



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BRITISH AIRWAYS

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DISTRICT LODGE 142

CUSTOMER SERVICES AND RELATED

CONTINUED IN FORCE FROM - OCTOBER 1, 2017
DATE OF RATIFICATION - NOVEMBER 20, 2019
AMENDABLE DATE - NOVEMBER 19, 2023

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN

BRITISH AIRWAYS

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

The following Collective Bargaining Agreement is hereby entered into this **1st day of October, 2017** and is in full and final settlement of all items **as of the date of ratification on November 20, 2019**, covering contract proposals submitted by and between BRITISH AIRWAYS and THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS covering the classifications of:

REPRESENTATIVES

Customer **Experience** Representatives

Associate Customer Experience Representatives

AGENTS

Customer **Experience** Agents

Associate **Experience** Service Agents

TELECOMMUNICATIONS

Lead Telecommunications Officer (Maintenance)

Telecommunications Officer (Maintenance)

CARGO SALES ASSISTANT

ARTICLE I - PURPOSE OF THIS AGREEMENT

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

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

- B. No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.
- C. It is understood wherever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to both **all** employees.

ARTICLE II - SCOPE OF AGREEMENT

- A. The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all classifications covered by this Agreement working within the continental limits of the United States and its possessions.
- B. All work performed by the Company, including work of all classifications covered by this Agreement as described in the classification and work requirements in Article IV of this Agreement, is recognized as coming within the jurisdiction of the International Association of Machinists and Aerospace Workers and is covered by this Agreement. It is understood that the Company reserve the right to continue contracting out work historically contracted out.
- C. **The Company and the Union agree the following functions will be considered work partially or fully covered by the CBA:**
1. **Customer Service functions at New York Kennedy (JFK), Newark (EWR), Washington Dulles (IAD), Boston (BOS), Philadelphia (PHL), Miami (MIA), Chicago (ORD), Houston (IAH), Los Angeles (LAX) and San Francisco)SFO).**
 2. **Telecommunications functions at New York Kennedy (JFK).**
- D. As of September 6, 1990, British Airways and the International Association of Machinists and Aerospace Workers will agree to a seniority list which will list all permanent full-time and part-time employees covered by this Agreement. All the named employees will be guaranteed their position at their station or location for the life of this contract and will not be involuntarily laid off. This protection will not apply where the Company closes any station or location.
- All staff hired after September 6, 1990, whether full-time or part-time, will be placed on an integrated seniority list by classification at their station or location for the purpose of lay-off only. If there is a need for British Airways to lay-off staff at a station or location this integrated seniority list will apply. Full-time staff affected by lay-off, after exhausting the appropriate provisions of Article VIII, will be offered a full-time position within the BA/IAM agreements if they were hired prior to the date of signing this agreement (March 15, 1994). These full-time staff may be required to train and/or relocate and will continue on their current wage scale or the new wage scale, whichever is higher.
- There will be no obligation to offer any positions to part-time staff hired after September 6, 1990 or full-time staff hired after the date of signing of this Agreement (March 15, 1994). These staff will follow the appropriate provisions of Article VIII and Article XIX.
- E. In the performance of their duties, employees covered by this Agreement shall be governed by Company rules, regulations and orders issued by properly designated authorities of the Company, providing such rules, regulations, and orders are not in

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

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

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

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

ARTICLE III - STATUS OF AGREEMENT

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

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

ARTICLE IV - CLASSIFICATION AND WORK REQUIREMENTS

The following applies to all classifications:

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

Employees will be required to attend training courses provided by the Company relevant to their job description. Where possible, dates convenient to the employee and the Company will be scheduled. Employees will be responsible for familiarizing themselves with all Company rules and regulations pertaining to their duties governed by Article II (c).

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

CUSTOMER EXPERIENCE REPRESENTATIVE

(Note - The CER classification and work requirements are inclusive of the newly established Associate Customer Experience Representative found in a Letter of Agreement in the back of this CBA)

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

The work of a Customer **Experience** Representative shall be to supervise, direct, lead, instruct and assist the Customer **Experience** Agent classification including on-the-job training. In connection with this work he shall be responsible for the administration and application of the established policies and procedures of the Company relative to his job description. He may be required to perform the work of a Customer **Experience** Agent when necessary. He will also perform other duties as **required or where** directed by Management, relative to his job description. He will be required to obtain and maintain qualifications relevant to his job description. These qualifications will not be in conflict with those spelled out in the agreement. He will be given necessary time and the training to secure such qualifications and will not be penalized by the Company if it fails to provide or schedule the necessary training. A Customer **Experience** Representative who fails a course will be given necessary time and training as prescribed by the Company to prepare for a retest with no change in status or pay scale. **The maximum number of retests will be two (2) for a total of three (3) tests.**

Operations Support will be provided to our flying community as required by the operation on the day to ensure timely operational performance and delivery for customers.

ASSOCIATE CUSTOMER EXPERIENCE AGENT

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

CUSTOMER EXPERIENCE AGENT

The work of a Customer **Experience** Agent shall consist of all necessary actions to deliver for the customer at the first point of contact. It includes the following:

Customer Service – **Where required**, handling inbound, outbound, and transit **customers** on and off the station, **basic** ticketing, escort duties, documentation, handling and labeling of baggage and checking in **customers**, interline transfers, clearing inbound and outbound ships papers, hotel duties, operation of the loading bridges, driving of Company vehicles assigned to Customer Services is required for anyone holding a valid driver's license. passing Catering orders via **facsimile** or telephone, finalizing ships papers and performing necessary post departure work.

Lounge Reception - **British Airways** lounges with its own Customer **Experience** Agents for reception purposes in order to **support our** British Airways **customers**.

Operations Support will be provided to our flying community as required by the operation on the day to ensure timely operational performance and delivery for customers. Additionally, support will be provided, while in JFK Terminal 7, for the daily running of the terminal operation.

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

Concorde Team - Providing special handling and assistance to British Airways' first class, Concorde, Premier and other priority **customers as defined by the Company**, repeat business by these **customers** is ensured when optimum quality customer service is afforded them. Such service includes the recognition of important **customers**, guidance through ticketing and check-in procedures, assistance with baggage claim, immigration and customs formalities, and liaising with skycaps, drivers or other parties involved with the **customer's** travel arrangements.

Concorde Team will often include coordination with **relevant departments**, government and diplomatic authorities, and in some cases with security personnel in order to protect the privacy and discretion of **customers** to whom these might be of some concern. Staff assigned to these functions **may be** required to wear appropriate non-uniform business attire.

Where the Company determines that there is a requirement for **Concorde Team** function to be performed, an Agent will be assigned to **Concorde Team** duties in addition to his normal Agent duties.

Customer **Experience** Agents will be called upon to perform any of these functions on shift for which they have been trained and qualified and may be moved between functions where the workload demands. Allocation to tasks identified in this Article will be the responsibility of the Customer **Experience** Representatives **and will be done in accordance with the station resource plan**. In the event that an order or work assignment is issued by a member of management in an immediate situation, the Representative will be advised that this has occurred.

When **the Company determines there is a need for an additional** Customer **Experience** Representative on duty the Company will first upgrade the senior Agent on duty from the training pool. The senior Agent in the pool must accept the CSR upgrade. If there are no Agents on duty who are in the pool the Company will replace the Representative by offering overtime to the Customer **Experience** Representative classification. If after complying with the above procedure the overtime requirement is not satisfied the senior qualified Agent on duty will be upgraded to Customer **Experience** Representative.

The Company will not reduce full-time staffing (**CER** or **CEA**), at any location, as a result of the **elimination of** station minimum staffing numbers. Any reduction in station minimum manning will be implemented at each station through attrition or where there is an unforeseen change in operating patterns based upon the operating schedule in effect as of **November 20, 2019**. This protection will not apply where the Company closes a station or location.

The ratio of Customer **Experience** Representatives to full-time and part-time Customer **Experience** Agents on duty shall be driven by operational efficiencies.

Incumbent permanent Customer **Experience** Representatives who are in a Customer **Experience** Representative position **as of November 20, 2019** will not be involuntarily laid off as a result of the removal of the ratios. This protection will not apply where the Company closes a station or location.

It is understood that shifts without aircraft movements can be covered by Customer **Experience** Agents (full-time or part-time), without a permanent Customer **Experience** Representative on duty.

TELECOMMUNICATIONS

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

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

LEAD TELECOMMUNICATIONS OFFICER (MAINTENANCE)

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

TELECOMMUNICATIONS OFFICER (MAINTENANCE)

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

Subject to shift work. Subject to emergency call out.

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

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

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

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

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

CARGO SALES ASSISTANT

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

The work of a Cargo Sales Assistant shall consist of answering Cargo Sales telephone calls, sending messages, handling administrative activity, maintaining office manuals, ordering office

supplies for the Cargo Sales office, action and record AD 75s.

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

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

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

ARTICLE V - HOURS OF SERVICE

- A. **The Company may utilize scheduled shifts consisting of eight (8) or ten (10) consecutive hours, which shall be inclusive of a thirty (30) minute meal period. A workday will begin at the starting time of an employee's shift and extend for twenty-hour (24) hours thereafter.**
- B. **An employee's work week shall normally consist of five (5) consecutive workdays, followed by two (2) consecutive days off or four workdays with three days off (two of which are consecutive and a third day off that need not be consecutive with the others).**

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

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

The first of the five (5) or four (4) workdays shall begin his work week. Of the employee's three (3) rostered days off, the first two (2) of those rostered days off in the work week will be designated as their sixth (6th) day and the last rostered day off worked in the work week will be designated as their seventh (7th) day for purposes of overtime premiums called for in Article VI.

Deviations from these practices may occur when a shift change is necessitated, or when an employee is assigned to local training courses. Any other vacancies will be filled by the senior employee volunteering for the vacancy. If there are no volunteers, the most junior employee will be assigned.

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

A separate AM shift roster will be established if the operation requires it.

When a ten (10) hour shift is bid by an employee, sick time and vacation accruals which are calculated in this Agreement for full-time employees based on a five (5) day/eight (8) hour per day work week, shall be adjusted to an hour equivalent, and ten (10) hours shall be deducted for each day utilized or paid. For example, each week or day of vacation or sick time shall be considered four (4), ten (10) hour days, each day a ten (10) hour day, and shall be deducted from their bank accordingly.

Holiday pay shall be paid at the rate of 8 hours per day or **ten (10) hours per day (as per the shift bid) when** an employee works on that day.

- Example: **An Employee on a ten (10) hour shift** works the Holiday and elects pay. Employee paid 10 hours at 1.5X (time and one half) their rate plus 10 hours straight time for the Holiday.
- Example: **An Employee on an eight (8) hour shift works the Holiday and elects pay. The Employee is paid eight (8) hours at 1.5X (time and one half pay) their rate plus eight (8) hours straight time for the Holiday.**
- Employee elects to work and bank CTO. Employee banks **eight (8) or ten (10) (as per shift bid)** hours CTO and gets paid **eight (8) or ten (10) hours** at 1.5X their rate.

Holiday pay shall be paid at the rate of eight (8) hours or ten (10) hours per day only (as per the shift bid) where an employee does not work that day.

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

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

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

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

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

Example: 1600-2359 Shift Tuesday and Wednesday off:

	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>SU</u>	
Week 1	X	O	X	X	X	X	O	1600-2359
Training	X	X	X	X	X	O	O	0800-1600
Training	X	X	X	X	X	O	O	0800-1600
Week 4	X	O	O	X	X	X	X	1600-2359

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

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

Employees shall be permitted to select shifts according to seniority.

