



American *Eagle*

AGREEMENT

between

AMERICAN EAGLE AIRLINES AND EXECUTIVE AIRLINES

and

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

covering

AIRCRAFT MAINTENANCE TECHNICIANS, INSPECTORS, TOOL AND DIE
MECHANICS, GROUND SUPPORT TECHNICIANS, REPAIRMAN, AIRCRAFT
CLEANERS AND INVENTORY CONTROL SPECIALIST

of

AMERICAN EAGLE AIRLINES, INC. AND EXECUTIVE AIRLINES, INC.

Effective date - _____

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AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.,
EXECUTIVE AIRLINES, INC.

and the

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

Covering

Aircraft Maintenance Technicians, Inspectors, Tool and Die Mechanics, Ground Support Technicians, Repairman, Aircraft Cleaners and Inventory Control Specialist

Effective _____

This Agreement is made and entered in accordance with the provisions of the Railway Labor Act, as amended by and between AMERICAN EAGLE AIRLINES, INC. and EXECUTIVE AIRLINES, INC., hereinafter collectively referred to as the "Company", and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, hereinafter known as the "Union". Whenever reference is made herein to the "Company", such reference refers to either American Eagle Airlines, Inc. or Executive Airlines, Inc. whichever is the employer of the applicable employee.

ARTICLE 1 - RECOGNITION AND SCOPE

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- A. In accordance with Recognition Agreements between Simmons Airlines, Inc. and Transport Workers Union of America dated April 17, 1989, and Flagship Airlines Inc. and Transport Workers Union of America dated April 17, 1989, and Executive Airlines, Inc. and Transport Workers Union of America dated May 9, 1990, and AMR Eagle Regional Aircraft Maintenance Center, Inc. and Transport Workers Union of America dated March 1, 1997, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO as the sole bargaining agent for Aircraft Maintenance Technicians, Inspectors, Ground Support Technicians, Aircraft Cleaners and Inventory Control Specialists employed by the Company, and in their behalf to negotiate and conclude an Agreement with the Company with respect to rates of pay, rules and working conditions for all employees covered under this Agreement in the Title Groups set forth in Article 10 who perform the work at Transport Workers Union designated locations.
- B. This Agreement is binding upon the parties hereto and their successors and assigns.
- C. It is understood and agreed that supervisors and other employees may assist in the performing of any work that may be necessary to complete a particular operation. This provision will not be used on a routine basis but will cover those instances wherein short term help is required to complete the operation in question and due to the nature of the operation, overtime from the work unit is not readily available.
- D. Contracting Out of Work - The Company reserves the right to contract in or contract out any or all such work covered by this Agreement if by so doing the Company is able to accomplish such work more economically; provided however, that the Company will not layoff any employee covered by this Agreement solely by reason of the fact that the work ordinarily done by such employee has been contracted out. It is understood and agreed that should the Company at such time not have the manpower, facilities or tooling to do a particular job, such work may be contracted out without limitations. Whenever in the Company's sole judgment, the volume of work at any outstation is sufficient to justify a permanent maintenance base there, then the Company will offer to employees covered by this Agreement, the right to bid on such work.
- E. In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporation transaction, the Company will meet with the Transport Workers Union to discuss the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporation transaction. The Company will provide the Transport Workers Union with information concerning the proposed merger, purchase, sale or acquisition, consolidation, reorganization or similar corporation transaction at the earliest practical time to allow the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporation transaction upon Transport Workers Union represented employees.

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115 F. In the event that the Company is a party to any merger, purchase, sale or
116 acquisition, consolidation, reorganization or similar corporation transaction and a
117 satisfactory agreement between the parties is not reached in regard to seniority
118 integration, the Company will agree to utilize the procedure as set forth in paragraph
119 H. below.
120
- 121 G. In the event that American Eagle Airlines Inc. is integrated with any AMR affiliate,
122 the parties representing each bargaining unit will meet to determine seniority
123 integration. If a satisfactory agreement between the parties is not reached in regard
124 to seniority integration, the Company will agree to utilize the procedure as set forth in
125 paragraph H. below.
126
- 127 H. In the event of failure to reach a negotiated resolution, the seniority integration
128 dispute will be resolved by a neutral arbitrator in accordance with Section 3 and 13
129 of the Allegheny-Mohawk Labor Protective Provisions
130
- 131 I. Successorship – In the event that the Company is a party to any merger, purchase,
132 sale or acquisition, consolidation, reorganization or similar corporation transaction,
133 the Company will agree to use its best efforts to ensure that the purchaser
134 recognizes the Transport Workers Union as the sole bargaining agent of the
135 employees covered by this Agreement accepts the terms of the collective bargaining
136 Agreement then in effect and accepts the Transport Workers Union represented
137 employees transferred with such a transaction.
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ARTICLE 2 - DEFINITIONS

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141 A. "Employee" will mean an employee in the classifications covered by this Agreement.
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143 B. The term "Hereunder" as used in this Agreement will be construed to mean and read
144 "under all applicable provisions of this Agreement".
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146 C. "He" or any other pronoun used herein will be deemed and understood to designate
147 any employee hereunder, whether male or female.
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149 D. The word "Qualification" as used herein will mean all requirements and / or
150 qualifying tests, which may be deemed necessary by the Company for a particular
151 type of work to be performed.
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153 E. A "Crew" is defined as a group of employees in a particular shop working under one
154 Crew Chief.
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156 F. A "Shop" as referred to in this Agreement will be defined as, but not limited to, "the
157 area or work group that the particular employee is assigned to" i.e. aircraft
158 maintenance, line maintenance, inspections, base shop, avionics / instruments,
159 ground support, cleaners, sheet metal and stores.
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161 G. The term "License" as used herein will mean all requirements and / or qualifying
162 tests, which may be deemed necessary by the Company or governmental regulation
163 when applicable to the work performed by an employee.
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165 H. "Base Rate of Pay", "Base Hourly Rate", "Regular Pay", or "Pay As If Working" will
166 be defined as an employee's rate as shown in Article 4 including any applicable,
167 classification premium. The following are excluded from base rate of pay: license
168 premium, shift differential and higher capacity pay premium.
169
170 I. "Company Seniority Date" will be defined as the employee's hire date with the
171 Company.
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173 J. "Classification Seniority Date" will be defined as an administrative date that
174 determines the placement of an employee on the applicable pay step and scale.
175
176 K. "Title Group Seniority" or "Occupational Seniority" will be defined as the employee's
177 date of assignment in a title group and will accrue as outlined in the provisions of the
178 labor Agreement. Such occupational seniority will govern shift preference.
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180 L. The term "Emergency" will herein mean a sudden, generally unexpected occurrence
181 or set of circumstances demanding immediate action.
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183 M. The term "Temporary Duty Assignment" or "TDY" will herein mean a voluntary
184 assignment to a station or location other than the station in which the employee is
185 normally assigned in order to support operations for a known period of time.

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187 N. The term “Field Work” or “Field Trip” herein will mean an unexpected assignment of
188 limited duration, to a station or location outside an employee’s immediate work area.
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190 O. “Will” has the same meaning as “Shall”.
191
192 P. “Company” means American Eagle Airlines, Inc and Executive Airlines, Inc.
193
194 Q. “Successor” will include, without limitation, any assignee, purchaser, transferee,
195 administrator, receiver, executor, and / or trustee of the Company or of all or
196 substantially all of the equity securities and / or assets of the Company.
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198 R. “Successorship Transaction” means any transaction, whether single-step or multi-
199 step that provides for, results in, or creates a successor.
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201 S. “Affiliate”, as used in this Agreement means:
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203 1. Any entity that controls the Company or any entity that the Company controls and
204 / or
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206 2. Any other corporate subsidiary, parent, or entity controlled by or that controls any
207 entity referred to in S1 of this paragraph.
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209 T. “On Call” will mean an employee who has been instructed to remain or stand by at a
210 station, shop, hangar, or other location, in order to begin work immediately upon the
211 work becoming available.
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213 U. “Meet and Confer” will mean an obligation to meet and provide information relating
214 to a specific issue with the intent of resolving such issue.
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ARTICLE 3 - NON-DISCRIMINATION AND MANAGEMENT RIGHTS

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- A. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, age, color, race, religion, sexual orientation, disability, veteran status or national origin.
- 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 the Union.
- C. The rights of ownership, the management of the Company and the direction of the working forces, including the right to hire, discipline and discharge employees for just cause, promote, demote, transfer, layoff and recall, the right to direct, plan and control operations, and to establish and change work schedules, and the right to determine the type of work to be performed, and the right to introduce new and improved methods, equipment or facilities, and to change existing methods, equipment and facilities, and to determine the location of the Company's facilities, and the work to be done at each, and the number of employees, and the right to lease facilities or equipment, and the right to establish or change Company rules, and in general to maintain discipline and efficiency, are vested exclusively with the Company so long as the exercise of such rights will not be in conflict with the specific provisions of this Agreement.

ARTICLE 4 - COMPENSATION

During the period of this Agreement, the rates of pay for the classifications covered hereunder which are incorporated herein and made part of this Agreement.

A. Flexible Hiring Rates (Reference Letter K)

1. In the event that the Company, in its sole discretion, finds that any or all of its starting rates as specified below, are non-competitive with local market starting rates for similarly situated jobs, the Company may hire applicants in any classification(s) hereunder at any station, base or location at rates of pay higher than those starting rates specified below. As market conditions change, the Company may, at its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than previous starting rates; however, such starting rate may not be lower than the first step or higher than the maximum hourly rate in the applicable pay scale.
2. In those stations, bases or locations where higher starting rates of pay are designated in accordance with paragraph A1 above, all employees in that classification at that station, base or location who are receiving less than the new designated starting pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification in that station, base or location.
3. Any employee, who voluntarily transfers to a station, base or location that is not utilizing the Flexible Hiring rate at the time of transfer, will have his rate of pay reduced to the appropriate step, as if he had never received the Flexible Hiring rate. The same concept would apply for an employee who voluntarily transfers from a station, base or location that is not exercising the Flexible Hiring rate to a station, base or location that is utilizing the Flexible Hiring rate. In this case, the employee's pay rate would be adjusted to reflect the Flexible Hiring rate being exercised in that station, base or location.

B. Aviation Maintenance License Premium

1. Employees in the classifications of Inspector, Crew Chief, Maintenance Coordinator, Technical Crew Chief, Aircraft Maintenance Technician and Avionics Technician will receive a premium of one dollar and fifty cents (\$1.50) per hour for the first license held and an additional one dollar and fifty cents per hour for the second license held where the license(s) is required by the Company for the work performed. Regardless of the number of license(s) an employee may hold; i.e. Airframe, Powerplant or Avionics (also known as FCC) or the Company may require, the license premium pay will not exceed three dollars (\$3.00) per hour. The premium paid is to include accruals for sick pay, vacation pay and holiday pay. License premium pay will not be compounded in the computation of overtime rates.

288 C. Shift Differential

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290 1. An employee assigned to a shift which begins at or after 1500 (or the majority of
291 the shift hours are after 1500) and before 2000 will receive a shift differential of
292 twenty-five (25) cents per hour for all hours worked.

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294 2. An employee assigned to a shift which begins at or after 2000 (or the majority of
295 the shift hours are after 2000) and before 0500 will receive a shift differential of
296 forty-five (45) cents per hour for all hours worked.

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298 3. Shift differential will only be payable for actual hours worked (i.e., not included
299 with vacation, sick pay, etc) and will not be compounded in the computation of
300 overtime.

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302 D. Classification Premium

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304 1. An employee covered under this Agreement in the positions of Crew Chief,
305 Inspector, Maintenance Coordinator and Technical Crew Chief will receive one
306 dollar and fifty cents (\$1.50) per hour premium for all hours worked. Such
307 premium will be compounded in the computation of overtime.

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309 E. Rates of Pay

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311 1. During the duration of this Agreement, the regular rate of pay of the
312 classifications covered hereunder is specified below.

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314 2. For employees covered under this Agreement, progression from one step to the
315 next will be based on twelve (12) months of service in each step within a
316 classification.

