this Agreement, provided that Notice of Intention to Appeal is filed within thirty (30) days after the procedure provided for in Article XIII of this Agreement has been exhausted. If not filed within such period, the action of the Company or Union shall become final and binding. The date of notice shall determine the order for considering cases, unless the parties mutually agree otherwise.

(f) The office of the “Secretary to the Board” shall alternate January 1st of each year between the Company member of the Board and the Union member of the Board with the Union member serving on even numbered years and the Company member serving on odd numbered years.

The Secretary shall give written notice to the Board members and the parties to the dispute in connection with the scheduling of the Board matters.

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

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

(i) The notice of dispute properly referred to the Board for consideration shall be addressed in writing to the Company member and the Union member jointly and shall include the following.

Each case submitted shall show:

1. Question or questions at issue.
2. Statement of facts.
3. Position of appealing party.

#### 4. Position of other party.

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

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

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

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

(n) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. The Board may, at the request of either the Union member or the Company

member thereon, call any witnesses who are employed by the Company and who may be deemed necessary to the dispute.

(o) A majority of all members of the Board shall be competent to make an award.

(p) Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties thereto.

(q) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company, or their duly accredited representatives, under the provisions of the Railway Labor Act as amended.

(r) The Board shall maintain a complete record of all matters submitted to it for its consideration, and of all findings and decisions made by it.

(s) Each of the parties will assume the compensation, travel expense and other expense of the Board member selected by it.

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

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

(v) It is understood and agreed that each and every Board member shall be

free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

(w) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

## ARTICLE XV

### SAFETY AND HEALTH

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

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

(c) This Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such devices to be furnished by the Company. Employees will not be required to use unsafe tools or equipment; however, employees will be expected to report

unsafe tools or equipment to the Representative before refusing to use such defective tools or equipment. The Company will furnish protective apparel, equipment and devices approved by the Safety Committee to all employees required to work with acids or chemicals that are injurious to clothing or employees, and such other protective apparel, equipment and devices as their work may require, and all employees shall be required to use such apparel, equipment and devices. Failure to do so will result in forfeiture of the right to claim sick leave pay for an absence occasioned by such neglect. Copies of Minutes of any Committee Meeting shall be sent to the General Chairman.

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

(e) Employees entering the service of the Company may be subject to a physical examination. The cost of any such examination will be paid by the Company.

## ARTICLE XVI

### GENERAL AND MISCELLANEOUS

(a) Subject to applicable law, reasonable smoking and refreshments during hours of duty will be permitted in designated areas, provided an employee shall not leave the job to indulge in such smoking and refreshments without permission.

(b) The Company agrees that there shall be no established maximum age limit in the hiring of employees.

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

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

British Airways will assist in the laundering and cleaning of uniforms in the following manner:

1. Each affected employee will receive by December 15th of each year the sum of \$250.00 to cover all cleaning and laundering costs incurred during the year. This amount will be pro-rated for employees who may have worked less than a full year. Employees assigned to Special Services will be eligible to receive such payment.

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

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

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

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

(e) The Company shall provide each employee covered by this Agreement with a copy of the Agreement printed in a Union shop and bound in a convenient pocket-size booklet.

(f) It is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any

strike, or picketing of Company premises during the life of this Agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act as amended, have been exhausted.

(g) The Chairperson of Shop Stewards across all Agreements shall be scheduled to work within the operation four hours per day. The other four hours, per day, of his/her work day he/she shall be considered over and above the normal requirements for that shift and he/she will be free to conduct union related affairs under the Agreements and in so doing will get clearance from his/her Section Head or his designee to enter work areas. However, it is understood that the provisions of Article I (b) will apply relative to such activities.

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

(h) The IAM Negotiating Committee may consist of two employee representatives per contract. The President & Directing General Chairperson of District 142 will be the one who determines whether it will be one or two representatives per contract.

British Airways will pay the wages of one (1) union representative per contract during negotiations, but not overtime. Expenses will be the responsibility of the IAM.

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

(i) Any employee leaving the service of the Company will, on request, be

furnished with a letter setting forth the individual's qualifications and length of service.

(j) If new equipment is put into service by the Company, employees shall be given every opportunity to become familiar with the new equipment without change in classification.

(k) British Airways will handle Caledonian Airways flights that operate to JFK. At stations outside JFK manned by employees covered by this Agreement, BA will bid to handle Caledonian Airways on a competitive basis who will be free to accept the most competitive bid. Caledonian Airways flights to other destinations will not be handled by British Airways.

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

(l) All Ops II qualified staff in Customer Service will be provided with route familiarization flights subject to Company requirements. The Company reserves the right to select the route to be flown. However every effort will be made to select the route which will provide the optimum amount of applicable experience.

(m) Full-time employees will be permitted to engage in an outside profession, trade, or business while employed by British Airways. Full-time employees who wish to engage in outside profession, trade or business while employed by British Airways will be required to:

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

(2) Employees who are absent from work due to illness, short or long term disability or occupational injury may not engage in a secondary occupation without permission from the People Department.



## ARTICLE XVII

### WAGE RULES

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

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

(c) Employees shall be paid during their regular working hours, weekly, unless otherwise provided by applicable state laws. For employees in New York the payment on Thursday shall include all earnings up to and including the previous Sunday. Employees outside New York will be paid on a Thursday all basic earnings up to and including the previous Sunday and adjustments will be included the following week.

