



U·S AIRWAYS

AGREEMENT

by and between

US AIRWAYS, INC.

and the

Maintenance Training Specialist

As represented by the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**



July 18, 2014

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1
2 **AGREEMENT**

3
4 **by and between**

5
6 **US Airways, INC.**

7
8 **and the**

9
10 **INTERNATIONAL ASSOCIATION OF**

11
12 **MACHINISTS AND AEROSPACE WORKERS**

13 **For**

14 **MAINTENANCE TRAINING SPECIALIST "SPECIALISTS"**
15

16
17
18 **PREAMBLE**
19

20 This Agreement is made and entered into this 18th day of July 2014 in
21 accordance with the provisions of Title II of the Railway Labor Act, as
22 amended, by and between US Airways Inc., hereinafter referred to as the
23 "Company", and the International Association of Machinists and Aerospace
24 Workers, hereinafter referred to as the "Union", Representing the
25 Maintenance Training Specialist, hereinafter referred to as "Specialists."
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ARTICLE 1
PURPOSE OF AGREEMENT

(A) The purpose of this Agreement is, in the mutual interest of the Company and the employees, to provide for 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 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 general condition that may arise under the application of this Agreement.

(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 masculine gender, it shall be recognized as referring to both male and female employees.

(D) There shall be no discrimination between employees covered by this Agreement because of race, creed, color, national origin, or gender.

(E) 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.

(F) The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, handicap disability, current or prior membership in a uniformed service, or status as a disabled veteran.

ARTICLE 2
SCOPE OF AGREEMENT

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4 (A) The Company recognizes the Union as sole and exclusive
5 bargaining agent for those employees described as Maintenance Training
6 Specialist of the Company working within the limits of the United States and
7 its possessions.
8

9 (B) The Technical Instruction of Mechanical and Related personnel
10 assigned to inspect, maintain, overhaul or service, company operated
11 aircraft, components and maintenance equipment where performed directly
12 by the Company, is recognized as coming within the jurisdiction of the
13 International Association of Machinists and will be performed by
14 Maintenance Training Specialists. For the purposes of this agreement,
15 technical instruction of Mechanical and Related Personnel is considered to
16 be work involved with the delivery of training covering the repair,
17 maintenance and operation of aircraft systems and components.
18

19 Notwithstanding the above it is recognized that:
20

21 1. Training involving Utility, MOC, Ground
22 Communications, Stores, Shops, Ground Equipment Specialists, Planners,
23 Technical Documentation Specialists, Quality Assurance Specialists and
24 Inspectors is not exclusive to employees covered by this agreement.
25

26 2. Training historically performed by employees covered by
27 this agreement including but not limited to, towing, brake riding, taxi and
28 run-up, fueling, on-call maintenance, APU, GPU, air-start and non-technical
29 maintenance training including but not limited to, receipt and dispatch, door
30 operation, safety, administrative, computer operation, aircraft servicing, de-
31 icing and developmental training is not exclusive to employees covered by
32 this agreement.
33

34 3. The Company may utilize vendors in the development
35 and/or delivery of technical Mechanical and Related training, provided such
36 utilization does not directly result in the reduction/layoff of employees
37 covered by this agreement.
38

39 4. Employees not covered by this agreement may assist
40 Maintenance Training Specialists in the development of training curricula,
41 when such work is being performed by the Company.
42

43 5. Maintenance Training Specialists may be assigned by the
44 Company to duties related to; training other company employees, third party

1 training, technical assistance to other departments and/or vendors, and any
2 other general administrative work.

3
4 6. It will not be considered a violation of this agreement for
5 Mechanical and Related employees to conduct OJT under provisions of the
6 Mechanical and Related Personnel Agreement.

7
8 7. The Company reserves the right to contract out any work
9 due to a lack of skills, equipment or facilities.

10
11 **(C)** In the performance of their duties, employees covered by this
12 Agreement shall be governed by Company rules, regulations and orders
13 issued by properly designated authorities of the Company, providing such
14 rules, regulations and orders are not in conflict with the terms and
15 conditions embodied in this Agreement. The Company will, after the
16 signing of this Agreement, cause to be compiled and issued to each present
17 and all new employees the presently applicable conduct rules and
18 regulations, and no such new rules or regulations will be considered
19 effective until copies have been furnished to the Local Committee and
20 conspicuously posted in the working areas at least fourteen (14) days prior
21 to the effective date. In cases where urgent changes are necessary, the
22 Company will notify the Committee and then such changes may be posted
23 and become effective immediately thereafter.

24
25 **(D)** Supervisory personnel will perform no work that is covered by this
26 agreement, except in an emergency and for the purposes of instructing the
27 Maintenance Training Specialists.

28
29 **(E)** The right to hire, promote, discharge or discipline for cause, and to
30 maintain discipline and efficiency of employees is the sole responsibility of
31 the Company. In addition, the equipment to be used and the location of
32 facilities and offices, training course standards, methods of instructions and
33 scheduling of training classes are the sole and exclusive function and
34 responsibility of the Company unless otherwise specified in this Agreement.

ARTICLE 3
STATUS OF AGREEMENT

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4 (A) It is expressly understood and agreed that when this Agreement is
5 accepted by the parties and signed by their authorized representatives, it will
6 supersede any and all agreements existing or previously executed between
7 the Company and any Union or individual affecting the crafts or classes of
8 employees covered by this Agreement.
9

10 (B) It is understood and agreed that this Agreement will be binding
11 upon any successors to the present Corporation insofar as it is legally
12 possible. In the event this is not legally possible, the Company and the
13 Union will meet prior to any change and negotiate all possible protection for
14 the employees.
15

16 (C) The Company agrees that, in the event of a merger with another air
17 carrier where all or substantially all of the assets and operations of the other
18 carrier are integrated with those of the Company, the Company shall provide
19 to the Company's employees covered by this agreement the seniority
20 integration procedures of sections 2a, 3 and 13 of the Allegheny-Mohawk
21 Labor Protection Provisions, provided, however that said procedures will
22 not be provided, if and to the extent they are in conflict with contractual or
23 legal obligations.
24

25 (D) It is understood and agreed that the Company will not lock out any
26 employees covered hereunder, and the Union will not authorize or take part
27 in any strikes, sit downs, slowdowns, or picketing of Company premises
28 during the life of this Agreement until the procedures for settling disputes as
29 provided herein and provided by the Railway Labor Act, as amended, have
30 been exhausted. The Company will not require the employees hereunder to
31 cross picket lines of the Company's employees legally established under
32 contractual provisions and the Railway Labor Act on or in front of the
33 premises. The individual or concerted refusal to pass such picket lines shall
34 not constitute grounds for discipline, discharge, lay-off, or be considered a
35 violation of this Agreement.
36

37 (E) The Agreement shall be binding upon the Company and any
38 Successor, defined as a purchaser, assignee or transferee of all or
39 substantially all of the assets or stock of the Company or US Airways
40 Group. Neither the Company nor US Airways Group shall enter into an
41 agreement with a Successor which creates a Successor Transaction unless
42 the Successor agrees, in writing, as a prior condition of the Successorship
43 Transaction, to cause the Company and US Airways Group to continue to be
44 bound by the Agreement, as it may be amended pursuant to the provisions of

1 applicable law, and to cause any operating airline which obtains the assets of
2 the Company to honor and be bound by the Agreement as it may be
3 amended pursuant to the provisions of applicable law.
4

5 If a Successor is an air carrier, and the Successor conducts an
6 operational merger between the Company and the Successor or another air
7 carrier, then the Successor will provide the Company employees with a
8 seniority integration governed by Sections 2, 3 and 13 of the Allegheny-
9 Mohawk Labor Protective Provision.
10
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1 **ARTICLE 4**
2 **CLASSIFICATION AND WORK REQUIREMENTS**
3

4 (A) **Maintenance Training Specialist**
5

6 The work of a Maintenance Training Specialist shall consist of
7 work generally recognized as Maintenance Technical Training Work as
8 outlined in Article 2 of this agreement and may include but is not limited to
9 the following:

10
11 1. Conducting, designing, developing and revising of
12 technical training courses, presentations, and material (both paper manuals
13 and electronic presentations, eg. Power Point). The development of oral,
14 written and practical examinations, as well as the administration of these test
15 and examinations.

16
17 2. Training other Specialists.

18
19 3. Maintaining and completing any forms used in the training
20 functions including but not limited to: rosters, attendance forms, student
21 evaluations and any proficiency records.

22
23 4. Providing technical assistance to other groups, as
24 required, in an advisory capacity regarding aircraft maintenance and
25 operational problems, new procedures and procedural changes.

26
27 5. Assisting vendors in the design and development of
28 technical training courses or equipment.

29
30 6. Any other maintenance training work assigned by the
31 Company.
32

ARTICLE 5
HOURS OF SERVICE

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4 (A) A standard workday shall be, unless otherwise specified herein,
5 either eight-and-one-half (8-1/2) consecutive hours, including a one-half
6 (1/2) hour unpaid meal period or ten-and-one-half (10-1/2) consecutive
7 hours, including a one-half (1/2) hour unpaid meal period.
8

9 (B) A work week will consist of either five (5) scheduled eight-and-one-
10 half (8 ½) hour work days, and two (2) consecutive scheduled days off, or
11 four (4) scheduled ten-and-one-half (10 ½) hour work days and three (3)
12 consecutive scheduled days off, except when:
13

- 14 1. as a result of employee shift swaps; or
- 15 2. working a five (5) day workweek an employee's scheduled days off
16 are Monday and Sunday; or
- 17 3. working a four (4) day workweek an employee's scheduled days
18 off are Monday, Saturday and Sunday or Monday, Tuesday and
19 Sunday.
- 20 4. When a workweek, as described in Paragraph C, contains an
21 observed Holiday, the work schedule for that week for all
22 employees will have five (5) eight and one half (8.5) hour work
23 days.
24

25 The standard workweek will be five (5) scheduled eight-and-one-half (8 ½)
26 work days. Employees will work the standard workweek except that each
27 quarter employees may select a four (4) day workweek as described above.
28 Such selection must be submitted to the Company no later than the date
29 prescribed by the Company and must designate the employee's days-off
30 preference, either Monday, Saturday and Sunday, or Friday, Saturday and
31 Sunday. The Company will provide the appropriate number of four (4) day
32 workweek schedules based on the number of employees selecting a four (4)
33 day workweek. The Company will determine the distribution of the days-off
34 and will be awarded in seniority order.
35

36 (C) For purposes of computing pay the workweek shall begin 00:01
37 hours Monday morning and last through and until 24:00 hours Sunday
38 evening and will include any tour of duty began during this period.
39

40 No overtime will be paid as a result of being scheduled different
41 start times on the Posted Schedule as long as there is at least a seven and
42 one half (7 ½) hour duty free period between scheduled shifts.
43

44 The Company will make every effort to allow an employee

1 required as part of his work assignment to travel during regular work hours.

2
3 **(D)** Employees will be allowed reasonable breaks as determined by the
4 Company.

5
6 **(E)** The Company will determine the monthly work schedules in the
7 Posted Work Schedule (including days off, starting times and known travel
8 and work assignments) and post no later than the 1st day of the month
9 preceding the work schedule. Once posted, employees who are schedule for
10 travel assignments will have their itinerary details approved by the Company
11 as described in Article 7.

12
13 Once posted, the Company may change an employee's schedule as
14 follows:

15
16 1. Days off and workdays with a minimum of five (5) days
17 notice.

18
19 2. Where the original start time is between 05:30 and 08:30
20 and where the new start time remains between those hours notification is
21 required no later than the end of their regular shift the day before the
22 change.

23
24 3. Start time adjustments not described in (2) above will
25 require notification of three (3) days prior to the change.

26
27 4. Overnight Travel Assignments (Field Service), where the
28 employee was not previously scheduled for overnight field service, will
29 require notification of seven (7) days prior to the change.

30
31 5. Field service may be cancelled at any time.

32
33 6. Work assignments, within their scheduled hours, on a
34 scheduled workday may be changed based on the needs of service.