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Title I - Aviation Maintenance

Step	DOS
1	\$12.03
2	\$12.94
3	\$13.87
4	\$14.78
5	\$15.70
6	\$16.63
7	\$17.55
8	\$18.47
9	\$19.38
10	\$20.30
11	\$21.22
12+	\$23.27

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Title II - Ground Support

Step	DOS
1	\$11.57
2	\$12.45
3	\$13.33
4	\$14.21
5	\$15.10
6	\$15.99
7	\$16.87
8	\$17.76
9	\$18.64
10+	\$19.52

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Title III - Aircraft Cleaner

Step	DOS
1	\$9.19
1.5	\$9.46
2	\$9.72
3	\$9.98
4	\$10.24
5	\$10.51
6	\$10.77
7	\$10.96
8	\$11.64
9	\$12.30
10	\$12.95
11	\$13.73
12+	\$15.30

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Title IV – Inventory Control

Step	DOS
1	\$10.24
1.5	\$10.51
2	\$10.77
3	\$11.03
4	\$11.29
5	\$11.56
6	\$11.82
7	\$12.23
8	\$12.69
9	\$13.35
10	\$14.00
11	\$14.78
12+	\$16.35

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ARTICLE 5 - VACATIONS

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- A. Employees hereunder will become entitled to and receive vacation allowances in accordance with the following:
 - 1. As used herein the term "Year" is used to mean a calendar year.
 - 2. As of December 31 of each year, each employee hereunder who has had one (1) year or more of active service with the Company will be entitled to a vacation period of two (2) weeks (80 hours) to be taken in the following year.
 - 3. As of December 31 of each year, each employee hereunder who has had five (5) years or more of active service with the Company will be entitled to a vacation period of three (3) weeks (120 hours) to be taken the following year.
 - 4. As of December 31 of each year, each employee hereunder who has had fifteen (15) years or more of active service with the Company will be entitled to a vacation period of four (4) weeks (160 hours) to be taken the following year.
 - 5. As of December 31 of each year, each employee hereunder who has had twenty (20) years or more of active service with the Company will be entitled to a vacation period of five (5) weeks (200 hours) to be taken the following year.
 - 6. An employee who, as of December 31 of any year, who has less than one (1) year of service with the Company will be entitled to a vacation with pay on the basis of six (6) hours and forty (40) minutes accrual for each month of active service with the Company for vacation to be taken in the following year.
- B. In any calendar month, fifteen (15) days or more of service with the Company will be considered a full month and less than fifteen (15) days will not be considered a full month. Fractions of one-half a day or more of earned vacation will be considered as entitling the employee to a full day's vacation and fraction of less than one-half a day will not be considered a full day.
- C. The pay for such vacation will be at the pay, which the employee would normally have, received at his base rate of pay including license premium.
- D. Preference in the period in which employees hereunder will be permitted to take their vacations will be granted at each station, base or location in order of Company Seniority.
- E. The Company will post requests for vacation preference for the following year on Company bulletin boards at each station, base or location no later than October 15th of each year and employees eligible will list their preference no later than November 15th. The posted vacation slots will include at least one (1) slot for each week of the year. The Company will round to the nearest whole number (up) to determine the number of weeks to be provided thereafter. The actual number of slots per week will

393 be determined exclusively by the Company. The vacation periods will be assigned
394 and posted on Company bulletin boards no later than December 1st. Any employee
395 not expressing a preference will be assigned a vacation. The Company and Local
396 Union will have the option to establish station bidding procedures, provided they do
397 not conflict with Article 5D.
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399 1. Upon an employee's request, holidays recognized by this Agreement which fall
400 within a vacation period will not be considered as part of the vacation. Holidays
401 falling within a vacation period may, at the employee's option be taken by
402 extending the vacation period one (1) day for each holiday.
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404 2. Vacation schedules will be arranged by the Company to provide vacations at
405 employee's convenience and preference as to date in order of Company
406 Seniority, except the maximum number released at one time from a crew or
407 classification will be limited by the requirements necessary to maintain efficient
408 operation of the respective crews. Where there are ten (10) or more employees
409 in a crew, at least two (2) employees will be permitted to take their vacation at
410 the same time.
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412 3. The actual days of vacation during any bid vacation period will begin on the
413 employee's first scheduled workday following his scheduled days off.
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415 F. An employee covered by this Agreement that resigns and has given the Company
416 fourteen (14) days advance notice will be entitled to his earned vacation pay. This
417 notice provision may be waived by the Company. Upon death, the estate of an
418 employee covered by this Agreement will be paid in a lump sum for all accrued and
419 unused vacation.
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421 G. Upon retirement, an employee covered by this Agreement who has accrued and
422 unused vacation will receive a lump sum payment for his accrued vacation.
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424 H. The Company reserves the right to cancel vacation if necessary to maintain service
425 and will give as much advance notice as possible to the employee, but at least two
426 weeks. In the event that an employee's vacation has been cancelled by the
427 Company, the employee will select, at his option to:
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429 1. Reschedule his unused vacation during the same calendar year, if a slot is
430 available, or
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432 2. Be paid for his vacation period, or
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434 3. Carry his unused vacation over to the following year.
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436 I. Vacation allowance will not be cumulative and vacation time to which an employee
437 becomes entitled on December 31 of any year will be forfeited unless taken during
438 the following year, unless the employee is requested by the Company in writing to
439 forego his vacation during the year in which it is to be taken.

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- J. The Company will permit an employee to request up to forty (40) hours Personal Vacation Days. Personal Vacation Days (PVD) are defined as vacation days accrued in the current year for use next year to be taken in advance for the current year. The days would then be deducted from next year's vacation allocation. The days will be granted if manning permits.
- K. Employees called to active military duty shall have the option to be paid any unused vacation prior to their deployment or bank the unused vacation for use upon their return.

ARTICLE 6 - HOLIDAYS

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A. The following holidays will be observed and compensated for as such at the regular base rate of pay for eight (8) hours:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The above holidays will be observed on State and National Observance designated days. In addition to the preceding holidays each employee will be entitled to one Floating Holiday, to be designated at any time during the year by the employee with at least 14 days notice and will be granted in order of seniority at the fourteen (14) day cutoff based upon operational requirements. (Reference Letter W)

B. An employee required to work on any of the above holidays will receive double the base rate of pay (including shift differential) for all hours actually worked and if the employee works less than eight (8) hours, straight time for the difference between the hours actually worked and eight (8) hours.

C. Except as provided in Article 5, Vacations, if any of the above holidays falls on an employee's day off, his next workday will be observed as the holiday.

D. Payment for a holiday as such will not be made to an employee on a leave of absence or to an employee scheduled to work on such holiday who is not excused from work and who fails to report to work as scheduled.

E. No employee will be required to report for duty on a paid holiday except when absolutely required for the operation.

F. The Company will provide an option for the employee to request compensatory time off in lieu of holiday pay. The Company will agree to such request based on operational requirements. The employee must elect this option no later than the actual holiday, in writing. The compensatory day will require Supervisor approval, must be requested at least seven (7) days in advance and, if approved, those first four (4) holidays of the calendar year (New Years, Memorial, Independence, Labor Day) must be taken no later than November 15 of that year. Compensatory time requested for the Thanksgiving and Christmas holidays must be taken no later than March 31 of the subsequent year; however, the employee may request to be paid out for any compensatory time associated with the Thanksgiving and Christmas holidays, prior to March 31. Pay for compensatory time will be at the employee's base rate of pay (excluding shift differential).

G. Employees on a 10 hour 4-day workweek:

1. Employees working their holiday will receive ten (10) hours of HW pay.

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2. Holiday worked (HW)

An employee required to work on a holiday, or a day designated as a holiday will, with management's approval, have the option of taking time off in lieu of holiday pay (one hour off for each hour worked).

3. Holiday off (HO)

An employee who is scheduled off on a holiday will be paid for the holiday at the normal daily rate (10 hours).

4. Holiday falling on a scheduled day off

If a holiday falls on an employee's regularly scheduled day off, the employee's next scheduled work day becomes the holiday, and is treated as in (1) or (2) above.

ARTICLE 7 - SICK LEAVE / ON THE JOB INJURY

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- A. Sick leave is that time granted to an eligible employee who is incapacitated for the performance of his regular duties by sickness or injury arising from non-occupational causes.
- B. A full-time employee who completes six (6) months of active service with the Company will be credited with forty-eight (48) hours of sick leave for the calendar year in which the six (6) month period is completed.
- C. Upon being credited with the applicable forty-eight (48) hours of sick leave, as mentioned in paragraph B above, an employee will thereafter accrue four (4) hours of sick leave for each calendar month of active service with the Company up to a maximum of forty-eight (48) hours in any calendar year. Such sick leave accrued during a calendar year will not be used prior to February 1 of the following year.
- D. Unused sick leave will be cumulative up to a maximum of seven hundred twenty (720) hours.
- E. The sick leave provided under this Article 7 will be payable only in cases of bona fide illness or injury from non-occupational causes which result in the employee's incapacitation for the performance of his regular duties. Such sick leave will be paid in the following manner:
 - 1. Payment of sick leave will be the pay for the regular daily schedule of working hours, for those days which the employee would have worked but for the disabling sickness or injury, calculated at the applicable base rate of pay including license premium. Such payment will commence from the first (1st) work day's absence and will continue until the employee's accrued sick leave is exhausted.
 - 2. Any full time employee who has reached three hundred thirty-six (336) hours in his sick bank may convert forty (40) hours of sick leave into forty (40) hours of vacation time to be taken in a one (1) week block or into one day increments (one (1) day increments must have management approval). Such vacations will be bid after all regular vacation bids (Article 5) have been awarded.
- F. The Company acknowledges an employee's right to use sick time for the intended purpose. In accordance with Company policy, the use of sick time will not be subject to disciplinary action unless there is evidence to substantiate abuse.
 - 1. It will be the responsibility of the employee who will be absent from work due to illness or injury to report the facts to his immediate supervisor at least one (1) hour prior to normal shift starting time in accordance with local procedures.

- 561 2. While it is not the policy of the Company to require a medical confirmation of
562 illness, the Company reserves the right to require such medical confirmation
563 whenever circumstances indicate abuse of sick leave or excessive absenteeism.
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- 565 G. Injury on duty benefits will be in accordance with the applicable worker's
566 compensation laws.
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- 568 H. An employee who has completed twelve (12) years of AE TWU seniority and has a
569 minimum of 240 hours in his / her sick bank will be paid twenty-five (\$25) dollars per
570 day for all credited sick time upon retiring or voluntary resigning (excludes an
571 employee on any step of the advisory stages under ACP within the last twelve (12)
572 months). Increments less than a full day will not be paid.
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ARTICLE 8 - PHYSICAL EXAMINATIONS

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- A. Any employee hereunder who fails to pass a Company physical examination may, at his option, have a review of his case as outlined below.
 - 1. Within fifteen (15) days he may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination was made by the medical examiner employed by the Company.
 - 2. A copy of the findings of the medical examiner chosen by the employee will be furnished to the Company within fifteen (15) days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case will be afforded.
 - 3. In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third, qualified and disinterested medical examiner, preferably a specialist for the purpose of making a further physical examination of the employee.
 - 4. Such three (3) medical examiners, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested medical examiner approved by the Company medical examiner and the employee's medical examiner will constitute a board of three (3), the majority vote of which will decide the case.
- B. If the majority opinion of the Board of three (3) medical examiners upholds the employee's case, he will be restored to his former job and be paid for time lost, at his base rate of pay, less any amount he may have received as compensation during the interim period.
- C. The expense of employing the disinterested medical examiner will be borne one-half (1/2) by the employee and one-half (1/2) by the Company. Copies of such medical examiner's report will be furnished to the Company and to the employee.
- D. The above procedures do not apply in the case of time sensitive examinations, such as random drug testing, when required by law or approved Company plan.
- E. In instances where the Company requires an examination by a specialist to make the initial determination as stated in paragraph A above, such costs will be borne by the Company.

ARTICLE 9 - SENIORITY

- 619
620
621 A. Company Seniority will commence with the effective day of placement on the payroll.
622
623 B. All references in this Agreement to seniority will mean Title Group Seniority, also
624 referred to as Occupational Seniority except where specific reference is made to
625 Company Seniority or Classification Seniority.
626
627 C. Occupational Seniority will begin to accrue from the date of first assignment to a
628 Classification, including paid training, within any of the Title Groups enumerated in
629 Article 10 of this Agreement.
630
631 D. If an employee is transferred from one station to another, his seniority will not be
632 broken.
633
634 E. Occupational Seniority will govern all employees hereunder in the case of shift
635 preference (hours / days off), promotion, demotion, transfer, retention in case of
636 reduction in force, and re-employment after release due to reduction in force,
637 provided that the employee's qualifications are sufficient for the conduct of the work
638 in the Classification to which he is assigned.
639
640 F. The parties agree to the establishment of an accurate seniority list for the Title
641 Groups covered by this Agreement, including Company, Classification, and
642 Occupational Seniority. Such list will updated regularly and posted electronically.
643
644 G. Resignation, discharge for just cause, or failure to accept recall from layoff will result
645 in forfeiture of seniority and all rights thereto.
646
647 H. An employee or the Union may protest any omission or incorrect posting affecting
648 any employee's seniority within thirty (30) days after electronically posting of the
649 seniority list, except that an employee on a leave of absence in accordance with
650 Article 16 of this Agreement will have thirty (30) days from the date of return to duty.
651
652 I. An employee who, as of the date of this Agreement, accepts a position with the
653 Company outside the bargaining unit will retain but not accrue his seniority. Such an
654 employee may return to his former Title Group and station, if a vacancy exists, upon
655 thirty (30) days written notice. The Company may elect to defer for an additional
656 thirty (30) days at its discretion as long as it does not hold the employee beyond (13)
657 months from the day he left the bargaining unit. If such employee works outside the
658 bargaining unit over thirteen (13) months, he will forfeit all seniority.
659
660 J. When a volunteer is required for a Special Assignment outside the bargaining unit
661 the company and the Local Union President or his designee will meet and confer
662 regarding such assignment and anticipated duration.
663

- 664 K. An employee who accepts an acting assignment as a manager or supervisor with
665 the Company (MPR) will not exceed a period of ninety (90) days for all time worked
666 in any calendar year.
667
- 668 1. Any extension will be made only by agreement between the Company and Union
669 in writing.
670
 - 671 2. An employee who exceeds ninety (90) days in any calendar year will forfeit all
672 Occupational Seniority unless extended per this article.
673
 - 674 3. The Company will provide to the Local TWU President a monthly report of those
675 employees receiving MPR.
676
- 677 L. An employee having Title Group seniority who permanently transfers at his own
678 request to a Classification in another Title Group (under either this Maintenance
679 Agreement or the Fleet Service Agreement) will retain seniority in the Classification
680 and Title Group from which he transferred for a period of time not exceeding his
681 service in the former Title Group. Such retained seniority may be exercised only in
682 the event of a reduction in force pursuant to the provisions of Article 15.
683
- 684 M. In the event several employees are hired on the same date and have the same
685 Occupational Seniority date, the following agreed upon procedure should be used to
686 determine proper placement:
687
- 688 1. Occupational Seniority / AE Transport Workers Union
 - 689 2. Company Seniority
 - 690 3. Date of Birth
- 691

ARTICLE 10 - CLASSIFICATIONS AND QUALIFICATIONS

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- A. Employees covered by this Agreement will be assigned to a Classification within one of the following Title Groups:
 - 1. Title I - Aviation Maintenance
 - 2. Title II - Ground Support
 - 3. Title III - Aircraft Cleaner
 - 4. Title IV – Inventory Control

- B. The Classifications included in Title I - Aviation Maintenance include:
 - 1. Inspector - Quality Control
 - 2. Aircraft Maintenance Crew Chief
 - 3. Maintenance Coordinator
 - 4. Technical Crew Chief
 - 5. Aircraft Maintenance Technician
 - 6. Avionics Technician
 - 7. Tool and Die Maker
 - 8. Repairman

- C. The Classifications included in Title II - Ground Support Technician include:
 - 1. Ground Support Crew Chief
 - 2. Ground Support Technician

- D. The Classifications included in Title III - Aircraft Cleaner include:
 - 1. Aircraft Cleaner Crew Chief
 - 2. Aircraft Cleaner

- E. The Classifications included in Title IV - Inventory Control include:
 - 1. Inventory Control Specialist Crew Chief
 - 2. Inventory Control Specialist

- F. The Classification descriptions set forth are incorporated herein and made part of this Agreement. These classification descriptions are not intended to be all-inclusive; however, any additional duties assigned must be directly related to the employee's assigned classification.