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

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

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

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

(f) Employees recalled to work from a lay-off shall be returned to their former position, if the job still exists, and shall not be paid a lower rate than they were receiving prior to the lay-off, unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union,

provided that if the job does not exist, the recalled employee shall receive the rate of the job accepted.

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

(h) LONGEVITY - Employees will be paid one cent per hour for each continuous year of completed service in a position under this Agreement up to a maximum of fifteen cents per hour and will be included in the hourly rate for overtime purposes, increasing at date of signing yearly up to a new maximum of twenty (20) cents per hour.

Effective January 01, 1965, all continuous British Airways service under IAM Agreements will count for longevity entitlement up to the maximum provided in this Agreement.

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

When a new employee is hired in any classification under this Agreement the Company may recognize his previous experience in the type of work for which he is hired by awarding him a starting rate higher than the minimum for the classification.

(j) Agents will be paid at the first step of the appropriate Representative scale when they work at least one hour when there is no Representative on duty at the station. Such pay will be only for the actual hours worked without a Representative.

## ARTICLE XVIII

### UNION SECURITY

(a) Except as provided otherwise herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as

it may have been supplemented or amended shall, as a condition of continued employment in such work, become and remain members in good standing (as herein defined) in the Union within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later.

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

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

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

(e) All rights of any employee under the Labor Agreement hereinabove noted and such supplements or amendments as may apply thereto are contingent upon his acquisition and maintenance of Membership in good standing in the Union.

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

(g) Whenever payment of dues is referred to in this Agreement, the conditions of payment shall be met if the amount due is tendered to the Union within the prescribed time limitations. Use of the word "dues" herein shall, in all cases, include initiation fees, periodic dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

(h) Upon receipt of an approved duly signed authorization form, the Company shall deduct from the employee's first pay check following completion of sixty (60) days employment, the initiation fee, dues and assessments payable by him to the Union during the period provided for in said authorization.

(i) All deductions shall be made by the Company on account of initiation fees, dues and assessments, on a weekly basis, unless the Union shall previously advise the Company to the contrary.

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

## ARTICLE XIX

### PART-TIME EMPLOYEES

This entire article will be read in conjunction with the job protection language agreement in Article II (c) and Article VIII concerning seniority.

All part-time employees shall be subject to the provisions of the Agreement between British Airways and the IAMAW dated March 15, 1994 except where they are inconsistent with the provisions of the following:

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

(b) At no time may the total number of part-time employed at Airports exceed one hundred ten (110%) percent of the total number of full-time Airport staff employed system-wide across all contracts.

The one hundred ten (110%) percent maximum will exclude part-time Customer Service agents assigned to third party handling contracts and part-time Mechanics.

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

(c) Nothing in this Agreement may preclude full-time staff utilizing their seniority in a part-time capacity to displace a part-time employee.

(d) - (1) A normal work week shall consist of up to 20 hours with a maximum of five (5) hours in any one day. All hours worked by part-time staff up to a total of eight hours each shift shall be paid at straight time. Thereafter, overtime will be paid at the applicable rate, provided the employee has worked his weekly shift pattern or an employee has worked in excess of forty (40) hours in the work week. The following shall count as time worked for the computation of an employee's worked hours: an employee's vacation day(s), Holiday Off, approved CTO time, jury duty, employees released for Union business, workers compensation injury, bereavement, and approved military leave. Overtime rates for part-time staff hired prior to April 14, 1982 shall be at time and one half after their four hour shifts.

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

Scheduled days off shall not necessarily be consecutive. Part-time staff shall bid shifts on a separate roster.

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

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

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

At a station or location, the number of thirty (30) hour shift (Customer Service Agent) employees will not exceed 200% of the number of full-time forty (40) hour shift (Customer Service Agent) employees. If in the future, at a station or location, operational issues create the need for additional thirty (30) hour part-time shifts above the number of forty (40) hour shifts, then the parties will meet and discuss modifications to the above restriction at a station or location.

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

(e) Full-time staff will be given priority for formal training in seniority order consistent with the requirements of the shift structure. For certain courses, staff may be required to pass an aptitude or skills test prior to qualifying for the course. This does not apply to local on-the-job training.

(f) Employees rostered off on a holiday shall receive the same number of hours as CTO as hours scheduled to work.

(g) Overtime will be offered in the following sequence:

(1) Full-time and part-time staff on duty will be given first preference to work all overtime within their classification that is expected to last up to a maximum of four (4) hours.

(2) Overtime that is expected to last beyond four (4) hours but not greater than six (6) hours which is not met by full-time staff on duty will be next offered to full-time staff scheduled to come on duty.

(3) If the overtime requirement in Step 2 is still not satisfied Part-time staff scheduled to come on duty, may work overtime that is expected to last up to a maximum of four (4) hours.

(4) For agent overtime expected to last up to a maximum of two (2) hours, customer service representatives on duty.

(5) Overtime expected to last more than six (6) hours will be offered to Full-time staff, based on low hours and qualifications that are either on RDO, on shift, or scheduled to come on shift.

(6) Part-time staff that are either on RDO, on shift, or scheduled to come on shift will be offered overtime based on low hours and qualifications.

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

(h) In the event of reduced shift coverage on a holiday, employees (full-time and part-time) who wish to volunteer to work or not work on the holiday may do so according to an integrated seniority list which will contain all part-time and full-time employees scheduled to work on the shift in question. The

integrated seniority (by classification) list will also be used to determine the order in which staff are reduced in numbers on the shift affected.

(i) Part-time employees will be covered by the Company Pension Plan in accordance with ERISA provisions.