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

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

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

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

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

C. It is agreed that shift premiums will be paid as follows:

Shifts starting between 0600-1359 - no premium

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

Shifts starting between 1900-0559 - 63 cents per hour

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

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

be posted.

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

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

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

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

- F. The regular starting and stopping times for work shifts will be scheduled and posted at each work unit and shall not be changed with less than five (5) calendar days' notice to any employee affected by such change.

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

HOURS OF WORK - TELECOMMUNICATIONS

- A. Eight (8) hours of service which shall include a meal break period of 30 minutes shall ordinarily constitute a work shift. The meal break to be taken between the beginning of the fourth hour and the end of the seventh hour from the commencement of the shift.
- B. No employee will be called to work or required to report to work for a shift of less than eight (8) hours work or pay therefor. Any employee called to work or permitted to come to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, including legal strikes involving personnel of the Company, shall receive a minimum of four (4) hours pay at the regular hourly rate, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift, whichever period is the shorter.
- C. Five work shifts of eight (8) hours worked on consecutive days shall ordinarily constitute a work week.

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

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

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

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

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

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

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

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

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

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

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

K. It is agreed that shift premiums will be paid as follows:

Shifts starting between 0600-1359 - no premium
Shifts starting between 14:00-18:59 - 58 cents per hour
Shifts starting between 1900-0559 - 63 cents per hour

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

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

ARTICLE VI - OVERTIME AND HOLIDAYS

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

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

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

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

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

EXAMPLE OF 40 HOUR QUALIFIER **40-Hour Overtime Qualifier Principles**

- (1) Before any premium rates (ie. Time and one-half or double time) are paid, an employee must work 40 hours of straight time in a week.**
- (2) Overtime calculations, whether time and a half or double time, are calculated for an employee on a daily basis as per today's contract language**
- (3) Retrospectively, at the end of the work week, an employee's pay is adjusted if they have not worked their full 40 hour scheduled week, by discounting the highest premium rate hours back to straight time first.**

Scenario 1				
	Rostered Hours	Overtime Worked	Time Code	Hour Type
Mon	9:00 - 17:00	17:00 - 21:00	WR	REG 8 hours, OT 1.5 4 hours
Tue	9:00 - 17:00		WR	REG 8 hours
Wed	9:00 - 17:00		WR	REG 8 hours
Thu	9:00 - 17:00		WR	REG 8 hours
Fri	9:00 - 17:00		SIC	SICK 8 hours
Sat	RDO	8:00 - 12:00	WR	OT 1.5 4 hours
Sun	RDO	8:00 - 12:00	WR	OT 2.0 4 hours
Total hours worked				44 hours (32 straight time + 12 OT)
				Adjustment: OT 2.0 (4) hours OT 1.5 (4) hours OT 1.0 8 hours

Scenario 2				
	Rostered Hours	Overtime Worked	Time Code	Hour Type
Mon	9:00 - 17:00		WR	REG 8 hours
Tue	9:00 - 17:00		WR	REG 8 hours
Wed	9:00 - 17:00		WR	REG 8 hours
Thu	9:00 - 17:00		WR	REG 8 hours
Fri	9:00 - 17:00		SIC	SICK 8 hours
Sat	RDO	9:00 - 17:00	WR	OT 1.5 hours 8 hours
Sun	RDO	9:00 - 17:00	WR	OT 2.0 hours 8 hours
Total hours worked				48 hours (32 straight time + 16 OT)
				Adjustment: OT 2.0 (8) hours OT 1.0 8 hours

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

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

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

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

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

- C. Employees not required to work on a holiday shall be compensated for the day at straight time rate.

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

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

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

- D. When it becomes necessary for employees to work overtime, they shall not be laid off during the regular work schedule to equalize the time, and all over- time will be distributed as equally as possible among all qualified employees in each shop, hangar or facility.
- E. Except in an emergency, no employee shall be expected to work overtime against his wishes. Emergency is defined as an occurrence that is unforeseen and unplanned that has an adverse effect on the operation.
- F. Employees relieved for the day, then called or required to return to duty to perform work not contiguous with a regular scheduled tour of duty will be guaranteed a minimum of four (4) hours pay at the applicable overtime rate. This will be known as recall.
- G. An employee will be paid two hours pay at straight time rates for performing overtime work contiguous with his regular tour of duty for which he/she is called between the hours of 23:00 and 07:00. Such pay shall be paid in addition to normal overtime for overtime worked.

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

- H. Employees who have been required to work fourteen (14) consecutive hours will be given a rest period of at least ten (10) hours before being required to report for work

again. In the event that this rest period extends into his regular work shift, the employee will be paid for such time lost at regular straight time rates.

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

- I. Employees on duty shall be given no less than four (4) hours' notice of contemplated overtime work except in cases of extreme emergency. This is not applicable to part-time workers working a four-hour shift.
- J. No overtime shall be worked except by direction of the proper Management personnel of the Company.
- K. There shall be no pyramiding of overtime rates provided in this Agreement.
- L. No employee will be called to work or required to report to work for a shift of less than eight (8) hours work or pay therefor, except on a rostered day off where they may be called in for a minimum of four (4) hours.

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

During the call-in process, the Company will ask each employee if they are interested in the four (4) hour overtime shift. If the answer from the employee is "no", the Company would then ask that same employee if they would come in for more than four (4) hours. If the answer is still "no", they would then move on to the next person. If the answer is "yes" to the more than four (4) hour query the answer will be noted, and the next person will be called in succession. This will continue until 1) no one accepts either a four (4) hour or greater than four (4) hour shift, or 2) an employee accepts the four (4) hour shift, or 3) no one accepts the four (4) hour shift but the first person who accepted the greater than four (4) hour offer in succession is awarded the overtime.

Employees on RDO Examples

Example 1

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	No	x
Employee 5	No	No	x
Employee 6	No	No	x

Note – when no volunteers see Article IV, page 8 & 9

Example 2

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	No	x
Employee 5	Yes	x	Awarded
Employee 6	x	x	x

Example 3

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	No	x
Employee 3	No	No	x
Employee 4	No	Yes	Awarded
Employee 5	No	Yes	x
Employee 6	No	Yes	x

Example 4

OT List	Four Hours?	More than Four?	Award
Employee 1	No	No	x
Employee 2	No	Yes	x
Employee 3	No	No	x
Employee 4	Yes	No	Awarded
Employee 5	No	No	x
Employee 6	No	No	x

Note – In any case of the above example, there are only 7 possible phone calls being made as opposed to the possible 12 calls being made.

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

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

Representatives may take up to five CTO days together, either in conjunction with vacation

or separately and the balance on an individual basis provided the employee can be relieved and that where possible, fourteen days' notice is given. Accrued CTO days must be taken by December 31st of the year following the year in which they were earned.

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

- N. For continuous service before and after regular working hours, employees will not be required to work more than two (2) hours without being permitted to go to meals, and such employees required to work more than two (2) hours will be allowed thirty (30) minutes to eat without loss of time. For each additional four (4) hours overtime worked employees will be allowed thirty (30) minutes to eat without loss of time.
- O. Upon thirty (30) days' notice to his Section Head, an employee of certain Religious conviction, may celebrate a Religious Holiday or Holidays, as it may be, and charge the days against his accumulated CTO, earned by working other contract-covered Holidays. Such granting of days off will always be subject to the Company work requirements. Example: Employees of Jewish faith may choose to work Good Friday, Christmas, and New Year's Day and prefer to take off Yom Kippur, Rosh Hashana, and Passover with pay, in accordance with Article VI (b) or the Agreements.
- P. Employees upon three (3) days' notice, prior to the close of that week's payroll, will be able to cash out and/or withdraw money from their accrued (earned) CTO bank. Example: Employee has a positive bank CTO balance of twenty (20) days (160 hrs.). They notify "work brain" (PAYROLL) that they wish to cash out forty (40) hours of CTO and receive it in next week's paycheck.
- Q. When approved by management, employees will be allowed to use accrued CTO time to receive pay in lieu of going home early provided they can be released. Example: assuming due to operational requirements an employee can be released they may work a portion of their workday and receive full pay by using accrued time from their CTO bank.
- R. Employees will be able to roll over two hundred and forty (240) hours of CTO, accrued through working overtime from one calendar year to the next. These accrued CTO hours will only be cashed out at the employee's request. Any overtime CTO balance that exceed the two hundred and forty (240) hours will be cashed out by March 31st of the following year of which they were earned.

ARTICLE VII - TRAVEL ON DUTY AWAY FROM BASE STATION

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

(Note: Base station is defined as the city in which the employee's normal workplace is located: Base stations include **New York Kennedy (JFK), Newark (EWR), Washington Dulles (IAD), Boston (BOS), Philadelphia (PHL), Miami (MIA), Chicago (ORD), Houston (IAH), Los Angeles (LAX) and San Francisco (SFO)**.)

- B. All time spent in traveling or waiting in connection with **Temporary Duty** as defined in paragraph (a) above, including hours in excess of eight (8) hours in any one day shall be paid for as time worked, if during the current twenty-four (24) hour period no work is required before or after traveling or waiting unless an employee is required to travel on regular days off, in which event he will be paid for all hours traveling or working at the overtime rate applicable for the day; provided however, that if travel is interrupted for any reason and the employee is released by an agent of the Company for a period of five (5) consecutive hours or more, he shall not be paid for time released but in no event shall any employee receive less than eight (8) hours' pay at straight time rate for any twenty-four (24) hour period while away from his base station; provided, however, that the Company may schedule him to take his regular days off without compensation except for the reasonable and necessary expense provided for in this Article.
- C. Employees required to work, and travel shall be paid at the overtime rate applicable for all hours in excess of eight (8) hours of such combination of working, waiting, and traveling for the day in question.
- D. Upon completion of such **Temporary Duty** or training classes, an employee shall return to his home station in accordance with the orders received at the time he left his home station, or in accordance with the orders he receives from the person to whom he was ordered to report in the field, and shall be compensated for the return trip in accordance with the provisions of this Article.
- E. Where transportation, meals and lodgings are not provided by the Company, expenses will be allowed in accordance with the Company's subsistence rates. Upon application, an employee will be given an advance by the Company to cover his expenses while away from his base station. Within five (5) days after returning to home station, or at the close of each week in the event the employee is away for a period longer than one week, the employee shall submit an expense account in accordance with Company regulations, and if the employee has returned to his home station, it shall be accompanied by the balance of any expense money advanced but not accounted for on the expense account.