- G. The Company may assign an employee in a higher or lower Classification for a period not to exceed thirty (30) consecutive days. If the position is for a period of thirty-one (31) days or longer it will be considered a vacancy and will be filled in accordance with Article 14.

- 738 H. The Company agrees that an employee assigned to a lower Classification will be
739 compensated at his base rate of pay. An employee assigned a higher Classification
740 will receive the base rate of pay associated with the higher classification.
741
- 742 I. In a station where the operation does not require a Maintenance Coordinator, the
743 Crew Chief may assume the responsibilities of the Maintenance Coordinator. The
744 Company agrees to meet and confer with the Union on operational changes that
745 may drive the need for a Maintenance Coordinator at that station.
746

747 CLASSIFICATION DESCRIPTIONS

748

749 J. INSPECTOR - QUALITY CONTROL

750

- 751 1. The Inspectors are responsible to perform the required inspections in accordance
752 with Federal Aviation Regulations and Company procedures to ensure the
753 continuous airworthiness of the aircraft operated by the Company under the
754 applicable Federal Aviation Regulations.
755
- 756 2. Works according to Federal Aviation Administration and Company regulations
757 and procedures.
758
- 759 3. Coordinates with Maintenance Crew Chiefs and Supervisors to ensure the timely
760 and satisfactory completion of work assignments.
761
- 762 4. The position may be delegated to qualified personnel within Title Group I when it
763 is impossible, impracticable or unreasonable to assign a Quality Control
764 Inspector to the job in question. A designated inspector will not inspect or “buy
765 back” any maintenance work that he has accomplished. While he is performing
766 the duties of a “Designated Inspector,” he is in the chain of command of the
767 Quality Control Department.
768
- 769 5. The Quality Control Inspector reports to the Chief Inspector.
770
- 771 6. Inspectors may also be assigned to Shops as required by Management.
772
- 773 7. Any checks, inspections, and tests performed by an Inspector may be made after
774 an aircraft and / or any component has been in service, when Aircraft
775 Maintenance personnel have performed or are performing service, overhaul,
776 modification, or fabrication operations and have certified their own workmanship,
777 or prior to the release of an aircraft and / or any components into service.
778
- 779 8. RESPONSIBILITIES
- 780 a. Involved in inspection and maintenance effort for a given shift.
781
- 782 b. Arranges for or makes the necessary inspections of aircraft as required by
783 work cards or any time there is a Required Inspection Item.
784

ARTICLE 10 - CLASSIFICATIONS AND QUALIFICATIONS

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- c. Performs surveillance of parts and material from vendors to ensure proper certification source of quality of parts, components and materials purchased by the Company. Also, performs special projects such as aircraft acquisitions, modification and overhauls performed by outside agencies.
- d. Reviews component reliability problems with Maintenance and Reliability Analyst and coordinates corrective action with purchasing when vendor product quality is not within acceptable standards.
- e. Assists with the audit of vendors requested by Management. Written reports indicating approval or disapproval will be forwarded to the Chief Inspector within prescribed time limitation.
- f. Coordinates Quality Control procedures relative to acceptance and conformity inspections or uncertified parts obtained from sources other than the original manufacturers.
- g. Performs "on site" Quality Control monitoring of work performed on purchased and leased aircraft, as assigned by the Chief Inspector.
- h. Monitors workmanship and materials to verify that the Company and Federal Aviation Administration rules, regulations and standards are complied with.
- i. Monitors proper completion and preservation of required aircraft and related records.
- j. When directed, conducts audits of the line maintenance stations and records section, parts department, vendor and contract maintenance facilities, tools and test equipment.
- k. Audits actual repair and overhaul work operations to ensure reliable performance.
- l. Monitors compliance with Federal Aviation Regulations and Airworthiness Directives.
- m. Performs Required Inspection Item inspections.
- n. Performs on the job training as determined by the Company.
- o. Will be required to perform nondestructive testing and borescope inspections.
- p. Assures that their work area is maintained in a safe and orderly manner at all times.

K. CREW CHIEF

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1. The Crew Chief will be responsible to management for the overall performance of the employees assigned to his crew, and the timely and satisfactory completion of work assignments, by insuring that:
 - a. Management instructions are promptly and correctly complied with.
 - b. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
 - c. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
 - d. Required forms, records, reports and other paperwork are completed legibly and correctly.
 - e. Employees assigned to his crew use only those vehicles, tools and equipment on which the Company has determined them to be qualified.
 - f. Assigned equipment is in proper operating condition, scheduled for maximum utilization and operated for the purpose intended.
 - g. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.
2. The Crew Chief will be responsible to management for insuring compliance with all Company policies, including those relating to personal conduct while on the job by those employees assigned to him.
3. A maximum of fifteen (15) people per shift may be assigned to any one (1) Crew Chief at a time.
4. Will communicate with other Company personnel as required in a manner designated by the Company.
5. The Crew Chief may be required to demonstrate proper work methods, conduct on-the-job or classroom training, conducts meetings or indoctrinate employees in new or revised operational procedures.
6. In addition to the above, the Crew Chief will, upon request, assist management in areas such as:
 - a. Periodic evaluation of operating requirements and performance.
 - b. Operational Planning and Scheduling

- 879 c. Evaluation of training methods and techniques.
880
881 d. Evaluation of equipment, vehicles and tools.
882
883 e. Performance appraisal of employees providing oral advice and comments.
884
885 7. The Crew Chief will be qualified in the duties of his classification and will be
886 capable of performing those duties. He will assist his assigned crew in the
887 performance of their duties, provided that such assistance does not interfere with
888 the performance of his primary responsibilities as described above. While he is
889 performing such duties, his primary responsibilities will not be assumed by
890 others. However, the above provisions do not preclude management from
891 directing individual employees under non-routine circumstances or, in the
892 absence of the Crew Chief from the immediate work area.
893
894 8. Assures that their work area is maintained in a safe and orderly manner at all
895 times.
896

897 L. MAINTENANCE COORDINATOR
898

899 1. RESPONSIBILITIES:
900

- 901 a. Monitors radios and responds to pilot and aircraft maintenance related calls.
902 Maintains a log of all reported aircraft discrepancies.
903
904 b. Keeps computer updated promptly and accurately on the status of line
905 aircraft. Updates in the RGO must be made at least five (5) minutes before
906 decision times. The RGO must be updated with the particular task being
907 accomplished, making this information available to all concerned
908 departments.
909
910 c. May assist personnel as necessary to accomplish all maintenance functions
911 in accordance with Company maintenance manuals, policies and procedures
912 and applicable Federal Aviation Regulations.
913
914 d. Responsible for safe, economical, and on-time operation of Company aircraft
915 by coordinating and controlling line maintenance in accordance with
916 Company policies.
917
918 e. Coordinates all movement of entire aircraft fleet by keeping in contact with
919 hangar and line Crew Chiefs.
920
921 f. Calls for authorization of minimum equipment list deferrals, configuration list
922 deferrals, and deferred maintenance items and relays that information to
923 Aircraft Maintenance Technicians. (Aircraft Maintenance Technicians may
924 also perform this function.)
925

- 926 g. Provides workloads with all scheduled checks, oil checks, and list of
927 scheduled required maintenance on all aircraft provided by maintenance
928 planning.
929
- 930 h. Coordinates with Crew Chiefs and Operations agents about any possible
931 swaps or delays to clear pilot discrepancies, minimum equipment list deferrals
932 or periodic service checks to set decision times.
933
- 934 i. Enters into computer all scheduled periodic service checks and oil checks
935 that have been complied with.
936
- 937 j. Accurately answers maintenance delays with on / off times and corrective
938 action.
939
- 940 k. Turnover ongoing maintenance to next Coordinator or Supervisor.
941
- 942 l. Assures that their work area is maintained in a safe and orderly manner at all
943 times.
944

945 M. TECHNICAL CREW CHIEF

946 1. PURPOSE

947
948 The purpose of the Technical Crew Chief is to provide technical assistance,
949 guidance, training and administrative support to the Maintenance and Engineering
950 department.
951

952 2. JOB DESCRIPTION

953 The Description of the Technical Crew Chief will, in addition to the Crew Chief
954 classification description outlined in this Agreement, include the following:
955

- 956
- 957 a. Performs and provide guidance and assistance in trouble-shooting and
958 technical assistance to the employee or employees assigned.
959
 - 960 b. Provides instruction, either classroom or on the job, relating to aircraft
961 systems and / or ground support.
962
 - 963 c. Ensures that forms, delay reports, logbooks, work cards and related
964 paperwork are completed correctly.
965
 - 966 d. Maintains knowledge of, and work with manuals, supply / parts catalogs,
967 minimum equipment lists and Company records.
968
 - 969 e. Assures that their work area is maintained in a safe and orderly manner at all
970 times.
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3. QUALIFICATIONS

- a. Must possess an Airframe and Powerplant license.
- b. Must have a minimum of one (1) year of experience as an Aircraft Maintenance Technician.
- c. Demonstrates procedures and techniques in troubleshooting and repair of the Company's aircraft, powerplants and components, utilizing the manufacturer's aircraft manuals.
- d. Demonstrates proficiency in the use of manuals, supply / parts catalogs, minimum equipment lists, and wiring diagrams.
- e. Demonstrates the proficiency in group and / or individual instruction.
- f. Demonstrates administrative proficiency in the completion and comprehension of Company records.

N. AIRCRAFT MAINTENANCE TECHNICIAN

- 1. The work of an Aircraft Maintenance Technician includes all work generally recognized as Aircraft Maintenance Technicians work performed on an aircraft or in a shop on aircraft components.
- 2. The Aircraft Maintenance Technician reports to their Crew Chief and works in accordance with Federal Aviation Administration and Company policies, regulations, procedures and instructions from his Crew Chief.

3. RESPONSIBILITIES

- a. Aircraft Checks
- b. Dismantling, overhauling, repairing, fabricating, assembling, welding and erecting all parts of aircraft, airframe, engines, radio equipment, instruments, electrical systems, heating systems, cooling systems, hydraulic systems and machine tool work in connection therewith.
- c. Test and inspect parts, subassemblies or completed assemblies, including Company aircraft to the extent necessary to determine, accomplish and approve his own work.
- d. Employees may be required to conduct and perform on the job training (OJT) as determined by the Company.
- e. If qualified, taxiing, towing, and run-up of aircraft for maintenance purposes.

- 1020 f. Completes required paperwork and computer entries as required for all
1021 maintenance performed.
1022
1023 g. Assures that their shop / work area is maintained in a safe and orderly
1024 manner at all times.
1025
1026 h. Communicates with other Company personnel as to the status of their
1027 assigned task.
1028
1029 i. Hazardous conditions, unsafe practices, improperly functioning equipment
1030 and tools are immediately brought to the attention of the crew chief and / or
1031 management.
1032

1033 O. AVIONICS TECHNICIAN
1034

- 1035 1. The Avionic Technician reports to their Crew Chief / Supervisor and works in
1036 accordance with Federal Aviation Administration and Company policies,
1037 regulations, procedures and instruction from his Crew Chief.
1038

1039 2. RESPONSIBILITIES
1040

- 1041 a. The Avionics Technician's responsibilities include the troubleshooting,
1042 replacement, modification, inspection, functional testing and maintenance of
1043 all installed or removed avionics system components, wiring and sub-
1044 assemblies.
1045
1046 b. Assures that their work area is maintained in a safe and orderly manner at all
1047 times.
1048
1049 c. Communicate with other Company personnel as to the status of their
1050 assigned task.
1051

1052 3. QUALIFICATIONS
1053

- 1054 a. Must possess an Airframe and Powerplant License. FCC license preferred
1055 but not required.
1056
1057 b. Must demonstrate ability and knowledge in the following areas:
1058
1059 i. Demonstrate procedures and techniques in troubleshooting and repair of
1060 the Avionics and electrical systems / components.
1061
1062 ii. Demonstrate proficiency in the use of manufacturer manuals, especially
1063 wiring diagrams.
1064

1065 P. TOOL AND DIE MAKER
1066

- 1067 1. The work of the tool and die maker is to produce drawings and fabricate tooling,
1068 test rigs and / or equipment as directed. In addition, the tool and die maker will
1069 assist aircraft maintenance in any aircraft machining, such as:
1070
1071 a. Oversees all machining and fabricating within the machine shop.
1072
1073 b. Fabricates and machine required tooling and / or parts in a timely manner.
1074
1075 c. Assures the machine work area is maintained in a safe and orderly manner.
1076
1077 d. Performs other duties (tool and die) as directed by supervisory personnel.
1078

1079 2. QUALIFICATIONS:
1080

- 1081 a. Must possess or be working toward a repairman's certificate issued by an
1082 appropriate regulatory authority. Two (2) years of formal training in the
1083 machinist craft or equivalent experience in a related field. The ability to work
1084 from production and manufacturing drawings, blueprints, and / or sketches.
1085

1086 Q. REPAIRMAN
1087

- 1088 1. The Repairman reports to their Crew Chief / Supervisor for the repair, overhaul,
1089 inspection and functional testing of aircraft and components and / or sub-
1090 assemblies removed from Company aircraft.
1091
1092 2. Additional specific responsibilities are as follows:
1093
1094 a. Assures that the shop / work area is maintained in a safe and orderly manner
1095 at all times.
1096
1097 b. Designs, procures sub-assemblies and builds special test equipment or
1098 tooling as required.
1099
1100 c. Provides direct support to line maintenance in any capacity required.
1101
1102 d. Interfaces with Engineering for continuous product improvement.
1103
1104 e. Works closely with the Inspection Department to ensure compliance with
1105 Company policies and procedures as well as applicable Federal Regulations.
1106