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

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

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

(m) Part-time employees working in a temporary full-time capacity will be credited with the appropriate hours for full-time sick leave entitlement once the temporary assignment exceeds 60 days, credited to the start of the assignment.

(n) Part-time employees who assume a temporary full-time position will pay the same medical & dental premiums as other full-time employees from the start of the temporary assignment.

(o) Part-time employees will have an entitlement to longevity from date of signing.

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

(p) Union security agreement provisions of Article XVIII shall apply to all part-time staff.



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

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

(s) Movement through the incremental pay scale for part-time employees shall be based on total accumulated active employment in the classification.

(t) Part-time employees will have the appropriate vacation entitlement, in accordance with Article XI.

Part-time employees will have their own vacation roster.

(u) Part-time employees are eligible to receive applicable shift premiums.

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

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

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

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

#### SAVING CLAUSE

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

#### EFFECTIVE DATE AND DURATION

With the exception of those items specifically indicated to become effective at a different date, this Agreement shall become effective on the date of signing and shall remain in full force and effect until September 30, 2017 and thereafter shall renew itself without change until each succeeding September 30<sup>th</sup> unless written notice of intended change is served by either party in accordance with the provisions of Section 6, Title I of the Railway Labor Act, as amended, at least ninety days prior to September 30, 2017 or September 30<sup>th</sup> of any year thereafter. Written notice may be served as early as January 1, 2017. Once a party serves written notice, both parties agree to enter in to contractual negotiations.

Signed at New York this 12th day of September 2014.

FOR BRITISH AIRWAYS:

Michelle Ehrlich  
Senior Vice President People, Americas

FOR THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS:

Michael Manzo  
District 142

APPENDIX A

RATES OF PAY

1. Staff who are currently in receipt of premiums for Restricted Articles and Operations will continue to receive these payments. From date of signing (Sept. 6, 1990), no additional employees will receive these premiums.
  2. Employees who are presently being paid 88 cents per hour on stations outside JFK for doing preparatory work will continue to receive this payment. This payment will not be applicable to any additional staff. (Signed Sept. 6, 1990)
  - .3. Any employee covered under this agreement who transfers to another position covered under another IAM agreement, whose wage scale is identical, will be guaranteed their current hourly rate and will continue to progress on said scale. The employee's salary review date will not be adjusted.
- 4.A 3.5% lump sum to be paid following ratification to all employees in all classifications. On 1/1/2015, 1/1/2016 and 1/1/2017 all base wage scales excluding the Associate Customer Service Agent scale, will increase by 2%. On 1/1/2018, all base wage scales, excluding the Associate Customer Service Agent scale, will increase by 1.5%. No increases will be made to the Associate Customer Service Agent pay scale for the life of the agreement. No pay awards (hourly increases) will be given to employees with redlined/frozen pay rates above the top of scale wage rates. On 1/1/2016, all redlined/frozen staff not receiving an increase to their base wage rate will receive a 3% lump sum

payment. On 1/1/2018, all redlined/frozen staff not receiving an increase to their base wage rate will receive a 1.5% lump sum payment.

#### CUSTOMER SERVICE REPRESENTATIVE

Steps	Base Scale				
	4/1/2011	1/1/2015	1/1/2016	1/1/2017	1/1/2018
		2%	2%	2%	1.5%
1st year	\$22.47	\$22.92	\$23.38	\$23.85	\$24.20
2nd year	\$23.90	\$24.38	\$24.87	\$25.36	\$25.74
3rd year	\$25.53	\$26.04	\$26.56	\$27.09	\$27.50
4th year	\$26.78	\$27.32	\$27.86	\$28.42	\$28.85
5th year	\$28.05	\$28.61	\$29.18	\$29.77	\$30.21
6th year	\$29.34	\$29.93	\$30.53	\$31.14	\$31.60
7th year	\$30.56	\$31.17	\$31.79	\$32.43	\$32.92
8th year	\$32.01	\$32.65	\$33.30	\$33.97	\$34.48

#### CUSTOMER SERVICE AGENT (hired before September 12, 2014)

Steps	9/12/2014				
		1/1/2015	1/1/2016	1/1/2017	1/1/2018
		2.00%	2.00%	2.00%	1.50%
1st year	\$10.90	\$11.12	\$11.34	\$11.57	\$11.74
2nd year	\$11.24	\$11.46	\$11.69	\$11.93	\$12.11
3rd year	\$12.33	\$12.58	\$12.83	\$13.08	\$13.28
4th year	\$13.36	\$13.63	\$13.90	\$14.18	\$14.39
5th year	\$14.25	\$14.54	\$14.83	\$15.12	\$15.35
6th year	\$15.33	\$15.64	\$15.95	\$16.27	\$16.51
7th year	\$16.44	\$16.77	\$17.10	\$17.45	\$17.71
8th year	\$17.88	\$18.24	\$18.60	\$18.97	\$19.26
9th year	\$18.99	\$19.37	\$19.76	\$20.15	\$20.45
10th year	\$20.33	\$20.74	\$21.15	\$21.57	\$21.90
11th year	\$21.00	\$21.42	\$21.85	\$22.29	\$22.62

Effective September 12, 2014, the 11th year of the Customer Service Agent (hired before September 12, 2014) pay scale will be adjusted to \$21 per hour and the 12th year will be removed. Employees on years 11 and 12 of the former wage scale will have their pay redlined/frozen. Employees with redlined/frozen

pay rates above \$25.04 per hour will have their pay rates redlined/frozen. No hourly increases to pay rates will be given until an employee's pay rate is less than or equal to their classification rate.