- F. Employees who are temporarily transferred from their home station to fill temporary vacancies shall be paid in accordance with paragraphs (b) and (c) of this Article for the time necessary to travel in connection with such temporary transfer, and they shall receive necessary and reasonable expenses in accordance with the Company's subsistence rates.
- G. When an employee is away from his home station filling a temporary vacancy he shall be paid straight time and overtime in accordance with the provisions of this Agreement based on the shifts as scheduled at the location of the temporary vacancy, but in no event shall he receive less than eight (8) hours pay for each day. However, the Company may schedule him to take his regular days off without compensation, except for the reasonable and necessary expenses provided for in this Article.
- H. Employees called from home for **Temporary duty** after completing their regular shift assignment, or on a regular day off, will be allowed one (1) hour as preparatory time at overtime rate and, in all possible cases, will be given two (2) hours or more notice (four (4) hours in the case of Representatives) before departure time.
- I. When an employee covered by this Agreement receives a special assignment, which must be in writing, to attend training classes pertaining to his work, or to fulfill other special assignments not constituting **Temporary Duty** or the filling of temporary vacancies, he shall receive compensation at straight time rates for all time spent in traveling or waiting. However, in no event shall any employee receive less than eight (8) hours pay at straight time rate for any twenty-four (24) hour period while away from his base station; provided, however, that the Company may schedule him to take his regular days off without compensation except for the reasonable and necessary expense provided for in this Article. If such special assignment involves traveling after completion of his regular work for the day, he shall receive the applicable overtime rate for the first succeeding eight (8) hours of traveling and waiting.
- J. When the training course or assignment is in the same city or metropolitan area which is the employee's normal base, travel time will not be paid, but staff may claim mileage for any travel in excess of their journey from home to their normal work location.
- K. When employees are required to be on duty in the UK, the Company will pay for the cost of hotel accommodations which it obtains for the employee plus allowances in Sterling in accordance with the Company's current regulation which will be advised to the employee before leaving his station. In addition, the Company will pay the reasonable cost of public transportation from the employee's hotel to the training school or other place of work. Where an employee is attending an extended training course of three (3) months or more, he may stay at an approved hotel other than at London Airport, or he may elect to make his own accommodation arrangements and may claim allowances in accordance with Company regulations. The only accounting in this case will be an expense claim showing the number of days in the UK multiplied by the daily rate.

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

quoted above.

- L. Employees proceeding to training courses in the UK will be allowed the following travel time:

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

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

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

- M. Employees proceeding to training courses in the USA will be allowed the following travel time: One (1) hour prior to flight time to check in, plus actual flying time (origin to destination) plus one (1) hour after arrival time. In no event will an employee receive less pay than hours normally scheduled to work.

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

ARTICLE VIII - SENIORITY

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

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

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

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

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

- C. In a reduction of force, employees to be laid off will be privileged to exercise their seniority in any classification in which they have previously established seniority rights. Employees will be laid off only in accordance with their seniority within the work unit in which they are employed. The seniority list shall show unit seniority.

Any employee covered under the job security provision contained within Article II (C)

and who has exhausted the appropriate provisions of Article VIII, under his/her Collective Bargaining Agreement, will be guaranteed a position under the BA/IAM agreements regardless of having established any previous classification seniority.

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

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

- F. Except as otherwise provided in this Agreement, new employees hired after the effective date of this Agreement shall be regarded as probationary employees for the ninety (90) days of their employment and there shall be no responsibility on the part of the Company for the re-employment of temporary employees if they are discharged or laid off during this period. This period may be extended by mutual agreement between the Company and the Union. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in the order of the date of their original hiring at the point and on the system seniority roster. The Company will furnish the Local Committee with names, classification, department and rate of pay of all new employees within five (5) days after being employed.
- G. Seniority lists by classifications shall be furnished to the Local Chairman and the International Union, and shall be posted in each shop, hangar, or facility, January 1st of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest for a period of thirty (30) days; if no complaint is made within thirty (30) days after posting, the list as published will be assumed to be correct and no changes will be made except under extraordinary circumstances. In preparing seniority lists when it is impossible to determine the proper order by date of entering the classification or by length of service with the Company, then the names shall be listed in alphabetical order by surnames, as listed on their original employment application.
- H. Employees will lose their seniority status and their names will be removed from seniority lists under the following conditions:
 - 1. He quits or resigns from the Company or accepts a position within the Company

which is not under the jurisdiction of the IAMAW for a period in excess of six (6) months. A waiver of this six-month provision may be granted by mutual agreement.

2. He is discharged for just cause.
 3. He is absent from work for three (3) consecutive workdays without properly notifying the Company of the reason for his absence, and not then if a satisfactory reason is given for not so notifying the Company.
 4. He does not inform the Company in writing or by telegraph of his intention to return to service within seven (7) days of receipt of a notice offering to re-employ him.
 5. He does not return to the service on or before a date specified in the notice from the Company after a lay-off, which date should not be prior to fifteen (15) days after sending such notice; provided that notices pursuant to subdivisions four (4) and five (5) of this paragraph (h) shall be sent by Registered Mail (return receipt requested) or by telegram to the employee at the last address filed by him with the Company.
 6. Subdivisions (4) and (5) of this paragraph shall not apply to offers of temporary work.
 7. He is not recalled from lay-off within four (4) years from the date of his lay-off.
- I. When it becomes necessary to reduce the working force, seniority plus ability as per paragraph (b) of this Article and the job security language spelled out in Article II (C) will govern. In the event of reduction in force, employees shall receive ten (10) workdays' notice or ten (10) workdays pay, in lieu thereof. If an employee fails to work out his notice when requested to do so, he shall be paid only for such period of his notice that he has worked. A list of employees to be laid off will be furnished the local Committee and International Union prior to notifying the employees affected. When it becomes necessary to lay off employees covered by this Agreement who must sever their connection with the Company because of insufficient seniority exercised in another classification, unless covered by the job security clause spelled out in Article II (C), they should be given ten (10) workdays' notice of same, or at the option of the employee two (2) weeks' salary in lieu thereof.
- J. Employees laid off on account of a force reduction will be given preference according to system seniority to transfer to any other point on the system within the continental limits of the United States of America, where men are needed, with privilege of returning to their home station when the force is increased. Such transfers shall be made without expense to the Company but, space available, free transportation will be furnished to the employee and his dependents to the extent permitted by law.

- K. Employees laid off in a reduction of force who desire to seek employment with another **Company** elsewhere will, on one occasion, and upon application within sixty (60) days after lay-off, be furnished with a space available one-way pass to any point desired within the continental limits of the United States of America to the extent permitted by law.
- L. When a reduction in supervisory jobs becomes necessary, ten (10) working days-notice will be given to each employee whose job is to be eliminated. Each employee receiving such notice must make known within four (4) days thereafter his intention to exercise his seniority in displacing a Representative who is junior to him and holding a comparable or lesser-rated job for which he is qualified. Other Representatives who are displaced by such actions must do likewise.
- M. **Employees of the Company working under this agreement shall be afforded all rights unimpaired as provided for by all applicable local, state or federal laws.**
- N. All employees promoted to supervisory positions in classifications covered by this Agreement **or who are, or who have been promoted to positions outside the scope of this Agreement** will continue to accrue seniority for a period of six (6) months in the classification from which they were promoted and shall retain all seniority so accumulated.
- O. The senior employee within a classification will be given preference in the choice of shifts, but after selection or assignment will not enjoy such further preference except to fill vacancies or new positions or in the exercise of seniority after a reduction in force.
- P. Should the Company bring in employees who are not covered by this Agreement for training purposes, such employees will not fill any supervisory or non-supervisory jobs.
- Q. Any disputes as to the reasonableness of action taken by the Company relating to seniority are to be handled in accordance with the grievance procedure outlined in Article XIII.
- R. Any **full-time** employee covered by this Agreement with one (1) or more years of service **and any part-time employee covered by this Agreement with two (2) or more years of service** and who is laid off shall receive severance pay as provided in paragraph (t) of this Article, subject to the limitations set forth herein.

Severance pay shall NOT be paid in the event:

1. An employee is dismissed for cause.
2. An employee resigns.
3. An employee refuses to work out his notice if requested to do so.
4. A National Emergency arises which results in cessation of operations.
5. A strike or picketing of the Company's premises causing a temporary lay-off of the employees.

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

T. Severance pay shall be calculated as follows:

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

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

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

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

1. Employees laid off from their location and remain with the Company by exercising their seniority rights or who remain with the Company by exercising their contractual rights under Article II will retain unlimited recall rights to the station or stations from which they are laid off.
2. All employees who are on lay-off as described in paragraph (1) above, shall have the right to bid on all job openings and promotions that are up for bid system wide, covered under their contract and still maintain their unlimited recall rights to the station or stations from which they were laid off.
3. Employees laid off who are unable to exercise their seniority, in any classification at any location and are laid off to the street will have recall rights to the station or stations from which they were laid off for a period of four (4) years. These employees will have the opportunity to bid any/all unbid openings within their work unit system wide, seniority permitting. It is the employee's responsibility to contact the appropriate phone numbers supplied at the time of lay-off and ascertain the positions/locations available and bid for the available position(s), within the required time limits.
4. Employees laid off from their station/location who had the opportunity to exercise their seniority in any classification in which they hold seniority, but choose to be laid off to the street will have recall rights to the station or stations from where

they were laid off for a period of four (4) years. These employees during this lay-off will have the opportunity to bid any/all unbid openings within their work unit system wide, seniority permitting. It is the employee's responsibility to contact the appropriate phone numbers supplied at the time of lay-off and ascertain the positions/locations available and bid for the available position(s), within the required time limits.

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

ARTICLE IX - FILLING OF VACANCIES

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

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

- B. An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid, and if he is the senior bidder on more than one (1) vacancy, he shall have the opportunity to qualify only for the job ranked highest in his preference. All bids will be made in three (3) written copies by the employee with two (2) copies furnished to the Company and one (1) copy furnished to the General Chairman.
- C. After an employee has been chosen to fill a bulletined job, the Company shall within five (5) workdays post a notice of same on all appropriate bulletin boards and furnish a copy to the General Chairman, showing the name of the successful bidder and his classification seniority date.

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

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

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

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

- E. The senior bidder shall hold the bulletined job for a period of ninety (90) consecutive days on a trial basis in order to demonstrate his ability to perform the work required by the job. During such period of ninety (90) days, if the employee is unable to demonstrate his ability to perform the work required by the job, or if he finds the job to be not as represented in the bulletin, he may return to his previous assignment, but he shall not, in case of failure to demonstrate ability, for a period of six (6) months after said failure, be permitted to bid for a vacancy in the same or higher classification in the same type of work in which he was unable to demonstrate ability.
- F. During the interim required to bulletin a vacancy, the Company may upgrade the most senior qualified employee on the shift to fill the vacancy temporarily, and he shall be paid at the next highest point on the scale to his current rate.
- G. In the case of vacancies in classifications above Agent not expected to exceed ninety (90) days, the Company may upgrade the most senior qualified employee in the pool (see Appendix "B", (11) to fill such vacancies on a temporary basis without bulletining the job; however, cutback employees from such classifications will have preference in accordance with their seniority in filling such vacancies.
- H. The Company may replace a permanent full-time Agent that is absent for a period of ninety (90) days or more, for any reason, with a temporary full-time Agent. The part-time employee upgraded to the temporary full-time vacancy may be replaced by an additional part-time staff member, on the station, in excess of the percentages of part-time staff agreed between the parties. Temporary full-time vacancies of up to ninety (90) days in the Agent classification may be filled in the first instance by local bid from the senior qualified part-time employee in the same classification at the location where the vacancy exists.

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

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

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

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

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

- J. Shift vacancies will not be bulletined; however, the Company will assign the senior employee desiring such vacancies.
- K. It is agreed that the Company will normally promote its own staff to Representative positions in accordance with paragraphs (m) to (t) of this Article.
- L. The Company will maintain a Customer **Experience** Representative pool at each location. The pool will consist of up to ten full-time agents (10) at JFK Customer Service. At stations outside of JFK which are manned with IAM staff, the pool will consist of up to four (4) full-time Agents in Customer Service. Agents may bid to join the pool by station classification seniority, provided the employee satisfactorily performs in his current job. The successful bidder must pass a skills test. If an agent is not afforded an opportunity to join the pool through no fault of his own, the agent will not be excluded from bidding for a **CER** position.

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

- M. Staff who are eligible and pass up their first opportunity to join the pool but subsequently opt to join the pool when further vacancies arise will be slotted in the promotional ladder below those already in the pool.
- N. Representative and pool training will be given to staff in system seniority order subject to operational requirements. Staff will be required to attend and pass the courses as follows.
- O. For all stations the technical qualifications for the Customer **Experience** Representative shall be all systems and activities required for the role specific for the job description.