1107 R. GROUND SUPPORT TECHNICIAN
1108

- 1109 1. Reports to the Ground Support Crew Chief / Supervisor.
1110

1111 2. RESPONSIBILITIES
1112

- 1113 a. Fabricating, operating, servicing, cleaning of parts, painting, maintaining,
1114 troubleshooting, repairing and overhauling all types of ground equipment and
1115 subassemblies, including cars, trucks, vans, busses, tractors, tugs, ground
1116 power units, preheaters, deicers, carts, towbars and any other kind of ground
1117 support equipment.
1118
1119 b. Receiving, mixing and transporting of deicing fluid; cleaning, maintaining and
1120 repair of ground support shops and their fixtures, tools and equipment;
1121 implementation of preventive maintenance programs; providing informal
1122 instruction and advise to equipment operators; completing all required
1123 paperwork or data entry required to keep records of the work and other duties
1124 of a general utility nature as assigned.
1125
1126 c. Communicates with other Company personnel as to the status of their
1127 assigned task.
1128
1129 d. Employee may be required to conduct and perform on the job training (OJT)
1130 and will also communicate with other Company personnel as determined by
1131 the Company.
1132

1133 S. AIRCRAFT CLEANER
1134

- 1135 1. Reports to their Crew Chief / Supervisor and works according to Company
1136 regulations, procedures and instructions from the Crew Chief.
1137

1138 2. RESPONSIBILITIES
1139

- 1140 a. Ensures that all aircraft are maintained to present a professional appearance
1141 to the public.
1142
1143 b. Responsible for cleaning and polishing aircraft exteriors.
1144
1145 c. Cleans and stocks interior of aircraft with magazines, briefing cards,
1146 emergency sacks and / or other promotional materials where required.
1147
1148 d. Cleans hangars and removes trash from work areas.
1149
1150 e. Cleans ground equipment and assigned facility areas.
1151

1152 T. INVENTORY CONTROL SPECIALIST
1153

1154 1. FUNCTION
1155

1156 The work of an Inventory Control Specialist includes all work generally recognized
1157 as Inventory Control work performed by Stores.
1158

1159 The Inventory Control Specialist reports to the Inventory Control Specialist Crew
1160 Chief or Stores Supervisor in those locations where an Inventory Control Specialist
1161 Crew Chief is not available, and works in accordance with Federal Aviation
1162 Administration and Company Regulations & Procedures, and instructions from his
1163 Inventory Control Specialist Crew Chief or Supervisor.
1164

1165 2. RESPONSIBILITIES

1166

- 1167 a. Receiving, disbursing, shipping of supplies, tools, free stock and aircraft parts.
1168
- 1169 b. Stocking, storing, stock chasing, issuing and performing physical inventory of
1170 materials charged to Stores.
1171
- 1172 c. If trained & qualified, may be responsible for repair orders, work orders, and
1173 tear down reports.
1174
- 1175 d. Identifies errors in paperwork, data entry, bin quantity discrepancies,
1176 computer data entry, and refers them to his Crew Chief or Supervisor.
1177
- 1178 e. Reports overdue items and shortage to his Crew Chief or Supervisor.
1179
- 1180 f. Exchanges information with authorized maintenance and records personnel.
1181
- 1182 g. Keeps stockroom and adjacent work areas clean and orderly.
1183
- 1184 h. Stores items according to Company, fire safety, and “good housekeeping”
1185 regulations and practices.
1186
- 1187 i. Performs all aspects of the job in a safe manner.
1188
- 1189 j. Obtaining, through the Company, Department of Transportation qualifications
1190 and remaining current throughout tenure.
1191
- 1192 k. Performs accurate data entry in Company computer systems.
1193
- 1194 l. Delivering materials to and from the facility as determined by the Company.
1195
- 1196 m. Setting up or tearing down facilities to carry out duties and associated
1197 miscellaneous activities to accomplish such operations.
1198
- 1199 n. Assures that their work area is maintained in a safe and orderly manner at all
1200 times.
1201
- 1202 o. Employee may be required to conduct and perform on the job training (OJT).
1203

ARTICLE 11 - OVERTIME

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- A. Overtime, computed and adjusted to the nearest six-minute unit of work (tenths) will be paid.

- B. Daily Overtime:
 - 1. Employees working eight (8) hour shifts:
 - a. One and one-half (1-1/2) times the base rate of pay for each hour worked in excess of eight (8) hours.
 - b. Two (2) times the base rate of pay for each hour worked in excess of twelve (12) hours.
 - c. An employee hereunder will not be entitled to overtime rates until he has worked eight (8) hours in the workday, including time worked before or after his regular shift.
 - 2. Employees working ten (10) hour four-day work week:
 - a. One and one half (1-1/2) times the base rate of pay for each hour worked in excess of ten (10) hours.
 - b. Two (2) times the base rate of pay for each hour worked in excess of fourteen (14) hours.
 - c. An employee hereunder will not be entitled to overtime rates until he has worked ten (10) hours in the workday, including time worked before or after his shift.

- C. Weekly Overtime: Time worked on an employee's regularly scheduled days off will be considered overtime and will be paid as follows:
 - 1. Employees working eight (8) hour shifts:
 - a. One and one-half (1-1/2) times the base rate of pay for hours worked on an employee's scheduled day off. Two (2) times the base rate of pay for each hour worked in excess of eight (8) hours.
 - b. Time paid for and not worked on a holiday will be considered as time worked for purposes of computing overtime.
 - c. Double the base rate of pay for time worked on an employee's second or subsequent scheduled day off provided he has worked his first or subsequent scheduled day off as overtime and has worked forty (40) hours, including CS, (exclusive of daily overtime) during his regularly scheduled workweek.

1251
1252 2. Employees working ten (10) hour four- day workweek
1253
1254 a. One and one half (1-1/2) times the base rate of pay for hours worked on an
1255 employee's scheduled day off. Two (2) times the base rate of pay for each
1256 hour worked in excess of ten (10) hours.
1257
1258 b. Time paid for and not worked on a holiday will be considered as time worked
1259 for purposes of computing overtime.
1260
1261 c. Double the base rate of pay for time worked on an employee's second or
1262 subsequent scheduled day off provided he has worked his first or subsequent
1263 scheduled day off as overtime and has worked forty (40) hours, including CS,
1264 (exclusive of daily overtime) during his regularly scheduled workweek.
1265
1266 D. Shift differentials will not be compounded in the calculation of overtime rates.
1267
1268 E. Overtime work will be distributed in seniority order among the employees qualified to
1269 perform the work necessitating overtime as equitably as practicable. The Company
1270 and the Union will "meet and confer" to develop a distribution method for each work
1271 location.
1272
1273 F. Exchange of shift and day off trades (CS):
1274
1275 1. An employee working an exchange of shifts or days off will be paid at his base
1276 rate of pay for the new schedule. If an employee works additional hours at
1277 Company request in conjunction with an exchange of shifts or days off, overtime
1278 provisions hereunder will apply.
1279
1280 2. If overtime on any workday or any workweek is due to an authorized exchange of
1281 days off or shifts by employees (which must be approved in advance by the
1282 appropriate supervisor), said time will be compensated at his base rate of pay;
1283 provided, however, any continuous work, exclusive of meal periods in excess of
1284 eight (8) hours on an eight hour shift or ten (10) hours on a ten hour shift will be
1285 paid for at the overtime rates provided in Paragraphs B and C of this Article.
1286
1287 G. An employee whose overtime working period continues into the following day will
1288 continue to receive overtime rates for all overtime so worked.
1289
1290 H. If any work period continues so that its termination will fall within seven and one-half
1291 (7-1/2) hours prior to the commencement of the employee's regular shift in the
1292 succeeding workday, he will receive pay for all time worked during his regular shift
1293 on the succeeding workday at the rate of time and one-half his regular hourly rate.
1294
1295 Example: An employee's normal daily shift starts on Thursday at 07:30 AM and ends
1296 at 06:00 PM. He worked overtime and punched out at 12:00 AM. His next normal
1297 day to work is Friday at 07:30 AM and will get paid at time and one-half his regular

1298 hourly rate of pay i.e. when he punched out he was within 7 ½ hours of his next
1299 scheduled workday.
1300
1301 I. No overtime will be worked except by direction of the proper supervisory personnel
1302 of the Company, except in cases of emergency and when prior authority cannot be
1303 obtained.
1304
1305 J. In no event will any employee covered hereunder receive more than double his base
1306 rate of pay (excluding shift differentials) under this Agreement.
1307
1308 K. In the event of an emergency or when there are an insufficient number of employees
1309 being available, the Company will assign employees in inverse order of seniority to
1310 perform such work. The Company will use its best efforts to provide employees a
1311 minimum of two (2) hours' notice in writing.
1312
1313 L. When an employee covered by this Agreement has been relieved for the day and is
1314 recalled to work, or works on his regularly scheduled days off, he will be paid not
1315 less than two (2) hours at his base rate of pay.
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ARTICLE 12 - PROBATIONARY PERIOD

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- A. New employees will be considered on probation for the first six (6) months of active service. Probationary employees may be disciplined or discharged without having recourse to the grievance and arbitration provisions of this Agreement.
- B. Probationary employees will be assigned a shift and work group by the Company. New employees will bid a shift on succeeding shift bids, but may not change work areas until completion of probationary period.
- C. No probationary employees will work in a Crew Chief or Inspector capacity.
- D. Employees on probation will have the right to Union representation, and may file a grievance based on alleged violations of the Agreement excluding discipline and discharge.

ARTICLE 13 - HOURS OF WORK

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- A. The workday will consist of a twenty-four (24) hour period beginning at 12:00 o'clock midnight and a regular day's work will consist of eight (8) hours, exclusive of meal periods.
- B. The basic workweek (and pay week) will consist of:
 - 1. Seven (7) days beginning at 12:01 a.m. Saturday and the regular weekly work schedule will consist of five (5) workdays of eight (8) hours each within the workweek.
 - 2. Each employee will be scheduled two (2) days off during each workweek. The Company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days will be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they will be two (2) consecutive days. Nothing herein will prohibit the Company from scheduling Friday and Saturday as the two (2) consecutive days off; (provided that when this is done Friday will be considered the first scheduled day off and Saturday will be considered the second scheduled day off for purposes of overtime, in accordance with Article 11 except that when an employee's days off are changed to Friday and Saturday, the first Saturday following such change will be paid, if worked, at the rate of time and one-half the employees base rate of pay.
- C. The Company will provide an option for work locations to have ten (10) hour shifts. Each work location must submit, for approval, their applicable work rules which would include the shift starting times and overtime rules. The Company reserves the right to disapprove or terminate such if it is more costly or less productive than eight (8) hour shifts. The Company agrees to meet and confer with the Union before terminating approved plans.
 - 1. The four (4) day work week will consist of four (4) consecutive ten (10) hour workdays, exclusive of meal period and will total forty (40) hours for each calendar week.
- D. The Company will publish and post work schedules which will include shifts, hours, and days off for employees under this Agreement. Employees will have the opportunity to bid shifts, hours, and days off at least twice per year. Each bid period will last a minimum of three months unless otherwise dictated by operational necessity.
- E. Seven (7) calendar days' notice will be given for shift changes, except in emergencies.
- F. Part time employee's hours will be governed by the provisions of Article 24.

- 1379 G. Exchange of shift and day off trades (CS) are permissible at local management's
1380 discretion. Trades require the supervisor's prior approval and are limited by service
1381 needs and state and federal laws. No such trades may generate extra pay for either
1382 employee involved except as provided for in Article 11 Overtime.
1383
1384 H. Full time employees may volunteer for split days off.
1385

1386 ARTICLE 14 - TRANSFERS AND PROMOTIONS

- 1387
- 1388 A. Before any new employee is hired, employees covered by this Agreement will be
- 1389 given preference in accordance with their seniority; as provided herein.
- 1390
- 1391 B. Vacancies subject to bidding will be awarded by a local selection panel. (Reference
- 1392 Letter E)
- 1393
- 1394 1. The following Classifications will be considered bid positions:
- 1395
- 1396 a. Inspector
- 1397 b. Aircraft Maintenance Crew Chief
- 1398 c. Maintenance Coordinator
- 1399 d. Technical Crew Chief
- 1400 e. Ground Support Crew Chief
- 1401 f. Inventory Control Specialist Crew Chief
- 1402 g. Aircraft Cleaner Crew Chief
- 1403
- 1404 2. Notices of such vacancies and awards will be posted electronically or on all
- 1405 bulletin boards in all shops and work station, base or location where employees
- 1406 are employed. The notice of vacancy will state whether the vacancies or jobs are
- 1407 expected to be temporary or permanent, the number of jobs to be filled, the base
- 1408 or location and will specify a deadline date for bids. Such date will not be less
- 1409 than ten (10) days after the date of such posting. All successful awards will be
- 1410 posted no later than ten (10) days after the closing date.
- 1411
- 1412 3. Bids will be submitted electronically when available. Until such time as bids
- 1413 become available electronically they will be submitted by certified or registered
- 1414 United States mail, return receipt requested.
- 1415
- 1416 4. Employees shall not be deemed qualified without one (1) year seniority.
- 1417
- 1418 5. Selection Criteria: For each bid position there shall be two selection criteria,
- 1419 weighted as follows:
- 1420
- 1421 a. Seniority:
- 1422
- 1423 Less than three years - 0 points
- 1424 Three to five years - 5 points
- 1425 Six to Ten years – 10 points
- 1426 Each full year over Ten – 1 point
- 1427
- 1428 b. Panel interview: Maximum score - 40 points. Each candidate shall be
- 1429 interviewed by a four-person selection panel consisting of the local TWU
- 1430 President or his designee, another representative appointed by the local TWU
- 1431 President, the manager responsible for the open position, and another
- 1432 representative appointed by the hiring manager. Each applicant will be asked

ARTICLE 14 - TRANSFERS AND PROMOTIONS

1433 to answer an identical series of questions prepared by the hiring manager and
1434 the TWU relating to the experience, qualifications, skills, ability and work
1435 habits required for the position. Each candidate will be provided the
1436 opportunity to discuss with the panel the reasons the candidate wants the
1437 position, why the candidate should be selected, and any on the job or off the
1438 job accomplishments. Each panel member may ask each candidate questions
1439 with regard to the employee's work experience and performance at American
1440 Eagle or at other jobs that are related to the qualification, skills, ability or work
1441 habits required for the position.