#### ASSOCIATE CUSTOMER SERVICE AGENT

(hired on or after Sep 12, 2014)

Yrs	Effective September 12 2014
1	\$10.90
2	\$11.24
3	\$12.33
4	\$13.36
5	\$13.83
6	\$14.31
7	\$14.81
8	\$15.33
9	\$15.87
10	\$16.42
11	\$18.50

**LEAD TELECOMMUNICATIONS OFFICER (MAINTENANCE)**

Steps	Base Scale				
	4/1/2011	1/1/2015	1/1/2016	1/1/2017	1/1/2018
		2%	2%	2%	1.5%
1st year	\$22.34	\$22.79	\$23.24	\$23.71	\$24.06
2nd year	\$23.86	\$24.34	\$24.82	\$25.32	\$25.70
3rd year	\$25.40	\$25.91	\$26.43	\$26.95	\$27.36
4th year	\$26.94	\$27.48	\$28.03	\$28.59	\$29.02
5th year	\$28.49	\$29.06	\$29.64	\$30.23	\$30.69
6th year	\$30.04	\$30.64	\$31.25	\$31.88	\$32.36
7th year	\$31.56	\$32.19	\$32.84	\$33.49	\$33.99
8th year	\$33.11	\$33.77	\$34.45	\$35.14	\$35.66
9th year	\$34.63	\$35.32	\$36.03	\$36.75	\$37.30

**TELECOMMUNICATIONS OFFICER (MAINTENANCE)**

Steps	Base Scale				
	4/1/2011	1/1/2015	1/1/2016	1/1/2017	1/1/2018
		2%	2%	2%	1.5%
1st year	\$19.05	\$19.43	\$19.82	\$20.22	\$20.52
2nd year	\$20.37	\$20.78	\$21.19	\$21.62	\$21.94
3rd year	\$21.70	\$22.13	\$22.58	\$23.03	\$23.37
4th year	\$23.00	\$23.46	\$23.93	\$24.41	\$24.77
5th year	\$24.35	\$24.84	\$25.33	\$25.84	\$26.23
6th year	\$25.67	\$26.18	\$26.71	\$27.24	\$27.65
7th year	\$26.97	\$27.51	\$28.06	\$28.62	\$29.05
8th year	\$28.29	\$28.86	\$29.43	\$30.02	\$30.47
9th year	\$31.42	\$32.05	\$32.69	\$33.34	\$33.84

**CARGO SALES ASSISTANT**

Steps	Base Scale				
	4/1/2011	1/1/2015	1/1/2016	1/1/2017	1/1/2018
		2%	2%	2%	1.5%
1st year	\$17.28	\$17.63	\$17.98	18.34	\$18.61
2nd year	\$18.58	\$18.95	\$19.33	\$19.72	\$20.01
3rd year	\$19.86	\$20.26	\$20.66	\$21.08	\$21.39
4th year	\$21.13	\$21.55	\$21.98	\$22.42	\$22.76
5th year	\$23.39	\$23.86	\$24.33	\$24.82	\$25.19

6th year	\$26.29	\$26.82	\$27.35	\$27.90	\$28.32
7th year	\$27.98	\$28.54	\$29.11	\$29.69	\$30.14

Paragraph #1 of the Transition Period (signed May 13, 1999)

Telephone sales staff transferring to airports will have first priority to bid the following premium positions: Customer Relations Representative, Cargo Sales Assistant, using their prior accrued telephone sales seniority. Positions not filled using prior accrued telephone sale seniority will be bid according to customer service seniority.

Appendix "B"

BENEFITS

DENTAL

1. Pay basic services at 100%.
2. Base benefit year on calendar year.
3. Increase schedule by 20% in 1994.
4. Single part-time employees will pay the same premium as single full time employees. If part time employees elect coverage for eligible dependents they will pay 50% of the regular premium British Airways pays.  
After March 15, 1994 dependents of future full-time and part-time employees will be eligible to participate in the dental plan after completing 60 days of active service.
5. Employee monthly contribution: \$4.00 for single coverage and \$9.00 for coverage with eligible dependents.

6. Maximum benefit of \$2,000 per year.

## MEDICAL

British Airways will offer a managed healthcare plan. British Airways will also offer a high deductible health plan with a Health Savings Account (HDHP) from January 1, 2015. The plan design and premium contributions for the HDHP will be set by the company.

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

A special enrollment period will be held in 2014 following contract ratification. The 2014 changes will be effective on October 1, 2014.

Premium Contributions: Please see the CBA on the British Airways intranet

**Plan Design: Please see medical benefits on the British Airways intranet**

## LIFE INSURANCE

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

## LONG TERM DISABILITY



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

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

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

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

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

Accrued Sick Leave Balance	Increase in Credited
Service 22-43 days	1 month
44-65 days	2 months
66-87 days	3 months
88-109 days	4 months
110-131 days	5 months
132-153 days	6 months
154-175 days	7 months
176-197 days	8 months
198-219 days	9 months
220-241 days	10 months
242-263 days	11 months
264 + days	12 months

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

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

in benefits.

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

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

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

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

8. With regards to the determination of Plan Member’s final average salary, those sections of the Plan will be changed to provide that a Plan Member’s

final average salary will mean the average of a Plan Member's annual salary for the sixty (60) highest consecutive calendar compensation months with the final (10) years of employment up to the first of the month following the Effective Date.