35
36 7. In cases of sickness or the absence of an employee the
37 company may assign a Specialist to cover the absent employee's posted
38 assignments and the above notification requirements will not apply.

39
40 8. No employee will be required to work more than two (2)
41 different basic shifts in a work week. For the application of this provision,
42 the basic shifts will be defined as follows: 05:00 – 11:59 will be shift 1,
43 12:00 – 17:59 will be shift 2 and 18:00 to 04:59 will be shift 3.

44

1 Minimum notices for schedule changes described above may be
2 waived with mutual agreement of the employee and the Company.
3

4 **(F)** When not otherwise scheduled by the Company in the posted work
5 schedule, employees will have Saturday and Sunday off. When not
6 otherwise scheduled for a specific assignment on a workday as indicated in
7 the posted work schedule, employees will be on “Flex Time”. Employees
8 will elect a normal Flex Time shift starting time not earlier than 05:30 AM
9 or later than 08:30 AM on quarter hour increments (ie example 0530 AM
10 05:45 AM etc). Employees working a four (4) day workweek may elect a
11 Flex Time shift starting time not earlier than 05:30 AM or later than 07:00
12 AM. In the event the Company elects to establish permanent schedules with
13 starting times outside of the 05:30 AM – 08:30 AM window, including other
14 periods with flexible start times, classification seniority within the bid area
15 will be used in the assignments.

16
17 Employees may request adjustments to their Flex Time and/or
18 workweek quarterly. Where the Company is unable to honor all Flex Time
19 and/or workweek requests, classification seniority within the Bid Area will
20 be used. Approved Flex Time start times will remain in effect unless a
21 change is requested by the employee at the beginning of the quarter and
22 approved by the Company. Any changes required by the Company to posted
23 Flex Times, workweek or days off for a work assignment will be in
24 accordance with Paragraph (E) above.
25

26 **(G)** In each Bid Area the Company may assign one (1) Specialist per
27 week on a rotating basis to Field Service “Relief” to cover unscheduled
28 training requirements that require travel. Employees scheduled as Relief
29 may be assigned other work for which they are qualified when not assigned
30 to travel. When not otherwise scheduled by the Company in the posted work
31 schedule, employees scheduled for Relief will work a five (5) day workweek
32 and have Saturday and Sunday off. When Relief employees are not assigned
33 to travel such employees will work their normal Flex start time. Changes to
34 Relief employee schedules are not subject to the notification provisions in
35 paragraph (E) above.
36

37 **(H)** Employees will not be scheduled for more than thirty (30)
38 overnight stays away from their domicile in a calendar quarter. (Excluding
39 any overnight stays as a result of attending training) without agreement of
40 the Specialists.
41

42 **(I)** Employees will not be scheduled to conduct training for more than
43 three hundred sixty (360) hours in a calendar quarter.
44

1 (J) The Company will make every effort to schedule employees off on
2 New Years day, Thanksgiving Day, the day after Thanksgiving and
3 Christmas Day.
4

5 (K) With Management approval, qualified employees will be permitted
6 to swap shifts and/or days off with other qualified employees. No overtime
7 or paid rest will be due an employee as a result of shift swaps.
8

9 (L) Any employee called to work or permitted to come to work when
10 there is temporarily no work due to an Act of God or circumstances over
11 which the Company has no control, shall receive a minimum of four (4)
12 hours pay at regular hourly rates, unless notified by the Company that there
13 will be no work at the close of the last shift he worked, or sixteen (16) hours
14 before the start of his regular work shift, whichever period is shorter.
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ARTICLE 6
OVERTIME AND HOLIDAYS

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4 (A) The overtime rate is capped at time-and-one-half the base rate of
5 pay. The rate of time and one-half (1 1/2 x), computed on an actual minute
6 basis, shall be paid for all hours worked in excess of eight (8) hours when
7 scheduled to work a five (5) day workweek or in excess of ten (10) hours
8 when scheduled to work a four (4) day workweek excluding the thirty (30)
9 minute unpaid meal period in any regular work day. For regular days off
10 there will be a weekly forty (40) hour qualifier which must be satisfied prior
11 to being eligible for time-and-one-half rates on a day off. The forty (40)
12 hour qualifier to be used for eligibility will be the scheduled work days in
13 the employee's workweek. Hours paid but not worked and shift swaps
14 worked will not count toward the forty (40) hour qualifier except that
15 vacation/comp time will count toward the forty (40) hour qualifier. Once the
16 forty (40) hour qualifier has been satisfied, all hours worked excluding the
17 30 minute unpaid meal period on any of the employees regularly scheduled
18 days off each work week will be paid at time-and-one-half rate.
19

20 (B) Employees will observe the following holidays each year on the
21 dates established by Federal Law (where applicable) and all employees shall
22 be paid their straight time rate for eight (8) hours: New Year's Day, Martin
23 Luther King Day, Good Friday, Memorial Day, Independence Day, Labor
24 Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
25

26 If a holiday falls within an employee's vacation period, that
27 employee will be paid in accordance with the first (1st) sentence of
28 paragraph (B) or may elect to convert the holiday pay to eight (8) hours
29 compensatory time subject to the maximum allowable compensatory hours
30 provided for in paragraph (K). No holiday pay will be due to an employee
31 on an unpaid leave of absence or on furlough status.
32

33 In addition to the eight (8) hours pay for the holiday, employees
34 who are scheduled to work on a holiday shall be paid at the straight time
35 rate for the first eight (8) hours worked.
36

37 (C) An employee who is scheduled to work may, at his option and
38 upon notification to his supervisor, elect to work at the straight time rate on
39 these holidays and receive eight (8) hours compensatory time added to his
40 Compensatory Bank, provided such bank does not exceed one hundred forty
41 (140) hours. Compensatory time off may be taken under the provisions
42 contained in Article 11.
43

1 An employee who is scheduled to work on a Holiday and fails to
2 report due to illness or injury shall not use accrued sick leave. However such
3 absence will be considered an attendance occurrence.
4

5 **(D)** The Company shall make reasonable efforts to distribute overtime
6 to available qualified employees on a fair and equitable basis within the Bid
7 Area prior to offering the overtime to other qualified employees.
8

9 Where an employee has been awarded overtime, and the conditions
10 change, which would no longer necessitate the overtime, such overtime may
11 be cancelled provided the employee is given notice prior to reporting for the
12 overtime. If notice was not received by the employee prior to reporting, the
13 employee will be permitted to work a minimum of four (4) hours at the
14 appropriate rate if he so desires.
15

16 **(E)** If an employee has worked sixteen (16) consecutive hours or more,
17 the Company reserves the right to disqualify him from working any
18 additional overtime for a period of seven (7) hours. At the end of the seven
19 (7) hour rest period he will again be governed by the overtime rules.
20

21 **(F)** Mandatory overtime may occasionally become necessary and will
22 only be used when the Company determines it is essential to meet the needs
23 of service and after all voluntary options have been exhausted. No employee
24 will be required to work mandatory overtime in excess of eight (8) hours in
25 a twenty four (24) period nor will any employee who has worked sixteen
26 (16) or more continuous hours in a twenty four (24) hour period be required
27 to work mandatory overtime.
28

29 **(G)** Overtime periods of more than four (4) hours will include a thirty
30 (30) minute meal period without loss of pay.
31

32 **(H)** Employees shall be given as much advance notice as is practical
33 when overtime is contemplated. When an employee completes his shift and
34 is recalled to work, not in conjunction with his regularly scheduled shift or
35 is called to work on his scheduled day off, he will be offered no less than
36 four (4) hours work at the overtime rate applicable for each call.
37

38 **(I)** Employees who have been required to work sixteen (16) or more
39 consecutive hours as a result of mandatory overtime will be given a rest of at
40 least seven (7) hours before being required to report to work again. In the
41 event this rest period extends into a regular work shift, the employee will be
42 paid for such time lost at regular straight time rates. The Company may
43 disqualify an employee from working any overtime that may result in a paid
44 rest.

1
2 (J) No overtime shall be worked except by direction of the proper
3 supervisory personnel of the Company, except in cases where prior authority
4 cannot be obtained.
5

6 (K) Employee's, at their option may elect to have any overtime worked
7 converted to compensatory time. Overtime hours will be converted at the
8 applicable rate of pay up to a maximum of one hundred forty (140) hours
9 and subject to a minimum one (1) hour overtime work period. Once an
10 employee reaches one hundred forty (140) hours they shall be paid at the
11 applicable rate for all hours worked.
12

13 (L) For Overtime and Holiday pay purposes, the twenty four (24) hour
14 period shall begin with the starting time of the employee's regular shift.
15

16 (M) Employees may use accrued Compensatory time in no less than
17 four (4) hour increments when working an eight-and-one-half hour work day
18 or no less than five (5) hour increments when working a ten-and-one-half
19 hour work day subject to the terms of Article 11 paragraph (E).
20

21 Employees may request in writing (may be electronic) compensatory time in
22 increments of one (1) hour up to a maximum of three (3) hours subject to
23 management approval.
24

25 (N) Employees bypassed for overtime due to a Company error, will be
26 permitted to work a like period at the rate of pay they would have made if
27 they had worked the original overtime period. This overtime will be worked
28 upon mutual agreement between the employee and the Company within
29 thirty (30) days of the bypass.
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ARTICLE 7
TRAVEL AND TRAVEL PAY

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4 (A) Employees required to attend training outside their location on a
5 scheduled workday will receive a minimum of eight (8) hours pay inclusive
6 of travel time. Employees required to attend training outside their location
7 on a scheduled day off will be compensated at the applicable rate for actual
8 classroom hours.

9
10 (B) Employees required to attend or conduct training outside their
11 location on a scheduled work day are compensated for travel by the most
12 direct route at straight time rates. Travel time includes all required flight
13 time, all required connecting and required waiting time from the conclusion
14 of training, excluding overnights. All travel time on a scheduled day off will
15 be paid at the employee's time-and-one-half (1 1/2) rate. Additionally, travel
16 time will begin one (1) hour prior to the scheduled departure time of the
17 flight that originated the trip for domestic locations and two (2) hours prior
18 to the scheduled departure time of the flight that originated the trip for
19 International locations. Employees, at their option, may elect to have any
20 travel time converted to compensatory time.

21
22 (C) An employee will have his itinerary and work schedule, including
23 all training, known expenses and overtime approved by his supervisor
24 before the commencement of the travel.

25
26 (D) Reasonable and customary expenses associated with travel,
27 excluding mileage to and from the airport at your home base, will be
28 reimbursed per Company policy. Including but not limited to:

29
30 1. Employees required to remain overnight in conjunction
31 with assignment, will be permitted individual hotel accommodations.

32
33 2. When required to remain overnight to attend or conduct
34 training in locations where transportation between the hotel and the training
35 event is not available, the Company will authorize a rental car, taxi or other
36 means of transportation. When rental cars are authorized employees may be
37 required to share the rental car with fellow employees.

38
39 3. When required to remain overnight to conduct training
40 and no meal is available at the hotel and the hotel does not provide shuttle
41 service, rental car or taxi may be authorized provided the rental car/taxi is
42 approved by management prior to the employee's departure from their home
43 station.

1 4. The Company will issue Positive Space authority for all
2 on-line required business travel.

3
4 **(E)** Employees will not be required to fly on a single engine aircraft in
5 the performance of their duties.

6
7 **(F)** Airport parking passes may be made available to the Maintenance
8 Training Specialists required to travel. In cases where parking passes are not
9 available, employees will be reimbursed for applicable long term parking
10 expenses incurred.

11
12 **(G)** No employee will be required to travel and/or conduct training
13 classes outside the US Airways system and/or outside of locations where the
14 Company has aircraft maintenance performed unless the Company and the
15 employee reach a mutual agreement on all issues related to the assignment,
16 excluding base rate of pay.

17
18 **(H)** Prior to the commencement of travel, employees may request a
19 cash advance of up to fifty dollars (\$50.00) for domestic travel or seventy-
20 five dollars (\$75.00) for International travel per day for a field service or
21 training assignment that involves an overnight stay.