- P. Staff who are unable through no fault of their own to attain the qualifications in the required timescale will be given further time and opportunities to become qualified, with no change in status or pay. Personal reasons for absence will be accepted if appropriately validated. An employee will not be bypassed for a promotion due to lack of training availability or operational requirements.
- Q. To complement the technical qualifications all prospective Representatives will be required to participate in a Leadership development program. This will be the last course scheduled, except by agreement with the staff member concerned and his shop steward.
- R. No employee will be given a permanent transfer against his wishes. All transfers of ten (10) days or longer will be given in writing with copies to the Local Committee and General Chairman.
- S. The Company will not hire anyone in the classification of Agent or higher classification hereunder if there are employees covered by this Agreement available who are qualified and willing to fill such positions.
- T. When an employee is appointed to a Representative or similar classification as a relief, he shall be paid at the next highest point on the new scale to his current rate.
- U. An employee may not transfer to a vacancy in his classification unless he has been at the station from which he is seeking to transfer for at least one year. However, an employee who has accepted a promotion at another station or a part-time employee accepting a permanent full-time job at another station, may return to his original station whenever a permanent vacancy in his classification arises.

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

- V. For information purposes only, the Company will advertise throughout the system all full-time jobs in excess of 30 days prior to hiring from the outside if the particular position has not been filled through the normal bidding process.
- W. Vacancies for Lead Telecommunications Officer shall be posted for bid and each such position shall be awarded to the employee who has the greatest seniority among the employees requesting the positions; provided the employee has the qualifications and satisfactorily performs his current job.

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

ARTICLE X - LEAVES OF ABSENCE

- A. When the requirements of the service will permit, any employee hereunder shall, upon proper application and approval of the Company and Union, be granted a leave of absence in writing for a period not in excess of ninety (90) days. Under such leaves, the employee shall retain and continue to accrue seniority. Such leave or leaves may be extended for additional periods not to exceed ninety (90) days when approved by the Company and Union, in writing.
- B. Each employee may take one (1) personal leave day with pay each calendar year, using the same notice procedure in each Department or Section as is used for the CTO days. Personal leave, days will take priority over CTO day requests, except on contractual holidays, Christmas Eve, New Year's Eve, Easter, Mother's Day and Father's Day. If unused during the calendar year, employees may roll it into their CTO bank at the end of the calendar year.
- C. Employees accepting full-time employment with the Union shall during such employment be granted an indefinite leave of absence by the Company. Such leave of absence will not affect the seniority status of the employee. A maximum of one employee selected shall have the right to continue participation in the established Health and Welfare and Pension programs. The employee will pay the active employee contribution for the health care tier they have chosen paid monthly directly to the Company. Furthermore, said employee will be granted necessary free transportation on the Company's system relative to the problems arising under this Agreement.
- D. Employees hereunder returning from an authorized leave of absence or extension thereof, will be returned to the job held when the leave was granted. If the job no longer exists, he may exercise his seniority.
- E. Any employee enlisting in, drafted or conscripted for Military or Naval service in defense of the United States or the British Commonwealth during an actual period of war, or any employee drafted or conscripted by Act of Congress for Military or Naval training shall retain his seniority unimpaired and upon honorable discharge from such service, shall in accordance with the laws of the United States, be restored to his former position or one of equal rating in accordance with the exercise of seniority rights, provided he applies for reinstatement within ninety (90) days following his discharge from Military or Naval service.

In case of temporary or partial disability which makes it impossible to return to work within ninety (90) days after discharge, special arrangements will be made by the Company and the Union for a proper extension of time.
- F. Employees who are members of an Armed Forces Reserve will be granted leaves of absence for the required part-time performance of military training or duties, and such time shall be counted as time worked for all purposes whatsoever under this Agreement,

provided notice of reserve duty has been shown to the Department Head upon receipt. Employees called to active reserve duty for two weeks or less will be reimbursed for basic pay lost on military duty, provided statement of reserve pay is presented to the Timekeeper no later than thirty (30) days after his return to work. Pay from military authorities for such duty shall be deducted from the regular basic pay from the Company.

ARTICLE XI - VACATIONS WITH PAY

- A. All employees covered by this Agreement shall be entitled to a paid vacation.
- B. **Vacation entitlement for employees hired on or after September 12, 2014 will not exceed 15 days.**
1. The vacation year shall be from January 1st to December 31st and the Company agrees that it will not restrict any part of the vacation year.
 2. Pay for accrued vacation entitlement shall be computed by a basis of eight (8) hours at an employee's straight time rate.
 3. New employees shall be entitled to take a vacation in the first year of their employment. Service in the first year shall earn 1/2 days' vacation for each completed month of service.
 4. In the year of the first anniversary of continuous service an employee shall receive ten (10) working days of paid vacation.
 5. In the year of the second anniversary of continuous service, an employee shall receive eleven (11) working days of paid vacation.
 6. In the year of the third anniversary of continuous service, an employee shall receive twelve (12) working days of paid vacation.
 7. In the year of the fourth anniversary of continuous service, an employee shall receive thirteen (13) working days of paid vacation.
 8. In the year of the fifth anniversary of continuous service and up to and including the year of the ninth anniversary, an employee shall receive fifteen (15) working days of paid vacation.
- C. **For employees hired before September 12, 2014, vacation will continue to accrue as follows:**
1. In the year of the tenth anniversary of continuous service up to and including the year of the sixteenth anniversary, an employee shall receive twenty (20) working days of paid vacation.
 2. In the year of the seventeenth anniversary of continuous service up to and including the year of the twenty-fourth anniversary, an employee shall receive twenty-five (25) working days of paid vacation.

Vacation entitlement for employees hired before September 12, 2014 will not exceed 25*

days. Employees with a vacation entitlement that exceeds 25 days as of September 12, 2014 will maintain but not be able to exceed their current level of vacation entitlement.

*Staff with 23 years or more of service **as of September 12, 2014** will proceed to 30 days' vacation entitlement in the year of the 25th anniversary of continuous service. Staff with 28 years of service or more **as of September 12, 2014** will proceed to the 35-day vacation accrual entitlement in the year of the 30th anniversary of continuous service.

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

- D. The Company reserves the right on termination of employment to recover pay for all leave taken but unearned in accordance with paragraph (a) of this Article.
- E. Accrued vacation allowance shall be paid to any employee who resigns or leaves the Company because of reduction in force, or for Military Service, provided that in the case of resignation, the employee has completed six (6) continuous months of service. He shall not be paid for such accrued vacation if he resigns without giving two (2) weeks written notice to the Company, or if he has been discharged for cause involving monetary or material loss to the Company.

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

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

- F. Regularly scheduled days off or recognized holidays at the beginning or end of a vacation period will not be considered as part of the vacation period. If recognized holidays fall within an employee's vacation period, said vacation will not be extended but an equivalent amount of CTO will be credited to the employee's CTO bank or the employee can request the equivalent amount of pay in the corresponding week's paycheck.
- G. Requests for vacation leave will be granted so far as possible on a basis of seniority at the point or facility affected. Subject to the requirements of the Company, employees covered by this Agreement will be permitted to select their vacation in the shop, station or

department in which they are employed in accordance with length of service within classification.

Where a separate AM shifts roster is established based on operational requirement, a separate vacation roster from the PM shift will be created.

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

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

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

- H. Employees with a vacation entitlement of two (2) weeks or more per year, will be allowed to convert up to two (2) weeks of vacation time to CTO days to be deposited in their CTO bank. Employees have to exercise this option prior to bidding their vacation entitlement for the year.
- I. Vacations shall not be cumulative, and at no time shall vacations be taken in conjunction with the vacation entitlement for another year. Staff are expected to bid and take their vacation during in the year in which it is earned. If unused during the calendar year, employees may roll it into their CTO bank following the end of the calendar year. If the Company has requested the employee in writing to postpone such vacation, the employee shall be entitled to defer such vacation until the succeeding year. However, as an exception, an employee may be allowed to combine one year's vacation with the next, providing it is taken at the end of December in conjunction with the next year's vacation on the First of January.
- J. Employees will not be paid in lieu of accrued vacation except upon termination of employment and in accordance with paragraphs (a) and (c) of this Article.
- K. Vacation pay shall not accrue during leaves of absence. Employees shall be entitled to take their annual vacation entitlement, but their vacation pay will be prorated to take into account the number of months they were off the payroll.
- L. Vacation shall be scheduled to commence after the close of the work week and will end previous to and in conjunction with the next two (2) scheduled days off.

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

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

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

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

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

2. Vacations will begin after an employee's RDO's. In this case, employees bidding on the vacation relief roster will select the shifts they are to work on a block basis i.e. they will select these relief shifts for the entire seasonal roster.

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

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

ARTICLE XII - SICK LEAVE AND SPECIAL LEAVES

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

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

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

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

- B. For the first three years of active employment, an employee shall be allowed two (2) occasions per year of medically certificated absence, drawing up to his unused sick leave credit. Any absence other than the two occasions described above shall be unpaid. All accrued and unused sick leave shall be credited to the employee's record.
- C. Sick leave shall be credited to each employee at the beginning of each calendar year. All employees will be credited with sick leave based upon length of service with the Company from the date of engagement, less any sick leave paid by the Company since that date.

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

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

- E.** Employees on sick leave shall receive their sick leave compensation for the time accrued to their personal sick leave credit, on the next established pay day, excepting employees outside New York who will have their pay adjusted on the following pay day.
- F.** It is the responsibility of the employee absent from work because of sickness to immediately report such absence and reasons therefore to the Company designated telephone number at least two (2) hours before his scheduled starting time. To ensure adequate staffing on AM shifts, all staff reporting sick are required to report such absence to the Company at the earliest opportunity, but no later than the two (2) hours mentioned above. In relation to AM shifts, for the second sick day or more, the employee is required to report such absence the night prior during operational hours.
- G.** Where an employee has been absent from work due to sickness, unsupported by medical certificates, on five occasions during any period of six months, he will be required to produce medical certificates for all future absences before being permitted to return to work.

If his attendance thereafter improves to a satisfactory level during the next six months, the requirement to produce medical certificates shall be discontinued. This requirement shall be without prejudice to the Company's right to take other action whenever abuse of sick leave is indicated.
- H.** Any Group Insurance plans now in effect shall be continued in effect during the life of this Agreement or until changed by mutual agreement. The employees will pay the contribution rates shown in Appendix C. The Company agrees that during the life of this Agreement, the rate of payment by the employee on any existing insurance plans will not be increased. The employee contribution percentages, the employee monthly contributions amounts, all copays, employee coinsurance rates and all other Plan Design features will remain, as negotiated, until such time as a new Collective Bargaining Agreement is ratified.
- I.** If the Company, at any time at its discretion, grants additional sick leave or assistance to any employee, it shall not constitute a precedent requiring additional sick leave or assistance in any other case.
- J.** Sick leave credit will not accrue during a lay-off or leave of absence.
- K.** Personal emergency leave for death in immediate family of five (5) days with pay at straight-time rates will be extended to employees. Where the death in the family occurs outside the USA, five (5) days leave will be granted under the same conditions. The immediate family is understood to consist of mother, father, sister, brother, husband, wife, child, blended family (stepfamily) living in the same household and companion living in the same household. In the event of death of the employee's mother-in-law or father-in-law, and grandparents, the employee will be given two (2) days personal emergency leave with pay and may take additional time not exceeding five (5) days as CTO earned or as leave of absence without pay.