1442
1443 c. Candidate selection: The candidate selected shall be the one with the highest
1444 number of points totaled from the points earned from each of the two
1445 selection criteria. The score for the panel interview shall be determined by
1446 dropping the high and low scores from the panel members and taking the
1447 average of the two remaining scores. If two or more applicants are
1448 determined to be of equal qualification, the most senior employee will be
1449 selected.

1450
1451 d. Before announcing the name of the selected candidate, member(s) from the
1452 panel (Company and TWU) will review the scoring with each candidate.

1453
1454 C. Vacancies not subject to bidding will be filled as follows:

1455
1456 1. Notices of vacancies, request for transfers and awards will be posted
1457 electronically, when available.

1458
1459 2. An employee hereunder may request a transfer to fill a regular full time or part
1460 time vacancy within his Title Group, not subject to bidding, either at his own or at
1461 another station, provided that the employee is qualified for the conduct of the
1462 work to which he is to be assigned and provided:

1463
1464 a. Employee has a minimum of six (6) months' service with the Company.

1465
1466 b. Employee has submitted a request for transfer to the Company not less than
1467 fifteen (15) calendar days prior to the declared vacancy date.

1468
1469 c. Employee has not completed or refused a transfer within the six (6) month
1470 period preceding the declared vacancy date.

1471
1472 d. Each January 1 and July 1 a request for transfer not submitted within the
1473 preceding thirty (30) days will be voided and it will be necessary for a new
1474 request to be submitted, and

1475
1476 e. A vacancy created by the transfer of an employee may be filled or left unfilled
1477 by the Company at its option.

1478

- 1479 f. Employees who accept a transfer request will report to their new assignment
1480 within fourteen (14) days of acceptance. (Reference Letter D)
1481
- 1482 3. An employee hereunder may request a transfer to a full time or part time vacancy
1483 outside his Title Group or to Title Group within the Fleet Service Agreement, not
1484 subject to bidding, either at his own station or at another station provided that the
1485 employee is qualified for the conduct of the work to which he is to be assigned
1486 and provided:
1487
- 1488 a. Employee has a minimum of six (6) months' service with the Company.
1489
- 1490 b. Employee has submitted a request for transfer to the Company not less than
1491 fifteen (15) calendar days prior to the declared vacancy date.
1492
- 1493 c. Employee has not completed or refused a transfer within the six (6) month
1494 period preceding the declared vacancy date.
1495
- 1496 d. Each January 1 and July 1 a request for transfer not submitted within the
1497 preceding thirty (30) days will be voided and it will be necessary for a new
1498 request to be submitted, and
1499
- 1500 e. A vacancy created by the transfer of an employee may be filled or left unfilled
1501 by the Company at its option.
1502
- 1503 f. Employees who accept a transfer request will report to their new assignment
1504 within fourteen (14) days of acceptance. (Reference Letter D)
1505
- 1506 4. Full time vacancies, under 14C2 and 14C3, will be filled by the most senior
1507 qualified employee requesting to fill such vacancy in accordance with the
1508 following order of preference:
1509
- 1510 a. System surplus employees in the same classification provided they are senior
1511 to the most senior employee holding recall rights to the classification.
1512
- 1513 b. If there are employees on layoff retaining recall rights to the classification,
1514 these employees will be blended in seniority order with active part time
1515 employees at that station who have transfer requests on file to full time status
1516 in the classification with the vacancy.
1517
- 1518 c. Employees in a full time bid classification status in the same city requesting a
1519 voluntary demotion under the provisions of Article 14G will be offered full time
1520 vacancies.
1521
- 1522 d. Transfer requests of employees currently on payroll in the same classification
1523 in other cities blended in seniority order with part time employees transfer
1524 requests in the same classification within the city with the vacancy.
1525

- 1526 e. Transfer requests under 14D of the Fleet Service Agreement of those
1527 employees (active or laid off) who have a valid transfer from one classification
1528 to another at their own station.
1529
- 1530 f. Transfer requests by employees on the active payroll who desire to fill a
1531 vacancy in another classification at another station.
1532
- 1533 g. Transfer request by an employee on layoff status in the same classification in
1534 which the vacancy exists and who submits a transfer request after being laid
1535 off adhering to all procedural and qualification requirements under 14C2 of
1536 the Maintenance Agreement.
1537
- 1538 h. Transfer request by an employee on layoff status in a classification other than
1539 the classification in which the vacancy exists and who submits a transfer
1540 request after being laid off adhering to all procedural and qualification
1541 requirements under 14D of the Fleet Service Agreement.
1542
- 1543 i. New hire.
1544
- 1545 D. An employee having qualified for a different Classification within the Maintenance
1546 Agreement (including a qualified employee from a Classification within the Fleet
1547 Service Agreement), who subsequently fails to demonstrate the required mechanical
1548 ability within six (6) months will be returned to his previous Classification and
1549 location. Furthermore, the employee would need to re-qualify and allow a period of
1550 twelve (12) months to elapse before rebidding for the same Classification.
1551
- 1552 E. An employee having received Company furnished training, who subsequently fails to
1553 successfully complete that training, will be offered one (1) make up test opportunity,
1554 and if employee fails, the employee will be subject to disqualification.
1555
- 1556 F. An employee who is awarded a bid position, will not be held on a trial basis in his
1557 new assignment for a period longer than one hundred and eighty (180) days and
1558 may be demoted or returned to his former assignment in the event of inability to
1559 perform his duties in a satisfactory manner. All employees awarded a bid position
1560 will be required to have their performance evaluated by a review panel prior to the
1561 last day of their one hundred and eighty (180) day trial period. The Union will
1562 participate on any such panel in accordance with procedures as determined by the
1563 Company. Employees who fail to meet performance expectations will be demoted as
1564 outlined herein. The decision will be final and binding not subject to review under the
1565 grievance procedures. In the event that he is demoted, he may return to his former
1566 Classification hereunder for which he is qualified, but he will not for a period of
1567 twelve (12) months after such return, bid for a vacancy in the same Classification for
1568 which he was unable to demonstrate his ability.
1569
- 1570 G. An employee hereunder may request a demotion from a bid position at his station
1571 provided there is a vacancy within his Title Group in accordance with the order
1572 designated in 14C4 above with thirty (30) days notice in writing. Such employee or

ARTICLE 14 - TRANSFERS AND PROMOTIONS

1573 an employee demoted for cause will not be permitted to bid another vacancy in his
1574 Title Group for a period of twelve (12) months following the effective date of such
1575 demotion.
1576

1577 H. An employee who permanently transfers at his own request to another classification
1578 of work as provided in this Maintenance Agreement or the Fleet Service Agreement
1579 will continue to receive his base rate of pay but in no event will his base rate of pay
1580 exceed the maximum rate for the classification to which he transferred. If his base
1581 rate of pay at the time of such transfer is not the same as any base rate of pay for
1582 the classification to which he transferred, he will immediately receive the nearest
1583 higher base rate of pay for such classification.
1584

1585 An employee, who voluntarily or involuntarily returns to a former classification, will
1586 accrue classification seniority for all time out of the original classification provided
1587 the employee retains occupational seniority in the former classification at the time of
1588 return. Under these circumstances the employee will be treated as if they had never
1589 left the original classification. The employee base rate of pay will be on the same
1590 step they would have been on had they never left the original classification.
1591

1592 In the case of a transfer from a higher to a lower classification caused by a reduction
1593 in force under this Agreement, the above rules will apply.
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ARTICLE 15 - FURLOUGH / RECALL

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FURLOUGH

A. An employee having seniority (who has completed his probationary period) and who is directly affected by a reduction in force may at his option:

1. Exercise his seniority to displace the most junior employee at his station in his own or lower classification within his Title group.
2. Exercise his seniority to fill a vacancy in a lower classification within his Title group at his station.
3. Exercise his seniority to fill a vacancy in his own or lower classification in the system not subject to bidding.
4. When there are insufficient vacancies to accommodate the number of employees being reduced he may exercise his seniority to displace the employee or employees with the least system seniority in his own or lower classification.

B. At the time of the lay-off, employees will be advised of, and in order of his seniority, offered his choice of the stations where appropriate vacancies exist and / or the location(s) of the least senior employees in his classification in the system. The number of vacancies and the number of least senior employees in the appropriate classification selected for displacement will correspond to the number of laid off employees who elect to exercise their seniority to a job in their own classification.

1. The number of least senior employees exposed to displacement under this procedure will be subject to change prior to identification of awards.
2. After awards are given the number of least senior employees exposed to displacement under this procedure will not be changed because of failure of a laid off employee to move to a job previously allocated.

C. An employee who is directly affected by a reduction in force and exercises his seniority, either at the time of layoff or after accepting layoff, and thereafter must resign for personal reasons (cannot accept the new area, job or location) will retain recall rights if at the time of resignation they so notify the Company in writing of their desire to retain their recall rights. Any employee wishing to avail himself of this provision must do so within 90 days of accepting the new position or location.

Example: Employee is laid off at DFW and elects to displace a junior employee in ORD. After a few weeks in Chicago the employee's family cannot join him and he elects to resign and retain his recall to DFW. This would be permissible.

Same situation as above except the employee elects layoff at the time of the reduction in force and after being unemployed for some time transfers to a vacancy

1642 at ORD. He elects to resign for whatever reason and would be eligible to retain his
1643 recall rights.

1644

1645 D. The Company will notify the Union thirty (30) days in advance of planned reductions
1646 in force, the number of employees and the locations.

1647

1648 E. An employee who changes stations due to a reduction in force pursuant to A3 and
1649 A4 above will be reimbursed by the Company for moving and travel expenses under
1650 existing move policy limits.

1651

1652 RECALL

1653

1654 F. An employee who has completed his probationary period and is laid off by the
1655 Company and does not exercise his seniority to displace an employee or accept a
1656 vacancy in his or a lower classification will continue to accrue occupational seniority
1657 during such layoff for a period of ninety (90) days and the employee will continue to
1658 retain occupational seniority thereafter. All seniority will be canceled and
1659 reemployment / recall rights forfeited if the employee is not reemployed / recalled by
1660 the Company within ten (10) years from the effected date of layoff.

1661

1662 G. An employee who has completed his probationary period and, in lieu of lay-off,
1663 exercises his seniority to displace an employee or accepts a vacancy in his or a
1664 lower classification will continue to accrue occupational and classification seniority
1665 for a period not exceeding his previous service to a maximum of two (2) years during
1666 such displacement. The employee will continue to retain occupational and
1667 classification seniority thereafter. All seniority will be cancelled and recall rights
1668 forfeited if the employee is not recalled by the Company within ten (10) years from
1669 the effective day of the layoff.

1670

1671 H. An employee bumping through one or more classifications or accepting vacancies
1672 and eventually laid off will retain reemployment / recall rights to any non-bid position
1673 in each such classification.

1674

1675 I. An employee will file his proper address with the appropriate manager at the time of
1676 lay-off and must keep the Company informed of any change of address.

1677

1678 J. At the time of reemployment / recall notice, the employee must notify the Company
1679 within five (5) days of intent to return to work, and must return to work within fifteen
1680 (15) days from the post mark of the original recall notice. An employee who fails to
1681 provide such notice or who fails to return to work within the prescribed time limits will
1682 lose all rights to reemployment / recall and his seniority will be forfeited unless such
1683 time is extended by the Company for a period not to exceed fifteen (15) days. The
1684 Company will furnish the Union with all reemployment / recall letters. All notices and
1685 replies will be by certified mail return receipt requested.

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ARTICLE 16 - LEAVES OF ABSENCE

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- A. When the requirements of the service will permit, an employee hereunder may be granted a leave of absence for a period not in excess of ninety (90) days. When such leaves are granted, the employee will retain and continue to accrue seniority during such leaves.
- B. When the requirements of the service will permit, such leave or leaves may be extended for additional periods not to exceed ninety (90) days. If such leave is extended by the Company, the employee will retain but not accrue seniority.
- C. When leaves are granted on account of sickness, injury, or pregnancy an employee hereunder will retain and continue to accrue his seniority plus length of service for pay purposes until he is able to return to duty, except that in no case will leave for sickness or injury exceed a total continuous period of three (3) years.
- D. An employee on leave of absence will report prior to termination date of such leave his intention to return to employment. Failure to make such report or secure renewal of leave of absence will terminate leave of absence and his employment.
- E. An employee hereunder returning from a leave of absence will be permitted to exercise his seniority in resuming his classification at the base to which he had previously been assigned.
- F. The reemployment and seniority status of any employee hereunder who, while in the active service of the Company, takes a Military Leave, will be governed by the provisions applicable by law.
- G. Three (3) days of personal emergency leave (bereavement leave) with pay for death in the immediate family will be extended to the employee covered by this Agreement. Immediate family includes Spouse or Company-recognized Domestic Partner, Children / dependent and non-dependent, Mother / Step-mother / Mother in-law, Father / Step-father / Father-in-law, Sister / Step-sister, Brother / Step-brother, Domestic Partner's Mother or Father, Employee's Grandparents, Employee's Grandchildren, Legal guardian (former/current), or any person who is a permanent member of your household. If additional days are required, such days may be deducted from the employee's vacation allowance. Personal emergency days must be taken within thirty (30) days of the personal emergency; any extensions must be approved by local management.
- H. Employees called for jury duty will receive their base rate of pay less the fee received for jury services. Such an employee will promptly show his supervisor the jury summons and also show the courts validation of jury service when completed.
- I. An employee hereunder granted a leave of absence under the provisions of the Family Medical Leave Act will continue to accrue all forms of seniority during such leave.

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- J. The Company reserves the right to require a physical examination of any employee at the Company's expense prior to return from any leave of absence. If an employee is required to report for said exam outside his base station, the Company will be responsible for travel costs and associated expenses.
- K. To the extent that the Company provides more expansive leaves of absence benefits to other employee groups, those benefits will be applied to all employees covered by this Agreement.