22
23 **(I)** If for any reason the employee on a training assignment away from
24 his base is released by an authorized agent of the Company for a period of
25 eight (8) consecutive hours or more, he shall not be paid for the time
26 released, but in no event shall the employee receive less than eight (8) or ten
27 (10) hours pay based on the employee's schedule for the day, during any
28 twenty-four (24) hour period while away from his base station.

29
30 **(J)** The Company will reimburse Training Specialists for the cost of
31 passports, passport renewal, passport photos, visas and inoculations where
32 Training Specialists are required to have these as part of their job
33 assignment.

ARTICLE 8
SENIORITY

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4 (A) Maintenance Training Specialist classification seniority shall
5 commence with the date the employee enters into the classification.
6 Classification seniority shall govern in the case of displacement, filling
7 bargaining unit vacancies, bidding shifts and days off within the bid area,
8 reductions in force and recalling after a layoff. If two or more employees
9 have the same classification seniority, the employee with the earlier
10 company date of hire seniority shall be senior. If two or more employees
11 have the same classification seniority and company date of hire seniority,
12 the employee with the highest last four (4) digits of his social security
13 account number shall be senior.

14
15 (B) Seniority for pay purposes, Pay Date Seniority, shall commence
16 with the date of entry into the Specialists Classification. Seniority for pay
17 purposes shall be adjusted for:

- 18
19 1. All time lost due to an unpaid leave.
- 20
21 2. All furloughs extending beyond ninety (90) days.
- 22
23 3. All unpaid suspensions extending beyond thirty (30) days.

24
25 (C) Company Date of Hire Seniority shall govern for vacation accrual,
26 on-line non-revenue space available travel, and service awards.

27
28 (D) An employee shall lose all seniority and be removed from the
29 seniority list when:

- 30
31 1. He quits, resigns or retires.
- 32
33 2. He is discharged for just cause.
- 34
35 3. He does not inform the Company, within fifteen (15) days
36 after receipt of the notice of recall, of his intent to return to work, or the
37 employee fails to report to work within fifteen (15) days of receipt of the
38 notice of recall.
- 39
40 4. He fails to return from a leave of absence within the
41 scheduled period.
- 42
43 5. His recall rights expire.
- 44

1 6. Otherwise provided for in this Agreement.
2

3 **(E)** All recall notices sent to furloughed employees will be delivered
4 via certified mail, return receipt requested to the employee at the last
5 address filed by the employee with the company. Employees who are laid
6 off shall continue to accrue classification seniority and maintain recall for
7 five (5) years from date of lay-off. Employees who refuse recall to the
8 location from which they were laid off from, will have their names removed
9 from the seniority roster and shall be deemed to have resigned.
10

11 **(F)** The Company shall post a seniority list by the last day of January
12 of each year and employees or the Union may protest any omission or error
13 affecting any employee's seniority within thirty (30) days of the current
14 posting. Any employee on leave at the time of posting will have a period of
15 fifteen (15) days from his date of return to service to file a protest.
16

17 **(G)** In the event of the geographical relocation in whole or in part of any
18 of the work performed by employees covered by this Agreement, the
19 employees affected will be given an opportunity to transfer to the new
20 location. Affected employees transferring to the new location will be provided
21 settling expenses and the movement of household effects provided for under
22 corporate policy, section B-7, non management relocation and housing
23 assistance dated February 27, 1998. Employees so transferred shall suffer no
24 loss of seniority or pay, nor any reduction in classification or hourly rate.
25

26 **(H)** When it becomes necessary to reduce the working force at any
27 location, seniority as per paragraph (A) above will govern. Fourteen (14)
28 calendar days notice will be given employees affected before any normal
29 reduction is made and a list of those to be laid off will be furnished to the
30 Local Chairman and General Chairman prior to notifying the employees
31 affected. Notwithstanding the above, where there is temporarily no work
32 because of work stoppage or strikes by employees of the Company, and it
33 becomes necessary to reduce the working force at any location, the Company
34 retains the right to lay off employees with twenty-four (24) hours notice or
35 eight (8) hours pay.
36

37 **(I)** Employees laid off in a reduction in force or displaced by senior
38 employees may fill any available vacancy on the system or exercise their
39 seniority as follows:
40

- 41 • Displace the junior employee at the location, if unable,
- 42
- 43 • Displace the junior employee at any location within their classification
- 44 or accept furlough.

1 Such rights must be exercised within five (5) working days after
2 receipt of reduction or displacement notice and employees will be subject to
3 a 12 month stability period. Employees in a stability period will be eligible
4 to compete for any vacancies that become available at the station they were
5 bumped from.

6
7 **(J)** New employees shall be regarded as probationary employees for one
8 hundred twenty (120) work days of employment, and there shall be no
9 responsibility on the part of the company for the re-employment of
10 probationary employees if they are discharged or laid off during this period. If
11 retained in service after the probation period, the names of such employees
12 shall be placed on the seniority list under the provisions contained in the
13 agreement. During probation, the company will set the employees work
14 schedule. Probationary employees are not eligible for vacation, or sick leave
15 accrual until completion of the probationary period, at which time vacation
16 and sick leave accrual will be retroactive.

17
18 **(K)** An active Maintenance Training Specialist who accepts a first
19 level Management position or below within the Maintenance Department
20 shall retain all accrued seniority under this agreement and will continue to
21 accrue seniority for pay purposes only as a Maintenance Training Specialist.

22
23 An active Maintenance Training Specialist who transfers to a position
24 outside of the bargaining unit, within or outside of the Maintenance
25 Department may, for a one-hundred-eighty (180) day period, exercise all
26 seniority accrued in the case of a reduction in force, demotion, discharge for
27 incompetency, or should such employee voluntarily decide to return to a
28 covered position, to a vacancy in his previous location and if no vacancy,
29 displace the junior employee in that location.

30
31 Any active employee accepting a position outside of the bargaining unit,
32 outside of the Maintenance Department shall retain all accrued seniority for
33 one-hundred-eighty (180) days after leaving the bargaining unit and shall
34 thereafter forfeit it.

35
36 After the expiration of the above prescribed period, the employee who
37 transferred outside of the bargaining unit, within the Maintenance
38 Department, who returns to a position under this Agreement in the case of a
39 reduction in force, demotion or discharge for incompetency, may only
40 exercise his seniority to a vacancy or displace the most junior employee on
41 the system.

1 (L) Employees may upgrade temporarily to a first level management
2 position within the Maintenance Training Department, for a maximum of sixty
3 (60) workdays in any calendar year without any loss of seniority.
4

5 (M) Employees, injured in the service of the Company and are unable to
6 perform their normal work assignments, will be permitted to work in a limited
7 duty status for up to a maximum two hundred sixty (260) workdays during
8 their career. An occupational injured employee is required to accept a limited
9 duty position provided he is qualified and the duties of the position do not
10 exceed the restrictions provided by the employee's physician. The Company
11 may assign a limited duty employee any work for which he is qualified.
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ARTICLE 9
FILLING VACANCIES

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4 (A) Maintenance Training Specialists positions which the company
5 decides to fill will be awarded in the following order:
6

7 1. The senior Maintenance Training Specialist within the
8 location, including those with recall to that location, who meets the
9 minimum qualifications and who is not in a stability period.
10

11 2. The senior Maintenance Training Specialist from outside
12 the location, who meets the minimum qualifications, and who is not in a
13 stability period.
14

15 3. The senior Maintenance Training Specialists who meets
16 minimum qualifications and who has completed at least fifteen (15) months
17 of his stability period. The stability period may be waived for a vacancy in
18 a new bid area.
19

20 4. A new employee.
21

22 (B) The minimum qualifications which may be used in the filling of
23 vacancies within Bid Areas are as follows:
24

25 1. Line Maintenance Bid Areas: valid A and P License, three
26 years (3) experience performing aircraft maintenance on commercial aircraft
27 or the military equivalent. Line Maintenance will consist of two bid areas
28 (Airbus and Boeing). There will be no requirement for a Boeing bid area
29 when the Company's aircraft fleet no longer contains Boeing series aircraft.
30

31 2. Avionics Maintenance Bid Area: valid A and P License,
32 three (3) years experience performing avionics maintenance on commercial
33 aircraft or the military equivalent.
34

35 3. Base Maintenance Bid Area: valid A and P License,
36 structural repairs or aircraft maintenance on commercial aircraft or the
37 military equivalent.
38

39 4. General Bid Area: valid A and P License, three years (3)
40 experience performing aircraft maintenance on commercial aircraft or the
41 military equivalent.
42

43 (C) Employees will be in a stability period of thirty (30) months of
44 active employment from the date awarded a bid to another location and/or

1 bid area. Employees in stability periods may only bid according to Section
2 A, item 3, of this Article.
3

4 **(D)** Employees who transfer to a new bid area on a local or system bid
5 will have a probationary period of sixty (60) active workdays. Employee
6 failing to demonstrate the adequate skills during probation will be returned
7 to their former bid area and location provided they are senior to the junior
8 employee in that bid area. If the employee does not have sufficient seniority
9 to return to his former location and bid area, he will be placed in an unfilled
10 vacancy at his former location. If there are no unfilled vacancies he will be
11 reassigned by the company to a position for which he is qualified in his
12 former location. Employees failing to pass probation will not be permitted to
13 bid another position for a period of six (6) months from the date of their
14 return.
15

16 **(E)** Each Location will maintain a local Bid preference file. Employees
17 desiring a change to a different bid area within the location must have a bid
18 on file prior to the time of the award. Vacancies, which the company decides
19 to fill, will first be filled by utilizing the local bid preference file. Vacancies
20 not filled by the local bid preference process and new Bid Area vacancies
21 will be filled as described in paragraph (F) below. Employees will be
22 required to accept a bid that is awarded.
23

24 **(F)** System Vacancies will be posted to all employees via E-Mail on
25 Mondays and will remain posted for ten (10) days before it is closed after
26 which, the Company will award the vacancy as described in paragraph A
27 and B above. Employees may submit a bid for this vacancy to the Manager
28 of Maintenance Training or his designee any time prior to the closing date,
29 with a copy to the Local Union Committee. Employees who refuse a system
30 bid award will not be eligible for any system bids for a period of six (6)
31 months.
32

33 **(G)** Employees awarded a system bid, may be scheduled to report for
34 work at the new location no earlier than five (5) days, but no later than
35 fourteen (14) calendar days after notification of the award as determined by
36 the Company. Reasonable time off, up to three (3) work days for relocation
37 purposes may be requested by the employee and will be granted where
38 appropriate as unpaid, however the employee may use accrued COMP or
39 DAT days in lieu of being unpaid. Employees relocating under these
40 provisions are responsible for all of their relocation expenses.
41

42 **(H)** Training that is common to multiple types of aircraft may be assigned
43 to any bid area. (i.e. winterization, taxi and run up, etc.)
44

1 **(I)** The Company agrees to have the minimum Bid Areas as described
2 in paragraph B above within the Maintenance Training System. The
3 company has the right to establish and/or delete additional bid areas based
4 on needs of service provided the company maintains the bid areas described
5 in paragraph (B) above within the system. It is understood that each location
6 is not required to have and/or maintain each of these Bid Areas.
7

8 **(J)** When the Company determines, based on the needs of service, that
9 a reduction of employees in a Bid Area at the location is needed and there is
10 an equal number of positions required in another Bid Area at that location,
11 the Company may reallocate the manpower utilizing a local realignment. In
12 the event of a local realignment volunteers in the bid area with the coverage
13 will be moved in seniority order to the open positions. In the event there are
14 insufficient volunteers, junior employees in the bid area with the coverage
15 will be moved.
16

17 **(K)** Locations with five (5) or fewer Maintenance Training Specialists
18 may be considered a single Bid Area and be assigned any maintenance training
19 duties.
20

21 At Locations with more than five (5) Maintenance Training
22 Specialist, the company will make every effort to assign specialist work that
23 falls within their bid area. However, the company reserves the right to assign
24 specialist other work for which they are qualified based on the needs of
25 service.
26

27 **(L)** If a Mechanic and Related employee is hired as a Maintenance
28 Training Specialist, such employee will be placed on the pay step of the
29 Maintenance Training Specialist pay scale closest to, but not lower than
30 their existing base rate of pay. This provision only applies to Pay and not
31 classification seniority as a Maintenance Training Specialist.