- L. Employees called for jury duty shall receive, in accordance with Company Regulations, their regular straight-time rate less the fee for jury services, providing notice of jury duty has been shown to the Department Head upon receipt, and statement of jury fee paid is presented to the Timekeeper as soon as it is received by the employee. Employees called for jury duty will be assigned to the day shift with Saturday and Sunday off for the period in question.
- M. If an employee is disabled by an occupational injury or illness which is compensable under the applicable Workers' Compensation Laws, he shall receive his normal straight time wages for a period not to exceed forty-five (45) calendar days. For any employees who join British Airways after the date of ratification (**November 19, 2009**), this amount will not exceed thirty (30) calendar days.

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

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

- N. It is agreed that employees who are required to provide post-natal care for a newborn infant will be granted up to one year's leave of absence without pay.
- O. Day trade privileges will be contractual, eight (8) per month will be allowed, an employee cannot link two (2) consecutive months together through day trades, qualifications among staff must be equal, and day trades must be approved by management.

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

ARTICLE XIII - GRIEVANCE PROCEDURE

A. The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:

1. The Union will be represented by properly designated Shop Stewards in the department or shop at each point on the system, who will be known as the Shop Steward, one of which will be known as the Chairman, Shop Stewards. In the **Customer Service** at JFK, the Chief Shop Stewards may be designated who each will work the day shift with Saturdays and Sundays off.

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

2. The Company will be represented by an authorized representative, who will be empowered to settle all local grievances not involving changes in Company policy or the intent and purpose of this agreement.
3. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.
4. The accredited representatives of the Union shall be permitted at any time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes after contacting the Company officer in charge and advising him of the purpose of the visit.

B. All reference to days in this Article will be calendar days. The following provides for the prompt and orderly settlement of disputes growing out of grievances or out of the interpretation of application of provisions of this Agreement covering rates of pay, rules or working conditions:

1. The employee, either individually or in the company of his Shop Steward, will discuss the matter orally with the Section Head or his authorized representative within ten (10) days after the incident or his knowledge of the occurrence which brought the grievance about. The Section Head or his authorized representative shall give his answer within five (5) days.
2. If the employee is dissatisfied with the decision given by his Section Head or his authorized representative, he will submit the grievance in writing to the Manager, Human Resources or his authorized representative, within ten (10) days after receiving the answer in Step 1.

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

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

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

1. The employee will be advised in writing of the precise charge or charges against him within ten (10) days after the date the Company has knowledge of the occurrence. An additional twenty (20) days will be granted if the Company requests it from the Union for the Company to complete a proper investigation of the facts. Copies of the charge or charges will be furnished to the Local Committee and the accredited representative. If after investigation the Company decides not to conduct a hearing, under the terms of the contract the employee will be so notified as soon as possible after the decision is reached.
2. In the event of discharge or suspension, a hearing will be held within ten (10) days from the date of the written notice and at this hearing the employee may be present and have representatives of his own choosing. He will be permitted to hear all evidence against him and with his representative question all witnesses and/or statements against him.

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

3. All hearings and investigations will be conducted during regular day shift working hours, and Committee Members and necessary employee witnesses shall not suffer loss of pay while handling grievances or attending hearings.
 4. The hearing officer will render his decision in writing no later than ten (10) days after the close of the hearing.
 5. In case it is found the suspension or discharge is unjust, the employee will be reinstated with full seniority, paid for time lost, and records corrected.
 6. In cases of discipline which do not involve discharge, if the employee(s) with regard to whom the hearing was held is dissatisfied with the decision reached by the Hearing Officer, the employee may file a grievance no later than thirty (30) days after the Hearing Officer reached his decision.
 7. In the event of a discharge, the General Chairman or his representative may appeal the decision to the System Board of Adjustment not later than thirty (30) days after the Hearing Officer has reached his decision.
- D.** Service records shall be maintained for all employees by the Company, and upon resignation or discharge from the service, the employee, upon request, will be furnished with a copy of same. In discharge cases, the employee and his Union representative will have access to the service records applicable to the case prior to the holding of any investigation. In cases where it is necessary that a man should be warned due to the caliber of his work and/or the general performance of his duties, such warning will be made to the employee in writing with a copy to the Local Chairman, and the employee will be given a reasonable length of time to correct the matter.
- E.** Written disciplinary letters and Hearing Officers Decisions which deal with punctuality, attendance, and other forms of discipline which are more than two years and one day old, without any subsequent disciplinary action having been taken will be removed from the employee's record. Attendance and other disciplinary issues will be treated separate for purposes of this paragraph.
- F.** Service and/or personnel records will be made available for examination at any time upon request from employees hereunder or from a General Chairman of the District.
- G.** No employee selected as a Committeeman or Officer of the Union will be discriminated against for lawful activity on behalf of the Union.

ARTICLE XIV - SYSTEM BOARD OF ADJUSTMENT

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

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

- B. The foregoing notwithstanding, the parties may agree to select a Referee who is not a member of the five (5) member panel to hear a case with the Company and the Union Board members and such panel will, for such case, constitute the System Board of Adjustment.
- C. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any amendment hereto.
- D. The Board shall consider any dispute properly submitted to it by an accredited Union Representative or by the Vice-President Human Resources or his authorized representative, when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that Notice of Intention to Appeal is filed within thirty (30) days after the procedure provided for in Article XIII of this Agreement has been exhausted. If not filed within such period, the action of the Company or Union shall become final and binding. The date of notice shall determine the order for considering cases, unless the parties mutually agree otherwise.
- E. The office of the "Secretary to the Board" shall alternate January 1st of each year between the Company member of the Board and the Union member of the Board with the Union member serving on even numbered years and the Company member serving on odd numbered years.

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

- F.** The neutral member (Referee) shall preside at meetings and hearings of the Board and shall be designated as Chairman of the System board of Adjustment. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded.
- G.** The Board shall meet in New York City, unless a different place of meeting is agreed upon by the Company and the Union. In the event either of the parties is of the belief that the hearing should be held at a site other than New York City, such party will notify the other party and, if both sides agree, the System Board hearing will be conducted at the site agreed upon.
- H.** The notice of dispute properly referred to the Board for consideration shall be addressed in writing to the Company member and the Union member jointly and shall include the following.

Each case submitted shall show:

1. Question or questions at issue.
 2. Statement of facts.
 3. Position of appealing party.
 4. Position of other party.
- I.** Upon filing the notice of dispute, the Company and the Union Board members shall, within ten (10) working days, select a Referee to sit with the Board to settle the dispute and the Secretary of the Board shall advise the appealing party and other party of the name and address of the Referee. If the Board members are unable to agree upon a Neutral Referee within the ten (10) workdays, a joint request will be directed to the Chairman of the National Mediation Board for the appointment of a Neutral Referee.
 - J.** The parties will endeavor to schedule a hearing date within thirty (30) days after the appointment of the Neutral referee. If neither party nor the Chairman requests a hearing, such hearing shall be waived.
 - K.** Following the hearing, the Board shall convene in Executive Session, unless both parties mutually agree otherwise. The Board shall issue its decision at the conclusion of the Executive Session, if possible. However, a written award will be rendered to the parties not later than thirty (30) workdays following the Executive Session. In no event shall a decision be issued until after an Executive Session has been held if either the Company or the Union Board member has requested such session. In the event there is to be no hearing, the Chairman shall set a date which is agreeable to the board members, for an Executive Session of the Board. The Board shall issue its decision at the conclusion of the Executive Session, if possible. However, a written award will be rendered to the parties not later than thirty (30) days following the Executive Session.

- L. The time limits expressed in this Article may be extended by mutual agreement of the parties to this Agreement. The expenses and reasonable compensation of the Referee selected, as provided herein, shall be borne equally by the parties hereto.
- M. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. The Board may, at the request of either the Union member or the Company member thereon, call any witnesses who are employed by the Company and who may be deemed necessary to the dispute.
- N. A majority of all members of the Board shall be competent to make an award.
- O. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties thereto.
- P. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company, or their duly accredited representatives, under the provisions of the Railway Labor Act as amended.
- Q. The Board shall maintain a complete record of all matters submitted to it for its consideration, and of all findings and decisions made by it.
- R. Each of the parties will assume the compensation, travel expense and other expense of the Board member selected by it.
- S. Each of the parties hereto will assume the expenses of the witnesses called or summoned by it. Compensation of witnesses who are employees of the Company, who are summoned by either party, will be assumed by the Company. Witnesses who are employees of the Company, if necessary, shall receive free air transportation from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law and mutual agreements with other air carriers.
- T. The Company and the Union members of the System Board, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half by each of the parties hereto. If necessary, Board members shall receive free air transportation for the purposes of attending meetings of the Board, to the extent permitted by law and mutual agreements with other air carriers.
- U. It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

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

ARTICLE XV - SAFETY AND HEALTH

- A.** The Company hereby agrees to maintain safe, sanitary and healthful conditions in all plants, and to maintain at all times a registered emergency first aid station to take care of its employees in case of accident or illness, provided that nothing in this Agreement shall compel the Company to maintain a doctor or nurse at any of the Company's bases or stations. The Company agrees to furnish good drinking water and sanitary fountains will be provided wherever possible. The floors of the toilets and washrooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthy and sanitary conditions. Shops and washrooms will be lighted, ventilated and heated in the best manner possible, consistent with the source of heat, ventilation and light available. Individual lockers will be provided for employees. In order to eliminate, as far as possible, accidents and illness, an adequate Safety Committee will be established at each point on the System, composed of an equal number of Union representatives and Company representatives.
- B.** The duty of the Safety Committee will be to see that all applicable State and Municipal safety and sanitary regulations are complied with, as well as to make recommendations for the maintenance of proper standards.
- C.** This Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such devices to be furnished by the Company. Employees will not be required to use unsafe tools or equipment; however, employees will be expected to report unsafe tools or equipment to the Representative before refusing to use such defective tools or equipment. The Company will furnish protective apparel, equipment and devices approved by the Safety Committee to all employees required to work with acids or chemicals that are injurious to clothing or employees, and such other protective apparel, equipment and devices as their work may require, and all employees shall be required to use such apparel, equipment and devices. Failure to do so will result in forfeiture of the right to claim sick leave pay for an absence occasioned by such neglect. Copies of Minutes of any Committee Meeting shall be sent to the General Chairman.
- D.** Employees injured while at work shall be given medical attention at the earliest possible moment and employees shall be permitted to return to work without signing any release of liability, pending the disposition or settlement of any claims for damage or compensation. Such injured employees who are able to work will be allowed to obtain medical attention without loss of time. It is the responsibility of the injured employee to report an injury to his immediate Supervisor during the work period in which the injury occurred.
- E.** Employees entering the service of the Company may be subject to a physical examination. The cost of any such examination will be paid by the Company.

ARTICLE XVI - GENERAL AND MISCELLANEOUS

- A. Subject to applicable law, reasonable smoking and refreshments during hours of duty will be permitted in designated areas, provided an employee shall not leave the job to indulge in such smoking and refreshments without permission.
- B. As appropriate, staff shall be provided with customer contact uniforms or workwear to the specifications stated in the Company's Uniform regulations without cost to the employee. Employees losing such garments shall be required to replace same at their own expense. When an employee leaves the service of the Company, such garments will be returned to the Company.

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

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

1. Each affected employee will receive by December 15th of each year the sum of \$250.00 to cover all cleaning and laundering costs incurred during the year. This amount will be pro-rated for employees who may have worked less than a full year. Employees assigned to **Concorde Team** will be eligible to receive such payment.
 2. This allowance shall not apply to employees whose uniforms are presently being delivered or laundered at Company expense by an out- side cleaning service. Employees who wear uniforms which are laundered by the Company will be issued a minimum of five (5) shirts and two (2) pairs of trousers each week.
 3. This reimbursement shall not apply to extraordinary expenses such as repairs or alterations.
 4. British Airways reserves the right to change this procedure by contracting with a service which will provide cleaning and laundering of entire uniforms at Company expense. Such change would be made at the beginning of the calendar year.
- C. A place shall be provided inside all Company shops and hangars marked "International Association of Machinists and Aerospace Workers" where Union notices of interest to the employees will be posted; however, no political circulars, propaganda or advertisements will be placed on these bulletin boards.
 - D. **It is hereby mutually agreed and understood that the Company agrees to continue its present practice of paying the cost of parking at Airports where employees covered in this Agreement are located.**
 - E. **It is also agreed that where at any airport the parking facilities available to**

employees are drastically changed the Company will negotiate the changed circumstances with representatives of the I.A.M.

- F.** The Company shall provide each employee covered by this Agreement with a copy of the Agreement printed in a Union shop and bound in a convenient pocket-size booklet.
- G.** It is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any strike, or picketing of Company premises during the life of this Agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act as amended, have been exhausted.
- H.** The Chairperson of Shop Stewards across all Agreements shall be scheduled to work within the operation four hours per day. The other four hours, per day, of his/her work day he/she shall be considered over and above the normal requirements for that shift and he/she will be free to conduct union related affairs under the Agreements and in so doing will get clearance from his/her Section Head or his designee to enter work areas. However, it is understood that the provisions of Article I (b) will apply relative to such activities.

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

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

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

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

- J.** Any employee leaving the service of the Company will, on request, be furnished with a letter setting forth the individual's length of service.
- K.** If new equipment is put into service by the Company, employees shall be given every opportunity to become familiar with the new equipment without change in classification.

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

- L. Full-time employees will be permitted to engage in an outside profession, trade, or business while employed by British Airways. Full-time employees who wish to engage in outside profession, trade or business while employed by British Airways will be required to:
 1. Provide to the People Department written notice of their secondary employer details (name of secondary employer/company, address and telephone contact, and number of hours regularly scheduled to work) prior to starting the new job/occupation.
 2. Employees who are absent from work due to illness, short term or long-term disability or occupational injury may not engage in a secondary occupation without permission from the People Department.

ARTICLE XVII - WAGE RULES

- A. The minimum hourly rates set forth in Appendix A attached hereto and made a part of this Agreement shall prevail after the date of Agreement.
- B. No employee paid by the hour or week shall suffer any reduction in hourly rate or weekly take home pay for a standard 40-hour work week as a result of making this Agreement effective, and nothing in this Agreement shall be considered as preventing increases in individual rates or classifications over and above the minimum established.
- C. Employees shall be paid during their regular working hours, weekly, unless otherwise provided by applicable state laws. The payment on Thursday shall include all earnings up to and including the previous Sunday.

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

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

- D. Pay checks will include a statement of all wages and deductions made for the pay period.
- E. Should the regular pay day fall on a holiday, or days when the shop or facility is closed down, employees will be paid on the preceding day.
- F. Employees recalled to work from a lay-off shall be returned to their former position, if the job still exists, and shall not be paid a lower rate than they were receiving prior to the lay-off, unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union, provided that if the job does not exist, the recalled employee shall receive the rate of the job accepted.
- G. If an employee is assigned to a Representative capacity for a period of one day or more, he shall be paid the equivalent daily rate of the minimum base rate for the job classification in which he substitutes. It is understood that this will be full and final payment for services provided on these days regardless of the hours involved.
- H. LONGEVITY - Employees will be paid one cent per hour for each continuous year of completed service in a position under this Agreement up to a maximum of twenty (20) cents per hour and will be included in the hourly rate for overtime purposes.
- I. Nothing in this Agreement shall prevent the Company from paying to an individual employee, a higher rate of compensation than the rate established in Appendix A of this Agreement.

When a new employee is hired in any classification under this Agreement the Company may recognize his previous experience in the type of work for which he is hired by

awarding him a starting rate higher than the minimum for the classification.

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

ARTICLE XVIII - UNION SECURITY

- A. Except as provided otherwise herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended shall, as a condition of continued employment in such work, become and remain members in good standing (as herein defined) in the Union within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later.
- B. The conditions of employment outlined in this Article shall not apply with respect to employees to whom Union membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was denied or terminated for any reason other than failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.
- C. Membership in good standing in the Union shall consist of the payment by the employees of initiation fees (except in case of authorized and permissible transfer from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as hereinabove described); for each calendar month not later than the last day of the following calendar month, plus the payment of such assessment(s) (within prescribed time limits), but not fines and penalties, as may be levied in accordance with procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Councils and Conferences".
- D. The Company will within ten (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.
- E. All rights of any employee under the Labor Agreement hereinabove noted and such supplements or amendments as may apply thereto are contingent upon his acquisition and maintenance of Membership in good standing in the Union.
- F. The Union shall furnish to the Company, within ninety (90) days after signing of this Agreement, a list of those employees covered by this Agreement who are members of the Union and shall furnish to the Company each month thereafter a notice of any changes in said list.
- G. Whenever payment of dues is referred to in this Agreement, the conditions of payment shall be met if the amount due is tendered to the Union within the prescribed time limitations. Use of the word "dues" herein shall, in all cases, include initiation fees, periodic dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

- H.** Upon receipt of an approved duly signed authorization form, the Company shall deduct from the employee's first paycheck following completion of sixty (60) days employment, the initiation fee, dues and assessments payable by him to the Union during the period provided for in said authorization.
- I.** All deductions shall be made by the Company on account of initiation fees, dues and assessments, on a weekly basis, unless the Union shall previously advise the Company to the contrary.
- J.** This Article is made subject to the provisions of the Railway Labor Act, as amended, and shall become effective as of the date of the signing of this Agreement.

ARTICLE XIX - PART-TIME EMPLOYEES (CERs/ACERs/CEAs/ACEAs)

This entire article will be read in conjunction with the job protection language agreement in Article II (c) and Article VIII concerning seniority. All part-time employees shall be subject to the provisions of the Agreement between British Airways and the IAMAW dated March 15, 1994 except where they are inconsistent with the provisions of the following:

- A. The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all part-time employees covered by this Agreement, working within the continental limits of United States and its possessions.
- B. At no time may the total number of part-time employed at Airports exceed one hundred **fifty (150%)** percent of the total number of full-time Airport staff employed system-wide across all contracts.

The one hundred **fifty (150%)** percent maximum will exclude part-time Customer **Experience** agents assigned to third party handling contracts and part-time Mechanics.

Where British Airways can competitively bid to insource any new or outsourced stations through the use of additional part-time staff, staff hired for those new stations will be excluded from the calculation.

If the Company has an need for additional part-time employees above the one-hundred fifty percent (150%) threshold based on needs of the business in any station currently staffed on the system, the Company and Union shall meet and confer in an effort to agree on the additional need.”

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

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

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

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

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

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

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

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

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

- D. For certain courses, staff may be required to pass an aptitude or skills test prior to qualifying for the course. This does not apply to local on-the-job training.
- E. Employees rostered off on a holiday shall receive the same number of hours as CTO as hours scheduled to work.
- F. Overtime will be offered in the following sequence:
 - 1. Full-time and part-time staff on duty will be given first preference to work all overtime within their classification that is expected to last up to a maximum of four

(4) hours.

2. Overtime that is expected to last beyond four (4) hours but not greater than six (6) hours which is not met by full-time staff on duty will be next offered to full-time staff scheduled to come on duty.
3. If the overtime requirement in Step 2 is still not satisfied part-time staff scheduled to come on duty, may work overtime that is expected to last up to a maximum of four (4) hours.
4. For agent overtime expected to last up to a maximum of two (2) hours, customer **Experience** representatives on duty.
5. Overtime expected to last more than six (6) hours will be offered to Full-time staff, based on low hours and qualifications that are either on RDO, on shift, or scheduled to come on shift.
6. Part-time staff that are either on RDO, on shift, or scheduled to come on shift will be offered overtime based on low hours and qualifications.

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

- G. In the event of reduced shift coverage on a holiday, employees (full-time and part-time) who wish to volunteer to work or not work on the holiday may do so according to an integrated seniority list which will contain all part-time and full-time employees scheduled to work on the shift in question. The integrated seniority (by classification) list will also be used to determine the order in which staff are reduced in numbers on the shift affected.
- H. After March 15, 1994, dependents of future part-time employees will be eligible to participate in the medical, dental, and vision plan after completing 180 days of active service. Part-time employees will still be required to pay the applicable rates.
- K. Single employees requiring dental insurance coverage will pay the applicable full-time employee rate. Employees who require dental coverage for their dependents will pay 50% of the regular premium British Airways pays.
- L. Part-time employees who have worked 1000 hours in the first year of their employment are eligible for supplemental life insurance equal to one year's salary, based on part-time remuneration.

- M. Part-time employees working in a temporary full-time capacity will be credited with the appropriate hours for full-time sick leave entitlement once the temporary assignment exceeds 60 days, credited to the start of the assignment.
- N. Part-time employees who assume a temporary full-time position will pay the same medical & dental premiums as other full-time employees from the start of the temporary assignment.
- O. Part-time employees will have an entitlement to longevity from date of signing.

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

- P. Union security agreement provisions of Article XVIII shall apply to all part-time staff.
- Q. Part-time employees will accrue seniority by classification on a separate part-time seniority list and shall have full seniority rights among themselves. The Company in conjunction with the IAM will investigate the feasibility of an integrated seniority list.
- R. Part-time employees laid off from one location, may bump more junior part-time employees in their classification at another location. A part-time employee covered by this Agreement with two (2) or more years of continuous service and who is laid off shall receive severance pay in accordance with the provisions of the Seniority Article VIII.
- S. Movement through the incremental pay scale for part-time employees shall be based on total accumulated active employment in the classification.
- T. Part-time employees will have the appropriate vacation entitlement, in accordance with Article XI.

Part-time employees will have their own vacation roster.

- U. Part-time employees are eligible to receive applicable shift premiums.
- V. Part-time vacancies will not be bid, but any part-time employee wishing to transfer to another location should file a bid with the Human Resources office who will notify them when a part-time vacancy arises.
- W. From the date of ratification (May 13, 1999) forward, part-time seniority earned will be calculated for full-time credit for the bidding of full-time vacancies only. All part-time seniority will be converted into 50% of full-time seniority credit.
- X. Following ratification of the collective bargaining agreements between British Airways and the IAMAW and subject to the rules and requirements of the Employee Retirement Income Security Act of 1974, as amended, effective as of the first day of the month

thereafter (“Effective Date”) the British Airways PLC Pension Plan (U.S.A) (“Plan”) will be totally frozen. The parties agree that as of the Effective Date, any compensation or pay of any type or for any purpose earned by the Plan Member on or after the Effective Date, for purposes of determining the Plan Member’s pension benefit under the Plan will be disregarded and no Plan Member contributions of any type will be permitted or accepted on or after the Effective Date.

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

ARTICLE XX - SAVING CLAUSE

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

ARTICLE XXI - EFFECTIVE DATE AND DURATION

This Agreement became amendable on October 1, 2017 and continued in full force and effect during Section 6 negotiations through November 20, 2019. With the exception of those items specifically indicated to become effective at a different date, this Agreement **became** effective on **November 20, 2019** and **will** remain in full force and effect **for a period of four (4) years from November 20, 2019** and thereafter shall renew itself without change until each succeeding **November 20** unless written notice of intended change is served by either party in accordance with the provisions of Section 6, Title I of the Railway Labor Act, as amended, at least ninety days prior to **November 20, 2023** or **November 20** of any year thereafter. Written notice may be served as early as **six (6) months before November 19, 2023**. Once a party serves written notice, both parties agree to enter **into** contractual negotiations.

Signed at New York - JFK this December 3, 2019

For:

British Airways

For:

International Association of Machinists
And Aerospace Workers, District Lodge 142

Brian Pinchbeck
Senior Vice-President
North America Airports

--- Lorna Elliott ---

Lorna Elliott
VP - Change Management

--- Fiona O'Shea ---

Fiona O'Shea
VP - Change Management

Georgia Labarge
Human Resources

Dave Supplee
President/Directing General Chairperson

James M. Samuel
General Chairperson

Reggie Gauthier
Negotiating Committee

John Reisert
Negotiating Committee

APPENDIX A - RATES OF PAY

- A. Staff who are currently in receipt of premiums for Restricted Articles and Operations will continue to receive these payments. From date of signing (Sept. 6, 1990), no additional employees will receive these premiums.
- B. Employees who are presently being paid 88 cents per hour on stations outside JFK for doing preparatory work will continue to receive this payment. This payment will not be applicable to any additional staff. (Signed Sept. 6, 1990)
- C. **Effective with the implementation of this Agreement, the wage scales below become effective. Effective on DOR+12 months, all employees who elect to stay with the business (not electing the buy-out) will receive a one-off payment of \$1000 (pro-rated for part time colleagues). Effective on DOR+24 months, all Customer Experience Agents (hired before September 12, 2014) and Cargo Sales Assistants with redlined/frozen pay rates (current CSA rates above \$22.62 per hour) will receive a lump sum in the amount of 1.5% of their annual scheduled pay. All other colleagues will receive a pay increase of 1.5%. No later than sixty (60) days before the DOR+36 anniversary of this Agreement, the parties will agree on dates to meet and discuss possible enhancements in pay which will be reflective of the prevailing market conditions at that time. Any Employee with a previously redlined/frozen pay rate not shown on a wage scale listed below in Appendix A will not have their pay decreased as the result of implementation of this CBA. No hourly increases to pay rates will be given until an employee’s pay rate is less than or equal to their classification rate.**

CUSTOMER EXPERIENCE REPRESENTATIVE

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
Year 1	\$24.20	\$24.20	\$24.20	\$24.56	\$24.56
Year 2	\$25.74	\$25.74	\$25.74	\$26.13	\$26.13
Year 3	\$27.50	\$27.50	\$27.50	\$27.91	\$27.91
Year 4	\$28.85	\$28.85	\$28.85	\$29.28	\$29.28
Year 5	\$30.21	\$30.21	\$30.21	\$30.66	\$30.66
Year 6	\$31.60	\$31.60	\$31.60	\$32.07	\$32.07
Year 7	\$32.92	\$32.92	\$32.92	\$33.41	\$33.41
Year 8	\$34.48	\$34.48	\$34.48	\$35.00	\$35.00

CUSTOMER EXPERIENCE AGENT (hired before September 12, 2014)

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
Year 1	\$11.74	\$11.74	\$11.74	\$11.92	\$11.92
Year 2	\$12.11	\$12.11	\$12.11	\$12.29	\$12.29
Year 3	\$13.28	\$13.28	\$13.28	\$13.48	\$13.48
Year 4	\$14.39	\$14.39	\$14.39	\$14.61	\$14.61
Year 5	\$15.35	\$15.35	\$15.35	\$15.58	\$15.58
Year 6	\$16.51	\$16.51	\$16.51	\$16.76	\$16.76
Year 7	\$17.71	\$17.71	\$17.71	\$17.98	\$17.98
Year 8	\$19.26	\$19.26	\$19.26	\$19.55	\$19.55
Year 9	\$20.45	\$20.45	\$20.45	\$20.76	\$20.76
Year 10	\$21.90	\$21.90	\$21.90	\$22.23	\$22.23
Year 11	\$22.62	\$22.62	\$22.62	\$22.96	\$22.96

ASSOCIATE CUSTOMER EXPERIENCE AGENT (HIRED ON OR AFTER SEPTEMBER 12, 2014)

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
Year 1	\$10.90	\$10.90	\$10.90	\$11.06	\$11.06
Year 2	\$11.24	\$11.24	\$11.24	\$11.41	\$11.41
Year 3	\$12.33	\$12.33	\$12.33	\$12.51	\$12.51
Year 4	\$13.36	\$13.36	\$13.36	\$13.56	\$13.56
Year 5	\$13.83	\$13.83	\$13.83	\$14.04	\$14.04
Year 6	\$14.31	\$14.31	\$14.31	\$14.52	\$14.52
Year 7	\$14.81	\$14.81	\$14.81	\$15.03	\$15.03
Year 8	\$15.33	\$15.33	\$15.33	\$15.56	\$15.56
Year 9	\$15.87	\$15.87	\$15.87	\$16.11	\$16.11
Year 10	\$16.42	\$16.42	\$16.42	\$16.67	\$16.67
Year 11	\$18.50	\$18.50	\$18.50	\$18.78	\$18.78

LEAD TELECOMMUNICATIONS OFFICER

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
1st year	\$24.06	\$24.06	\$24.06	\$24.42	\$24.42
2nd year	\$25.70	\$25.70	\$25.70	\$26.09	\$26.09
3rd year	\$27.36	\$27.36	\$27.36	\$27.77	\$27.77
4th year	\$29.02	\$29.02	\$29.02	\$29.46	\$29.46
5th year	\$30.69	\$30.69	\$30.69	\$31.15	\$31.15
6th year	\$32.36	\$32.36	\$32.36	\$32.85	\$32.85
7th year	\$33.99	\$33.99	\$33.99	\$34.50	\$34.50
8th year	\$35.66	\$35.66	\$35.66	\$36.19	\$36.19
9th year	\$37.30	\$37.30	\$37.30	\$37.86	\$37.86

TELECOMMUNICATIONS OFFICER

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
1st year	\$20.52	\$20.52	\$20.52	\$20.83	\$20.83
2nd year	\$21.94	\$21.94	\$21.94	\$22.27	\$22.27
3rd year	\$23.37	\$23.37	\$23.37	\$23.72	\$23.72
4th year	\$24.77	\$24.77	\$24.77	\$25.14	\$25.14
5th year	\$26.23	\$26.23	\$26.23	\$26.62	\$26.62
6th year	\$27.65	\$27.65	\$27.65	\$28.06	\$28.06
7th year	\$29.05	\$29.05	\$29.05	\$29.49	\$29.49
8th year	\$30.47	\$30.47	\$30.47	\$30.93	\$30.93
9th year	\$33.84	\$33.84	\$33.84	\$34.35	\$34.35

CARGO SALES ASSISTANT

	Base scale				
	1/1/2018	DOR	DOR +12	DOR + 24	DOR + 36
		0%	0%	1.50%	0%
1st year	\$18.61	\$18.61	\$18.61	\$18.89	\$18.89
2nd year	\$20.01	\$20.01	\$20.01	\$20.31	\$20.31
3rd year	\$21.39	\$21.39	\$21.39	\$21.71	\$21.71
4th year	\$22.76	\$22.76	\$22.76	\$23.10	\$23.10
5th year	\$25.19	\$25.19	\$25.19	\$25.57	\$25.57
6th year	\$28.32	\$28.32	\$28.32	\$28.74	\$28.74
7th year	\$30.14	\$30.14	\$30.14	\$30.59	\$30.59

APPENDIX B - BENEFITS

DENTAL

1. Pay basic services at 100%.
2. Base benefit year on calendar year.
3. Increase schedule by 20% in 1994.
4. Single part-time employees will pay the same premium as single full-time employees. If part time employees elect coverage for eligible dependents, they will pay 50% of the regular premium British Airways pays. After March 15, 1994 dependents of future full-time and part-time employees will be eligible to participate in the dental plan after completing 180 days of active service.
5. Employee monthly contribution increased to \$4.00 for single coverage and \$9.00 for coverage with eligible dependents.
6. Maximum benefit of \$2,000 per year.

	PPO	DMO	Indemnity
Dental	11/20/2019	11/20/2019	11/20/2019
EE	\$26	\$6	\$4
EE+child(ren)	\$65	\$15	\$9
EE+spouse	\$51	\$12	\$9
EE+spouse+child(ren)	\$95	\$20	\$9

MEDICAL

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

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

Based on the changes applicable to part-time Employees, a special re-enrollment period for Part-time employees will be held in 2019 following contract ratification. The 2019 re-enrollment changes will be for the 2020 plan year.

Premium Contributions:

All employees (full-time and part-time) participating in the managed healthcare plan will be required to contribute per the following monthly rate schedule. Contributions will be evenly deducted on a weekly basis.

Medical	POS 11/20/2019	HSA 11/20/2019
EE	\$144	\$30
EE+child(ren)	\$275	\$57
EE+spouse	\$304	\$63
EE+spouse+child(ren)	\$463	\$96

3. Plan Design: The managed healthcare plan design is outlined below:

In-network:	Post contract ratification
Deductible	\$700 single \$1,400 family
Coinsurance	20%
**Out of pocket maximum (includes copays, deductible and coinsurance)	\$2,500 single \$5,000 family
PCP office visit	\$30 copay
Specialist visit	\$50 copay
Emergency room visit	\$120 copay
Preventive care	Covered at 100%
Prescription drugs (Retail)	\$13/\$33/\$53 copays
Prescription drugs (Mail order – 3 months' supply)	\$26/\$36/\$106 copays
Out-of-network:	Post contract ratification
Deductible	\$1,400 single \$2,800 family
Coinsurance	40%
**Out-of-pocket maximum (includes copays, deductibles and coinsurance)	\$5,000 single \$10,000 family

Hospital admittance pre-certification is required. The Company may request a meeting with the

IAM representatives to discuss and agree possible plan provision adjustments to the plan, such as tiered provider networks and mandatory mail order for maintenance drugs.

**Out of pocket maximums shall include all copays including drug prescription copays, all deductibles & all coinsurance payments in its calculations.

4. The Company may introduce a wellness program that provides for financial incentives consistent with program goals and objectives.
5. Chapter 12Q of the San Francisco Administrative Code, the Health Care Accountability Ordinance (“HCAO”), is expressly waived in its entirety with respect to employees covered by this Agreement.
6. Full-time employees receiving Long Term Disability Benefits may continue to contribute in the Company’s group health insurance plans subject to the same conditions as active unit employees, as such plans and conditions may change from time to time, for up to two and a half (2.5) years following their first becoming eligible for Long Term Disability Benefits.

At the date of ratification (**September 12, 2014**), current employees who are receiving Long Term Disability Benefits shall continue with active medical coverage.