IAMAW PENSION PLAN (effective 10/1/2003)

Contribution rates as of 10/1/2006, 2/10/2010

Part-time Employees (excluding Associate Customer Service Agents) 1/15-\$1.80, 1/16-\$1.85, 1/17-\$1.90

Associate Customer Service Agent- 9/12/14-\$0.75 (no increase for duration of agreement)

Customer Service Agent- 1/15-\$2.05, 1/16-\$2.10, 1/17-\$2.15

Customer Service Representative- 1/15-\$3.00, 1/16-\$3.05, 1/17-\$3.10

Telecommunications Officer - 1/15-\$3.00, 1/16-\$3.05, 1/17-\$3.10

Lead Telecommunications Officer- - 1/15-\$3.00, 1/16-\$3.05, 1/17-\$3.10

401K (BRITISH AIRWAYS SAVINGS PLAN)

The Company will make available a 401K Savings Plan. The plan will consist of at least six funds. The Company will allow employees participating in the 401K plan to transfer money between funds on a daily basis.

LETTERS OF UNDERSTANDING

Historical Archive of Letters of Understanding no longer active

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

LETTER OF UNDERSTANDING #2

Opening of Small Stations

It is hereby mutually agreed and understood, as an exception to Article II of

all contracts between the parties, that when the new stations are established by B.O.A.C. outside of New York, the Company and the Union will discuss how the work shall be handled at said stations, by B.O.A.C. staff, subcontractors, or both.

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS:

George Kleiman

FOR BRITISH OVERSEAS AIRWAYS  
CORPORATION:

J.M. Rhind  
Richard J. Egan

Dated: 14 January 1965

LETTER OF UNDERSTANDING #7

It is hereby mutually agreed and understood that at small stations outside of New York it is not always possible to have employees in specific categories as covered under the Cargo-Passenger Service Agreement and in the event that it is necessary for staff in these categories to perform dual functions they shall be paid a bonus of \$25 per month over and above their basic rate.

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS:

George Kleiman

FOR BRITISH OVERSEAS AIRWAYS  
CORPORATION:

J.M. Rhind  
Richard J. Egan

Dated: 14 January 1965

LETTER OF UNDERSTANDING #18

It is hereby mutually agreed and understood that the Company agrees to continue its present practice of paying the cost of parking at Airports where

employees covered in this Agreement are located.

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

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS:

Wally Haber

FOR BRITISH OVERSEAS AIRWAYS  
CORPORATION:

G.S. Drain

Dated: 6 September 1973

Letter of Agreement (Kitchen Functions)

British Airways will contract out all kitchen functions at all British Airways lounges, including providing refreshments and ordering and maintaining supplies; maintaining records of materials and lounge usage; maintaining lounge dishes and utensils used for refreshments and meal service; and providing such other related kitchen services as required by the Company.

Staff currently providing kitchen related duties will be reassigned to customer service agents duties at their location.

Letter of Agreement (Passenger Service)

British Airways agrees to staff the following stations:

San Francisco, Charlotte, Seattle, Baltimore, Denver, Phoenix, and Orlando. British Airways will determine the staffing requirements of each station and staff according to the needs of the stations. These stations will be staffed by British Airways staff prior to December 2001.

Letter of Agreement (PHL Cargo)

Cargo functions performed at Philadelphia will no longer be considered work partially or fully reserved to the IAMAW. It is agreed that the Company may at its sole discretion subcontract the cargo functions at Philadelphia.

The cargo staff at Philadelphia will be reduced through attrition. Until such time when all Philadelphia cargo staff attrite out, the work that they perform will be cargo related as assigned by management. This may or may not be work unique to Philadelphia.

In addition to relevant duties as listed in the Customer Service Agents and Customer Service Representative job descriptions; staff currently at PHL Cargo may perform the following duties:

(a) Work with the Area Service Delivery Manager and World Cargo Sales on various functions which include (1) booking control and situation reports; (2) FAA security compliance audits; (3) updating customer databases; (4) auditing ground handling agency; (5) general accounts administration; (6) provide support to cargo sales in relation to problem solving; (7) liaise with passenger service; and (8) attend sales and customer service meetings.

(b) Coordinate with Ground Handling Agent and World Cargo Sales to ensure maximum revenue, controlled costs, station security, and customer satisfaction.

(c) Perform data capture and related administrative duties.

If the work is not represented as stated, affected PHL cargo sales staff will be able to exercise their right to enhanced severance until December 31, 1999.

#### Shift Premium Letter Of Agreement

(April 14, 2003)

The International Association of Machinists and Aerospace Workers, District 142, and British Airways agree to the following terms and conditions as full and final settlement of the issues raised in grievances BA/JFK/20-01 and BA/JFK/11-01 and any other grievance(s) alleging similar facts and circumstances regarding payment of a shift premium to employees with two different shift start times in a work week.

(1) When an employee works a shift pattern in the same work week with two different shift start times and neither start time attracts a shift premium then the employee is not entitled to receive any shift premium for the split shift.

(2) When an employee works a shift pattern in the same work week with two different shift start times and one of the shift start times does attract a shift premium, then the employee would receive a shift premium of (.63) per hour for all hours worked in that work week.

(3) This agreement will become effective April 14, 2003 and applies only to hours worked after that date.

(4) Any claims seeking shift premiums for split shifts worked prior to April 14, 2003 will be dismissed in their entirety.

(5) The Settlement Agreement will apply to the Engineering Collective Bargaining Agreement and the Customer Services Collective Bargaining Agreement.

(6) Working for another employee through a shift or day trade does not create a split shift for the work week.