32 **(M)** The Company may hire a new Employee(s) at a pay scale step
33 above the beginning step provided there is not a more senior Employee who
34 is paid less than such new Employee(s). The Company retains the right to
35 pay the wage rates stated in the pay scale to Employees hired subsequent to
36 any Employee(s) hired and paid at a rate above the beginning step.
37
38

ARTICLE 10
LEAVES OF ABSENCE

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4 (A) When the requirements of the service will permit, any employee
5 may be granted a leave of absence for a period not to exceed ninety (90)
6 days and with Company approval may be extended for additional periods
7 not to exceed ninety (90) days. The employee shall retain and continue to
8 accrue seniority during any leave of absence. Request for a leave of absence
9 shall be submitted to the Company in writing and return approval shall be in
10 writing.

11
12 (B) Employees accepting full time employment with the Union shall,
13 during such employment, be granted an indefinite leave of absence by the
14 Company. Such leave will not affect the seniority status of the employee.
15 The employee selected as System General Chairman shall have all employee
16 benefits, continue in effect during his leave of absence.

17
18 (C) Any employee who has exhausted all sick leave, and continues to
19 be absent due to sickness or non-occupational injury, must apply for a
20 medical leave of absence on the standard leave of absence form, and must
21 present proper medical documentation detailing reason(s), physical
22 limitations, time limits, etc.

23
24 An employee granted an indefinite medical leave which does not
25 detail time limits shall at the end of the first ninety (90) day period and
26 thereafter reconfirm his sickness or physical disability provided he is able.

27
28 (D) An employee applying for an educational leave of absence must
29 specify the entire period of time he plans to remain on such leave in order to
30 obtain the desired education and, if the leave is granted, any return prior to
31 the specified time requested shall be to a vacancy filled per Article (9). An
32 employee granted an educational leave of absence shall continue to accrue
33 seniority during the first ninety (90) days of such leave. For educational
34 leaves in excess of ninety (90) days, the employee shall retain but shall not
35 accrue seniority. An employee granted an educational leave of absence shall
36 advise the Company and the Union ten (10) days in advance of his intention
37 to return.

38
39 (E) An employee returning from an authorized leave of absence, or
40 extension thereof, will be returned to the bid-area and shift held when the
41 leave was granted. If the job no longer exists, or has been filled by another
42 employee, he shall:
43

1 1. Displace any junior employee in the location in a position
2 for which he is qualified.

3
4 2. If not qualified for any positions at that location, he may
5 displace the junior employee in the location.

6
7 3. If the returning employee's seniority does not allow him
8 to hold his location, he may displace any junior employee in the system.

9
10
11 **(F)** Any employee who engages in gainful employment, while on a
12 leave of absence, without written permission from the Company, shall be
13 deemed to have resigned and his name stricken from the seniority roster.

14
15 **(G)** Employees will receive a maximum of eighty (80) paid hours off
16 within a fourteen (14) calendar day period in a calendar year for reservist
17 summer camp training that will not count against the employee's vacation. The
18 Company will pay the employee the difference between his regular pay,
19 excluding shift premium, and the amount received from the military.
20 Employees will be required to provide the Company with a copy of their
21 reserve training orders and will be required to submit to the Company proof of
22 the amount of pay received from the military within seven (7) days after the
23 employee returns. This amount (excluding expenses) will be deducted from the
24 employee's next paycheck. The Company will comply with applicable
25 Federal laws governing the reemployment rights of veterans returning from
26 military leave.

27
28 **(H)** Any employee elected or appointed to a full-time governmental
29 office (i.e., Federal, State, Local) will be granted a political leave of absence
30 not to exceed the term of office, or subsequent reelection or reappointment.
31 The application for a political leave must be made in writing to the
32 Company, with a copy to the Union. An employee granted a political leave
33 will retain and accrue classification seniority for the period of the leave,
34 however, no other Company benefits or privileges will be granted or
35 accrued, nor will time on political leave constitute continuous service for
36 pension plan benefits. Employees granted a political leave must give thirty
37 (30) days notice of intent to return.

38
39 **(I)** An employee may request a one time payment for all or part of his
40 accrued vacation / comp time while on an unpaid leave of absence. However
41 such payment will not effect the employee's leave status.

42
43 **(J)** Bereavement leave will consist of three (3) workdays off with pay
44 for death in an employee's immediate family will be extended to the

1 employees covered by this Agreement. Immediate family includes mother or
2 stepmother (one only), father or stepfather (one only), spouse, employee's
3 grandmother, employee's grandfather, employee's grandchild, sister,
4 brother, daughter, son, mother-in-law, father-in-law, and legal dependents
5 residing in the employee's household.
6

7 **(K)** An employee who is required to serve jury duty shall notify his
8 Supervisor immediately by giving the Supervisor a copy of the court notice,
9 which will be sent to the Payroll Department. The employee will continue
10 to receive his regular straight time pay with premiums while serving on jury
11 duty, if he follows the procedures set forth below:
12

13 1. He submits proof to his Supervisor of the amount of jury
14 duty pay he received within seven (7) days after his return from jury duty.
15 This amount, excluding expenses, is then deducted from his next scheduled
16 paycheck.
17

18 2. He will receive the difference between his regular straight
19 time pay with premiums and the amount he receives from jury duty.
20

21 3. If the employee is released from jury duty within two (2)
22 hours of reporting for such duty and his scheduled workday has not ended,
23 he is required to report to work.
24
25

ARTICLE 11
VACATION WITH PAY

(A) Employees hereunder shall become entitled to and receive vacations in accordance with the following:

1. During the employee's first calendar year of service, he earns eight (8) hours vacation for each full calendar month of employment up to a maximum of eighty (80) hours vacation (no hours are earned in June or October).

In the first month of hire, vacation credit will be given if hired on or before the fifteenth (15th) of that month. Probationary employees are not eligible for vacation period credit or accrual until completion of their probationary period, at which time accrual will be retroactive.

2. Vacation allowances are as follows:

<u>Completed Years of Service</u>	<u>Vacation Allowance in Work Hours</u>
1	80
5	120
12	160
25	200

(B) Employees will be required to bid and take a minimum of two (2) weeks vacation annually. Any unused vacation hours will be paid to the employee during the first quarter of the following year (except as provided for in paragraph (J) below). These hours will be paid at the rate of pay on December 31st of the calendar year, in which they were earned.

(C) Vacations will be taken in the year earned. Employee's vacation accruals in the current year may be taken in advance of time earned. Vacation accruals will be earned from employees' date of hire. Employees, who have a negative vacation balance at the end of the year (except as provided for in paragraph (I) below) or upon their separation from the company for any reason, will be required to repay the days through payroll deduction.

(D) Vacation pay is computed at the employee's regular rate of pay, excluding shift premiums.

(E) Employees who have satisfied the provisions of paragraph (B) above may use any additional vacation time as day at a time vacation

1 (DAT). Employees will be permitted to use DAT / Comp time provided they
2 submit a request to the company in writing on the appropriate form no more
3 than thirty (30) days prior to the day off requested. The company will award
4 DAT/COMP requests subject to the training requirements no earlier than ten
5 (10) days prior to the day off. DAT/Comp awards will be made to the senior
6 employee with a request on file at the time of award. Once awarded
7 Vacation/DAT/Comp time will not be rescinded without mutual agreement
8 of the company and the employee. The company may consider granting any
9 requests with less than ten (10) days notice based on training requirements.
10

11 **(F)** Vacation request for the following year must be requested in
12 writing and submitted no later than October 15. Vacation weeks will be bid
13 based on five (5) eight-and-one-half (8.5) hour days. Vacation requests will
14 be awarded by classification seniority in full week increments on a single
15 round basis. The weeks requested are to be contiguous with the employees
16 scheduled days off unless the employee and the company agree otherwise.
17 The company will grant Vacation requests for thirty three and a third
18 percent (33.3%) of the employees in each bid area at each station with a
19 minimum of one (1) using standard rounding for each week. Vacation
20 requests, which exceed the thirty three and a third percent (33.3%)
21 minimum, will be approved as outlined in the paragraph below.
22

23 The company may award Vacation requests above the minimum, or
24 requests submitted after October 15 providing the training requirements can
25 be met, as determined by Local Management.
26

27 **(G)** Any unused accrued vacation or compensatory time will be paid at
28 the employee's then current rate of pay, upon separation from the Company
29 for any reason. In case of the death of an employee, the amount due shall be
30 paid to his legal heir or representative.
31

32 **(H)** Employees must be in active pay status for ten (10) or more work
33 days in a month in order to accrue vacation for the month. Employees who
34 are receiving severance/furlough allowance will not be considered in an
35 active pay status.
36

37 **(I)** Employees with a negative vacation balance who used vacation and
38 subsequently failed to accrue sufficient vacation as a result of being in an
39 unpaid Medical or Occupational Injury Leave status, may have their next
40 years vacation allotment reduced accordingly or repay the company for the
41 negative vacation through payroll deduction. Employees who have bid more
42 vacation than they will accrue will be required to cancel bid vacation time
43 accordingly.
44

1 **(J)** Bid Vacation periods may not be cancelled unless another vacation
2 period can be simultaneously awarded.

3
4 **(K)** With management's approval, subject to the needs of service,
5 trading or canceling of vacation periods is permitted.

6
7

ARTICLE 12
SICK LEAVE

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4 (A) Employees who have satisfactorily completed their probationary
5 period shall be credited with sick leave accrual for each full month of active
6 service retroactive to their date of entry into the department. Employees
7 currently on the seniority roster as of the effective date of this agreement
8 shall have their current accrual carried forward. Total accumulative sick
9 leave credit shall not exceed twelve hundred (1200) hours. Employees who
10 have a sick leave balance on the effective date of this agreement greater than
11 twelve hundred (1200) hours, will retain that balance but will not accrue any
12 more until the employee drops below the twelve hundred (1200) hour point.
13

14 Sick leave will be accrued at the rate of 6.4 hours for each month
15 of active service except no sick leave credit is accrued during the months of
16 June and October with a maximum yearly accrual of 8 sick days. Sick leave
17 pay will be at the employee's regular rate of pay, excluding shift premiums
18 and can only be used for personal illness or injury off the job or as provided
19 for in paragraph (B) below.
20

21 (B) Employees on sick leave shall receive their sick leave
22 compensation for the time accrued to their personal sick leave credit on the
23 regular established pay days. Employees shall be paid beginning with and
24 including the first (1st) day of any illness based on their work schedule for
25 each day, provided they have sick leave remaining in their bank. Employees
26 must be in active pay status for eighty (80) regular scheduled hours (does
27 not include overtime or shift swap hours) or more in a month in order to
28 accrue sick leave for the month.
29

30 (C) Non active employees must have been in an active pay status for
31 eighty (80) regular scheduled hours (does not include overtime or shift swap
32 hours) or more in a month in order to be paid for holidays that fall during
33 the month.
34

35 (D) It is the responsibility of the employee absent from work because
36 of illness or injury to immediately report such absence and reasons therefore
37 to his immediate Supervisor or designee as far in advance as possible.
38 Failure to give such notification at least one (1) hour prior to the start of his
39 shift will make the employee ineligible for sick pay and may subject the
40 employee to departmental attendance control provisions.
41

42 (E) The Employees and the union recognize their obligations of being
43 truthful and honest in preventing unnecessary absences or other abuses of
44 sick leave privileges. Employees may be required to present confirmation of

1 illness and the company reserves the right to require, when in doubt of a
2 bona fide claim a physician's certificate to confirm such sick claim. Abuse
3 of sick or OJI leave will subject the employee to disciplinary action up to
4 and including termination.

5
6 **(F)** Engaging in gainful employment while on sick or OJI leave without
7 written consent from the company will be considered to be abuse of sick or
8 OJI leave.

9
10 **(G)** Sick balances will be maintained while the employee is on furlough
11 and/or an authorized leave of absence.

12
13 **(H)** Employees will be required to exhaust all accrued sick leave for
14 personal injury or illness prior to being placed on an unpaid leave status.