ARTICLE 17 - FIELD WORK

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- A. When an employee hereunder is required to perform work away from his base station on his regularly scheduled workdays, he will be paid at least eight (8) hours (or ten (10) hours as applicable) at his base rate of pay (including shift differential) for each scheduled workday while away from his base station, whether traveling, on call or working.
 - 1. The work appointed, the duration of the assignment, and the hours worked while away from base and assigned to Field Work are subject to the direction of management.
- B. When an employee hereunder is required to perform work away from his base station on his scheduled day off, he will be paid at least eight (8) hours compensation at overtime rates, whether traveling, on call or working.
- C. During a field work assignment, the employee will, while away from his base, be paid reasonable, actual expenses for meals, lodging, and transportation as approved by operating management. Un-receipted expenses will not exceed, without the approval of the Company, the maximums established by the Company. If the field work is outside of the United States and its territories, the Company will either provide advance payment or arrange for the payment of all expenses for required work permits, temporary visas, or any associated fees required to perform the work.
- D. The distribution of field trips will be governed by the following four (4) principles in addition to procedures as agreed to by the Company and the Union at each station, base or location.
 - 1. Employee(s) selected to support the trip must be qualified to perform the task and able to meet the scheduled departure time.
 - 2. Crew Chiefs or highly skilled employees may be assigned by a Supervisor, exclusive of the field trip policy. This would be for jobs such as engine changes, major repairs, electrical problems, avionics, etc. These personnel are not to take the place of a mechanic, but will be used to assist in the correction of complex maintenance items.
 - 3. In the event of an emergency or when there are insufficient or no volunteers for a field trip the Company may assign qualified employees with the lowest occupational seniority on duty or as per the field trip procedures where applicable.
 - 4. All classifications will be on a separate field trip list and temporary duty assignment list except for Crew Chiefs and Maintenance Coordinators, which will be included with the respective classifications. Example, Aircraft Maintenance Technicians, Crew Chiefs and Maintenance Coordinators will be included in the Aircraft Maintenance Technicians distribution list.

- 1791
1792 E. The distribution of temporary duty assignments (TDY) will be governed by the
1793 procedures as agreed to by the Company and the Union at each station, base or
1794 location.
1795
1796 1. No employee will be assigned to a temporary duty assignment against his
1797 wishes.
1798
1799 2. All temporary duty assignments will be given in writing to the employee affected
1800 and in writing or email to the Local President of the Union or his designee.
1801
1802 F. In consideration for the safety of its passengers and its employees, the following will
1803 apply to those employees returning from a field trip or temporary duty assignment:
1804
1805 1. When an employee returns from a field trip or temporary duty assignment, based
1806 on considerations of health and safety due to the employee's lack of rest, the
1807 Company will make a reasonable determination to relieve the employee from
1808 working the remainder of his scheduled shift, or the entirety of his shift if it has
1809 not yet begun.
1810
1811 2. An employee so relieved from work will be paid his base rate of pay for that
1812 portion of his shift from which he was relieved, regardless of the rate he would
1813 have received had he been permitted to work.
1814
1815 3. When making such reasonable determination, the Company will consider the
1816 employee's schedule while on a field trip or temporary duty assignment in
1817 conjunction with his schedule upon return.
1818
1819 4. Such reasonable determination should normally be made after the employee has
1820 reported back from his field trip or temporary duty assignment and prior to his
1821 commencing work, except for such work as may be related to the field trip or
1822 temporary duty assignment.
1823
1824 G. The Company will establish a list of Stores employees who wish to be considered for
1825 field trips for the purpose of pickup and delivery of aircraft parts and equipment or
1826 temporary duty assignments. Reference Article 17D and 17E.
1827
1828 H. In the interest of safety as well as complying with various Company Policies and
1829 Procedures, all field trips will be staffed with two (2) employees; where a job
1830 requires, due to bulk or weight, more than one (1) employee, or where driving a
1831 vehicle in excess of 350 miles per day is required. The Supervisor on duty will
1832 determine how many people will be sent in all other circumstances.
1833

1834 ARTICLE 18 - ATTENDANCE AT HEARINGS INVESTIGATIONS OR TRAINING
1835 CLASSES
1836

- 1837 A. When an employee hereunder is required by the Company to attend training classes
1838 during regular working hours will be paid for time spent in the attendance of such
1839 classes at his base rate of pay and such time will be deemed as time spent at his
1840 regular work, provided, however, any time so spent after regular work hours or on a
1841 scheduled day off will not be classed as overtime and will be compensated for, when
1842 attendance is required by the Company, at the employee's base rate of pay.
1843
- 1844 B. An employee required due to training, hearings, investigations or meetings that
1845 travels on a scheduled day off, will be paid at least eight (8) hours for such time at
1846 time and one-half his base rate of pay. Travel time referred to herein will begin sixty
1847 (60) minutes before the scheduled departure of the flight actually taken by the
1848 employee (or any flight for which he stood by) and will end with the actual arrival at
1849 the airport of destination. If an employee is required to provide his own ground
1850 transportation to an airport other than his base station, the travel time will begin from
1851 the time he begins his trip to arrive at the airport of departure. In both cases, the time
1852 will end with the actual arrival at the airport destination. No employee will receive
1853 more than eight (8) hours unless the actual trip time exceeds such.
1854
- 1855 C. When an employee hereunder is required by the Company to attend hearings,
1856 investigations or meetings, he will be paid for such time at his base rate of pay and
1857 such time will not be considered overtime.
1858
- 1859 D. When an employee hereunder is required by the Company to attend training
1860 classes, best efforts will be made to schedule such training on an employee's
1861 scheduled workday.
1862

ARTICLE 19 - GENERAL

- 1863
1864
1865 A. All orders to and request from an employee involving transfers, promotions,
1866 demotions, layoff, reemployment, leaves of absence, or anything affecting his pay or
1867 status, will be in writing.
1868
1869 B. When requested by the Local President, employees will be granted relief from duty
1870 without pay for the purpose of official Union business provided this does not interfere
1871 with the operation.
1872

1873 An employee, holding a position as an International TWU Representative, an
1874 International TWU Officer, or a full time position with the International Union or any
1875 of its locals, may request through the International Union, a Union Business (Pay)
1876 Continuance Leave of Absence, referred to as "UBP". The request for a UBP will be
1877 in writing from the International Union. The request will be sent to the Vice President
1878 or designee of Employee Relations. If approved by the Company, the UBP will not
1879 exceed twelve (12) calendar months. The written approval will state the expiration
1880 date of the leave. An employee on a UBP will continue to retain and accrue seniority
1881 throughout the leave.
1882

- 1883 1. A UBP may be extended in the same manner as stated above. A request for an
1884 extension of a UBP must be submitted and approved prior to the expiration date
1885 of the current UBP.
1886
1887 2. If the UBP is extended, the employee will continue to retain and accrue seniority.
1888
1889 3. If an employee is on a UBP, there will be no interruption to the employee's pay
1890 and benefits, but the Company will bill the Local Union or the International Union,
1891 as applicable, for the employee's salary plus a percentage override for tax and
1892 benefit related expenses. Failure of the responsible party to pay the billing will
1893 result in the termination of the UBP for the affected employee.
1894

- 1895 C. Within forty-five (45) days after signing this Agreement, the Company will provide
1896 each employee a copy of this Agreement.
1897

- 1898 D. In the event of the total loss of an employee's tool box and its contents as a result of
1899 fire or theft while the box is located on Company property or while the employee is
1900 traveling and / or working on an authorized field assignment and stored in a
1901 Company designated area, the employee will assume the first \$50.00 of
1902 replacement cost and the Company will provide up to the following amounts towards
1903 the balance of the replacement cost of the tool box:
1904

- 1905 1. \$2000.00 for loss of a "rollaway" toolbox.
1906
1907 2. \$600.00 for the loss of a "tote" box.
1908

- 1909 The benefit only applies to the entire loss of a toolbox and its contents. It does not
1910 cover loss of individual tools. Reimbursement will only be for tools required by the
1911 Company; the Company will furnish the Union with a required tool list.
1912
- 1913 E. Employees covered by this Agreement and their immediate families will be allowed
1914 the same pass and reduced fare privilege afforded other American Eagle Airlines,
1915 Inc. employees.
1916
- 1917 F. The Company will provide bulletin boards at each station where employees
1918 hereunder are employed, marked Transport Workers Union of America, AFL-CIO
1919 and the appropriate Local number, for the posting of official Union business. Such
1920 notices will bear the signature of an officer of the Union and will not contain anything
1921 of a defamatory or personal nature attacking the Company or its representatives.
1922
- 1923 G. If the Company requires the employees to wear uniforms, the employee will be
1924 required to wear standard Company uniforms. At those locations where local law
1925 does not require providing a uniform, the Company will provide the following:
1926
- 1927 1. Basic Uniform: The Company will pay fifty percent (50%) for the employee's first
1928 uniform set and the employee will pay fifty percent (50%). All basic uniform
1929 replacement will occur at eighteen (18) month intervals and the Company will
1930 provide full replacement of the basic uniform.
1931
 - 1932 2. Jackets / Winter Coats: The Company will pay fifty percent (50%) for the
1933 employee's first jacket / winter coat and the Employee will pay fifty percent
1934 (50%). All replacements will be paid for in the same manner.
1935
 - 1936 3. Payroll deduction for initial and replacement uniform purchases will not exceed
1937 \$50 per month. If the employee leaves the Company prior to paying for the
1938 proportionate one half (1/2) share in full, the remaining cost will be deducted from
1939 the final paycheck.
1940
 - 1941 4. An employee will be responsible to replace any part of the uniform which is lost
1942 or damaged due to negligence or abuse.
1943
 - 1944 5. Employees may wear the standard Transport Workers Union insignia on pins and
1945 hats. Transport Workers Union pins may be worn on the Company uniform.
1946
- 1947 H. Disciplinary documents generated on an employee covered by the Transport
1948 Workers Union will only be kept in his file for a period not to exceed (2) two years.
1949
- 1950 I. In the event free parking facilities for employees are not available at airport
1951 locations, the Company will assume the monthly parking charge, assessed by the
1952 appropriate authority (airport, port, etc.) for parking in an area designated for
1953 employees. This provision will not apply to replacement of original charges to
1954 employees for decals, stickers, gate keys, or similar items. Also, where other
1955 transportation to and from employee parking facilities is recognized by the Company

- 1956 as an integral part of the employee parking arrangements that transportation will be
1957 at Company expense.
1958
1959 J. No employees will incur any cost associated with the initial issue or renewal of
1960 Company or associated Airport / Base required ID badges.
1961
1962 K. The Company will forward to the ranking Local Union Representative a copy of the
1963 regular shift bid schedule for the station. The shift bid schedule will include
1964 scheduled shift hours and scheduled days off.
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ARTICLE 20 - REPRESENTATION

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- A. The Union may select and designate such representatives in the respective fields, stations, shops and other working units as may be necessary for the purpose of representing the employees under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended.
- B. The Union will notify the Company in writing of the names of its Accredited Representatives at each station and any changes in the personnel thereof. The Company will inform the Union, in writing, of the supervisors with who said Accredited Representatives will deal and changes thereof.
- C. International Officers and Accredited Representatives, or Local Officers of the Union will, at any time during regular working hours, have access to the premises of the Company where employees hereunder are located, for the purpose of investigating grievances or other matters directly connected with the operations of this Agreement and its procedures for the settlement of any dispute. As a matter of courtesy, notice of such intended visit will be given to the ranking Company Official.
- D. An Accredited International Representative of the Union or designated Company official who believes that any provision of this Agreement has not been or is not being properly applied or interpreted and which has not yet become the subject of an actual grievance, will have the right within ten (10) days after such alleged misapplication or misinterpretation has been ascertained to protest such violation, in writing, to the other party, who will evaluate such protest and render a decision in writing within fifteen (15) days. Disputes in respect to actual grievances will be handled exclusively according to the provisions of Article 21, Grievance Procedure. If no settlement is reached under paragraph D of this Article, an appeal may be made, in writing, within thirty (30) days to an Arbitration panel (as described in Article 22) of this Agreement.
- E. The Union does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements may be required, or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor, or during reasonable cause or post accident drug / alcohol testing as provided in Article 20G, the Company will inform the employee of his right to have a Union representative present. If the employee refuses representation, the supervisor's record will reflect his refusal.
 - 1. When the Company convenes a meeting under the provisions of Article 20E, it will, except for rare and compelling reasons, indicate the purpose of the meeting and then, provide an opportunity for the employee and his Union representative to confer for a reasonable period of time. Once the 20E meeting reconvenes, it will continue until concluded by the supervisor.

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2. Before written notification of discipline or dismissal is given to the employee, he will be afforded the opportunity to discuss the matter with his supervisor. If he desires, he will have a Union representative present during this discussion. Nothing in this article will be construed as preventing the Company from holding an employee out of service pending an investigation.

F. Employees covered by this Agreement who are interviewed by a Company Security Department representative as part of a Security Department investigation may, upon request, have an Accredited Representative present during the interview. If a local representative is not readily available, after the request, the Company's Security Department will not be required to wait for his availability before conducting the interview. However, the employee in that circumstance may request the presence of another Union represented employee to be present. The role of the Representative will be that of a silent observer only. The Representative may in no way interfere nor impede the Security Department's investigation and / or interview.

G. Employees who are required to take a reasonable cause or post accident drug / alcohol test by the Company may, upon request, have a Union representative present as a witness during those parts of the specimen collection process indicated below.

1. In those stations where a local Union representative is not readily available, the Company will delay the test for up to one (1) hour from the time the employee requests or is notified of his right to Union representation, whichever comes first, in order to allow the first available representative to be present at the medical facility.

2. Only one (1) Union representative will be allowed to accompany the employee to the medical collection facility and into the collection area where the medical collector opens the drug testing kit, completes the relevant paperwork and secures the kit after completion of the drug testing process. The Union representative will be allowed to witness the opening of the collection kit by the collector, the documentation of the chain of custody procedure by the collector and the employee, and the packaging and sealing of the kit for shipment following the collection. The Union representative will not be allowed to accompany the employee or collector into the restroom.