Third Party Passenger Handling Provisions Agreement at JFK Terminal-Cathay Pacific:

Where foreign language skill is a requirement for employees in the Cathay Pacific 3rd party handling unit, employees in the Cathay Pacific 3rd party unit with foreign language skills cannot be displaced from the unit by other employees seeking to bid into the unit unless those employees also possess the needed foreign language skill.

Such foreign language skilled staff in the unit will remain in the 3rd party handling unit for a minimum period of two years (2) years before being allowed to bid out pursuant to paragraph #3.

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

### TRANSITION PROVISIONS

The Company will transfer U.S. Cargo handling operations and the Skyload Unit functions to third party vendors (non-British Airways handling) at Miami, Chicago, Washington, Boston, Detroit, Los Angeles and New York. This work that is presently performed by the Customer Service Agent (Cargo) and Customer Service Representative (Cargo) classifications pursuant to Article II (a) Scope of Agreement will be transferred to third party handling. This will amend Article II of the Customer Services collective bargaining agreement.

It is the Company's intention to phase the transfer of Cargo work to the third party vendors over the next year through July 2010.

Current Cargo employees covered under the Customer Services collective bargaining agreement, with no job protection provision, may elect severance and choose to accept a position at the third party vendor. Those employees will be governed by the wages, terms and conditions in effect at the third party vendor.

### TRANSITION SCHEDULE

The Company's intention is to phase the transfer of Cargo work to the third party vendors in line with the schedule below. Work will not be transferred to the third party vendors prior to the following dates:

- Boston: 15 February 2010
- Los Angeles: 15 January 2010
- Washington: 1st February 2010
- Miami: 1st February 2010
- Chicago: 15 March 2010



- New York (JFK): 1st July 2010

Employees hired on or before March 15, 1994 exercising their contractual right to a job as either a Customer Service Agent or Baggage Service Agent position under the terms of this Agreement, who do not have any previously accrued seniority in either classification, shall be placed at the bottom of the classification seniority list and shall exercise such classification seniority for all purposes except layoff. For layoff purposes only, consistent with the terms of the Collective Bargaining Agreement, employees hired on or after September 07, 1990 and on or before March 15, 1994 if laid off from their current station or location, will be offered a position within the BA/IAMAW agreements. The position(s) offered will be at the stations or locations where the most junior employees in the classification, not “date protected”, are employed. If layoffs are required at the time an employee exercises their contractual right to a job under this agreement, unprotected employees at the affected station or location, ie hired after March 15, 1994, with more classification seniority will be subject to layoff before employees hired on or before March 15, 1994. Employees hired on or before September 6, 1990 may only be laid off if the Company closes the station.

#### Letter of Understanding concerning Employee Transition Agreement (Reservations & Cargo Employees)

All eligible staff hired on or before March 15, 1994 from the reservations sales agent classification (Groups & Sales Support) and the classifications of Customer Service Representative (Cargo) and Customer Service Agent (Cargo) who are covered under the job security protection language and elect to exercise their contractual right to a job under the BA/IAMAW agreements will be assigned a classification seniority date of, “date of ratification”, in their new classification of Baggage Service Agent or Customer Service Agent.

Staff assigned this classification seniority date (“date of ratification”) will be placed in seniority order based upon their date of hire in a “union” classification under the current IAMAW/BA Collective Bargaining Agreements.

The available positions at the various stations or locations will be offered to these staff based upon their standing and/or seniority order on this list except

for those staff holding previously accrued classification seniority in either of the above classifications. The appropriate provisions of the Collective Bargaining Agreement with regard to seniority will apply.

### EMPLOYEE PROVISIONS

The Company intends to subcontract the work of Customer Service Agents (Cargo) and Customer Service Representatives (Cargo) performing cargo functions listed in the job descriptions found in Article IV. When such subcontracting occurs, the provisions of the Collective Bargaining Agreement will apply:

1. The appropriate provisions of the Collective Bargaining Agreement shall apply to each incumbent IAM employee whose current position is eliminated and who were hired on or prior to September 6, 1990. This will be at their respective airport location. Staff seeking to exercise their contractual right to a job will be required to train and meet the basic skill requirements of the job sought. Staff failing to meet the basic requirements or not accepting a position will receive a severance. The amount of the severance will be determined based on the severance chart attached. Staff accepting voluntary severance will be required to sign a general release. Where the current wage rate exceeds their new classification wage rate, the current wage rate will be frozen (red-circled) and all agreed upon pay raises will be paid as a lump sum until their new classification wage rate exceeds it.

2. The appropriate provisions of the Collective Bargaining Agreement shall apply to each incumbent IAM employee whose current position is eliminated and who were hired by British Airways after September 6, 1990 and on or before March 15, 1994. If they are currently full-time they will be offered a full-time position within the BA/IAMAW agreements. If they are currently part-time, they will be offered a part-time position within the BA/IAMAW agreements. These staff may be required to train and or relocate. Staff seeking to exercise their contractual right to a job will be required to train and meet the basic skill requirements of the job sought. Staff failing to meet the basic requirements or not accepting a position will receive severance. The amount of severance will be determined based on the severance chart attached. Staff accepting voluntary severance will be required to sign a general release. Where the current wage rate exceeds their new classification wage rate, the

current wage rate will be frozen (red-circled) and all agreed upon pay raises will be paid as a lump sum until their new classification wage rate exceeds it.