LIFE INSURANCE

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

LONG TERM DISABILITY

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

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

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

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

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

Accrued Sick Leave Balance	Increase in Credited Service	22-43 days	1 month
		44-65 days	2 months
		66-87 days	3 months

88-109 days	4 months
110-131 days	5 months
132-153 days	6 months
154-175 days	7 months
176-197 days	8 months
198-219 days	9 months
220-241 days	10 months
242-263 days	11 months
264 + days	12 months

2. Increase benefit rate from 1.3% to 1.6%.
3. Joint and 100% option (post retirement) will be provided to employees without a reduction in benefits; 50% Pre-Retirement surviving spouse coverage will be provided to employees without a reduction in benefits; and 5-year Sum Certain option will be provided to single employees without a reduction in benefits.
4. The COLA adjustment for benefits accruing after the date of ratification (May 13, 1999) will be eliminated from the pension plan.
5. The collective bargaining agreements reference accrued sick leave balance for (increase in credited service) purposes. Effective September 30, 2003 each employee prior accrued sick leave bank will be frozen for credited service pension purposes. When an eligible employee receives a pension from the British Airways Plc. Pension Plan (USA) at a future date, the frozen accrued sick leave balance will be credited to an individual employee credited service calculation.
6. Employees who remain employed with British Airways until retirement date and become in receipt of a pension from the British Airway Pension Plan USA will be eligible for the following sick leave pay-out provision. For accrued sick leave balances at the date of retirement greater than the “frozen” amount referenced above, the Company will pay an employee one day’s pay at the applicable amount (based on a 8 hour, 6 hour or 4 hour day) for each six days accrued over the frozen amount. For accrued sick leave pay-out, an employee may not exceed 264 days (i.e. frozen balance on September 30, 2003 is 200 days; at retirement accrued sick leave balance is 300 days; 264 - 200 = 64 days eligible for pay-out provision. In this case, the Company will pay ten (10) days at retirement and receipt of pension).
7. Following ratification of the collective bargaining agreements between British Airways and the IAMAW and subject to the rules and requirements of the Employee Retirement Income Security Act of 1974, as amended, effective as of the first day of the month thereafter (“Effective Date”) the British Airways PLC Pension Plan (U.S.A) (“Plan”) will be totally frozen. The parties agree that as of the Effective Date, any compensation or pay of any type or for any purpose earned by the Plan Member on or after the Effective Date, for purposes of determining the Plan Member’s pension benefit under the Plan will be disregarded and no Plan Member contributions of any type will be permitted

or accepted on or after the Effective Date.

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

IAMAW PENSION PLAN (effective 10/1/2003) Contribution rates

Part-time Employees (excluding Associate Customer Experience Agents) - \$1.90

Associate Customer Experience Agent - \$0.75

Customer Experience Agent - \$2.15

Customer Experience Representative - \$3.10

Telecommunications Officer - \$3.10

Lead Telecommunications Officer - \$3.10

401K (BRITISH AIRWAYS SAVINGS PLAN)

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

LETTERS OF UNDERSTANDING

Historical Archive of Letters of Understanding no longer active

Customer Service Letters of Understanding #1, 2, 6, 7, 9, 10, 11, 13, 14, 15, 18, 19, 20, 23, 24, 25, 27, 30, 33, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52.

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

Where foreign language skill is a requirement for employees in the Cathay Pacific 3rd party handling unit, employees in the Cathay Pacific 3rd party unit with foreign language skills cannot be displaced from the unit by other employees seeking to bid into the unit unless those employees also possess the needed foreign language skill. Such foreign language skilled staff in the unit will remain in the 3rd party handling unit for a minimum period of two years (2) years before being allowed to bid out pursuant to paragraph #3.

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

Letter of Understanding – September 12, 2014

It is hereby mutually agreed and understood that the Company may implement joint customer handling, at JFK, during the term of the new Agreement.

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

A joint business partner is one with which British Airways has a revenue sharing arrangement, as it currently has with American Airlines and Iberia Airlines.

Notwithstanding any provisions of the Collective Bargaining Agreement, the parties agree that:

1. The Company agrees that it will not lay-off any of its employees as a direct result of other joint business partners' personnel jointly handling British Airways customers.
2. The Company agrees that this Letter of Agreement will not be used to circumvent normal overtime procedures.

3. The Company agrees that the scheduling of staff (rosters) will be consistent with the British Airways operation as if there were no joint handling agreement.
4. The Company agrees that no employee will be expected to perform any functions, duties or tasks for which they have not been trained.
5. The Company agrees that it will not use this Letter of Agreement to intentionally divert British Airways' customers to joint business partners' personnel in an effort to undermine the IAMAW bargaining unit.

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

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

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

This agreement **became** effective **on** September 12, 2014

Letter of Understanding – November 20, 2019

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

1. The Company will run an initial voluntary severance program after contract ratification.

The terms and conditions of the program, including but not limited to the number of eligible employees, the decision window and release dates will be set by the Company.

- a. All Customer Service Representatives will be eligible.
 - b. Any Customer Service Agent hired prior to September 12, 2014, will be eligible.
2. After the initial window, Customer Service Agents and Customer Service Representatives becoming eligible for the first time for an unreduced pension under the IAM National Pension Plan and will become eligible under “30 and out” or “62 and 20” between the end of the initial window and the date those enhanced pension options end will be eligible for an extended voluntary severance program, subject to company approval.

Eligible employees must notify the Company of their request to elect this extended voluntary severance during the decision window. If approved, the release date will be determined by the Company, subject to operational requirements.

Severance will be per the below severance table. Severance payments must be taken as one lump sum. Staff electing voluntary severance, who are in the following eligibility categories would have the option of adding a Three (3)-Year RRA to their severance. The annual RRA amounts would be \$5,250 single, \$10,000 double, and \$15,000 family. The RRA would be available until they Age Out or 3 years, whichever is earlier (Age Out: employee-age 65, spouse-age 65 and dependents-age 26).

Eligibility criteria:

- Employee Age 65+ for spouse under age 65 and dependents under age 26
- Employee Age 55-64 with minimum 10 years of service and eligible spouse and dependents
- Employee Age 50-54 with minimum 20 years of service and eligible spouse and dependents

Please note: to qualify for the 3-Year RRA, all eligible staff would need to be in receipt of their BA pension and eligible staff under the age of 55 would need to pay for COBRA until the age of 55. The staff eligible for the 3-Year RRA and all other staff would have the option to allocate any or all of their severance to be distributed as an RRA in the annual increments listed above and only until they Age Out at which time employees will be eligible for COBRA at their own cost. Staff retiring with BA who are age 65 or older, and are in receipt of their BA pension will continue on BA healthcare through the end of the month following their exit date and will move to retiree medical on the first of the month following their retirement and be eligible for the post-65 RRA (Retiree Reimbursement Account).

Voluntary Severance*

Completed Years of Service	Severance Benefit (paid weeks)
5	5
6	7
7	9
8	11
9	13
10	15
11	18
12	21
13	24
14	27
15	30
16	33
17	36
18	39
19	42
20	45
21	48
22	51
23+	52

*The Severance calculation above is based on completed years of service.

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

Letter of Understanding - Telecommunications

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

Transition Provisions

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

Letter of Agreement

Associate Customer Experience Representative (ACER)

This Letter of Agreement (LOA) is made and entered into in accordance with Title II of the Railway Labor Act, as amended, by and between British Airways, Inc. (hereinafter referred to as the “Company”) and District Lodge 142 of the International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter referred to as the “Union”), or, hereinafter collectively referred to as the “Parties”.

The Parties hereby agree as follows:

WHEREAS, the parties have been engaged in Section 6 negotiations under the auspices of the National Mediation Board (NMB) that will result in a Tentative Agreement, and

WHEREAS, there has been an expressed interest by the Company in creating a new Associate Customer Experience Representative (ACER) position, and

WHEREAS, the history of this Collective Bargaining Agreement has been such that there has never been an ACER position, and

WHEREAS, the implementation of a new ACER position has an inherent possibility of creating seniority and bidding issues, and

WHEREAS, the Company and Union will need to be able to react to any such issues post ratification.

NOW, THEREFORE, the Parties hereby agree to the following:

- 1. The parties agree to implement the new ACER positions under the terms and conditions set forth in this LOA on or after the effective date of November 20, 2019 (date of ratification).**
- 2. This LOA will facilitate either the Company or Union being able to bring forward issues that may arise as a part of the implementation or any process, element or issue not addressed or otherwise not contained in this LOA. This will allow corrections to be developed and implemented outside of this Collective Bargaining Agreement and any associated ratification process, however, any such process must be mutually developed and agreed to by the Company and Union.**
- 3. The parties agree to the following guidelines for the implementation of the new ACER positions:**

A. ACER's - General

- 1) All ACER's will have separate seniority and a stand-a-lone ACER seniority list. In addition, they will not accrue any full-time Customer Service Representative (CSR) seniority.
- 2) An ACER's job description shall be the same as a CSR as described in Article IV of this CBA except that it shall be on a part-time basis.
- 3) If an ACER bids and is the successful bidder for full-time CSR position they will be placed at the bottom of the full-time CSR seniority list (unless they hold previously accrued full-time (frozen) CSR seniority).
- 4) No previous ACER seniority will be credited on the full-time CSR seniority list.
- 5) All ACER's shall be paid according to their classification seniority and the relevant step on the existing CSR pay scale found in this CBA.
- 6) ACER's will be limited to any new, insourced stations for a period of one (1) year after the DOR.
- 7) After the one (1) year period has elapsed, the number or percentage of ACER's will be limited to fifty percent (50%) at existing (i.e. the ten legacy stations) stations/locations as of the DOR.
- 8) When supported by the station/location schedule and operation, postings for full-time CSR's will be posted and bid system-wide.

B. Order of awarding ACER bids at any new or existing locations

- 1) Bids shall be awarded first to existing ACER's who have satisfied the stability period.
 - a) Once the first station has been staffed with the first ACER on the system, that ACER must remain in their awarded station for a period of no less than six (6) months (stability period) unless there is a lateral transfer or promotional opportunity (e.g. any full-time position).
 - b) After an ACER has satisfied the stability period above, they shall have preference over any vacancies posted on the system via their existing ACER classification seniority.
 - c) If there are no ACER's, then 3.B.2) below and subsequent shall apply.
- 2) Awarded by classification seniority to any Employee with full-time CSR seniority who bid the positions (bid down to ACER), then after that to
- 3) Full-time CSA's with the greatest amount of accrued full-time CSA seniority (bid down to ACER), then after that to
- 4) Part-time CSA's with the greatest amount of accrued full-time CSA seniority, then after that to
- 5) Part-time CSA's, then after that to
- 6) Associate CSA's with the greatest amount of previously accrued full-time CSA seniority, then

- 7) Associate CSA's.
- 8) After the above (1 through 7) have been satisfied, the Company may go outside of the CBA to fill the position.

C. Stations with only ACER positions

- 1) There must be a minimum of a four-hour (4) gap between any two ACER shifts.
- 2) There will be no back to back shifts & no overlaps of shifts.
- 3) When the nature of the operation changes, i.e., the frequency of flights and/or the schedule, and the operation at a location/station supports a full-time CSR positions, those positions will be posted and bid system-wide and awarded pursuant to "Awarding Bids" paragraph found in Article IX of this CBA.

D. Potential issues at Stations and/or Location

- 1) If/when a/any ACER position(s) is/are replaced by full-time CSR postings, and the current ACER is not the successful bidder for the full-time CSR posting, he/she would be laid-off.
- 2) The ACER would need to either bump a junior ACER somewhere else on the system or bump into any other classification where they have previously established seniority and seniority permitting. And there pay and pension contributions would be according to the position they would be able to hold.
- 3) Separate seniority tracking - no direct ascent to the full-time CSR position when/if one becomes available. Vacancies will be filled pursuant to "Awarding Bids" paragraph found in Article IX of this CBA.

IN WITNESS WHEREOF the parties have signed this Letter of Agreement
this 3rd day of December, 2019.

For British Airways.

For the International Association of
Machinists and Aerospace Workers

Brian Pinchbeck
Senior Vice-President
North America Airports

James M. Samuel
General Chairperson
District Lodge 142