15
16 **(I)** Employees are required to exhaust all paid leave, including
17 vacation prior to being placed on unpaid leave for approved non OJI
18 approved FMLA and/or any unpaid Medical Leave. Employees may not use
19 sick leave to supplement OJI but may use vacation for FMLA OJI and may
20 use vacation for non FMLA OJI.

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ARTICLE 13
TRANSPORTATION

(A) Employees and their immediate family will be granted the same transportation privileges on the Company's system as may be established by Company policy for all personnel.

(B) The Company will provide Space Positive Travel to Company employees and retirees on permanent full-time Union business representing the Maintenance Training Specialist group as follows:

The Company will authorize reasonable space positive travel (on a self-book basis) for one (1) union official, providing that:

- Such official is an employee or retiree of the Company,
- Are on full time union leave, and
- Where the majority of their Union duties are related to the Company.

Such space positive travel is only authorized where the purpose of the travel is all or substantially all related to the Company. Space positive travel is not authorized for commuting, or any union business including but not limited to training and union conventions. Officials authorized space positive travel will be required to complete a monthly summary (no later than 10 days from the close of the previous business month) detailing all space positive travel in the applicable month.

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ARTICLE 14
GRIEVANCE PROCEDURE

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(A) The Union will be represented by properly designated committeemen in each location. Committeemen shall be allowed whatever time is required for authorized Union business during working hours, consistent with the needs of the service and shall be compensated for such time at their straight time rate. "authorized Union business" is that relating to the investigation of grievances, disputes, disciplinary action hearings, and grievance meetings with officials of the Company. In the conduct of such authorized Union business, the committeemen shall notify their supervisor of their desire to leave their work place, the reason therefor, and shall notify their supervisor of their return. When it is necessary for committeemen to enter a department other than their own, they shall report immediately to the supervisor of that department stating the nature of their business.

It is understood that officials of either party having responsibility under this procedure may delegate those responsibilities to another authorized representative. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

The General Chairman, Assistant General Chairman, or other accredited representatives of the Union shall be permitted at anytime to enter shops or facilities of the Company for the purpose of investigating grievances and disputes after contacting the Company representatives in charge and advising the purpose of their visit.

(B) For the presentation and adjustment of disputes or grievances that may arise, the procedure will be as follows:

Oral Step - Any employee or group of employees who believe he has been unjustly dealt with or that any provisions of this Agreement have not been properly applied or interpreted, may orally present his grievance to their immediate Supervisor/Manager with the steward or committeeman present within five (5) days of the occurrence that leads to the grievance. The Supervisor/Manager shall give an oral decision to the Steward/Committeeman within forty eight (48) hours after the discussion. Oral step decisions are non-precedential.

Step Two - If the employee is not satisfied with the verbal decision of the employee's immediate Supervisor/Manager, then the matter, through the local committee, must be reduced to writing on a standard grievance form and given to his department Director/Manager within five

1 (5) days of the verbal decision. The department Director/Manager will
2 render a decision in writing to the employee within ten (10) days of receipt
3 of the grievance, and a copy of the decision will be provided to the
4 accredited representative of the Union. Step Two (2) decisions are non-
5 precedential.
6

7 **Step Three** - If no satisfactory adjustment is reached in Step Two
8 (2), or the special hearing per paragraph (D) of this article, the decision may
9 be appealed with or through the Assistant General Chairman or his designee
10 within fourteen (14) days of the receipt of the decision to the Vice
11 President- Labor Relations, or his designee. The Vice President- Labor
12 Relations, or his designee, shall schedule meetings consistent with the
13 availability of the Assistant General Chairman on a frequency that will
14 assure timely resolution or disposition of the grievances. The Vice
15 President- Labor Relations or his designee shall render a decision in writing
16 in the space provided for it on the standard official grievance form as soon
17 as possible but not later than thirty (30) days following the date of the step
18 three (3) meeting.
19

20 **Step Four - System Board of Arbitration** - If no satisfactory
21 adjustment is reached in the previous Step, the decision may be appealed to
22 the system board of arbitration by presenting it through the Assistant
23 General Chairman. The written appeal must be submitted by the Assistant
24 General Chairman to the Vice President- Labor Relations or his designee
25 within thirty (30) days of the receipt of the Step Three (3) decision.
26

27 (C) No employee who has been in the service of the Company for more
28 than one hundred twenty (120) work days will be disciplined, suspended or
29 discharged without being advised in writing of the charge(s) preferred
30 against him leading to such action. Such notice shall be presented to the
31 employee not later than fourteen (14) days from the time the Maintenance
32 Training Department learns or reasonably should have learned of the facts
33 on which such charges are based, with a copy to the Local Committee and
34 Assistant General Chairman.
35

36 (D) In cases of suspension or discharge, employees will be granted a
37 special hearing as described below, provided a request is made in writing to
38 the Director/Manager within ten (10) days from the suspension or discharge.
39

40 The hearing will be scheduled within ten (10) days of the
41 Director's/Manager's receipt of the grievance. The Director / Manager will
42 render a decision in writing to the employee within ten (10) days of the
43 hearing, and a copy of the decision will be provided to the accredited

1 representative of the Union, and thereafter steps three (3) and above will
2 apply.

3
4 **(E)** The hearing officer of any suspension or discharge case shall have
5 the authority to grant relief including back pay, seniority and record
6 correction appropriate to cases where it is decided to reduce or eliminate
7 disciplinary penalties determined to be unwarranted.

8
9 **(F)** Time Limits-

10
11 1. The time limits set fourth in this article may only be
12 waived by mutual, written agreement of the parties.

13
14 2. Failure of the company to answer grievance within the
15 prescribed limits at any step automatically moves such grievance to the next
16 level of the grievance procedure.

17
18 3. Failure of the employee or his Union representatives to
19 comply with any of the prescribed time limits will withdraw any such
20 grievances from further consideration.

21
22 **(G)** Probationary employees may be disciplined or discharged at the
23 company's discretion and no probationary employee shall have the right to
24 grieve any disciplinary action of the company.

25
26 **(H)** All hearings and investigations will be conducted during regular
27 day shift working hours and committee members and necessary employee
28 witnesses shall receive straight time rates while handling grievances or
29 attending investigations.

30
31 **(I)** No employee selected as a committeeman or officer of the Union
32 will be discriminated against for lawful activity on behalf of the Union.
33

ARTICLE 15
SYSTEM BOARD OF ARBITRATION

1
2
3
4 (A) In compliance with Section 204, Title 2 of the Railway Labor Act,
5 as amended, there is hereby established a System Board of Arbitration (the
6 Board) for the purpose of adjusting and deciding disputes or grievances
7 which may arise under the terms of this Agreement, and which are properly
8 submitted to it after exhausting the procedure for settling disputes as set
9 forth under Article 14. However, by mutual agreement, any cases properly
10 referable to the Board may be submitted to it in the first instance.

11
12 (B) The Board shall consist of three (3) members; one (1) selected by
13 the Company, one (1) selected by the Union and one (1) selected for each
14 dispute from a panel of ten (10) Arbitrators as established in the Mechanical
15 and Related Personnel Agreement.

16
17 (C) The Board will meet where the main operating bases of US
18 Airways are maintained, unless otherwise mutually agreed between the
19 parties.

20
21 (D) The Board shall have jurisdiction over disputes between any
22 employee covered by this Agreement and the Company, growing out of
23 grievances or out of interpretation or application of any of the terms of this
24 Agreement. The jurisdiction of the Board shall not extend to proposed
25 changes in hours of employment, basic rates of compensation or working
26 conditions covered by this Agreement or any of its amendments.

27
28 (E) The Board shall consider any dispute within the Board's
29 jurisdiction submitted to it by the Union's District 142 General Chairman or
30 Assistant General Chairman or by the Company's Chief Operating Officer,
31 or his authorized representative, when such dispute has not been previously
32 settled in accordance with the terms of this Agreement.

33
34 (F) An employee covered by this Agreement may be represented at
35 Board hearings by a person(s) designated by him and the Company may be
36 represented by a person(s) designated by it. Evidence may be presented
37 both orally and in writing. Individual members of the Board may summon
38 any witnesses who are employed by the Company and who may be deemed
39 necessary by the parties to the dispute.

40
41 (G) The decision of the Board shall be rendered within thirty (30) days
42 after the close of the hearing. A majority vote of the members of the Board
43 shall be necessary to make a decision. The decisions will be final and
44 binding upon the Company, the Union and the grievant(s).

1
2 **(H)** The time limits specified in this Article may be extended by mutual
3 agreement between the parties to this Agreement.
4

5 **(I)** Nothing contained in this Article will be construed to limit, restrict,
6 or abridge the rights or privileges accorded either to the employees, the
7 Company, or their duly accredited representatives under the provisions of
8 the Railway Labor Act, as amended.
9

10 **(J)** The Board shall maintain a complete record of all matters
11 submitted to it for consideration and of all findings and decisions made by
12 it.
13

14 **(K)** Each of the parties will assume the compensation, travel expense
15 and other expenses of the Board members selected by them. The designated
16 Company member and Union member, acting jointly, shall have the
17 authority to incur such other expenses as, in their judgment, may be deemed
18 necessary for the proper conduct of the business of the Board, and such
19 expenses including the cost of the Neutral shall be borne one-half (1/2) by
20 each of the parties.
21

22 **(L)** Each of the parties will assume the compensation, travel expense
23 and other expenses of the witnesses called or summoned by them. A witness
24 who is an employee of the Company shall receive free round trip
25 transportation over the Company system, so far as space is available from
26 the point of duty or assignment to the point at which he must appear as a
27 witness, to the extent permitted by law.
28

29 **(M)** Company and Union members will be granted necessary leaves of
30 absence for the performance of their duties. Board members shall be
31 furnished free round trip transportation over the Company system so far as
32 space is available for the purpose of attending meetings of the Board, to the
33 extent permitted by law.
34

35 **(N)** A Board member shall be free to discharge his duty in his capacity
36 as a Board member in an independent manner without fear that his
37 individual relations with the Company or with the Union may be affected in
38 any manner by any action taken by him in good faith.
39

ARTICLE 16
SAFETY AND HEALTH

1
2
3
4 (A) The Company hereby agrees to maintain safe, sanitary and
5 healthful conditions in all facilities and to maintain at all times a registered
6 first aid station to take care of its employees in case of accident or illness.
7

8 The Company agrees to furnish good drinking water and sanitary
9 fountains and/or dispensers will be provided. The washrooms will be kept in
10 good repair and in a clean, dry and sanitary condition. The Union and
11 employees recognize their duty and responsibility to assist in maintaining
12 safe, healthful and sanitary conditions. Classrooms, offices and washrooms
13 will be lighted, ventilated, heated and air conditioned in the best manner
14 possible, consistent with the sources of heat, air conditioning, ventilation
15 and light available.
16

17 (B) The Company, Union and employees will cooperate towards a
18 prevention of work related accidents and the furtherance of an aggressive
19 safety program.
20

21 A Safety Committee will be established at each location where
22 employees are based. Such Committee shall be comprised of one (1)
23 Company and one (1) Union representative. The Safety Committee shall
24 meet when necessary to resolve any safety issues.
25

26 Reasonable time without loss of pay will be allowed Union
27 members of the local Safety Committee to investigate and handle safety
28 complaints related to their location. Union Safety Committee members will
29 receive authorization from their immediate supervisors for necessary time to
30 handle such matters and will return to their work places promptly following
31 conclusion of safety related activities.
32

33 Union members of the Safety Committee will function in an
34 advisory capacity and will be informed of all lost time accidents.
35

36 (C) The Company will furnish protective apparel, equipment and
37 devices as required to perform the work.
38

39 (D) Employees injured while at work shall be given medical attention
40 at the earliest possible moment, and employees shall be permitted to return
41 to work without signing any release of liability pending the disposition of
42 settlement of any claims for damage or compensation. Such injured
43 employees who are able to work will be allowed to obtain medical attention
44 without loss of time. It is the responsibility of the injured employee to

1 report an injury to his immediate supervisor during the work period in which
2 the injury occurred, if physically possible.

3
4 **(E)** The Company will provide noise abatement earmuffs to employees
5 who work in areas where they are required. Each employee who desires
6 noise abatement earmuffs must request same in writing.

7
8 **(F)** The Company will provide rain gear when properly requested to
9 employees covered under this agreement and will replace any item deemed
10 to be unserviceable at no cost to the employee.

11
12 **(G)** Employees shall not be required to wear neckties when working in
13 the vicinity of aircraft or equipment.

14

1 **ARTICLE 17**

2 **GENERAL, MISCELLANEOUS AND TRAINING**

3
4 **(A)** Service records shall be maintained for all employees by the
5 Company. An employee and his Union representative will be granted access to
6 review the employees personnel file upon request by the employee. In
7 discharge cases or upon request at the time of resignation the employee will be
8 furnished with a copy of same.
9

10 Any disciplinary letters issued to employees covered by this
11 Agreement shall not remain in their personnel record for a period of more than
12 one (1) year.
13

14 **(B)** When the Maintenance Training Department is required by the
15 Company to conduct training on new equipment or technology, the Company
16 will schedule required employees for necessary training, as determined by the
17 Company, related to the new equipment or technology prior to assigning such
18 employee to deliver the training.
19

20 **(C)** Employees hereunder will be provided a lightweight jacket and
21 where required a parka at no cost to the employee.
22

23 **(D)** Articles of clothing not provided by the Company which are
24 damaged in the performance of their work will be repaired or replaced by the
25 company at no cost to the employee.
26

27 **(E)** A place shall be provided inside of each Maintenance Training
28 facility marked "International Association of Machinists" where Union notices
29 of interest to the employees may be posted. However, no political circulars,
30 propaganda or advertisements will be placed on these bulletin boards.
31

32 **(F)** The Company shall provide each employee covered by this
33 Agreement with a copy of the Agreement printed in an adequately bound
34 booklet.
35

36 **(G)** It is understood that where employees covered under this agreement
37 are subject to any benefits under the Corporate Policy, (not specified under
38 this agreement), such benefits shall continue under the Corporate Policy. Any
39 revisions or changes made by the company to the policy will apply to
40 employees covered under this agreement, provided such revisions or changes
41 are consistent across the US Airways System for all employees covered under
42 the Policy.
43

1 **(H)** The Company will make every reasonable effort to provide necessary
2 shipping containers and transportation for all materials and equipment required
3 for instruction of any class. While it is not the intent of the company to require
4 an employee to personally transport these items, in the event that
5 circumstances require an employee to transport these items, he will be
6 reimbursed for any reasonable expenses incurred.

7
8 **(I)** The Company will provide employees reasonable preparatory time
9 for the study of subject material prior to instructing the material for the first
10 time and/or prior to instructing a course the employee has not taught within the
11 past six (6) months.

12

ARTICLE 18
WAGE RATES

(A) The rates of pay are set out in Schedule A in Paragraph H below.

(B) Employees shall be paid all earnings for that pay period during their regular working hours, bi-weekly on Friday, unless otherwise provided by applicable State laws.

(C) Paychecks will include a statement of all wages and deductions made for that pay period.

(D) In the event a payday falls on a legal Federal holiday, employees will be paid on the day preceding such legal holiday.

(E) Employees will be permitted direct deposit of pay to financial institutions able to accept deposit through the Automated Clearing House (ACH) system.

(F) When there is a shortage of one day of pay or more due an employee, the Company shall issue a supplementary payroll check to cover the shortage as soon as reasonably possible and within seventy-two (72) hours after it is determined what is due.

(G) Pay rates will be based upon the years of service an employee has in the department.

(H) SCHEDULE A - Rates of Pay

Pay Progression	7/21/2014	9/12/2014	9/12/2015
Start	\$25.12	\$25.88	\$26.65
2 nd Year	\$26.59	\$27.38	\$28.21
3 rd Year	\$28.14	\$28.98	\$29.85
4 th Year	\$29.77	\$30.66	\$31.58
5 th Year	\$31.51	\$32.45	\$33.43
6 th Year	\$33.35	\$34.36	\$35.39
7 th Year	\$35.29	\$36.34	\$37.43
8+ Years	\$37.34	\$38.46	\$39.62

- 1 • Base rates of pay effective 9/12/16 – In the event a Joint Collective
2 Bargaining Agreement (JCBA) at the New American Airlines has
3 not been ratified prior to 9/12/16, a 1.5% increase to base rates of
4 pay will be applied and the amendable date of the agreement will
5 be extended by one (1) year
6
- 7 • Base rates of pay effective 9/12/17 – In the event a JCBA at the
8 New American Airlines has not been ratified prior to 9/12/17, a
9 1.5% increase to the base rates of pay will be applied and the
10 amendable date of the agreement will become 9/12/18
- 11
- 12 • Signing Bonus – Each MTS employee will receive a signing bonus
13 of \$1500;
14
- 15 • The signing bonus will be paid within 30 days following
16 ratification. In order to be eligible to receive the signing bonus an
17 employee must be in an active pay status on the date of ratification
18 (employees on union, military and FMLA leave will be considered
19 active) and have been active at least nine (9) of the twelve (12)
20 months prior to date of ratification.
21

22 All economic improvements will become effective on the 1st day of the 1st
23 pay period following the effective date of the agreement.
24
25
26

ARTICLE 19
UNION SHOP & DUES CHECK-OFF AGREEMENT

It is hereby agreed that there will be established a Union Shop under the Basic Agreement as follows:

(A) In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company now or hereafter fully subject to the Basic Agreement between the parties hereto shall, as a condition of their continued employment subject to such Basic Agreement, become members of the Union within sixty (60) calendar days after the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in good standing in such Union; except that such membership shall not be required of any individual until he has performed forty-two (42) days (336 hours) of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the Basic Agreement.

(B) 1. Employees who retain seniority under the Basic Agreement and who are regularly assigned or transferred to full time employment not covered by such Agreement, or are on leave, or are furloughed on account of force reduction, will not be required to maintain membership as provided in paragraph (A) of this Article so long as they remain in such other employment, on leave, or furloughed as herein provided, but they may do so at their option. Should such employee return to any service covered by the Basic Agreement, they shall, as a condition of their continued employment subject to such Agreement, be required to become and remain members in good standing in the Union within thirty (30) days from the date of their return to such service.

2. The seniority status and rights of employees who serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement, but such employees, upon resumption of employment, shall be governed by paragraph (A) of this Article.

(C) 1. Nothing in this Agreement shall require an employee to become or to remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied, or terminated for any reason other than the 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 in the Union. For the purpose of this section, dues,

1 fees, and assessments shall be deemed to be "uniformly required" if they are
2 required of all employees in the same work classification at the same time in
3 the same Local Lodge.
4

5 2. For the purpose of this Agreement, "Membership in good
6 standing in the Union," shall mean that the employee is a member of the
7 Union and is not more than sixty (60) days in arrears in the payment of
8 initiation fees, assessments, and membership dues as referred to in
9 paragraph (C) 1.
10

11 3. When an employee becomes delinquent or not "in good
12 standing" within the meaning of paragraph (C) 2. above, he shall be subject
13 to discharge and the following procedures shall apply:
14

15 (a) The General Chairman of the Union shall notify
16 the employee in writing, Certified mail, return receipt requested, and copy to
17 the Vice President of Labor Relations of the Company, that he is delinquent
18 in the payment of initiation fees, assessments or membership dues as
19 specified herein, and accordingly is subject to discharge as an employee of
20 the Company. Such letter shall also notify the employee that he must make
21 the required payment to the Financial Secretary of the appropriate local
22 lodge of the Union within fifteen (15) days of the date of mailing of the
23 notice or be subject to discharge.
24

25 (b) If, upon the expiration of the fifteen (15) day
26 period, the employee still remains delinquent, the General Chairman of the
27 Union shall certify in writing to the Vice President of Labor Relations of the
28 Company, with copy to the employee, that the employee has failed to make
29 the required payment within the fifteen (15) day grace period provided in
30 sub-paragraph (a) above, and is therefore to be discharged. The Vice
31 President of Labor Relations shall promptly notify the employee involved
32 that he is to be discharged from the service of the Company, and shall so
33 discharge him for his failure to pay or tender the initiation fees, dues, and
34 assessments as required under the terms of this Article unless he files an
35 appeal.
36

37 (c) If the decision of the Vice President of Labor
38 Relations is not satisfactory to the employee or to the Union, it may be
39 appealed directly to the highest officer of the Company designated to handle
40 such appeals. Such appeals shall be taken within ten (10) calendar days of
41 the date of the decision appealed from, and if taken, shall operate to stay
42 action on the termination of employment until the decision on the appeal is
43 rendered. The Company shall promptly notify the other party in writing of
44 any such appeal. The decision of such appeal shall be rendered within ten

1 (10) calendar days of the date the appeal is taken and the employee and the
2 Union shall be promptly advised thereof. If the decision on such appeal is
3 that the employee has not complied with the terms of this Agreement, his
4 employment and seniority in that class or craft shall be terminated within ten
5 (10) calendar days of the date of said decision, unless the Company and the
6 Union agree otherwise in writing.

7
8 (d) Such decision on appeal shall be final and
9 binding unless within seven (7) days thereof the Union requests in writing
10 that the decision be reviewed in such joint conference by the Vice
11 President of Labor Relations or by his designated representative, and the
12 General Chairman, or by his designated representative. If such request is
13 made, the decision on appeal shall be reviewed in such joint conference
14 within seven (7) days of the date such request is received, and any decision
15 rendered within such seven (7) day period shall be final and binding. If the
16 decision on such review is that the employee has not complied with the
17 terms of this Agreement, his employment and seniority in that class or craft
18 shall be terminated within ten (10) calendar days of the date of said
19 decision, unless the Company and the Union agree otherwise in writing.

20
21 **(D)** An employee discharged by the Company under the provisions of
22 paragraph (C) shall be deemed to have been discharged for non-payment of
23 Union dues, and notation so made on his employment record.

24
25 **(E)** Time limits specified in this Article may be extended in individual
26 cases by written agreement of the Company and the Union.

27
28 **(F)** The grievance procedure of the Basic Agreement will not apply to
29 cases arising under this Article.

30
31 **(G)** Other provisions of this Agreement to the contrary
32 notwithstanding, the Company shall not be required to terminate the
33 employment of any employee until such time as the services of a qualified
34 replacement are available. The Company may not, however, retain any
35 employee in the service under the provisions of this paragraph for a period
36 in excess of ninety (90) calendar days from the date of the Union's original
37 notice except by mutual agreement by the parties hereto.

38
39 **(H)** 1. The Company will deduct from employees' wages, and
40 turn over to the Union, the Union membership fees of each employee who
41 individually and voluntarily authorizes the Company to make such
42 deductions. Such authorizations shall be made upon a card in a size and
43 form mutually agreed to between the Company and the Union. In order to
44 become effective, such authorization cards shall be delivered by the Union

1 to the Payroll Department of the Company. Such authorizations shall not be
2 irrevocable for a period of more than one (1) year from their effective date
3 or beyond the termination of this Agreement, whichever occurs sooner.
4

5 2. Deductions for dues shall be made from the employee's
6 paycheck for the first (1st) and second (2nd) pay periods ending in each
7 month. Such deductions shall be made only in the event that sufficient
8 earnings remain for such deductions after other deductions have been made
9 for Withholding Tax, Social Security contributions, and other deductions
10 required by law or by the Company.

11
12 3. If sufficient earnings do not remain after other deductions
13 as noted above for each pay period during the month, or if there are
14 employees on the payroll that do not have on file with the Company an
15 authorization for dues deductions as per paragraph (H) 1., the Union shall
16 be so notified. Notification shall include employee number, name,
17 classification code, department, city and the amount of deduction for each
18 period and total amount for the month. And it shall thereafter be the
19 responsibility of the Union to collect dues for that month and for any month
20 following in which sufficient funds are not available for such deductions.
21

22 4. The obligation of the Company to make such deductions
23 shall terminate in the event an employee shall cease to be an employee as
24 defined in Article 1 of this Agreement.
25

26 **(I)** Upon submission of the appropriate form, a single flat sum
27 deduction for an initiation fee shall be made from each newly hired
28 employee's paycheck subject to paragraph (A) above. Such deduction shall
29 be made only in the event that sufficient earnings remain for such deduction
30 after other deductions have been made for Withholding Tax, Social Security
31 contributions and other deductions required by law or by the Company.
32

33 **(J)** The Union shall indemnify the Company and hold it harmless
34 against any and all suits, claims, demands, and liabilities which arise out of
35 or by reason of any action taken or not taken by the Company for the
36 purpose of complying with any of the provisions of this Agreement.
37

38 **(K)** This Agreement shall become effective on the date of signing of
39 the Basic Agreement, and shall continue in full force and effect concurrently
40 with said Agreement.
41

42 **(L)** The Company will provide for voluntary employee contribution to
43 Machinist Non-Partisan Political League (MNPL) through payroll
44 deduction.
45

ARTICLE 20
SEVERANCE ALLOWANCE

1
2
3
4 (A) Any employee with two (2) or more years of service whose
5 employment is interrupted due to reductions in force while he is in a
6 position covered by this Agreement shall be paid the severance allowance
7 provided in paragraph (B) following, subject, however, to the limitations
8 and qualifications and in accordance with the terms set out in paragraphs (B)
9 and (F).

10
11 (B) Employees who have completed two (2) or more years of service on
12 the date laid off will receive severance at the rate of one (1) week's pay for
13 each completed year of service, up to a maximum of fifteen (15) weeks.

14
15 (C) A week of severance allowance shall be computed on the basis of
16 the employee's regular straight time hourly rate at the time of his
17 employment interruption multiplied by forty (40) hours. Severance
18 allowance shall be paid at the successive payroll periods immediately
19 following the date employment is interrupted and shall continued to be paid
20 until the employee is recalled or the severance allowance entitlement is
21 exhausted, whichever occurs sooner.

22
23 (D) Severance allowance shall not be paid when the employee:

- 24
25 1. Is discharged for just cause, retires or resigns.
26
27 2. Has his employment temporarily interrupted because of a
28 strike or picketing on Company premises, an Act of God, a national war
29 emergency, revocation of the Company's operating certificate(s), or
30 grounding of the Company's aircraft by Governmental order.
31
32 3. Elects to exercise any seniority, bumping or transfer
33 afforded him under this Agreement to remain in active service with the
34 Company or accepts employment offered by the Company.
35

36 (E) The Severance allowances provided herein shall be in addition to
37 any or all other benefits provided under this Agreement.
38

39 (F) An employee returning to the service of the Company after being
40 on layoff shall be credited upon re-employment with any unused severance
41 allowance or, if it results in a greater amount, up to a maximum of five (5)
42 weeks of severance allowance computed as provided in paragraph (B)
43 above, and based on his prior period of service. In the event he is again laid
44 off under conditions entitling him to severance allowance, he shall be

1 entitled to an amount computed on his years of compensated service with
2 the Company after the date of such return to the Company's service, plus
3 such amount credited to him upon re-employment.
4

5 **(G)** Employees who are on furlough and their dependents shall
6 continue to participate in the Company's group medical/dental and life
7 insurance programs for a period of ninety (90) days after the last severance
8 payment to the employee provided the employee continues to pay their
9 portion of the costs of these benefits.

10
11 **(H)** Furloughed employees are not eligible for transportation on other
12 airlines and cannot purchase companion passes.
13

14 **(I)** Employees involuntarily furloughed on or after the effective date of
15 this agreement will receive on-line non-revenue travel privileges for
16 themselves and eligible family members while on furlough for a period not
17 to exceed three (3) years following their last day of active service.
18

1 to the obligation to contribute shall be binding upon the Trustees of the said
2 Pension Fund.

3
4 **(G)** The 401(k) account permits employees to contribute their
5 contributions on both a pre-tax and after-tax basis up to certain IRS limits.
6 This process will continue.

7
8 **(H)** 401(k) Enhancements:

- 9
- 10 • Permit after-tax contributions to 401(k) plan. US Airways will
11 implement six (6) months from date of signing.
 - 12
 - 13 • Establish brokerage account in 401(k) plan pending approval from the
14 Pension Investment Committee whose approval shall not be
15 unreasonably withheld. All administrative costs associated with the
16 brokerage account will be borne by the employee.
 - 17
 - 18 • Permit catch-up contributions to 401(k) Plan pursuant to IRC Section
19 414(v). US Airways will implement during the second half of 2003.
 - 20
 - 21 • Increase pre-tax elective deferrals in 401(k) Plan to 22% for non-highly
22 compensated employees. Implementation will be effective January 1,
23 2003.
 - 24
 - 25 • Add periodic distributions to 401(k) Plan. US Airways will make this
26 change effective January 1, 2003.
 - 27

ARTICLE 22
INSURANCE

1
2
3
4 (A) Active Employees covered by this Agreement may elect to partici-
5 pate in the Company's Medical/Dental Insurance Program as described in
6 Summary Plan Description (SPD). Election to participate in the Company's
7 insurance programs must be accomplished during the annual open enroll-
8 ment period. Outside of the annual open enrollment, changes to benefits
9 may be made within 31 days of a work or family status change (as defined
10 by Company policy).

11
12 (B) The monthly premium for coverage under the above plans are
13 described in Attachment A-1, A-2.

14
15 (C) Coverage will cease when an employee begins unpaid leave status
16 except that coverage may be extend to an employee on Medical Leave and
17 also as provided for in the Furlough Benefits Article of this agreement.
18

19 A non-probationary employee on medical leave may extend his
20 medical/dental coverage for a period of up to one (1) year after his last
21 compensated day provided the employee continues to pay his portion of the
22 cost of the applicable medical/dental insurance. An employee on Family
23 Medical Leave may extend coverage pursuant to the provisions of the
24 Family Medical Leave Act.

25
26 (D) Retirement

27
28 1. Employees must have attained the age of at least fifty five
29 (55) and have completed a minimum of five (5) years of credited service
30 prior to their last paid day of employment to be eligible for Medical/Dental
31 coverage during retirement. Employees who retired on or before 03/01/2005
32 will be subject to the 1114 agreement. Employees who retire after
33 03/01/2005 will be subject to benefits as described in Attachment D.
34

35 2. Retiree monthly medical contributions will be deducted
36 from monthly retirement benefits or will be paid directly by the retiree.
37

38 3. Should the Company extend the duration of COBRA
39 benefits to retirees of any other represented group, such extension will also
40 be made available to employees covered under this agreement.
41

42 (E) The following Basic Group Life Insurance is provided by the
43 Company in the amount of Thirty-five thousand dollars (\$35,000) of life

1 insurance coverage for each employee. An equal amount of accidental death
2 and dismemberment insurance coverage is included.

3
4 **(F)** Each employee may purchase the following additional Group Life
5 Insurance: Rates for various life insurance options listed below may vary
6 from year to year. Any change in rates will be communicated to all
7 employees.

8
9 1. Full Basic Life Insurance is equal to two (2) times the
10 employee's basic annual salary. An equal amount of accidental death and
11 dismemberment insurance coverage is included. Premiums on the amount
12 of coverage in excess of the first thirty-five thousand (\$35,000) dollars for
13 an employee will be paid by the employee choosing this additional
14 coverage. Maximum coverage available is two hundred thousand
15 (\$200,000) dollars.

16
17 2. An employee must have Full Basic coverage of two times
18 his basic annual salary to purchase Option I and must have Full Basic
19 coverage of two times his basic annual salary and Option I coverage to
20 purchase Option II coverage.

21
22 (a) Option I, optional life insurance equal to an
23 additional one hundred percent (100%) of the employee's basic annual
24 salary. Maximum coverage under Option I is one hundred thousand
25 (\$100,000) dollars.

26
27 (b) Option II, optional life insurance equal to an
28 additional one hundred (100%) percent of the employee's basic annual
29 salary. Maximum coverage under Option II is one hundred thousand
30 (\$100,000) dollars.

31
32 **(G)** Voluntary Group Accidental Death and Dismemberment Insurance
33 may be purchased in ten thousand dollar (\$10,000) increments, up to a
34 maximum of three hundred thousand (\$300,000) dollars.

35
36 **(H)** The Flexible Spending Account Program maximum medical/dental
37 care expense reimbursement is the lesser of \$7,500 or the maximum amount
38 permitted under the law.

39
40 **(I)** US Airways will not oppose the Unions posting of any bulletins
41 offering benefits provided by any insurance company sanctioned by the
42 Union on IAM bulletin boards that US Airways does not offer under the
43 current benefits for employees covered under this agreement.

1 **ARTICLE 23**
2 **DURATION**
3

4 Except as otherwise noted, this Agreement shall become effective
5 on July 18, 2014, and shall remain in full force and effect through July 18,
6 2017, and thereafter, until reopened in accordance with the Railway Labor
7 Act, or unless extended in accordance with Article 18 as outlined below.
8

- 9
- 10 • Base rates of pay effective 9/12/16 – In the event a Joint Collective
11 Bargaining Agreement (JCBA) at the New American Airlines has
12 not been ratified prior to 9/12/16, a 1.5% increase to base rates of
13 pay will be applied and the amendable date of the agreement will
14 be extended by one (1) year
 - 15 • Base rates of pay effective 9/12/17 – In the event a JCBA at the
16 New American Airlines has not been ratified prior to 9/12/17, a
17 1.5% increase to the base rates of pay will be applied and the
18 amendable date of the agreement will become 9/12/18
- 19

20 No amendments to this agreement will be valid unless signed by
21 the Vice President of Labor Relations or his designee and an Assistant
22 General Chairman of the IAMAW.
23

24
25 IN WITNESS WHEREOF, the parties have signed this Agreement this 18th
26 day of July, 2014.
27

28
29 **International Association**
30 **of Machinist and**
31 **Aerospace Workers**
32

US AIRWAYS

33 _____
34 Thomas Higginbotham
35 President & General
36 Chairman District 142
37

E. Allen Hemenway
Vice President – Labor Relations

38 **Witnesses:**

Witnesses:

39
40
41 _____
42 Frank Schifano
43 General
44 Chairman District 142

James B. Weel
Managing Director - Labor Relations

1		
2		
3	_____	_____
4	Tim McCulloch	Taylor Vaughn
5	General	Managing Director - Labor Relations
6	Chairman District 142	
7		
8	_____	_____
9	John Black	Ron Harbinson
10	Negotiating Committee	Managing Director - Labor Relations
11		
12	_____	_____
13	Omar Quimbaya	George Raymond
14	Negotiating Committee	Manager – Labor Relations
15		
16	_____	_____
17	Bob Brown	Shawn Brandt
	Negotiating Committee	Manager – Technical Training

Letter of Agreement – Vacation - Carry Over

June 10, 2002

Mr. Thomas Regan
Assistant General Chairman
District 141M – IAMAW

Dear Mr. Regan:

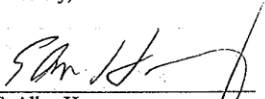
The following will confirm our agreement reached during discussions describing the handling of employees existing Vacation Carryover and/or Vacation (PDO) Reserve Banks.

Prior to the effective date of the collective bargaining agreement, employees were permitted to have Vacation Carryover and/or Vacation (PDO) Reserve Banks which are not provided for in the agreement.

In recognition of this fact, employees that currently have Vacation Carryover and/or PDO Banks will have these banks frozen. These days may only be used after the employee has taken or bid all of their current year's vacation and based on the needs of service. Any time left in these banks will be paid off at their rate of pay in effect upon the employee's separation from the Company.

As provided for in the agreement only unused vacation from the current year is to be paid off in the following year.

Sincerely,



E. Allen Hemenway
Director, Labor Relations - Ground

Agree and concur:

Thomas Regan
District 141M

1 **Letter of Agreement – Compensatory Time - Carry Over**

2
3 June 10, 2002

4
5
6 Mr. Thomas Regan
7 Assistant General Chairman
8 District 141M – IAMAW

9
10 Dear Mr. Regan:

11
12 The following will confirm our agreement reached during discussions
13 describing the handling of employees existing Compensatory Time Banks.

14
15 Prior to the effective date of the collective bargaining agreement, employees
16 were permitted to have Compensatory Time Banks that were not limited to a
17 maximum of one-hundred forty (140) hours as described in the agreement.

18
19 In recognition of this fact, employees that currently have Compensatory
20 Time Banks with more than one-hundred forty (140) hours will have these
21 banks frozen. These employees will not be permitted to convert any of their
22 Holiday/Overtime/Travel time into additional Compensatory Time until
23 their banks fall below one-hundred forty (140) hours.

24
25 Employees that currently have Compensatory Time Banks with less than
26 one-hundred forty (140) hours will be permitted to continue to add to these
27 banks with time earned after the effective date of the agreement as long as
28 their banks remain under one-hundred forty (140) hours.

29
30 Sincerely,

31
32 _____
33 /s/E. Allen Hemenway
34 Director, Labor Relations
35 Ground

36 Agree and concur:

37
38 _____
39 /s/Thomas J. Regan District 141M

1 ATTACHMENT A

2
3 August 20 2014

4
5
6 Mr. Tom Higginbotham
7 President & Directing General Chairman
8 IAMAW District 142

9
10 Dear Mr. Higginbotham:

11
12 This letter will confirm our agreement regarding the application of excise
13 tax or other penalty included in The Patient Protection and Affordable Care
14 Act (PPACA) or any excise tax or penalty which may replace the PPACA.

15
16 In the event the Company determines that any of the PPO 100, 90
17 or 80 percent plan design options provided for in this Agreement
18 (each a “Plan”) would be or become subject to an excise tax or
19 other penalty under applicable law (and thus become an “Affected
20 Plan”), the Company will meet and confer in good faith in order to
21 reach an agreement with the Union concerning the minimum
22 modification or modifications to the affected Plan necessary to
23 avoid application of the excise tax or other penalty. The Company
24 shall provide to the Union information that the Union reasonably
25 requests, including actuarial reports, necessary for the Union’s
26 design and consideration of such modifications. Unless otherwise
27 agreed, any agreed modification shall become effective at the time
28 the excise tax or penalty would become applicable in respect of the
29 Affected Plan (the “Affected Plan Date”).

30
31 If the Company and the Union are unable to agree on modifications
32 necessary to avoid the application of the excise tax or other penalty
33 on the Affected Plan within ninety (90) days after the initial
34 meeting, an arbitrator shall immediately be selected in accordance
35 with the Collective Bargaining Agreement to determine the
36 modifications to the design of the Affected Plan that will become
37 applicable. The authority of the arbitrator is expressly limited to
38 establishing those modifications to the design of the Affected Plan
39 that will ensure that no excise tax or other penalty will apply. If the
40 arbitrator determines that no reasonably practical modification to
41 the Affected Plan can guarantee that no excise tax or other penalty
42 will apply, the Company shall have the right to terminate the
43 availability of the Affected Plan to the Maintenance Training
44 Specialist employees. If, under the preceding sentence, the

1 Company has terminated or would have the right to terminate the
2 availability to the Maintenance Training Specialist employees of all
3 three Plans, the arbitrator will be empowered to designate an
4 alternative plan design (a “New Plan”) that is available from the
5 Company provider and that replicates the provisions of the 80
6 percent plan to the greatest possible extent without causing the
7 New Plan to become subject to any excise tax or other penalty. In
8 the event that the arbitrator has not issued a determination prior to
9 the excise tax or penalty becoming due or if such penalty or excise
10 tax is otherwise owed for any reason, notwithstanding any contrary
11 provision of law, the Company shall be permitted to implement
12 such modifications to the design of the Affected Plan as it
13 considers to be necessary to avoid the excise tax or penalty. The
14 Company shall have a reasonable period of time following the
15 issuance of the arbitrator’s determination to implement the New
16 Plan. Notwithstanding the foregoing, the provisions of this Letter
17 of Agreement shall not be effective if, after the effective date of
18 this Agreement, the Company enters into any new or amended
19 collective bargaining agreement having a term of three (3) years or
20 more with any union group that does not contain a provision
21 substantially similar to this Letter of Agreement.

22
23 In the event a plan is modified pursuant to this Letter of Agreement
24 (LOA), employees will be afforded the opportunity through an
25 open enrollment period to elect a different plan, prior to the
26 implementation of any modified plan.

27
28
29 Sincerely,

30
31
32
33 E. Allen Hemenway
34 Vice President
35 Labor Relations

36
37
38 Agree and concur:

39
40
41
42 Mr. Tom Higginbotham
43 President & Directing General Chairman
44 IAMAW District 142

Attachment A-1

US Airways

**Eligible Actives, Inactives, - Full Time- IAM Maintenance Training Instructors
PPO 80/60 - Flat 7.0%**

	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
2008 Contribution Base	12%	427.43	854.85	812.99	1,412.25
Employee Contribution		30.00	60.00	57.00	99.00

PPO 90/70 - Flat 14.0%

	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
2008 Contribution Base	12%	462.68	925.36	879.08	1,529.04
Employee Contribution		65.00	130.00	123.00	215.00

Attachment A-1 (continued)

US Airways

**Eligible Actives, Inactives, - Full Time- IAM Maintenance Training Instructors
PPO 100/80 - Flat 19.4%**

	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
2008 Contribution Base	12%	493.51	984.83	936.36	1,628.16
Employee Contribution		96.00	191.00	182.00	316.00

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.
 - 2) Any applicable Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement
- Trends in 2006 were reduced by 3% to avoid double counting due to the indexing of Co-Pays, Deductibles, and OOP maximums.

Attachment A-2

US Airways

Managed Dental Plan- IAM Maintenance Training Instructors

**Eligible Actives, Inactives
Flat 10.0% Employee Contribution**

2008					
Premium Equivalent	6%	36.00	69.00	65.00	114.00
Employee Contribution		3.60	6.90	6.50	11.40

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.

1 **Attachment C**

2 **Retiree Medical**
3 **Maintenance Training Specialist**

4
5
6 Pre-65 US Airways Employees who retire post 3/1/05
7

8 1) Retired employees may apply thirty eight (38) accrued sick pay hours
9 per month, valued at \$13.25/hour, to your pre-65 medical premium

- 10
11 - Retired employees will be responsible for medical premium
12 costs in excess of \$503.50. Monthly contributions will be
13 calculated as the total cost of the plan and level of coverage
14 you elect less \$503.50. Premium Equivalents will be
15 recalculated annually based on the Plan's experience. The
16 chart below compares monthly Premium Equivalents under the
17 current program to those currently estimated for the new
18 program. Please note that the 2005 Current Program rates were
19 developed using Active employee rates and the new program
20 uses "true" pre 65 employee rates. It should also be noted that
21 the new program costs for 2005 are estimated only and the
22 actual 2005 rates may vary. The 2005 rates for the new
23 program will be finalized by early December.
24

	2005 Current Program	2005 Estimated New Program	Difference
Option 1	Base	Program Base	
Ee	304.36	413.00	108.64
Ee + Sp	608.51	826.00	217.49
Ee + Ch	578.71	785.00	206.29
Ee + Fam	1,005.30	1363.00	357.70
Option 2			
Ee	329.35	448.00	118.65
Ee + Sp	658.70	896.00	237.30
Ee + Ch	625.76	851.00	189.24
Ee + Fam	1,088.42	1478.00	389.58
Option 3			
Ee	351.30	477.00	125.70
Ee + Sp	701.04	954.00	252.96
Ee + Ch	666.54	906.00	239.46
Ee + Fam	1,158.98	1574.00	415.02

- Once accrued sick pay has been exhausted retired employees will have the option to move to an “access only” medical plan where they will be responsible for paying 100% of the medical premium until they reach age 65. The medical premium for this “access only” plan will be different than the medical premiums for those using accrued sick pay to purchase the benefit and will be based on plan experience for the “access only” group.

2) In lieu of #1 above, employees may receive a one-time cash payment in the amount equal to \$10.80 times the number of accrued sick leave hours in their sick bank.

- Choosing to receive this one-time payment means that the employee and their dependents will not be able to participate in the pre or post-65 health care programs, including the “access only” plan noted above.

3) At age 65 retired employees and their dependents will not be eligible to participate in or have access to any post-65 medical plan through US Airways.

4) Employees and their dependents will not be eligible for dental coverage when they retire effective 3/1/05.

Post-65 US Airways Employees who retire after 3/1/05

1) From 3/1/05 through 12/31/05 retired employees will have the opportunity to remain enrolled in the Advance PCS pharmacy plan.

- The monthly contributions charged for this coverage are based on a Defined Dollar Benefit (DDB) Cap of \$950 per year, per individual and are as follows;

	<u>Premium Equivalent Contribution</u>	<u>Employee</u>
Ee	\$127.50	\$48.33
Ee + Sp	\$255.00	\$96.66

- The DDB Cap is only used for the purpose of setting contribution rates annually and is not a limit on actual benefits paid in a year.

- 1 - Contributions will vary from the above if any covered
2 dependant are not covered by Medicare.
3
- 4 - After 12/31/05 retired employees will be eligible for the new
5 Medicare prescription drug benefit and will be responsible for
6 the full cost of such coverage.
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Voluntary Early Out Program (VEOP)

- In the event of a headcount overage or the need for a reduction in force which occurs prior to ratification of a JCBA for the combined LUS Maintenance Training Specialists and equivalent LAA employees, the Company will offer active employees and employees on authorized Union Leave of Absence the opportunity to participate in a Voluntary Early Out Program as follows:
 - Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction
 - The maximum number of VEOs (Voluntary Early Outs) offered in a location, classification and bid area will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area
 - Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within thirty days of the employees release date
 - In addition to lump sum payment, employee will receive any severance allowance as outlined in Article 20 of the Maintenance Training Specialists agreement
 - This Lump sum payment will not have any impact on the “Sick Leave Buy Back” policy currently in place

Scope and Job Protection

- 1
- 2
- 3 • Job Protection – No furlough protection effective DOS: no
- 4 employee will be furloughed to the street at any MTS location
- 5 (providing the employee exercises his seniority to the fullest
- 6 extent) as a result of any flight activity that may be transferred from
- 7 LUS to LAA
- 8
- 9 • Cross Utilization: The Company may utilize LAA (Legacy
- 10 American Airlines) employees to perform LUS (Legacy US
- 11 Airways) maintenance training specialists work. In exchange for
- 12 the cross utilization provisions contained within this paragraph the
- 13 Company agrees to provide additional job protections as defined
- 14 below
- 15
- 16 • Job Protection – No displacement: effective with the
- 17 implementation of Cross Utilization, no employee will be
- 18 involuntarily displaced from their current location
- 19
- 20 • The job protections described above will apply only to those
- 21 employees whose names appear on the Maintenance Training
- 22 Specialists System Seniority List as of the date of ratification of
- 23 this agreement and shall not apply in circumstances where the
- 24 Company’s non-compliance is caused in substantial part by
- 25 “Conditions Beyond the Company’s Control”.
- 26
- 27 • Definitions:
- 28 “Conditions Beyond The Company’s Control” shall include, but
- 29 not be limited to, the following: (1) an act of God; (2) a strike by
- 30 any other company employee group or the employees of a
- 31 Commuter Air Carrier operating pursuant to an authorized
- 32 codeshare arrangement with the company; (3) a national
- 33 emergency; (4) involuntary revocation of the company’s operating
- 34 certificate(s); (5) grounding of a substantial number of the
- 35 company’s aircraft; (6) a reduction in the company’s operation
- 36 resulting from a decrease in available fuel supply caused by either
- 37 governmental action or by commercial suppliers being unable to
- 38 meet the company’s demands; and (7) the unavailability of aircraft
- 39 scheduled for delivery
- 40
- 41 • In the event the movement of MTS work from a location results in
- 42 the need to relocate MTS employees at the merged carrier, the
- 43 relocation of MTS employees from that location will not be
- 44 considered a violation of the above Job Protection provisions