3. Incumbent IAM employees employed by British Airways who do not wish to remain with British Airways will be offered a voluntary severance program. The amount of the severance will be based on the severance chart attached. Staff who elect voluntary severance will be required to sign a general release.

4. Staff electing severance in the protected groups outlined above will be provided/guaranteed “active employee” medical and dental insurance coverage for six (6) months. Staff who elect severance, who are currently contributing for medical or dental coverage will continue to make such respective payments. After this six month period employees will be eligible for COBRA at their own cost.

5. Incumbent IAM employees who are not in the protected groups noted above will be given involuntary severance. The amount of severance will be determined based on the severance chart attached. Staff being severed will be provided with medical and dental insurance coverage based on years of service with the Company. Coverage length will be calculated at a rate of one (1) month per year of service, up to a maximum of six (6) months. Staff currently contributing for medical or dental coverage will continue to make such respective payments. After this, employees will be eligible for COBRA at their own cost. Staff will be required to sign a general release.

6. Severance payments may be taken as either one lump sum, or alternatively split over a two-year period at the employee’s option. The Company will not contest employee’s filing for state unemployment insurance.

7. Employee Transition Agreement – Should any issues arise relating to this transition agreement, the parties will meet as soon as possible to discuss and resolve the issues.

8. In addition to paragraph (1) above the severance program set forth above, a separate voluntary severance program will be made available, equal to the number of all affected employees who exercise their right to a job with British Airways (maximum 56 positions). This program will be made available to IAM employees in the United States, excluding Engineering and

Telecommunications staff, in order to avoid involuntary lay-offs due to the job protection provision, contained within the Collective Bargaining Agreement. Company approval of this severance request will be dependent upon an affected employee's written request to exercise their contractual right to a job at that station. The amount of severance will be determined based on the severance chart attached. Staff electing for this severance will be provided with "active employee" medical and dental insurance based on years of service with the Company. Coverage length will be calculated at a rate of one (1) month per year of service, up to a maximum of six (6) months. Staff currently contributing for medical or dental coverage will continue to make such respective payments. After this, employees will be eligible for COBRA at

their own cost. Staff will be required to sign a general release. Approval of all severance requests is at company discretion.

9. In the event the subscription does not equal the number of severances offered, then lay-offs may be necessary. The amount of severance will be governed by the collective bargaining agreement. Any staff member laid off will have recall rights for five (5) years.

#### Letter of Agreement – September 12, 2014

It is hereby mutually agreed and understood that the Company may implement joint customer handling, at JFK, during the term of the new Agreement. Employees of British Airways and personnel of its joint business partners may perform customer facing passenger service duties for each other's customers where there is a reciprocal agreement between the joint business partners. The intent of this Letter is to provide seamless service to customers across British Airways and its joint business partners, and is not intended to permit diversion of work as described in item 5 below. The Company agrees that this provision will not be abused and that suspected abuse is subject to the grievance procedure.

A joint business partner is one with which British Airways has a revenue sharing arrangement, as it currently has with American Airlines and Iberia Airlines. Notwithstanding any provisions of the Collective Bargaining Agreement, the parties agree that:

- 1) The Company agrees that it will not lay-off any of its employees as a direct result of other joint business partners' personnel jointly handling British Airways customers.
- 2) The Company agrees that this Letter of Agreement will not be used to circumvent normal overtime procedures.
- 3) The Company agrees that the scheduling of staff (rosters) will be consistent with the British Airways operation as if there were no joint handling agreement.
- 4) The Company agrees that no employee will be expected to perform any functions, duties or tasks for which they have not been trained.
- 5) The Company agrees that it will not use this Letter of Agreement to intentionally divert British Airways' customers to joint business partners' personnel in an effort to undermine the IAMAW bargaining unit.

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

- a) Where British Airways occupies the same terminal as a joint business partner and commences joint handling, a British Airways customer may be directed to any joint business partner personnel during the course of the operation.
- b) A British Airways customer arrives at T8 to check in and finds out his/her flight departs from the British Airways Terminal, T7. The joint business partner's personnel at T8 would check the customer and his/her bags in, issue a boarding card and accept the bags and transfer the customer to T7. The same would be true for a joint business partner's customer arriving at T7.
- c) There is no available gate at T7 for an arriving British Airways flight and it is necessary to use an available gate at AA T8. The joint business partner's personnel may assist British Airways employees in providing customer service to that arriving flight. The same would be offered by British Airways staff if a joint business partner's flight arrived at T7.
- d) A joint business partner's customer arrives at British Airways T7 and needs to file a lost or damaged baggage report or needs some other customer service related help. The British Airways customer service staff may be required to take

the report and/or provide the necessary solution. The joint business partner's personnel may offer the same service if a British Airways customer arrived at T8.

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

This agreement will become effective after September 12, 2014 of the new Collective Bargaining Agreement.

Letter of Agreement – September 12, 2014

The Company and the Union agree that the following functions will no longer be considered work partially or fully covered by the CBA:

1. Passenger Service functions at Atlanta, Baltimore, Denver, Dallas, Orlando, Phoenix and Seattle
2. Baggage Service functions at JFK

The Company will transfer the above operations to third party vendors (non-British Airways handling). This work that is presently performed by the Customer Service Agent, Customer Service Representative, Baggage Service Agent and Baggage Service Representative classifications pursuant to Article II (a) Scope of Agreement will be transferred to third party handling. This will amend Article II of the Customer Services collective bargaining agreement.