3. In accordance with the Federal Aviation Administration's directive of July 1990, no Union representative will engage in any activity, which disrupts the collection process. Should the Union representative engage in disruptive activity, the representative will be required by the Company supervisor to wait in the employee / patient waiting area until the collection process and paperwork has been completed. This is pursuant to the Federal Aviation Administration's directive.

ARTICLE 21 - GRIEVANCE PROCEDURE

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- A. An employee who believes that he has been unjustly dealt with or that any provisions of this Agreement has not been properly applied or interpreted, or against whom the Company has preferred charges in writing, may present his grievance through his representative, within seven (7) days to his supervisor who will evaluate the grievance or complaint and render his decision as soon as possible but no later than seven (7) days following receipt of said grievance. The supervisor must physically give the employee the grievance response.
- B. If the decision of the supervisor is not satisfactory, the grievant may appeal within ten (10) days to the Vice President of Maintenance or his designee, who will render a decision as soon as possible, but no later than ten (10) days after the appeal is submitted to him. Responses will be sent to the grievant by certified mail return receipt requested to the grievant's home address as provided by the employee on the grievance form. If mutually agreed with the Company and Local President, the Company may return the grievance physically to the grievant and will supply a confirming e-mail to the Local Union President.
- C. If the decision of the Vice President of Maintenance or his designee is not satisfactory to the employee, the grievance and the decision thereon may be appealed to the American Eagle Airlines, Inc. Boards of Adjustment as provided for in Article 22 of this Agreement; provided however said appeal is submitted within twenty (20) days of receipt of the decision rendered by the Vice President of Maintenance or by his designee. Once a grievance has been docketed for System Board, the Vice President of Maintenance or his designee and the Local Union President or his designee will meet in an effort to resolve the grievance prior to a System Board hearing.
- D. Any grievances involving discharge only, will be submitted initially to the second step, as provided in section B of this Article. If the grievance is unresolved after such second step it may be submitted to the System Board of Adjustment, as provided in section C of this Article.
- E. All grievances processed under the procedures provided above will be in writing and will be signed by the employee whose grievance it is, and all decisions on said grievance will be in writing.
- F. An employee who has a grievance and his representative may present the grievance during work hours without loss of pay for time so spent, but no more time than is reasonably necessary will be devoted to such presentation of grievance.
- G. If the decision to be made by the Company under the provisions of this Article 21 is not made within the time limits prescribed herein for such decisions, the grievance will be processed to the next step. If such untimely answers are a recurring problem at a given location / station the Local president can call for a panel review of the late answers. The panel will be composed of the Senior Vice President of the department

2106 and the International Representative (or his designee) of the Union. Such panel will
2107 review the facts surrounding the late grievance answers and issue a panel decision
2108 outlining the remedy. Such remedy will be binding on the Company and the
2109 employees.

2110
2111 H. If, as a result of a decision in any of the steps of the grievance procedure, an
2112 employee is exonerated, all related disciplinary records will be removed from the
2113 employee's personnel file and balancing entries made. In addition, if he has been
2114 held out of service, he will be reinstated without loss of seniority, and he will be paid
2115 at his base rate of pay for his regularly scheduled hours.

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ARTICLE 22 - BOARDS OF ADJUSTMENT

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- A. There are hereby established, pursuant to the provisions of the Railway Labor Act, as amended, boards of adjustment, called the "Boards of Adjustment, American Eagle Airlines, Inc."
- B. The Boards will be composed of four (4) members, two selected by the Company and two selected by the Union. Either party will have the right to change its representatives from time to time provided only that the designation of the representative for any particular dispute must be made prior to the start of the scheduled hearing.
- C. The System Board will have jurisdiction only over disputes between the Company and the Union or any employee governed by this Agreement growing out of grievances involving interpretations or applications of this Agreement. The Area Board will have jurisdiction only over disputes between the Company and the Union involving discharge or discipline.
- D. The members of the respective Boards will select a Chairperson and a Vice Chairperson whose terms of office will be one (1) year, provided, however, that the offices of Chairperson and Vice Chairperson will be filled alternately by a member representing the Union; that is, when a Union member is the Chairperson, a Company member will be the Vice Chairperson, and vice versa.
- E. The Chairperson, or in his absence, the Vice Chairperson, will preside at meetings of the Board and will have a vote on the adoption of all decisions of the Board.
- F. A dispute submitted to the Board will be in the form of a petition submitted by either party and stating the position of the party submitting the grievance. Union submissions will be submitted to the Transport Workers Union Air Transport Division office and assigned a case number. Time limits will not begin running until the date a case number is assigned and docketed.
- G. The written appeal will be sent to the Transport Workers Union Air Transport Division office in the form of a petition. The Transport Workers Union Air Transport Division office will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Employee Relations Department. The scheduling of cases to be heard before the Boards is an administrative matter addressed by mutual agreement between the Union and the Company.
- H. In the event any dispute or grievance is properly appealed to the System Board, the Company and the Union members of the System Board will, upon request of either party, meet and attempt to resolve the controversy. The System Board will thereafter meet on the matter as soon as possible and at all events within thirty (30) days of request by either party. The System Board hearings will generally be held in DFW unless a different location is agreed upon by the Board members.

- 2164 I. The Transport Workers Union Local president or his designee and the Company
2165 designated employee relations representative will establish a time and date for all
2166 Area Board cases, however,
2167
2168 1. In the event of a discharge case a meeting will take place within ten (10) days of
2169 the Union submission to set a date for the discharge hearing. Such hearing will
2170 be within thirty (30) days of that meeting.
2171
2172 2. For cases involving discipline, which are properly submitted for hearing, the local
2173 Area Board will adopt a procedure that will require discipline cases to be
2174 scheduled for hearing as soon as possible but not less than once every quarter.
2175
2176 J. The Boards may summon any necessary witness(s) and relevant non-confidential
2177 records of the Company and the employee involved. An employee will not be
2178 required to testify unless he was a first hand witness.
2179
2180 K. The advocates will exchange all documents they may enter and the names of
2181 witnesses they may call in their direct case no later than ten (10) calendar days prior
2182 to the date set for all System Board or Area Board hearings. In the event that a
2183 neutral referee has been selected by the parties the advocates will exchange all
2184 documents they may enter and the names of witnesses they may call in their direct
2185 case no later than forty-five (45) calendar days prior to the date set for the hearing.
2186 Upon mutual written agreement both parties may waive the days for document
2187 exchange and witness names as listed above. Additionally nothing shall prevent
2188 either party from exchanging any or all documents and witness names prior to the
2189 calendar days listed above.
2190
2191 L. A majority vote of all members of the Boards of Adjustment will provide full and
2192 complete authority to compromise and otherwise settle any and all grievances
2193 presented to it. Any settlement or agreement reached on any grievance will be
2194 binding upon the Union, the employee, and the Company. Board findings and
2195 decisions will be stated in writing and will be rendered within thirty (30) calendar
2196 days from the close of hearing, unless the period is extended by agreement of the
2197 parties to the dispute. In the event the Board deadlocks and is unable to resolve the
2198 issue(s) after hearing evidence either member of the Board can, within ten (10) days
2199 of the meeting of the Board, request the appointment of a neutral arbitrator in writing.
2200
2201 1. The jointly selected impartial arbitrator will sit with a panel, comprised of one (1)
2202 member selected by the Company from the two (2) original Company Board
2203 members and one (1) Board member selected from the two (2) original Union
2204 Board members. In the event the parties are unable to agree on a selection of an
2205 arbitrator, either party may request the National Mediation Board to provide a list
2206 of seven (7) neutrals. The parties will select one neutral arbitrator to serve as the
2207 third (3rd) member of the panel by alternately striking names from the list
2208 submitted by the National Mediation Board, with the first strike being determined
2209 by toss of a coin.
2210

- 2211 2. A majority vote of all members of the Arbitration Panel, as provided herein, will
2212 be competent to make a finding or decision with respect to any dispute properly
2213 submitted to it and such finding or decision will be final and binding upon all
2214 parties, including the grievant(s), to such dispute. Arbitration Panel findings and
2215 decisions will be stated in writing and will be rendered within forty-five (45)
2216 calendar days from the close of the hearing, unless the period is extended by
2217 agreement of the panel members. (Reference Letter A)
2218
- 2219 M. The Boards of Adjustment or the Arbitration Panel will have no power to amend or
2220 modify this Agreement or any written agreements or addenda supplementary hereto
2221 or to establish any new terms or conditions of the same.
2222
- 2223 N. The Board will keep a complete and accurate record of all matters submitted for its
2224 considerations and of all findings and decisions made. Such findings and decisions
2225 of the Board will be stated in writing in each case a copy of the finding or decision
2226 will be furnished to the Company, the Union, and such employees who are a party to
2227 the dispute.
2228
- 2229 O. All expenses of a Board or Panel, including those incurred by reason of the
2230 participation of a neutral arbitrator in the determination of the controversy as herein
2231 provided, will be borne one-half by the Company and one-half by the Union. The
2232 salary or compensation of the members of the Board or Panel, if any, will be by the
2233 parties selecting such member or members; except that Board or Panel members
2234 who are employees of the Company will be granted necessary leaves of absence
2235 without loss of pay to attend Board or Panel meetings. Board and Panel members
2236 will receive space available transportation over the lines of the Company from point
2237 of duty to point of meetings of the Board.
2238
- 2239 P. Essential witnesses and representatives will be furnished space available
2240 transportation over the Company's lines without charge to, the point of hearing and
2241 return.
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ARTICLE 23 - MEAL PERIODS

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- A. Meal periods will be thirty (30) minutes, except when a longer period is agreed upon between the parties.
- B. Meal periods will be scheduled not earlier than two and one-half (2-1/2) hours after commencement of work and not later than six (6) hours after commencement of work for full time employees. If the employee is not afforded a meal period within the foregoing time span, an uninterrupted meal period will be provided between the sixth hour and the end of the employee's scheduled shift and the employee will receive thirty (30) minutes additional pay at his base rate of pay.
- C. An employee on a ten (10) hour shift, meal period will be one half hour unpaid, commencing after three and one-half (3-1/2) hours and before the seventh (7th) hour of the shift. Each ten (10) hour shift will actually be scheduled for ten and one-half (10-1/2) hours. If the employee is not afforded a meal period within the forgoing time span, an uninterrupted meal period will be provided between the seventh (7th) hour and the end of the employees scheduled shift and the employee will receive thirty (30) minutes additional pay at his base rate of pay.
- D. By mutual, local agreement between the Company and the Union, eight (8) and ten (10) hour shifts may be scheduled with no meal period. Such eight (8) and ten (10) hour shifts will actually be scheduled for eight (8) or ten (10) hours.

ARTICLE 24 - PART TIME EMPLOYEES

The Company may utilize part-time employees in all classifications under this Agreement at all stations. The provisions of the Agreement will apply to part time employees except as follows:

- A. Any vacancy or vacancies may be declared by the Company to be part time.
- B. A part time vacancy or vacancies will be filled by the most senior qualified employee(s) requesting to fill such vacancy or vacancies in accordance with the following order of preference:
 - 1. By full time employees in the same classification, currently working at the station.
 - 2. By an employee with recall rights to the station.
 - 3. By employees with active transfers on file.
 - 4. By new employee(s).A full time employee's refusal of part time work will not affect that employee's seniority or recall rights under this Agreement.
- C. A part time employee will be scheduled as follows:
 - 1. For no less than three (3) consecutive hours, but no more than six and one half (6-1/2) consecutive hours in a workday excluding lunch and for a maximum of five (5) consecutive workdays in a workweek.
 - 2. For up to eight (8) consecutive hours (excluding meal periods) for up to four (4) consecutive workdays in a workweek.
 - 3. Part time employees may volunteer for split days off. Part time probationary employees may be assigned to split days off during probation only.
- D. Part time employees required to work in excess of five (5) hours will be allowed a thirty (30) minute unpaid meal period. The provisions of Article 23B will not apply.
- E. If a part time employee is scheduled and works on a holiday, he will be paid at the applicable rate as defined in Article 6 for hours worked. If a part time employee is not scheduled to work on holiday, he will be paid one-fifth (1/5th) of his regularly scheduled, work hours for that workweek at straight-time rates for the holiday.
- F. The probationary period for a part time employee will be the same as for a full time employee.