Impacted employees covered under the Customer Services collective bargaining agreement may elect severance and choose to accept a position at the third party vendor\*. Those employees will be governed by the wages, terms and conditions in effect at the third party vendor. Severance per the below chart. Medical coverage post severance will be calculated at the rate of one (1) month per year of service, up to a maximum of six (6) months. Staff retiring with BA who are age 65 or older will continue on BA healthcare through the end of the month following their exit date and will move to retiree medical on the first of the month following their retirement and be eligible for the Retiree Reimbursement Account.

## Customer Services Involuntary Severance\*

Years of Service	Severance Benefit (paid weeks)
1	1
2	3
3	5
4	7
5	10
6	18
7	21
8	24
9	27
10	30
11	33
12	36
13	39
14	42
15	45
16	48
17	51
18 and greater	52

\* The severance calculation will be calculated based on completed years and months of service.

\*\* Transition Schedule- SEA 10/20/2014, ATL 10/27/2014, MCO 11/03/2014, PHX 11/10/2014, JFK Baggage Room 11/13/2014, DEN 11/17/2014, DFW 11/24/2014, BWI 12/08/2014

Transition Language -to be agreed by the parties

\*Baggage Service Agents and Baggage Service Representatives electing to transition to the third party vendor will be offered full-time or part-time positions in line with their current status. Full time positions at the third party vendors at Atlanta, Baltimore, Denver, Dallas, Orlando, Phoenix and Seattle will be based on operational requirements, with a minimum of four (4) full-time positions offered to existing full-time Customer Service Agents and Customer Service

Representatives at all stations, with the exception of Seattle which will have seven (7) full-time positions offered. These positions will be offered in seniority order.

\*\*The Company will establish one (1) non-union Duty Manager position at each of the 7 stations affected by outsourcing, provided operational frequencies are at least 5 per week, and shall interview and hire employees displaced from such stations for these positions. Successful applicants will remain British Airways employees and therefore not be eligible for severance

\*\*\*Employees hired prior to the Sept 6, 1990 date or the March 15, 1994 date seeking to exercise their contractual right to a job will be required to train and meet the basic skill requirements of the job sought. Employees failing to meet the basic requirements will be required to attend additional intensive training course(s) until such a time that they can meet the basic skill requirements of the job. Until such employees have attained the required level of proficiency, the company will have discretion over the employees' shift/roster pattern and overtime opportunities, in seniority order.

#### Letter of Agreement – September 12, 2014

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

- (1) The Company will run an initial voluntary severance program after contract ratification. The terms and conditions of the program, including but not limited to the number of eligible employees, the decision window and release dates will be set by the company.
  - (a) All Customer Service Agents with redlined pay above the new top-of-scale and all Customer Service Representatives will be eligible.
  - (b) Any Customer Service Agent hired prior to date of ratification, not covered under (a) above, will be eligible, subject to company approval.
- (2) After the initial window, Customer Service Agents and Customer Service Representatives becoming eligible for an unreduced pension under the British Airways USA Pension Plan and/or the IAM National Pension Plan between the end of the initial window and the amendable date of the contract will be eligible for an extended voluntary severance program, subject to company approval.



Eligible employees must notify the company of their request to elect severance at least 90 days in advance of their eligibility date. If approved, the release date will be determined by the company, subject to operational requirements.

Severance will be per the below severance table. Severance payments may be taken as either one lump sum, or alternatively split over a two-year period at the employee's option. Staff electing voluntary severance, who are under the age of 65, will be provided with medical and dental insurance coverage based on years of service with the Company. Coverage length will be calculated at the rate of one (1) month per year of service, up to a maximum of six (6) months. Staff will continue to make contributions for medical and dental coverage. After this, employees will be eligible for COBRA at their own cost. Staff retiring with BA who are age 65 or older will continue on BA healthcare through the end of the month following their exit date and will move to retiree medical on the first of the month following their retirement and be eligible for the Retiree Reimbursement Account.

Voluntary Severance* Years of Service	Severance Benefit Paid Weeks of Severance
1	1
2	3
3	5
4	7
5	10
6	18
7	21
8	24
9	27
10	30
11	33
12	36
13	39
14+	40

\*The Severance calculation based on completed years and months of service.

All employees seeking to participate in these programs will be required to adhere to the terms and conditions of the program, including execution of a binding general release.

### Centralized Load Control – (CLC)

The Company will transfer the current Load Control work functions outside of North America to other British Airways sites and/or to a third party provider. The Load Control work that is presently performed by qualified Customer Service Agents and Customer Service Representative classifications pursuant to Article II and Article IV of this agreement will be transferred overseas, outside of North America, and not be covered under the BA/IAMAW Collective Bargaining Agreement. This will amend Article II and Article IV of this Agreement.

Should the Company decide in the future to transfer this work back to North America it will be recognized as falling under Article II and Article IV of the BA/IAMAW Collective Bargaining Agreement, and be staffed by bargaining unit employees, and will once again form part of the functions and job description of Customer Service Agents and Customer Service Representatives classifications.

### Employee Provisions

The Company intends to transfer the work listed above. The work transfer will take place after ratification of the new Collective Bargaining Agreement. When the transfer of work occurs, the provisions of the Collective Bargaining Agreement will apply:

1. Staff displaced from the Load Control unit will be able to bid on any British Airways shift roster that their classification seniority would entitle them to bid on, until the next shift bid is held and all staff can bid on British Airways and third party rosters.
2. Voluntary Severance will be available subject to the negotiated conditions of the voluntary severance program for the Customer Service Agent and Customer Service Representative classifications.

## Telecommunications

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

### Transition Provisions

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