- 2313 G. A part time employee will accrue Company and Occupational seniority on the same
2314 basis as a full time employee.
2315
- 2316 H. Overtime requirements may be met by the Company by requiring part time
2317 employees to work after their scheduled hours or may request them to work before
2318 their scheduled hours at straight-time rates up to eight (8) hours in a workday.
2319
- 2320 1. The provisions of Article 11 Overtime will apply to part time employees after eight
2321 (8) hours in a workday have been worked, and at the rates provided in this
2322 Agreement.
2323
- 2324 2. Day off Overtime. Time worked on an employee's regularly scheduled day off will
2325 be paid as follows:
2326
- 2327 a. If an employee has not worked forty (40) hours or five (5) workdays during the
2328 workweek, straight-time pay for all hours up to eight (8) hours on an
2329 employee's day off. Any hours over eight (8) will be paid in accordance with
2330 Article 11 of this Agreement.
2331
- 2332 b. One and one-half (1-1/2) times the regular hourly rate for hours worked on an
2333 employee's scheduled day off.
2334
- 2335 c. Double the regular rate for time worked on an employee's second scheduled
2336 day off provided he has worked his first scheduled day off and has worked
2337 forty (40) hours (exclusive of daily overtime) during his regularly scheduled
2338 workweek.
2339
- 2340 I. Part Time - Sick Leave
2341
- 2342 1. A part time employee who completes six (6) months of active service with the
2343 Company will be credited with twenty-four (24) hours of sick leave for the
2344 calendar year in which the six (6) month period is completed.
2345
- 2346 2. Upon being credited with the applicable twenty-four (24) hours of sick leave, as
2347 mentioned in paragraph I1 above, a part time employee will thereafter accrue two
2348 (2) to three and one half (3-1/2) hours (based upon the employees scheduled
2349 hours) of sick leave for each calendar month of active service with the Company
2350 up to a maximum of thirty-nine (39) hours in any calendar year. Such sick leave
2351 accrued during a calendar year will not be used prior to February 1 of the
2352 following year.
2353
- 2354 3. Unused sick leave will be cumulative up to a maximum of seven hundred twenty
2355 (720) hours.
2356
- 2357 4. A part time employee who uses accrued sick leave will be compensated at his
2358 regular rate of pay for the number of hours he is scheduled to work.
2359

2360 5. Any part time employee who has reached two hundred forty (240) hours in his
2361 sick bank may convert thirty-nine (39) hours of sick leave into thirty-nine (39)
2362 hours of vacation time. Converted time must be taken in a one (1) week block or
2363 up to five one day increments with management approval. Such vacations will be
2364 bid after all regular vacation bids (Article 5) have been awarded.
2365

2366 J. Part Time Vacations
2367

2368 1. The number of vacation weeks accrued will be determined by length of service
2369 (as for full time employees) adjusted for leave of absence and layoff.
2370

2371 2. The number of hours paid per day of accrued vacation will be based on the
2372 employee's average weekly hours worked, excluding overtime and including CS
2373 hours. Any hours worked as a result of an authorized change of shift (CS); in the
2374 previous calendar year (such average will not be more than forty (40) hours for
2375 any one week period).
2376

2377 3. Notwithstanding the provisions of Article 5 of the Agreement, in the event that a
2378 full time employee changes status and becomes a part time employee, or in the
2379 event a part time employee changes status and becomes a full time employee,
2380 the average weekly hours worked calculation in J2 above will apply for the
2381 vacation during the year in which the employee's status changed.
2382

2383 K. All full-time employees under this Agreement, if affected by a reduction in force, may
2384 exercise their seniority under the provision of Article 15 to fill a full time job in their
2385 own or lower classification, or at their option elect to displace or fill a part time
2386 position at their station. An employee electing to fill a part time position under the
2387 provisions of Article 15 will retain recall rights back to the full time position.
2388

2389 L. A part time employee's injury on duty benefits will be in accordance with the
2390 applicable workman's compensation laws.
2391

2392 M. A part time employee whose shift begins at or after 1500 and before 2000 will
2393 receive a shift differential of twenty-five (.25) cents per hour for all hours worked. For
2394 part-time employees whose shift begins at or after 2000 and before 0500 will receive
2395 a shift differential of forty-five (.45) cents per hour for all hours worked.
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ARTICLE 25 - UNION SECURITY

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- A. All employees covered by this Agreement will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties), or agency fees in accordance with applicable law. An employee may have his membership dues deducted from his earnings by signing the form "Assignment and Authorization for Check-Off of Union Dues", also referred to as "Check-Off Form" or, if no such authorization is in effect, he must pay his initiation fee and membership dues directly to the Union.
- B. All new employees of the Company hired on or after the effective date of this Agreement will become members of the Union sixty (60) calendar days after the date of employment with the Company and will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying initiation fees and membership dues, or in lieu of maintenance of membership, agency fees in accordance with applicable law. The Company will allow the Union an opportunity, during local orientation, to meet with new employees and transferees regarding Union matters.
- C. Employees who are or become members of the Union under paragraphs A or B above will pay membership dues as set forth in this Article, except that payment for membership dues will not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification or position not covered by this Agreement.
- D. "Member of the Union", for purposes of this Article will mean any employee who is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation fee and membership dues as specified herein, or agency fee payer not more than sixty (60) calendar days in arrears in the payment of his fees.
- E. When an employee who is a member of the Union becomes delinquent within the meaning of paragraph D above, the following procedure will apply:
 - 1. The Director of the Air Transport Division of the Union will notify the employee in writing, certified mail, return receipt requested, that he is delinquent in the payment of the initiation fee and membership dues or agency fees, as specified herein, and accordingly, is subject to discharge as an employee of the Company. Such letter will also notify the employee that he must remit the required payment within fifteen (15) calendar days of the date of mailing of the notice, or be subject to discharge. This provision will be deemed to be complied with if the Union sends, but the employee refuses receipt of the above mailing.
 - 2. If, upon the expiration of the fifteen (15) calendar day period, the employee still remains delinquent, the Director of the Air Transport Division of the Union will certify, in writing, to the Vice President-Employee Relations of the Company, copy to the employee, that the employee has failed to remit payment within the

2445 grace period allowed and is therefore to be discharged. The Vice President-
2446 Employee Relations after being presented with the appropriate documentation
2447 will take proper steps to discharge such employee from the services of the
2448 Company.

2449
2450 3. An employee discharged by the Company under the provisions of this paragraph,
2451 will be deemed to have been discharged for cause within the meaning of the
2452 terms and provisions of this Agreement.

2453
2454 F. Any discharge under the terms of this Article will be based solely upon the failure of
2455 the employee to pay or tender payment of initiation fee and membership dues or
2456 agency fees, as specified in this Article, and not because of denial or termination of
2457 membership in the Union upon any other ground.

2458
2459 G. Any grievance by an employee concerning the interpretation or application of the
2460 provisions of this Article will be subject exclusively to the following procedure:

2461
2462 1. An employee who believes that the provisions of this Article pertaining to him
2463 have not been properly interpreted or applied may submit his request for review,
2464 in writing, within five (5) calendar days from the date the grievance arises, except
2465 that a grievance arising under paragraph E1, must be filed within the fifteen (15)
2466 calendar day period specified in that paragraph. The request will be submitted to
2467 his immediate supervisor who will review the grievance and render his decision,
2468 in writing, not later than five (5) calendar days following the receipt of the
2469 grievance.

2470
2471 2. The immediate supervisor will forward his decision to the employee with a copy
2472 to the Local Union Accredited Representative. If the decision is not satisfactory to
2473 both the employee and the Union, then either may appeal the grievance directly
2474 to the System Board of Adjustment, established under Article 22 of this
2475 Agreement, within ten (10) calendar days from the date of the decision. The
2476 terms and provisions of such Article will be applicable, except as otherwise
2477 specified in this Article.

2478
2479 3. If the Union should appeal the decision to the System Board of Adjustment, it will
2480 prepare a joint submission of the grievance setting forth the Union's and the
2481 employee's position and forward copies to the employee, the Vice President-
2482 Employee Relations of the Company and to the members of the System Board of
2483 Adjustment. If the employee should appeal the decision, he may request the Vice
2484 President Employee Relations to prepare the submission papers in his behalf of
2485 the System Board of Adjustment. In this event, such request will be made by the
2486 employee, in writing, to his immediate supervisor who will transmit, through the
2487 local Manager all facts, data and information concerning the grievance, together
2488 with a copy of the decision from which the appeal is taken. The Vice President
2489 Employee Relations will forward copies of the employee's separate submission
2490 to the employee, the local Manager, the Director of the Air Transport Division of
2491 the Union and to the members of the System Board of Adjustment.

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4. During the period a grievance is filed under the provisions of this paragraph and until after final award by the System Board of Adjustment, the employee will not be discharged from the Company because of noncompliance with the terms and provisions of this Article. In the event the employee's grievance is denied because he has not tendered dues owed under this Article, he will be considered discharged for cause. In any proceeding under this Article, the employee, the Company, and the Union will be allowed to present any facts or arguments supporting their position concerning proper application of this Article.

H. The Union agrees that it will indemnify the Company and save the Company harmless from any and all claims, which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.

I. The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

J. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work, in the proper exercise, performance, or implementation of his duties and responsibilities with the Company, or in respect to Union activity or membership. The Union further agrees that the Company may take disciplinary action for any violation of this provision.

K. The Company agrees to deduct from the pay of each employee who voluntarily executes the check-off form on or after the effective date of this Agreement, and remit to the Union the membership dues uniformly required by the Union.

L. When a member of the Union properly executes such "Check-Off Form", the Union will forward an original copy to the appropriate official as designated by the Company. Any Check-Off Form which is incomplete or improperly executed will be returned to the Local Union Office which submitted it. Any notice of revocation as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the employee and delivered by certified mail, addressed to their respective Local Union Office. Each Local Union Office will forward a copy to the appropriate official as designated by American Eagle, Inc. for future Union dues withholding. Check-Off Forms and notices received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received, and not when mailed.

M. When a Check-Off Form is received by the Company on or before a given payday, deductions will commence with first paycheck following said payday, and will continue thereafter until revoked or cancelled as provided in this Article. The Company will remit to the Union a check in payment of all dues collected on a given payday, on or as soon after the payday as possible. These remittances will be

2539 subject to normal accounting practice with respect to adjustments necessary
2540 because of the methods involved in the deduction procedure. The Company
2541 remittance of Union membership dues to the Union will be accompanied by a list of
2542 names, personnel numbers and station numbers of the employees for whom
2543 deductions have been made in that particular period, arranged in order of their
2544 personnel numbers. Additionally, the Company will supply in duplicate to the office of
2545 the Union a listing of those employees who are on leave of absence; have accepted
2546 a position outside the bargaining unit; or have terminated employment with the
2547 Company. The Company will further provide a list of any employees covered by this
2548 Agreement not on Check-Off to the Union on a monthly basis.
2549

2550 N. No deductions of Union dues will be made from the wages of any employee who has
2551 executed a Check-Off Form and who has been transferred to a job not covered by
2552 the Agreement, or who is on leave without pay. Upon return to work within a
2553 classification covered by this Agreement, deductions will be automatically resumed
2554 provided the employee has not revoked the assignment in accordance with this
2555 Article, and provided it is in accordance with the other appropriate provisions of this
2556 Article and of the Railway Labor Act, as amended.
2557

2558 O. An employee who has executed a Check-Off Form and who resigns or is terminated
2559 from the employ of the Company for reasons other than layoff will be deemed to
2560 have automatically revoked his assignment and if reemployed, further deductions of
2561 Union dues will be made only upon execution and receipt of a new Check-Off Form
2562 as governed by the provisions of paragraph B above. Upon return from layoff, leave
2563 of absence, or reinstatement from disciplinary discharge to work within a
2564 classification covered by this Agreement, deductions will be automatically resumed.
2565 In cases where Check-Off is not reinstated by the Company due to mechanical or
2566 software errors, the Company will collect the back dues at a maximum of fifty (50)
2567 dollars per month and remit to the Union, provided the employee has not revoked
2568 the assignment in accordance with this Article, and such deductions are in
2569 accordance with the other appropriate provisions of this Article and of the Railway
2570 Labor Act, as amended.
2571

2572 P. Collection of any back dues owed at the time of starting deductions for any
2573 employee, and collection of dues missed because the employee's earnings were not
2574 sufficient to cover the payment of dues for a particular pay period, will be the
2575 responsibility of the Union and will not be the subject of payroll deductions.
2576

2577 Q. Deductions of membership dues will be made in a flat sum from each paycheck
2578 provided there is a balance in the paycheck sufficient to cover the amount after all
2579 other deductions authorized by the employee or required by law have been satisfied.
2580 In the event of termination of employment, the obligation of the Company to collect
2581 dues will not extend beyond the period in which his last day of work occurs.
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ARTICLE 26 - NO STRIKE – NO LOCKOUT

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- A. It is the intent of the parties to this Agreement that the procedures set forth herein and in the Railway labor Act, as amended, for the resolution of disputes will serve as a means of peaceable settlement of all disputes that may arise between them and that, therefore:
1. The Company will neither cause nor permit any lockout of employees covered hereunder during the life of this Agreement; and
 2. Neither the Union nor the employees covered hereunder, both individually and collectively, will authorize, cause, sanction, or engage in any strike or job action against the Company, illegal picketing of the Company's premises, slowdown, sit-down, walkout, work stoppage, or curtailment of work of any kind, during the life of this Agreement.

ARTICLE 27 - SAVING CLAUSE

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- A. Should any term or provision herein be rendered invalid, such invalidation will not affect the remaining terms and provisions of this Agreement which will remain in full force and effect.

- B. In the event of invalidation, unless otherwise required by law, either the Company or the Union may, upon thirty (30) days written notice, request negotiations concerning modifications or amendment of the invalidated provision or provisions and such negotiations will commence within fifteen (15) days from the date of receipt of said notice.

ARTICLE 28 - HEALTH & SAFETY

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2613 A. No employee will be required to participate in a bomb scare investigation / search
2614 against his wishes.
2615
2616 B. The Company will provide protective devices and other equipment necessary to
2617 meet safety regulations and safety standards and will make provisions for the health
2618 and safety of the employee during hours of employment. The Company will also
2619 make available adequate rain and cold weather gear, and hearing protection. The
2620 Company will provide goggles gloves and face masks to those employees assigned
2621 the deicing function at Company expense.
2622
2623 C. The Company agrees to maintain safe, sanitary conditions all Company shops and
2624 facilities.
2625
2626 D. The Company will provide adequate heating in all shops and facilities.
2627
2628 E. In order to eliminate accidents, illness and unsafe and unsanitary conditions a joint
2629 Company / Union safety committee will be established. It will be the duty of this
2630 committee to see that all state and local health and safety regulations are complied
2631 with, that safety equipment is being used and that safety practices and procedures
2632 are being followed.
2633
2634 F. In the event that the Joint Safety Committee is unable, within sixty (60) days, to
2635 resolve an issue which has been brought to its attention, either the Company or the
2636 Union may submit the issue to the System Joint Safety Committee which will
2637 constitute a board to review the issue(s). The System Joint Safety Committee will
2638 consist of a representative of the Transport Workers Union International and a
2639 representative of the Company's Safety office. If the issue(s) is / are not resolved by
2640 the System Joint Safety Committee, either representative may submit the issue(s)
2641 on appeal to the Board of Adjustment in accordance with the provisions of Article 22
2642 of the labor Agreement.
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ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall become effective as of _____. It shall continue in full force and effect until and including _____, and shall renew itself until each succeeding _____ thereafter, except that a written notice of intended change may be served in accordance with Section 6, Title I of the Railway labor Act, as amended, by either party hereto at least sixty (60) days prior to _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO

AMERICAN EAGLE AIRLINES, INC.

International President

President

International Executive Vice President

Chief Operations Officer

Air Transport Director

Senior Vice President Customer Service

Vice President Employee Relations

EXECUTIVE AIRLINES, INC

President

2655
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2657

Witnesses: