

**Agreement  
between  
Frontier Airlines  
and  
Teamsters Airline Division  
representing the Aircraft Technicians,  
Ground Service  
Equipment Technicians, and Tool  
Room Attendants**

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**ARTICLE I**  
**PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is to provide for the operation of the Company, in the mutual interests of the Company and the employees under methods which, to the fullest extent possible, further 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 to be the duty of the Company, the employees, both individually and collectively, and the Union to cooperate fully for the attainment of these purposes.
  
2. 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.

**ARTICLE 2**  
**SCOPE OF AGREEMENT**

1. The Company hereby recognizes the Union as the sole collective bargaining agent and authorized representative for those employees of Frontier Airlines, Inc., composing the craft or class of Aircraft Technicians, Ground Service Equipment Technician, and Tool Room Attendant employees as certified by the National Mediation Board in Case No. R-6823 on July 30, 2001.
  
2. This Agreement extends to all employees classified as Aircraft Technicians, Ground Service Equipment Technicians, and Tool Room Attendants who are engaged in the performance of aircraft maintenance work as defined in Article 7 of this Agreement.
  
3. The Company shall not contract out work when such contracting results, or will result, in a furlough of any employee covered by this Agreement. The parties agree that the Company may:

- a. continue to contract out work customarily contracted out;
- b. return equipment parts or assemblies to the manufacturer or to a manufacturer-approved repair station for repair or replacement;
- c. contract out any work when the Company's facilities and equipment are not sufficient, or qualified personnel are not available, or where employees available do not have the experience and ability to perform the work required; or
- d. contract out work at any location where such work has not been performed by unit employees on a regular basis, or at any location where the Company has not maintained permanent maintenance facilities or employees.

If the Company has need for contracting out work presently performed by employees covered by this Agreement, the Company will notify the Union in writing as soon as possible. The letter is to contain an explanation for the reason the work needs to be subcontracted.

If the Union believes the Company is abusing the right to contract out, it shall notify the Company of its belief no later than five (5) business days after learning of the Company's alleged abuse of contracting. The Company and the Union shall proceed to resolve the issue through the provisions of Article 16 and 17 of this Agreement, up to and including final and binding arbitration.

### **ARTICLE 3** **STATUS OF AGREEMENT**

1. Binding upon Successors.
  - a. This Agreement shall be binding upon any successor, consolidated or merged corporation, and the Company agrees that it will not sell, merge, or in any manner transfer its control over operations unless this Agreement is

expressly assumed by the successor, merging or acquiring company. In the event the entire company, or a division or department thereof covered by this Agreement, is sold, leased, taken over by sale, lease, merger, acquisition, assignment, receivership, or bankruptcy proceeding, such company or division or department thereof covered by this Agreement shall continue to be subject to the terms and conditions of this Agreement.

- b. The successor, consolidated or merged corporation shall staff the operations described in Section 1(a) above with employees covered by this Agreement, recognize the Union as their representative and adhere to this Agreement, whether or not a question of representation exists, until it is changed in accordance with the requirements of the Railway Labor Act.
- c. The employer shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc. who is a party to any transaction described in Section 1(a) above. Such notice shall be in writing and a copy served upon the Union as soon as practicable after execution of a contract of the nature described herein, provided that the company shall not be obligated to violate any confidentiality or nondisclosure obligations under such contract. The Union shall also be advised of the nature of the transaction excluding financial details.

2. In the event, the Company, after the effective date of this Agreement, utilizes its equipment or facilities in establishing a new Part 121 carrier, it is agreed that all work heretofore recognized as work coming within the jurisdiction of the Union and covered by the collective bargaining agreement between the Company and the International Brotherhood of Teamsters, shall continue to come within the jurisdiction of the Union, and a contract shall be negotiated between the Union and such new Part 121 carrier.

### **SECTIONS 3 & 13 OF THE ALEGHANY MOHAWK MERGER AGREEMENT.**

Section 3. Insofar as the merger affects the seniority rights of the carriers' employees, provisions shall be made for the integration of seniority lists in a fair and equitable manner, including, where applicable, agreement through collective bargaining between the carriers and the representative of the employees affected. In the event of failure to agree, the dispute may be submitted by either party for adjustment in accordance with section 13.

Section 13(a). In the event that any dispute or controversy (except as to matters arising under section 9) arises with respect to the protections provided herein which cannot be settled by the parties, within 20 days after the controversy arises, it may be referred by any party to an arbitrator selected from a panel of seven names furnished by the National Mediation Board for consideration and determination. The parties shall select the arbitrator from such panel by alternatively striking names until only one remains, and he shall serve as arbitrator. Expedited hearings and decisions will be expected, and a decision shall be rendered within 90 days after the controversy arises, unless an extension of time is mutually agreeable to all parties. The salary and expenses of the arbitrator shall be borne by equally by the carrier and i) the organization or organizations representing the employee or employees; or ii) if unrepresented, the employee, or employees or group or groups of employees. The decision of the arbitrator shall be final and binding on the parties. (b) The above condition shall not apply if the parties by mutual agreement determine that an alternative method for dispute settlement or an alternative procedure, for selection of an arbitrator is appropriate in their particular dispute. No party shall be excused from complying with the above condition by reason of having suggested an alternative method or procedure unless and until that alternative method or procedure unless and until that alternative method or procedure shall have been agreed to by all the parties.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

1. The right to manage and direct the work force, subject to provisions of this agreement, is vested in the Company.
  
2. Employees covered by this Agreement shall be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and which have been made available to the employees and to the Union thirty (30) days prior to becoming effective. The Union shall have the right to grieve the rules, regulations and orders.

**ARTICLE 5**  
**UNION REPRESENTATION**

1. The Company agrees to admit to its bases the officially designated representatives of the Union to transact business as is necessary for the administration of the Contract. Such business shall be transacted in as short a time as possible and shall not interfere with the operations of the Company. The Union will give the Company (24) twenty-four hours notice when practicable if they plan to conduct a sizeable group meeting with employees covered by this Agreement. The Company shall sponsor a reasonable number of union officials for any necessary airport security badges to access the hangar and line work areas, at no cost to the Union.
  
2. The Union shall select business representatives and shall notify the Vice President of Maintenance or the Company's designee from time to time of their appointment or removal. The Vice President of Maintenance or the Company's designee shall notify the Union of the appropriate Company representative.

3. The Union shall elect or appoint a primary shop steward(s) and alternatives(s) as required to conduct Union business and shall notify the Company in writing of their election, appointment, or removal.
  - a. A primary or an alternate steward shall be permitted reasonable time to investigate, present, and process grievances within the scope of said steward's station and shift on the Company property without loss of pay during the employee's regular working hours. If a steward is reasonably requested by management to delay an investigation of a grievance because of immediate work requirements, such steward, if practical, shall cooperate with the request. Any significant amount of time spent conducting Union business will be reported to management based upon the subject of the discussion/investigation.
  - b. Time spent in handling grievances during the steward's regular working hours shall be considered hours worked for all purposes. It is understood that if a steward voluntarily chooses to handle a grievance on other than Company time, the employee may not claim overtime pay for the non-Company time spent handling such grievance. This provision, however, shall not be construed as affecting an employee's overtime pay for time spent handling grievances while at work on authorized overtime. A Union Steward may not conduct Union business while working overtime unless it is requested by management. If Management calls a Union Steward during their off duty hours the Company will pay a minimum of one (1) hour straight time pay at the employees current rate of pay.
4. Upon twenty-four (24) hours notification by the Union Business Representative the Company will, based upon operational requirements, grant to any employee(s) unpaid time off to perform Union business off the Company property. In the event the Union business shall require an absence from work in excess of one (1) week, a Union leave of absence will be applied for in accordance with Article 18, Section

5. The Union will cooperate with the Company to avoid any negative impact on operations as a result of this section.
5. Local Management will notify the Union in writing of the names and hire dates of all newly hired employees and transfers. Such notification will be transmitted during the employee's first week on the payroll. Upon notification from the Business Representative, the appropriate Manager will provide thirty (30) minutes of paid time for purposes of Union orientation. Such time will be verbally agreed upon by the Business Representative and the Local Manager to occur on a scheduled work-day of the employee(s) initial new hire training period.

## **ARTICLE 6** **UNION SECURITY**

1. It shall be a condition of employment that all employees of the Company covered by this Agreement, shall on the effective date of this Agreement, become and remain members in good standing of the Union or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues required of the Union members, such sums to be recognized as "Service Fees".
2. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date shall on or before the thirtieth (30th) day following the beginning of the initial seniority date, become and remain members in good standing in the Union, or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues required of the Union members, such sums to be recognized as "Service Fees".
3. The Company will deduct from the wages of any employee who chooses to become a member of the Union any initiation fees and dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions. The written authorization must be signed by the employee and the authorization form will be provided by the Union.

The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees and/or dues. The amount withheld shall be deducted from the appropriate paycheck, reported and paid to the Union monthly. The employee's social security number, full name, dues rate, rate of pay and status of employment will be transmitted with the monthly fees/dues. The Company shall transfer all dues to the Union at least ten (10) calendar days before the end of each month.

4. The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims, which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of the terms of this Article.
5. In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.
6. The Company will advise the Union of the name(s), social security numbers, hire dates, and addresses of any new hires and the names, social security numbers and dates of all other employees covered by the Agreement who have been terminated, laid off, retired, transferred, changed status, or recalled at the time the Company turns over the monies to the Union in accordance with Section 2 of this Article.
7. It shall be the responsibility of any employee who is a member of the Union and not on a dues deduction program to keep the employee's membership current by direct payments of monthly dues to the Union.
8. The Union shall give the Company at least thirty (30) days written notice before requesting the removal of employees from employment for failure to maintain membership in good standing in the Union in accordance with Section 1 of this Article.

9. Should a deduction be missed, or in the event an insufficient amount is deducted or overpaid, the proper adjustment will be made the following month.
10. The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a regular basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.
11. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's actual cost for the expenses incurred in administering the payroll deduction plan.

## **ARTICLE 7**

### **CLASSIFICATIONS. QUALIFICATIONS AND SHIFT BID AREAS**

1. Classifications
  - a. Employees shall be assigned in one of the following Classifications:
    - i. Aircraft Technician
    - ii. Tool Room Attendant
    - iii. Ground Service Equipment Technician
  - b. Aircraft Technician: The work of the Aircraft Technician shall include all work generally recognized as Aircraft Technician's work performed by the Company in its airline operations in and about the Company shops, maintenance bases and maintenance stations, including but not limited to checks, dismantling, overhauling, repairing, fabricating, assembling, welding, erecting and painting all parts of aircraft, aircraft engines, radio equipment,

instruments, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith. Aircraft technicians must meet minimum qualifications set forth by the General Maintenance Manual.

- c. Tool Room Attendant: The work of the Tool Room Attendant shall primarily include but not be limited to repairing and maintaining, inspecting, and controlling the distribution of tooling required in the maintenance and repair of aircraft and/or aircraft parts (for example, repair and maintenance of aircraft jacks).
  - d. Ground Service Equipment Technicians: The work of the Ground Service Equipment Technician shall include all work generally recognized as Ground Service Equipment Technician's work performed by the Company in its airline operations in and about the Company shops, maintenance bases and maintenance stations, including but not limited to checks, dismantling, overhauling, repairing, fabricating, assembling, welding, erecting and painting all parts on non-aircraft motorized vehicles, including tugs, belt loaders, trucks, golf carts and other motorized equipment. Ground Service Equipment Technicians must meet minimum qualifications set forth by the job description.
2. Qualifications and Job Descriptions. The Company will post standards for qualifications and job descriptions.
  3. Shift Bid Areas. The following shall be recognized as bid areas by station or shift for the purpose of this Agreement. Any newly created bid areas other than those listed below will be subject to the terms of this Agreement. Any station and/or shift may have any or all of the listed bid areas:

**1. Aircraft Technician:**

- A&P Base
- A&P Line
- Avionics Base
- Avionics Line
- Component / Electrical Shop
- Composite Shop
- Engine Shop
- Inspection Department
- Leads by Bid Areas
- Machine Shop
- Paint Shop
- Production Control
- Structure Base
- Structure Shop
- Trim Shop
- Upholstery Shop
- Welding Shop

**2. Tool Room:**

- Tool Room Attendant
- Tool Room Lead

**3. Ground Service Equipment Maintenance:**

- Ground Service Equipment Technician
- Lead Ground Service Equipment Technician

4. The Inspection Department will have one open shift bid (ie, both receiving and floor inspectors will bid together) and one closed shift bid (ie, receiving and floor inspectors will bid separately) each year.

**ARTICLE 8**  
**SENIORITY**

1. Company seniority shall be defined as an employee's continuous length of service with the Company and shall govern vacation preference where applicable and length of vacation, in accordance with Article 20 of this Agreement.
  
2. For all other purposes, seniority shall be defined as the length of service for which an employee receives credit in the classifications listed below and shall accrue from the date of entering such classification:
  - a. Aircraft Technician Classification
  - b. Tool Room Classification
  - c. Ground Service Equipment Technicians
  
3. Except as provided in Article 13, classification seniority and reasonable qualifications shall govern bidding for vacancies or new jobs.
  
4. Except as otherwise provided in the Agreement, new employees hired after the effective date of this Agreement shall be regarded as probationary employees for the first ninety (90) days of their employment. There shall be no responsibility on the part of the Company for the reemployment of employees discharged or laid off during this period. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list in their classification in order of the date of their original hiring. The Company will advise all applicable Teamster Locals representing aircraft technicians, tool room attendants, and ground service equipment technicians of new hires, including date of hire, classification and assignment and any employee terminations (other than probationary employees), giving date of termination, classification, assignment and reason for termination within fourteen (14) calendar days.
  
5. Seniority lists by classification showing the names, classifications, system seniority date in the classification, date of hire, station and department name shall be

prepared by the Company with respect to those classifications of employees covered by this Agreement. Seniority lists shall be furnished to the union steward on record within twenty-four (24) hours. The lists shall be time/date stamped and posted in each shop, hangar or facility during January of each year and shall be revised any time there is a change of the list. The lists shall be signed by the Company and a Union steward then forwarded to all Teamster Locals representing Aircraft Technicians, Ground Service Equipment Technicians, and Tool Room Attendants. Such lists will be subject to correction upon protest for a period of thirty (30) days. If no complaint is made within thirty (30) days after being posted, the list as published shall be assumed to be correct and no changes will be made except under extraordinary circumstances. In preparing the seniority lists, when it is impossible to determine the proper order by dates of entering the classification or by length of service with the Company, then the names shall be listed in order of the last four digits of their social security number, with the highest being first.

6. Employees will lose their seniority status and their names will be removed from the seniority lists under the following conditions:
  - a. The employee quits or resigns.
  - b. The employee is discharged for just cause.
  - c. The employee does not inform the Company in writing by registered mail of the employee's intention to return to service within nine (9) days of sending of notice offering to re-employ him.
  - d. The employee does not return to service on or before a date specified in the notice from the Company after a layoff which date should not be prior to nine (9) days after sending such notice; provided such notice was sent by registered mail (return receipt requested) to the employee at the last address filed by him with the Company.
  - e. An employee who is furloughed and who is not recalled to service with the Company within five (5) years from date of furlough.

7. Employees promoted to permanent supervisory positions after the ratification of this Agreement shall accrue seniority in the categories from which they have advanced for a period of ninety (90) days. Thereafter, they shall be moved to a retained seniority list and retain their classification seniority. If an employee is terminated while in a management position, they shall have no rights under this Agreement. The Company shall within (10) days notify the Union in writing of the termination of any management person who is listed on the retained seniority list.
8. Any employee accepting temporary transfer or promotion to a supervisor or non-bargaining unit position for less than thirty (30) calendar days in any twelve (12) month period shall maintain and accrue seniority. Such assignment need not be posted as required in Article 13 but the Company will notify the Union in writing of the assignment and the assignment's expected duration.
9. Any employee retaining classification seniority may voluntarily return to the classification from which they advanced so long as no employee covered by this Agreement is furloughed. At the time of their return to the classification they will be credited with ninety-one (91) days of their retained seniority and will continue to accrue from that point. On the first anniversary of their return to the bargaining unit they will be credited with the balance of their retained seniority. If the employee again accepts a supervisory or non-bargaining unit position their seniority will cease accruing on the date they leave the bargaining unit and their name will be placed on the retained seniority list.
10. Any management or non-bargaining unit employee who is furloughed from their position may not use their classification seniority to displace a bargaining unit employee at the time of furlough. The furloughed employee's name will be placed on the recall list for any classification(s) in which they hold seniority. Once all bargaining unit employees have been recalled, the management or non-bargaining unit employee may be recalled into a bargaining unit position in the order of their retained classification seniority. At the time of their recall they will be credited with

ninety-one (91) days of their classification seniority and continue to accrue from that point. On the first anniversary of their recall to the bargaining unit they will be credited with the balance of their retained seniority. If the employee again accepts a supervisory or non-bargaining unit position their seniority will cease accruing on the date they leave the bargaining unit and their name will be placed on the retained seniority list.

### **ARTICLE 9** **REDUCTION IN FORCE**

1. In a reduction of force, employees having the least seniority in the classification and bid area(s) as listed in article 7 directly affected by reduction will be given at least two (2) weeks notice of any reduction in force except when such notice is prevented by an Act of God, an adverse action taken by another employee group within the Company, or other circumstances over which the Company has no control. An employee affected by a reduction of force may exercise the employee's seniority as provided in the following paragraph to displace another employee in the same classification provided the employee's seniority is sufficient and provided the employee is qualified to perform the job.
  
2. The employee directly affected by reduction of force may exercise the following options, in the following order, provided the employee's seniority in the pertinent classification is greater than that of the displaced employee:
  - a. To displace any employee with less seniority in the employee's own bid location in the employee's own classification that the employee is qualified to displace.
  
  - b. To displace any employee with less seniority in any other bid location to include another station in the employee's own classification whom the employee is qualified to displace.

- c. An employee may request and be granted a furlough instead of exercising any of the above options.

Any employee entitled to exercise option (a) under this Section may instead choose to exercise option (b). If an employee is able to displace an employee within the employee's classification in the employee's bid station but instead elects to displace an employee in another station, the employees' move will be treated as a voluntary transfer and the Company will not pay moving expenses.

3. In the restoration of force, employees will be re-employed in the order of seniority within their classification, in accordance with Article 8, Sections 6(c) and 6(d).
4. Employees shall continue to accrue seniority while on furlough.
5. When it becomes necessary to reduce the working force, a list of those to be furloughed will be furnished to the Teamster Locals representing Aircraft Technicians, Ground Service Equipment Technicians, and Tool Room Attendant employees.

## **ARTICLE 10** **HOURS OF SERVICE**

1. Five Day Week
  - a. Eight (8) consecutive hours, exclusive of a meal period of not to exceed thirty (30) minutes shall constitute a standard workday.
  - b. Forty (40) hours, consisting of five (5) consecutive eight-hour days, worked within seven (7) consecutive days, will constitute a standard workweek.
2. Four Day Week
  - a. Ten (10) consecutive hours, exclusive of a meal period of not to exceed thirty (30) minutes, shall constitute a standard workday.

- b. Forty (40) hours, consisting of four (4) consecutive ten-hour days, worked within seven (7) consecutive days, will constitute a standard workweek.
3. The workweek shall commence at 12:01 Saturday a.m. of each week and end at 12:00 midnight Friday of each week.
4. All employees will be granted a rest period during the first half of their shift and a rest period during the second half of their shift without loss of time. The rest periods for an eight (8) hour shift shall be of fifteen (15) minutes' duration. For a ten (10) hour shift, they shall be of twenty (20) minutes' duration.
5. All employees will have an unpaid and uninterrupted thirty (30) minute meal period regularly scheduled between the ending of the third hour and the beginning of the sixth hour after reporting to work for an eight (8) hour shift and between the ending of the fourth hour and the beginning of the seventh hour after reporting to work for a ten (10) hour shift. Employees who, because of requirements of the service, are required to start their lunch period more than thirty (30) minutes in advance of or thirty (30) minutes after the starting time of their regularly scheduled lunch period shall be allowed a reasonable time to eat as close to their regular lunch period as possible and paid for same at the straight time or applicable overtime rate in addition to their regular compensation, or if interrupted, paid for at the applicable overtime rate.
  - a. Subject to operational needs and managements discretion an employee who at the supervisor/managers request forego their meal period, may exercise the option to forgo the overtime rate of pay and instead may leave their shift one half hour early. The employee will be paid their straight rate of pay for their regularly scheduled shift to include the half hour lunch period, which they worked through.
6. When an employee has the employee's hours of work temporarily changed and thereafter is returned to the employee's regular assignment and the employee's

hours of work on the employee's regular assignment is such that the employee will not have eight (8) hours' rest after the employee's last preceding work, the employee's supervisor shall direct the employee when to next report for work. The supervisor shall give the employee at least an eight (8) hour rest period. In the event that such rest period extends into the employee's regular work shift, the employee shall be paid at straight time rates for that time lost from the employee's regular work shift, which would provide the employee with the rest period of eight (8) hours. If the employee is not provided with the rest period as described above, the employee shall receive the employee's applicable overtime rate of pay until such time as the employee is relieved for said rest period. The provisions of this paragraph shall not apply to recall work.

7. The regular starting and stopping time for work shifts will be scheduled and posted and shall not be changed without one week's notice. When the Company temporarily changes an employee from the employee's regularly assigned shift to a shift being established on a temporary basis, forty-eight (48) hours notice will be given. If an employee is given less than forty-eight (48) hours notice the employee shall be paid time and one-half (1-1/2) the employee's regular straight time hourly rate for the first four (4) hours of the employee's new assignment.
  - a. The starting times for regular shifts at maintenance facilities existing at the date of this Agreement will be as follows:
    - i. The day shift will start no earlier than 4:00 a.m. and no later than 8:00 a.m.
    - ii. The swing shift shall start no earlier than 12:00 noon and no later than 4:00 p.m.
    - iii. The graveyard shift will start no earlier than 8:00 p.m. and no later than 12:00 midnight.

- b. In recognizing that the Company may in the future operate maintenance facilities outside the existing Denver base and Phoenix and Kansas City stations, it is the parties' intent to agree to negotiate starting time and local work rules at each facility at the time of opening.
  
- 8. The Company will, whenever practicable, post work assignments in all bid areas with four (4) consecutive work days of ten (10) work hours per day, with an unpaid thirty (30) minute meal period, followed by three (3) consecutive days off. If the Company reduces the number of four-ten hour shifts below twenty percent (20%) of the total number of shifts then available, the Company will present evidence of the business need for the reduction of four-ten hour shifts to the Union upon the Union's request.
  
- 9. No employee will be called to work or required to report to work for a regular work shift of less than eight (8) hours work, except as stated in Article 11, Section 4. Any employee called to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, shall receive a minimum of four (4) hours pay at the regular hourly rate.
  
- 10. The working hours at each maintenance facility shall be established by the Company and shall be posted on a bulletin board at all times. Employees whose permanent shifts are changed by greater than one (1) hour due to work schedule changes will be permitted to exercise their seniority for shift selection within their classification.
  
- 11. There will be semiannual bids for all employees covered by this Agreement, the start of the first pay period in April and October. There will be a thirty (30) day notice of bidding prior to the two (2) week posting. Semi-annual bids will take place for each of the bid areas specified in Article 7, Section 3.

- a. At least two (2) weeks prior to the semiannual bid, the Company will prepare a list of all shifts and days off available in each bid area, which will be posted on the bulletin board for a period of seven (7) days. The bid will also state the day the bids go into effect, which will be the start of the pay period.
  - b. Within the seven (7) days following posting, each employee will submit on a form provided by the Company the employee's preference of shifts and/or days off. Employees failing to submit their preference of shifts and/or days off will be assigned to the shift and/or days off available.
  - c. No overtime will be paid as a result of an employee changing the employee's days off or shift because of the semiannual bid. However, any non- posted individual assignment made by the Company in their shifts and/or days off, the applicable overtime rule will apply.
12. For continuous service before regular working hours employee will not be required to work more than three (3) hours without being allowed a thirty (30) minute meal period. For continuous service after regular working hours employees will not be required to work more than two (2) hours without being allowed a thirty (30) minute meal period. Employees required to work through such meals shall receive an additional thirty (30) minutes pay at the applicable rate.

## **ARTICLE 11** **OVERTIME**

1. For pay purposes, the twenty-four (24) hour period starts with the beginning of an employee's regular posted shift. Overtime rates shall be computed on an actual minute basis, with a minimum of one-half (1/2) hour overtime.
2. Employees on an eight (8) hour day shall be paid an hourly rate of time and one-half for all work performed either prior to or after the employee's regularly scheduled hours.

3. Employees on a ten (10) hour day shall be paid an hourly rate of time and one-half for all work performed either prior to or after the employee's regularly scheduled hours.
4. Any employee recalled to work on a regularly scheduled work day or required to report to work on the employee's regularly scheduled day off will be paid a minimum of four (4) hours pay at the applicable rate, except that an employee called in early in conjunction with this regular shift for the purpose of traveling to another station to perform work will be paid at the applicable overtime rate for all time spent at the employee's station in preparation for travel with a minimum of one-half (1/2) hour.
5. Overtime Selection and Tracking Procedure:  
Whenever possible, employees on a shift will be given a minimum of two (2) hours notice of overtime. It is specifically understood that no notice will be necessary whenever an emergency condition exists. The following procedure will be followed in administering the overtime lists:
  - a. On the start of each semi-annual shift bid period the overtime lists will be zeroed out and the classification seniority list will prevail in establishing a new overtime call sheet.
  - b. The following guidelines will be observed when overtime occurs:
    - i. When it is anticipated that completion of a job will not exceed one (1) hour, the employee or employees performing the job may be asked to complete the job.
    - ii. Overtime anticipated not to exceed 4 hours:
      - a. Overtime that will not exceed four (4) hours may be performed by those employees on the shift and on the clock. Those employees performing the work will be paid a minimum of one half (1/2) hour pay at the applicable rate.

b. Daily Overtime Sign-up Lists:

A daily overtime sign-up sheet will be posted in the supervisors office at the beginning of each shift. Employees will have the opportunity to sign-up for overtime during the first forty-five minutes of the start of the shift. Overtime will be offered to the employee with the least number of overtime hours in the overtime book who has also signed up on the daily sign-in sheet.

iii. Overtime anticipated to exceed four (4) hours:

a. Overtime anticipated to be more than four (4) hours will be filled using the following procedure.

b. Weekly Overtime Sign-up Lists:

A weekly sign-up sheet will be posted four (4) days prior to the beginning of the payroll week the overtime occurs. Overtime will be offered to the employee with the least number of overtime hours who has also signed up on the weekly sign-in sheet. All employees, regardless of which shift they work regularly may sign up for weekly overtime.

c. After the sign-up sheet in the bid area for which the overtime exists has been exhausted the overtime will be offered to qualified employees in other bid areas within the employees classification. If the overtime is still not filled, the supervisor will ask for volunteers and assign the overtime in order of seniority. If overtime is still not filled, the least senior employee on shift in the bid area will be assigned the overtime. Calls offering overtime will be made by a Company and a Union steward and will be initialed by both parties. If a steward is not available an alternate bargaining unit member will serve as a steward for purposes of the overtime call verification.

- iv. Overtime Tracking: An overtime book will be kept in order to track overtime hours by classification and bid area. The book may be kept electronically. Overtime books will be kept for each bid area, but will not be kept separately for each shift. A copy of the call lists/books will be retained for 18 months by the Company and a copy will be made available to the Union for review upon request.
  - v. An employee will indicate they want to be offered overtime that is needed in another bid area within their own classification by initialing the sign up sheet indicating they are willing and qualified to do so.
  - vi. If an employee signs up for overtime and then refuses the overtime, the time will be banked to the employees balance as if they worked the overtime for equalization purposes.
- c. An employee who completes probation will be eligible to sign up for overtime. The employee who signs up for overtime, shall be put in the overtime book by classification and bid area and banked with the equal number of hours as the employee with the highest overtime hours for equalization purposes.
  - d. An employee who is transferred involuntarily or returning from any extended leave of absence (longer than 30 days) between the semi-annual bids to another bid area will be assigned the average number of overtime hours in the bid area that they were reassigned to.
  - e. Employees temporarily assigned to another station will be averaged into that station's overtime book. When such employee returns to the employee's permanent station, the overtime hours worked on temporary assignment will be added to the overtime book at the employee's permanent station.

- f. Employee is not eligible for overtime if the employee is on vacation, personal holiday or sick time for the twenty-four (24) hour block of time that starts their regular workday.
  
- 6. No overtime shall be worked except by direction of the proper supervisory personnel for the Company. The Company and the Union recognize that in certain exceptional circumstances, it may be necessary for an employee to work overtime without prior approval. In the cases of emergency and when prior authority cannot be obtained, employees must contact a supervisor as soon as possible.
  
- 7. When an employee, as a result of bidding, changes the employee's days off, no overtime will be paid as a result of such changes.
  
- 8. Rest Periods:
  - a. Employees who work sixteen (16) consecutive hours or more must be given a rest period of at least eight (8) hours before being required to report to work again. In the event that this rest period extends into a regular work shift, the employee will be paid for such time lost at the employee's regular straight time rate.
  
  - b. In the event any employee's paid rest period would result in the employee's returning for two (2) hours or less of the employee's regular work shift, the employee may elect not to return, and to take off the remainder of the regular work shift without pay as an approved absence.
  
  - c. If an employee is entitled to paid rest under Paragraph 9(a) above, and the Company requests and the employee agrees to forego the paid rest, such employee will remain at the applicable overtime rate until the employee is relieved for at least eight (8) hours rest.

- d. No employee will be forced to work scheduled overtime for more than twelve (12) hours for an eight (8) hour shift or fourteen (14) hours for a ten (10) hour shift in a twenty-four (24) hour period.
9. Employees covered by this agreement who are upgraded to temporary supervisors for one (1) shift shall be eligible for craft overtime. Employees who work as temporary supervisors for more than one (1) successive shift shall not be eligible for craft overtime until they have returned to the craft work under this Agreement at straight time rates. Temporary supervisors shall be eligible for supervisor overtime regardless of the length of their assignment. Temporary supervisors will return to the overtime call book in the same position before the temporary supervisor assignment and shall not be charged for any supervisor overtime they may have worked.
10. All compensated hours will count toward the computation of overtime.
11. When an employee is working overtime, they will have the option to forgo the one half (½) hour lunch period and will be paid for all hours worked.

## **ARTICLE 12** **TRAINING**

1. Time spent by any employee covered by this Agreement attending training classes scheduled by the Company before, during or after the employee's regular shift shall be deemed as time spent at the employee's regular work for all purposes and shall be compensated at regular straight time rates, or at the applicable overtime rate if conducted other than during an employee's straight time shift.
2. An employee required by the Company to attend training classes on the employee's day or days off will be paid for the day or days at the overtime rate. It is expressly understood and agreed, however, that an employee's shift and/or days off may be temporarily rescheduled to allow attendance at training classes of

several days duration, provided that the employee is given seven (7) days notice of the rescheduling. If the employees days off are rescheduled and the employee is given seven (7) days notice, the employee will be paid at straight time rates for the training.

3. Employees will be given seven (7) days notice of any training that will not be scheduled during their regular work hours. If seven (7) days notice has not been given, the employee cannot be required to attend.
4. The Company will make a reasonable effort to schedule the employees to attend the training classes during regular work hours. It is expressly understood and agreed, however, that training classes will not necessarily be offered during swing or graveyard shifts.
5. When the Company provides training, employees will be offered the training by seniority on a rotation basis for equalization purposes. In cases of mandatory training, the company reserves the right to assign employees in reverse seniority if there are not enough volunteers. Employees receiving specialty/limited training will remain in their current position until the next semi-annual bid.
6. In the event an employee is released from training at a location outside their normal bid area within two (2) hours of the end of their regular shift they shall not be required to return to work and will be paid for their full shift. If the training is conducted at their bid area they may be required to work through the end of their regular shift.
7. The Company reserves the right to determine what types of training it will offer and the number of employees from each department that will be trained. The Company will provide the stewards with the procedure for training (i.e., in what order department and shifts shall be scheduled as well by base or outstation). The Company will make a reasonable effort to equalize training opportunities between

departments and shifts. The Company will post all opportunities and schedules for training.

8. The Company will maintain a training/qualification database that can be viewed by the employees. Employees must request to view their training record and qualifications on the database through their supervisor.
9. Training will be offered on everything an employee must be qualified on for job advancement within the classifications of this agreement. However, training required for certification or license, i.e., A&P or FCC, will not be paid for by the Company. Such training will be subject to the Company's tuition reimbursement program.
10. If an employee is required to travel to any training, the Company will pay for transportation and lodging expenses, if any. The Company will also pay the employee for travel time. Travel time will include two hours prior to the scheduled departure. If a flight is delayed or space available status requires the employee to take another flight, the employee will be paid for the additional time. If the employee chooses to stay at the training location beyond the scheduled training period, and the employee misses a flight due to space available status, the Company shall bear no expense, i.e. compensation, hotel, meals, etc. All travel time will be paid on a straight time basis and will not be included in the forty (40) hour workweek for purposes of calculating overtime. All time spent between the end of training and travel home, at the first opportunity, will be paid unless lodging is furnished. An employee will be paid the employee's regular shift plus travel time when the employee travels on a regular scheduled work day, the employee will be paid their regular scheduled shift at the applicable overtime rate if they are scheduled to travel on their day off.
11. If the employee is required to travel to any training, the employee will be granted a per diem for meals and other expenses while the employee is away from their base

station. The per diem rate is based on geographic location and is set forth in the per diem rate provided by the US government. The per diem will be paid out by the number of meals spent away from their home base, not exceed three (3) meals per twenty-four (24) hour period. The employee will receive 1/3 of the per diem amount for breakfast if the employee is away from their home base at 6 a.m. The employee will receive 1/3 of the per diem for lunch at 12 p.m. (noon) and 1/3 of the per diem for dinner at 6 p.m.

### **ARTICLE 13** **FILLING OF VACANCIES**

#### 1. Definitions

- a. This Article shall be applicable only to vacancies in Aircraft Technician, Ground Service Equipment Technicians, or Tool Room Attendant positions.
- b. The Company has complete discretion in filling temporary and full-time Maintenance Supervisor vacancies. It is agreed that employees covered by this agreement may be asked to work temporary supervisor assignments from time to time. Temporary supervisor assignments to individual employees will not exceed thirty (30) consecutive shifts. Individual employees may only be assigned to temporary supervisor positions for a total of thirty (30) shifts per calendar year. Any supervisor overtime that may be worked by an individual employee in addition to a shift as a supervisor will be included in one (1) shift. A list of temporary supervisor assignments will be maintained by the Company and will be reduced to zero hours on January 1 of each year.
- c. Permanent vacancies are new positions or vacancies created as a result of an employee transferring or permanently leaving the craft.

- d. All other vacancies other than those described in Paragraph 1(c) above will be considered as long-term or short-term temporary vacancies.
- e. Temporary vacancies of more than thirty (30) days shall be long-term temporary vacancies. Long-term vacancies shall include, but not be limited to, vacancies occurring as a result of an employee:
  - i. accepting a volunteer position for a period in excess of thirty days;
  - ii. taking a leave of absence for a period in excess of thirty days; or
  - iii. being out sick or injured on the job for a period in excess of thirty days.

When the employee whose absence created the temporary vacancy returns to work, all affected employees will return to their former position, shift and days off.

- f. Temporary vacancies of less than thirty (30) days shall be short-term vacancies and need not be filled. If the Company chooses to fill a temporary vacancy of less than thirty (30) days, such vacancy will be posted for five (5) days at the affected station and will be awarded to the senior qualified bidder on the affected shift in that station on a daily basis. If there is no qualified bidder, the Company may assign an employee to the position in reverse order of seniority. If the Company has a need to fill the vacancy during the (5) five-day posting period they may do so by offering the assignment to the qualified, most senior employee on duty.

## 2. Filling of Vacancies Procedure

- a. Posting. If a permanent or long-term vacancy in a classification occurs and the Company does not abolish the position, the vacancy will be posted in all Maintenance stations within seven (7) days after the permanent vacancy

occurs. Such postings shall state the classification of the job, minimum qualifications necessary, bid station and closing date for application. All union stewards and the Union will receive a copy of the posting from the Company.

- b. Applications. Employees shall have seven (7) days from the first day the vacancy is posted to apply for the position. At the expiration of the seven-day application period, the position will be deemed closed and no other applicants may apply for the position. If an employee will be on any form of leave and would like to be informed of vacancies, the employee must communicate their desire to be informed of vacancies to the employee's supervisor and provide the supervisor with an address and phone number where the employee can be reached.
  - i. An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid, and if the employee is the senior bidder for more than one (1) vacancy, the employee shall have the opportunity to qualify only for the job ranked highest in the employee's preference.
  - ii. An employee may bid on any posted vacancy, created as a result of a new or vacant position.
  
- c. Selection and Notification. Except as noted below, in filling posted jobs, assignment will be made to the senior qualified employee who bids for the job. The awarding of the position shall be done within (7) seven calendar days of the bid closing. This time period can be extended with mutual agreement by the Company and a Union official (i.e., business agent or president). If the job is not filled through the bid procedures the Company reserves the right to hire a new employee for the position.

- d. Assumption of Position. An employee awarded a permanent vacancy in a bid station will assume the vacant shift at the beginning of the next pay period. This time period may be adjusted upon mutual agreement of the employee and the Company. For relocation purposes, this time period may be extended upon mutual agreement of the employee and the Company for a period not to exceed (3) three weeks. If the bid job involves a promotion, the rate of pay will start on the day the employee reports to work in the assumed position. Where two (2) or more employees enter a new bid station at the same time, classification seniority shall prevail as to which of the vacant shifts such new employees are entitled. If neither employee has seniority in the classification involved, seniority within the bargaining unit shall prevail. If neither employee has seniority within the bargaining unit, seniority with the Company shall prevail.
- e. Trial Period. A successful bidder of a posted job covered by this Agreement shall hold the job to which the employee is assigned for a fair and reasonable period of time not to exceed sixty (60) consecutive days, on a trial basis in order to demonstrate their ability to perform the work required for the job. The employee shall be given a thirty (30) day written evaluation and if the employee has failed to demonstrate the ability to perform the work required for the job by the department supervisor/manager, the employee shall also receive a performance plan which will detail training and any other requirements for improved performance. If the employee fails to demonstrate the ability to perform the work required for the job during the remaining thirty days of the trial period, the employee shall return to their previous assignment. If it is found that the job is not as represented in the posting, the employee may return to the employee's previous assignment. The employee shall not, in case of failure to demonstrate ability, for a period of six (6) months after said failure, be permitted to bid a vacancy in the same or higher classification in the same type of work the employee was unable to demonstrate ability.

**ARTICLE 14**  
**FIELD SERVICE AND CHARTERS**

1. Field Service and Charter Assignment
  - a. The Company shall determine the number and frequency of field trips and charters as dictated by business needs. Field Trips / Charters may be staffed with personnel from any maintenance station. For purpose of this article, references to field trips shall include charters. Charters shall be counted as one (1) field trip.
  - b. When the Company determines that a field trip will be required, the Company shall determine the number of employees assigned to the field trip.
    - i. When a field trip cannot be performed by one employee because of the nature of the job, (i.e. heavy lifting requirements, work with hydraulic fluid, safety), the Company will assign the number of employees required to perform the work.
    - ii. The Company will confer with an on-duty Union Steward in making these determinations, however, the final decision will be made by the Company.
    - iii. It is further understood that no employee shall be dispatched for field services to a station where no other person is available to render assistance in the event of an emergency.
  - c. The Company will also determine which employee(s) will be assigned to the field trip.
    - i. The Company will determine the qualifications necessary to perform the field trip.
    - ii. The Company will confer with an on-duty Union Steward in making these determinations, however, the final decision will be made by the Company.

iii. When the Company determines that an unplanned field trip is required the following applies:

a) Unplanned field trips/charters are trips with less than 8 hours notice. A daily sign-in sheet will be posted each day and employees will have the opportunity to sign-up for field trips / charters for the first (45) minutes of the start of the shift. For unplanned field trips/charters, selection will be from the shift on duty if it is necessary to send the employees immediately. When the field trip/charter is required to depart within two (2) hours, the Company shall assign field trip/charters from the employees on duty at the time of the assignment. This being the employee on duty with the lowest number of field trip/charters in the book and who has also signed up on the daily field trip / charter sign-up sheet. If an employee has signed up that day for a field trip and then refuses to go, they will be charged for the trip. If the assignment is not made from line maintenance, Base Maintenance personnel on duty at the time of departure will be offered the field trip / charter.

In the event the Company has to junior assign a field trip / charter the qualified, line maintenance employee on duty with the least seniority who has signed-up on the field trip / charter sign-in sheet will be assigned the field trip. If there are no qualified individuals from the sign-in sheet to junior assign, the qualified junior employee from the field trip / charter call-out book will be assigned.

In the event there is a shift overlap the employee on the on-coming shift will be sent for the field trip/charter. The cut-off time is the start time of the on-coming shift.

b) When the Company determines that a planned field trip / charter is required the following applies: For planned field trips/charters selection will be from the field trip book. Planned field trips/charters will be called out more than eight (8) hours in advance. Planned field trip/charters will not be called out more than ten (10) calendar days in advance.

Planned field trips / charters will be offered first to the line maintenance personnel on-duty shift at the time of the field trip / charter scheduled departure time. If not filled, the work will then be offered to the next shift, if not filled then work will be offered to the next shift, if not filled then it will be offered to Base Maintenance personnel.

c) The inspection department will run a separate call out book for unplanned and planned field trips/charters. The planned field trips/charters list will be zeroed out at each shift bid change.

- iv. Any employee who is bypassed based on a lack of qualifications shall not be charged for that field trip. Employees declining a specific field trip will be charged for a field trip.
- v. Field trips shall be offered to line personnel first. When line personnel are sent on field trips, if workload requires the Company shall assign an equal number of Base personnel to the line for cross-training purposes.
- vi. If there are insufficient qualified volunteers available, the Company shall assign qualified employees in reverse seniority order from a roster of all employees currently on duty.

- d. A field trip book will be maintained and will be comprised of employees who are willing to make field trips. The book will track the number of field trips the Employee takes in a bid period. Anyone changing shifts during the bid period will carry over the number of trips they have on the book. If the employee is not contacted for a field trip/charter they will not be charged for the trip, if the employee is contacted and declines the trip they will be charged the trip declined.
  - e. Field trips will be assigned to the Employee with the least number of field trips for the bid period.
  - f. If there are employees with the same number of field trips, the Employee with the most classification seniority will be assigned to the field trip.
  - g. In the event an assigned field trip/charter is canceled that employee will be eligible for the next unassigned field trip.
  - h. When a planned field trip/charter is chosen the employee cannot be offered an unplanned field trip/charter unless the call book is exhausted.
  - i. Unplanned field trip/charter cannot be taken 24 hours prior to planned field trip/charter assignment time.
  - j. The Company will keep one (1) combined line unplanned field/charter trip book and planned field trip/charter book. The Inspection department will keep two (2) books, one (1) planned field trip/charter, and one (1) unplanned field trip/charter book.
2. Field Trip and Charter Compensation

- a. When employees covered by this Agreement engage in emergency field services away from their base or station to restore Company aircraft or equipment to service, they shall be paid for such work on the same basis as at their base or station, with a minimum of eight (8) or ten (10) hours, whichever is applicable, at straight time rate for each twenty-four (24) hour period. For pay purposes the twenty-four (24) hour period starts with the beginning of the employee's last regular shift.
- b. If an Employee is called in to perform the field trip from home, the Employee's compensable time shall commence thirty minutes prior to the trip leaving and thirty minutes after the trip returning.
- c. All time in excess of eight (8) or ten (10) hours, whichever is applicable, in any one day spent in working, traveling or waiting in connection with emergency field services as defined in Section 1 of this Article will be paid at applicable overtime rate of pay in accordance with Article 11 of this Agreement.
- d. If such field service is interrupted for any reason and the employee is released by an agent of the Company for a period of eight (8) consecutive hours or more, the employee shall not be paid for the time released, but in no event shall any employee receive less than eight (8) or ten (10) hours, whichever is applicable pay at straight time rate for any twenty-four (24) hour period while away from the employee's base or station.
- e. It is understood the Company may schedule an employee to take the employee's regular days off without compensation while on an extended field trip except for the reasonable and actual expenses provided for in this Article.
- f. Employees returning to their home base from an extended field trip of sixteen (16) hours or more without a rest period will be released from duty and paid the

remaining portion of their normal scheduled shift if their normal scheduled shift overlaps the eight hour rest period.

- g. Employees returning to their home base from an extended field trip of sixteen hours or more without a rest period when their regular scheduled shift is not on duty will be permitted an eight-hour rest period before returning to duty. The employee will be paid that portion of their normal scheduled shift that overlaps the required eight hour rest period,
  - h. Upon completion of such emergency field work an employee shall return to the employee's base or station in accordance with the orders received at the time the employee left the employee's base or station or in accordance with the orders the employee receives from the person to whom he was ordered to report to in the field, and shall be compensated for the return trip in accordance with the provisions of Paragraphs (a) and (b) of this Section.
  - i. Where transportation, laundry, meals and lodging are not provided by the Company, any reasonable and actual expenses incurred by the employee will be compensated by the Company.
  - j. The employee will be granted a per diem for meals and other expenses while the employee is away from their base station. The per diem rate is based on geographic location and is set forth in the per diem rate provided by the US government. The per diem will be paid out by the number of meals spent away from the home base, not to exceed three meals per twenty-four (24) hour period. The employee will receive 1/3 of the per diem amount for breakfast if the employee is away from their home base at 6 a.m. The employee will receive 1/3 of the per diem for lunch at 12 p.m. and 1/3 of the per diem for dinner at 6 p.m.
3. Field Service and Charter Records

- a. Field trip/charter service records will be maintained in seniority order at each bid location separate and apart from overtime records.
- b. The field trip list will be maintained in the maintenance supervisor's office. The list will be separated by the three shifts, as defined in Article 10, Section 7:

Shift One - Graveyard

Shift Two - Day

Shift Three - Swing

Names will be entered by category seniority as to assigned shift, along with any special authorization held, such as engine run, taxi, RII, etc. These authorizations many times determine the qualifications necessary for selection of a specific trip. Personnel not having specific qualifications for certain field trips will not be charged for the field trip.

- c. It will be the responsibility of each individual and the Company to keep their names on the current field trip list for their shift when they change shifts through the bid procedure. , On the start day of each bid period, the list will be zeroed out and commenced again in order of seniority.
- d. Emergency field trips shall be staffed by personnel which management determines would be most operationally efficient to returning the aircraft to service.

## **ARTICLE 15** **SAFETY AND HEALTH & ON THE JOB INJURIES**

1. The parties are committed to the safety and health of all employees. The parties agree and understand that the Company is required to comply with federal and state regulations governing injury and accident prevention and employee safety.

2. It is the responsibility of each employee to accept and follow the established safety regulations and procedures:
  - a. The employees are required to report all accidents, injuries, potentially serious safety hazards and conditions, safety suggestions and health and safety related issues to management immediately. Employees are strongly encouraged to report all safety suggestions and non-serious safety hazards to management as well. Failure to report serious unsafe conditions, accidents, injuries, and potential safety hazards is grounds for discipline, up to and including immediate termination, in accordance with the Grievance Procedure as defined in Article 16 of this Agreement.
  - b. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask for management assistance.
  - c. In cases of injuries that do not require medical attention, a Supervisor and Employee First Report of Injury/Accident Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.
  - d. In cases of injuries that do require medical attention, the Employee's Claim for Worker's Compensation Benefits Form must be completed.
  - e. If an employee returns from an on-the-job injury leave of absence, the employee will return to their former position if it is still available. If it is not, the employee may exercise their seniority in order to be placed in a new position.
3. Nothing in this Article is meant to increase or abridge the employees or Company's rights under current federal, state and local laws governing workplace safety.

4. The Company shall continue to maintain safe, sanitary and healthful working conditions and agrees to maintain at all times a first aid kit. The Union and employees recognize their duty and responsibility to assist in the maintenance of these standards.
5. No employee will be required to work under unsafe or unsanitary conditions and in order to eliminate as far as possible accidents and illness, a joint safety committee composed of an equal number of Union representatives and Company will continue to be maintained at each maintenance facility. The Safety Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions, and make recommendations concerning such complaints.
6. The Company will furnish without cost all safety equipment for the employees such as ear protectors, headsets, safety glasses, etc. All employees will use or wear such devices in performing their work.
7. Employees injured on the job shall be given medical attention at the earliest possible moment without loss of pay and shall be permitted to return to work upon presenting a medical release from the doctor. Such injured employees who are able to work thereafter will be allowed a reasonable amount of time to receive necessary medical treatment or examination without loss of pay. It is the responsibility of the injured employee when physically able, to report an injury to the employee's immediate supervisor during the work period in which the injury occurred.
8. Employees will not be asked to participate in a bomb scare investigation.
9. It is recognized that the Company and the Union have agreed to participate in the Maintenance Safety Action Program (MSAP), which became effective on December 17, 2004. As described in the Memorandum of Understanding (MOU), the parties reserve the right to opt out of the program.

**ARTICLE 16**  
**GRIEVANCE AND DISCIPLINE PROCEDURE**

1. Grievance Procedure. In the event of a grievance arising over the interpretation or application of this Agreement or in the event of disciplinary action not involving loss of pay, (this Article shall not apply to probationary employees for disciplinary action. However, an employee may grieve issues other than disciplinary action, i.e. pay, application of work rules during their probationary period.) the following procedure shall be followed:
  - a. The aggrieved employee will first present the complaint to the employee's supervisor for discussion and possible solution. During this discussion, the employee may be represented by the employee's steward or Local Business Representative. It is understood and agreed that decisions made at the first step of the grievance procedure by the supervisor, employee and/or the employee's representative shall not constitute a precedent of any kind unless otherwise agreed to by the Union and the Company.
  - b. If the complaint cannot be resolved through a discussion, the grievance shall be reduced to writing by the employee or the employee's representative, signed by the employee or the employee's representative, and presented to the employee's supervisor/manager, Company's Human Resources Department, and the Union within ten (10) calendar days after the employee or the employee's representative reasonably would have knowledge of the incident upon which the grievance is based.
  - c. The grievance will be answered in writing by the supervisor/manager, who will send a copy to the grievant, the shop steward and the Union Representative within ten (10) calendar days after the supervisor/manager receives the written grievance.

- d. If the decision of the supervisor/manager is not satisfactory, the employee, the steward, or the Business Representative, will formally file the grievance with the Union and the Company, within ten (10) calendar days after the written decision of the supervisor/manager has been presented to the grievant, the shop steward, and the Business Representative.
  - e. The Local Business Representative and the manager may meet within ten (10) calendar days to discuss the grievance. A written response will be given to the Business Representative from the Company within ten (10) calendar days following the formal filing of the grievance. If no meeting is held at step e, the grievance is forwarded to step (f).
  - f. Within ten (10) calendar days after the receipt of the written decision of the manager or manager's designee, if the decision is not satisfactory to the employee and the employee's Union Representative, the Union may appeal such grievance to the System Board of Adjustment by serving a written notice upon the Company directed to the Vice President of Maintenance/Customer Service or the employer's designee at the Company's office of its intention to do so. If the System Board deadlocks, the case may be appealed to arbitration.
  - g. The time limits specified in this Section may be extended by mutual written agreement between the Company and the Union.
2. Disciplinary Action Procedure Including Suspension and/or Termination
- a. This Section shall not apply to an employee on probationary status as set forth in Article 13 Filling of Vacancies, of this Agreement.
  - b. The Company and Union agree that progressive discipline will be used when reprimanding employees. Progressive discipline will include four steps, as follows:

- i. Documented Verbal Warning
- ii. Written Warning
- iii. Final Termination Warning that may include suspension with or without pay
- iv. Termination

The Company and the Union further agree that certain infractions warrant immediate action. In cases of workplace violence, harassment, alcohol and/or drug use on the job as defined in the Company's policies, theft, fraud and dishonesty, serious safety or security violations, and instances of 2 no call-no shows unless a pattern of absences exists and then the employee could be terminated after one no call no show., the Company may take immediate action against the employee, up to and including termination. In instances of a no call-no show involving a trade, the day or shift trade policy applies. The penalties listed in Article 26, General and miscellaneous shall also apply.

c. Cooling off period

If an employee refuses a direct work order, management will direct the employee to take one (1), five (5) -minute cooling off period. At that time, the parties will reconvene and the direct work order will be given once again. If the employee refuses the direct work order a second time they may be subject to discipline, up to and including termination.

d. In no event may the Company discipline, suspend, or terminate an Employee for any incident or violation (other than a criminal action) if one (1) year or more has passed from the date of such incident or violation.

e. An Employee shall not be disciplined, suspended and/or terminated from the Company without a prompt, fair and impartial investigation and hearing(s).

The Employee has the right to secure Union representation prior to submitting to any investigation or hearing(s). The Company may hold an Employee out of service, with or without pay, pending such investigation, hearing(s), and appeals.

- f. Any Employee or groups of Employees subject to discipline involving loss of pay or termination shall be entitled to have action handled in accordance with the following procedure:
  - i. The Company shall notify the Employee within thirty (30) calendar days of the incident or violation upon which the discipline, suspension or termination may be based or within ) thirty (30) calendar days after the Company reasonably would be expected to have knowledge of the incident or violation upon which the discipline, suspension or termination may be based.
  - ii. The employee and the union shall be advised in writing of the precise charge(s) against the employee. Written notification to the employee may be given to the employee in person or by certified mail. Written notification to the union may be given to the union by certified mail, **or** facsimile. The manager or designee shall hold the initial hearing within ten (10) calendar days from the date the written notification was sent. Both parties shall share any information and/or evidence that will be used in this case.
  - iii. Within seven (7) calendar days after the hearing, the Company shall render its decision to the Employee in writing with a copy sent to the Union.
  - iv. If, after the above provisions are complied with, the Union finds the decisions of the Company to be unsatisfactory, the Union may

appeal to the System Board of Adjustment in writing within thirty (30) calendar days from the date of receipt of the decision. The System Board of Adjustment must hold the hearing within thirty (30) calendar days of the receipt of the notice of appeal. If no submission is made within the thirty (30) calendar days of the Company's decisions, the initial decision shall be final and binding on all parties.

- g. It is agreed that the periods of time for hearings, decision and appeals established in this Section are to be considered as maximum periods. It is agreed that when hearings, decisions and appeals can be handled in a period of less than the maximum times stipulated, every effort shall be made to expedite such cases. The time limits specified in this Section may be extended by mutual written agreement between the Company and the Union.
- h. If an Employee is exonerated during this disciplinary grievance procedure, the Employee's personnel records shall be cleared of the charges and if held out of service shall:

  - i. Be reinstated without loss of seniority or longevity, AND
  - ii. Be paid for such time lost in an amount, which the Employee would have ordinarily earned as base salary had they continued in service.
- i. When it is mutually agreed that a record is to be taken of the investigation and/or hearings in whole or in part, the cost shall be borne equally by both parties to the dispute. In the event it is mutually agreed that a record of the proceedings shall not be taken, any written record available of such investigation and hearing shall be furnished to the other party upon request, provide that the cost of such written record shall be borne equally by both parties to the dispute.

- j. Copies of all notices, letters, investigations, decisions, appeals, and other correspondence shall be sent to the Union the same day as notifications of the employee(s).
- k. The employee, any witnesses and any representatives who are employees of the Company shall be granted positive space transportation over the lines of the Company to the hearing.
- l. Character witnesses will not be allowed to present testimony during a disciplinary hearing unless character is a material issue to the charge against the employee, e.g. harassment. In cases where character witnesses will be allowed to testify, the maximum number of character witnesses will be three (3). Nothing in this Paragraph prevents an Employee from providing documentary character evidence.
- m. An Employee must sign all written disciplinary action before it is placed in their file. In signing the materials, the Employee is merely acknowledging receipt and in no way is admitting guilt.
- n. The Company may consider only those disciplinary actions taken against an employee within one (1) year of the date of the current infraction when determining disciplinary action. In cases of workplace violence, harassment, drug and/or alcohol use on the job, theft, fraud, dishonesty, and serious safety or security violations, the Company may consider past disciplinary actions for a period of three (3) years from the date of the current infraction.

## **ARTICLE 17**

### **SYSTEM BOARD OF ADJUSTMENT**

- 1 In compliance with Section 204, Title 2, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes arising out of grievances or interpretation of application of this Agreement.

2. The System Board of Adjustment shall consist of two (2) Union representatives and two (2) Company appointees. 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.
3. Appointment of members of the Board shall be made within thirty (30) days from the date of the signing of this Agreement. The Union agrees to appoint a pool of no less than four (4) Union representatives to act as the Union representatives at any given time should a Board need to be convened. Both parties shall provide each other the names of the System Board members. The term of office of Board Members shall be equal to the term of the contract.
4. Each time a Board is convened, such Board shall select a Chairman and a Vice Chairman, both of whom shall be members of the convened Board. The office of Chairman shall be filled and held alternately by a Board member appointed by the Union and a Board Member appointed by the Company. When a Board Member appointed by the Union is Chairman, a Board Member appointed by the Company shall be Vice-Chairman, and vice-versa. The Chairman, or in their absence, the Vice-Chairman, shall preside at meetings of the Board at Hearings. Both shall have a vote in connection with all actions taken by the Board.
5. The Board shall consider any dispute properly submitted to it by the Union or the Company when such dispute has not been previously settled in accordance with the terms provided in this Agreement. All disputes referred to the Board by the Union for consideration shall be addressed to the Vice President of Maintenance/Customer Service, or their designee. All disputes referred to the Board by the Company shall be addressed to the Union. The submission to the Board shall include:
  - a. The Grievant's name, address, status, domicile, and contact number.

- b. Question or questions at issue, alleged Section(s) of the Agreement to have been violated.
  - c. Statement of facts.
  - d. Position of the participants, including copies of all materials used to support the positions.
  - e. Each party must exchange all documents and information to include witness lists 48 hours prior to the hearing unless mutually agreed to in writing.
  - f. Relief requested.
6. No additional documents related to the dispute may be added to an Employee's file after an Employee has been charged on a specific issue. A written disciplinary action in an Employee's file must have been signed by the Employee before it was placed in the Employee's file.
7. Upon receipt of notice of the submission of a dispute, the Board Members shall set a date and time for a hearing within fourteen (14) calendar days and notify the parties concerned unless an extension is mutually agreed to in writing.
8. In the case of a discharge, the System Board of Adjustment shall convene at the city where the discharge took place, unless another location is mutually agreed to by the parties, within thirty (30) days of the date the discharge is appealed to the System Board of Adjustment.
9. Employees covered by this Agreement will be represented at Board hearings by the Union, and the Company may be represented by such person(s) as it may designate. No attorneys shall be granted admittance to the Board hearings.
10. On request of individual members of the Board, the Board may, by unanimous vote, or shall at the request of either the Union representative or the Company representative thereon, summon any witnesses who may be deemed necessary by

the parties to the dispute, or by either party, or by the Board itself, or by either representative constituting the Board.

11. The Union and the Company's representatives shall have the right of cross-examination during such System Board hearing. The telephone may be used for testimony if mutually agreed by all parties concerned prior to the hearing date.
12. If the hearing is in reference to a disciplinary action against an Employee, the Company's representative shall begin, followed by the Union representative, to dispute or defend. If the hearing is in reference to a contract issue, the Union representative shall begin followed by the Company's representative to dispute. Evidence may be presented either orally, in writing, or both. Both parties shall have the opportunity to present rebuttal cases and closing arguments.
13. Character witnesses will not be allowed to present testimony during a System Board of Adjustment hearing unless character is a material issue to the charge against the employee, e.g., harassment. In cases where character witnesses will be allowed to testify, the maximum number of character witnesses will be three (3). Nothing in this Paragraph prevents an employee from providing documentary character evidence.
14. A majority vote of all members of the System Board of Adjustment shall, in all cases properly referable to it, be final and binding upon the parties hereto.
15. The Board shall maintain a complete record of all matters submitted for its consideration including all findings and decisions. The Board shall render all finding and decisions in writing to the Company, the Union, and the individuals concerned.
16. A majority of the Board may require a transcript be made of any proceeding before the Board. The cost shall be borne equally between the parties.

17. The time limits specified in this Agreement may be extended by mutual consent of the parties hereto.
18. It is understood and agreed that each and every Board Member shall be free to discharge their duty in an independent manner, without fear that their relations with the Company or the Union may be affected in any manner by such action taken by them in good faith in their capacity as a Board Member.
19. For purposes of traveling to and from a System Board hearing, the Grievant, witnesses, representatives, and Board Members who are employees of the Company shall receive positive space transportation over the lines of the Company.
20. The Board shall reach a decision within twenty-four (24) hours of the conclusion of the hearing. Failure to reach a decision within twenty-four (24) hours constitutes a deadlock, unless the members of the Board mutually agree to extend the deadline in writing.
21. In the Event of a Deadlock (option 1 – neutral arbitrator as Board Member, option 2 – stand-alone arbitrator. In the event the parties can't agree to the use of a neutral arbitrator as Board Member, the deadlocked case will default to a stand-alone arbitrator.)
  - a. Option 1 - Neutral Arbitrator as Board Member - In the event of a deadlock, the Company and the Union may jointly request, within fourteen (14) calendar days, a mutually agreeable arbitrator to sit as a neutral member of the Board to make a decision. The parties will work together to develop a list of six (6) mutually acceptable arbitrators. After the selection has taken place the arbitrators will be alternatively placed in order from one to six. After an order of arbitrators has been selected, the first arbitrator will be used for the first arbitration, the second arbitrator for the second and so on. After the sixth

arbitration the parties will return to the beginning of the list. If an arbitrator informs the parties that he/she is no longer accepting cases, the parties will go to the next arbitrator on the list. If the parties mutually agree to remove an arbitrator from the panel, the parties may mutually select a replacement arbitrator to be placed at the end of the list.

- b. The Board will consist of one (1) Company representative one (1) Union representative and the neutral arbitrator. During the hearing each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator may render their findings and award in writing no later than thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this agreement.

## 22. Option 2 – Stand-Alone Arbitration

- a. After the receipt of the notice of the intent to submit an unsettled grievance to arbitration, the parties may mutually agree in writing to use the list of arbitrators from the list in option 1 – neutral arbitrator as Board Member. The parties also have the option to request the National Mediation Board to submit a list of five (5) persons qualified to act as the impartial arbitrator. Each party may reject the NMB list once. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th) remaining person shall thereupon be selected as the impartial arbitrator. The Board of Arbitration shall consist of one (1) member selected by the Union and one (1) selected by the Company, and the impartial Arbitrator.

- b. The parties shall enter into a submission agreement, which shall clearly state the arbitral issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitral issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the Company's disposition of the same with notation that the parties could not agree upon a submission agreement. Either party may also submit its proposed version of the arbitral issue or issues to be decided by the arbitrator.
  - c. During the hearing, each Party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator may render their findings and award in writing no later than thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of the Agreement.
23. All arbitration hearings will be held in Denver unless another place is mutually agreed to by the Company and the Union.
- a. Each of the parties hereto shall assume the compensation, traveling expenses and other expenses of its witnesses called or summoned by it and each of the parties shall assume one-half (1/2) of the expenses of the arbitration, except that the employees of the Company who are necessarily summoned to serve as witnesses and the grievant, if not discharged or on suspension, should suffer no loss of pay as a result of participation in the arbitration proceeding.
  - b. Witnesses who are employees of the Company and the grievant shall receive free positive space transportation over the lines of the Company

from their point of duty or assignment to the point at which they must appear as witness before the Board and return, to the extent permitted by law.

- c. It is understood and agreed that each and every witness summoned by the Board who is an employee of the Company shall be free to discharge the employee's duties in an independent manner without fear that the employee's individual relations with the Company or the Union may be affected by an action or by testimony given by him in good faith in the employee's capacity as witness.
  - d. If a stenographic transcript is made of the arbitration proceeding the party making the request shall bear its expense, this request must be made in writing to the other party. In the event the request is made by the arbitrator, the cost of the transcript will be shared equally by the Company and the Union. In the event the party not requesting the transcript decides at the hearing or later to obtain a copy, the Company and the Union shall share the entire cost of the reporting and transcribing of the transcript equally.
  - e. Character witnesses will not be allowed to present testimony during an arbitration hearing unless character is a material issue to the charge against the employee, e.g., harassment. In cases where character witnesses will be allowed to testify, the maximum number of character witnesses will be three (3). Nothing in this Paragraph prevents an employee from providing documentary character evidence.
24. Employees who are summoned to serve as witnesses at System Board of Adjustment or arbitration, if called during their regularly scheduled work hours, shall suffer no loss in pay for such regularly scheduled work hours. Any employee who is summoned to serve as a witness during the day hours, and works graveyard or swing shift and is retained beyond 12 noon will not be required to work the

employee's shift the day of the hearing; however, such employee shall be paid for the employee's regularly scheduled shift for that day by the Company.

**ARTICLE 18**  
**SICK LEAVE AND LEAVES OF ABSENCE**

1. The Company agrees to offer the following paid leaves if specific criteria are met.
  - a. Sick Leave. Employees shall accrue sick leave to be used in the event of an unexpected non-work related illness, injury, accident, or prolonged medical condition, which prevents the employee from working. The parties understand and agree that sick leave is not another form of vacation to be taken and that it is advisable for all employees to make every effort to accumulate as much sick leave as possible to give themselves and their families the maximum protection available. Abuse of sick leave may lead to discipline in accordance with Article 16 of this Agreement. The following guidelines exist regarding the use of sick leave:
    - i. All Employees subject to this Agreement are eligible to accrue sick leave.
    - ii. Sick leave hours begin accruing on the Employee's hire date and may be used following the pay period they are earned.
    - iii. Employees accrue sick leave at a rate of 3.077 hours per pay period (80 hours per year).
    - iv. Unused sick leave may be carried over into the following years up to a maximum of 960 hours. On the anniversary date of this agreement in 2007 the maximum sick leave bank will be increase to 1040 hours.
    - v. The employee's sick leave may be used in minimum increments of one (1) hour.
    - vi. If an employee is unable to report for work due to an illness or injury, the employee must notify the employee's management as soon as

possible but at least one (1) hour prior to the scheduled start of the employee's shift.

- vii. The employee's management must also be contacted on each additional day of absence except when the employee is on approved leave.
- viii. A written notification of illness from the Employee's treating physician may be required before sick leave benefits are paid.
- ix. The Company may also request that the Employee undergo an examination by our designated physician to ensure fitness for duty. Any such examination will be at no cost to the Employee.
- x. Unused sick leave benefits are not payable upon termination of employment.
- xi. An employee must be on an approved medical leave in order to use sick leave for a period longer than one (1) week.
- xii. Sick leave may be used to care for an immediate family member, including:
  - Spouse
  - Domestic Partners
  - Children
  - Stepchildren (includes domestic partner's children)
  - Daughter/Son-in-law
  - Parents
  - Stepparents
  - Mother / Father-in-law
  - Siblings
  - Stepbrother/sister
  - Sister/Brother-in-law
  - Grandparents
  - Grandchildren

Use of sick leave for family members listed above is intended to allow employees to assist family members in the event of a short-term (not longer than one week) medical condition. Extended use of sick leave (generally longer than one week) may only be used for family members in conjunction with approved Family and Medical Leave (FMLA). When using sick leave for family members, unless the employee is on an approved FMLA, the department attendance policy applies.

- b. **Funeral (Bereavement) Leave.** Eligible full-time Employees are granted a paid leave of absence for four (4) days to attend the funeral services of an immediate family member. Immediate family members include: spouses, domestic partners, children, parents, siblings, fathers-in-law, mothers-in-law, daughters-in-law, sons-in-law, grandparents, grandchildren, step or foster parents, step or foster children (including domestic partner's children), brothers-in-law, and sisters-in-law. Pay for bereavement leave will be at the Employee's regular rate of pay and will not be used in the calculation of overtime. Unpaid leave if approved by Maintenance Management or available vacation may be used for the purposes of attending the funeral of another family member, neighbor, or friend.
- c. **Election Day.** Employees are encouraged to vote before or after regular working hours. If necessary, employees may take up to two (2) hours of paid leave from work to vote in a government election or referendum. Employees are required to notify management no later than the day prior to Election Day if taking time off to vote will be necessary.
- d. **Jury Duty.** Upon receipt of a jury summons, the employee must immediately present the summons or copy of the summons to their supervisor. The employee must also provide the following:

- i. Date the employee is to report for jury duty; and
- ii. The name and location of the court where the employee will be serving.

If the employee is released or excused early from jury duty during the employee's scheduled work hours, the employee is expected to report for work. If the employee serves on jury duty, the employee will be paid regular straight time for all normally scheduled work hours. Within 30 days of returning from jury duty, management may request a court validated "Statement of Attendance" indicating the dates of attendance on jury duty. Failure to provide proof of attendance may result in corrective action. If the Employee is required to appear in court for the Employee's own alleged violation or personal reasons, the Employee will not be compensated for any hours.

## 2. Unpaid Leaves

a. Personal Leaves. Employees may be provided personal leave in limited circumstances. The employee must have completed 90 days of service prior to requesting a personal leave. Personal leave may not be granted for reasons such as taking other employment or taking an extended vacation. A personal leave of absence will be granted for a period not to exceed thirty (30) days and must be approved by the employee's management. The employee's management, prior to the expiration of the original leave, must approve any extension beyond thirty (30) days. Personal leaves of absence are always without pay and must be accompanied with a Personal Action Form submitted to Human Resources prior to beginning the leave. Seniority for pay and benefit purposes will continue to accrue only for the original thirty (30) days of approved leave. Sick leave and vacation will not accrue during a personal leave. Holiday, funeral pay or employer's jury duty pay will not be granted during the leave. The Employee will be

responsible for paying the Employee's share of any medical care premiums. The Company may reinstate the Employee to the same position or comparable position that the Employee occupied prior to the leave. The Employee is required to contact the Maintenance management at least one (1) calendar week prior to returning from personal leave. At the time the personal leave is granted, the Company will specify the date the employee will be required to return to work.

Under very limited circumstances, the Company may elect to extend an employee's personal leave for an additional thirty (30) days. At the expiration of the extended personal leave period, the employee must return to their position. The Company will not approve any personal leaves in excess of sixty (60) days. Any employee who does not return to their position at the expiration of their approved thirty (30) or sixty (60) day personal leave will be terminated.

- b. Family and Medical Leave. The Company shall provide family medical leaves to eligible employees as outlined by the Family and Medical Leave Act and the Company's Employee Manual.
3. Medical Leave (when not eligible under FMLA)
- a. Employees who do not meet the eligibility requirements for a family and medical leave may be provided a medical leave of absence in limited circumstances. Such a leave would include time off for an employee's illness, pregnancy or an employee's injury, whether on or off the job.
  - b. For a medical leave to be granted, the following conditions must be met:
    - i. The employee has completed ninety (90) days of employment with the Company.
    - ii. Management is notified by the employee as soon as possible of the need for medical leave.

- iii. The employee submits to management a written statement from the attending physician outlining the reason for leave and the estimated time needed. The Company reserves the right to obtain a Company designated doctor's opinion.
  - iv. Approvals are obtained from management prior to the leave.
  - v. Such medical leave will be without pay.
- c. Leaves will be limited to no longer than thirty (30) days with extensions allowed in limited circumstances. Upon return to work, the Company may reinstate the employee to the same position or comparable position that the employee occupied prior to the leave. The employee is required to contact the employee's management at least one (1) calendar week prior to returning from medical leave. When the employee are ready to return to work from leave the employee must present a doctor's statement releasing the employee to return to work.
- d. At the time the medical leave is granted, the Company will specify the date the employee will be required to return to work. Under very limited circumstances, the Company may elect to extend an employee's medical leave. At the expiration of the medical leave period, the employee must return to their position. Any employee who does not return to their position at the expiration of their approved medical leave will be terminated.
- e. If the Employee is enrolled at the time the employee's leave begins, the employee may continue medical, dental, vision, life, health care account and LTD coverage while the employee are on an approved medical leave. The employee must make arrangements with Human Resources to pay the employee's share of the cost for these plans while the employee are on leave. The employee's dependent care account will be discontinued while the employee is on leave.

- f. Vacation, sick leave and other employment benefits do not accrue while the employee is on an approved leave. Holiday, funeral pay or employer's jury duty pay will not be granted during the leave. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for its cost of any medical coverage which was continued during the employee's leave.
4. **Military Leave.** Employees are granted unpaid military leave of absence, subject to Federal Law. If the employee is a member of the U.S. Armed Forces or National Guard, the employee will be granted an unpaid leave of absence when called for active duty or training. This time is granted in addition to the Employee's earned vacation and sick time. However, if the Employee desires to use the Employee's vacation time for this purpose, the Employee may voluntarily do so if the Employee makes a request in writing to the Employee's management. If the Employee is inducted into a branch of the Armed Forces for an extended period of time, upon return to the Company after separation from military service, the Employee may be in accordance with the provisions of the Federal Law.
5. **Union Employment.** Employees who are elected or appointed to a full time position with the Union, upon proper notice, shall be granted leaves of absence without pay., and upon one (1) week's notice of their desire to again return to work for the Company shall be placed upon their job previously held without loss of seniority rights, provided they return within thirty (30) calendar days of the date their full time position with the Union terminates.

## **ARTICLE 19** **HOLIDAYS**

1. The holidays observed by the Company shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, and Christmas Day.

2. An employee will not work on a holiday unless required to do so by the Company. If the employee is required to work on a holiday they will be compensated on a double time and a half basis according to their regular compensation rate, including premiums and differentials if applicable, for the number of hours they are scheduled to work that day.
3. An employee who does not work on a holiday, will receive holiday pay in an amount equal to their standard shift (i.e. 8 hours or 10 hours).
4. In order to receive holiday pay, the employee is required to work their last scheduled shift prior to the holiday and their first scheduled shift after the holiday, except for authorized absences such as vacation days that have been approved in advance by management.
5. If a holiday falls during an employee's vacation, the employee's vacation will be extended by one (1) day or the employee will receive holiday pay in lieu of an extra day off. The employee may elect to take such holiday on the last workday preceding or the first work day following such vacation.
6. If an employee's regularly scheduled work shift begins on one calendar day and extends into the following calendar day, the "day" worked (for determining pay and holidays, etc.) shall be considered to be the day on which the employee's shift started.
7. Any employee who is employed with Frontier Airlines on January 1st of any year shall be eligible for one (1) personal holiday during that year. If the employee is hired during the calendar year they are not eligible to receive the holiday until the following year.
  - a. An employee may use the Personal Holiday after the first 90 days of employment.

- b. The Personal Holiday must be approved in advance in accordance with vacation request procedures as described in Article 20 of this Agreement.
- c. The Personal Holiday must be used during the calendar year and cannot be carried forward to the next year. If the employee's employment is terminated prior to using this holiday, the employee will not receive pay for the time on their final check.

8. Holiday Deferral

- a. When the holiday falls on the Employee's regular scheduled day off the Employee will not receive any monetary compensation for the holiday, but will be allowed to take a paid day off at a later date;

Or,

- b. When the holiday falls on the employee's regular scheduled work day and the employee works that day, the Employee may choose to receive a day off with regular pay at a later date instead of receiving the holiday pay.
- c. The deferred holiday will be converted to an additional vacation day and must be requested in accordance with Article 20, Vacation. Vacation accrual limits apply as outlined in Article 20, Vacations.
- d. Deferred holidays will be awarded based on operational need and classification seniority.

**ARTICLE 20**  
**VACATIONS**

1. Vacation

- a. Vacation Eligibility. Vacation hours begin accruing on the Employee's hire date and may be used following the pay period in which they are earned.

Vacation cannot interfere with the Maintenance department's operations. Maintenance management must approve an Employee's vacation at least one week in advance, except in cases of emergency. If any conflicts arise in vacation requests, preference is given to the employee with the longest length of continuous service in the Maintenance department. Employees receive payment for earned unused vacation at termination.

- b. Eligible employees accrue vacation every pay period, as follows:

<u>Years of Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Accrual Per Year</u>
Less than five (5) years	3.077 hours	80 hours
More than five (5) years	4.615 hours	120 hours
More than ten (10) years	6.154 hours	160 hours

- c. Employees are allowed to have a total accumulation of vacation of two (2) times the number of hours they are eligible to accrue in a one (1) year time period. Accrued vacation beyond that allowed will not be rolled over into the next year unless vacation has been denied due to business reasons. If vacation is denied due to business reasons, the employee shall be compensated for those hours, which exceed the maximum allowed and are unused at the end of the calendar year. Those hours will be paid at an equivalent hourly rate.
- d. An employee who separates from the Company shall have any accrued vacation time paid to them in a final paycheck.

## 2. Vacation Bidding Procedures

- a. Vacation shall be awarded according to company seniority in the shift bid area.

- b. Vacation periods may be bid as calendar weeks or day-at-a-time. The employee may bid for as many weeks of vacation as the number of full weeks the employee will have accrued by the scheduled vacation period. It is the employee's responsibility to calculate the estimated number of weeks the employee can bid based on their current work schedule.
- c. The Company reserves the right to determine which weeks of the year will be made available for vacation and limit the number of employees taking vacation at the same time.
- d. Vacation bidding for calendar weeks will occur in the month of November for vacation to be taken the following year. The Vacation bidding process shall be as follows:
  - i. Seniority lists by shift bid area will be posted in each work location on November 1st and will remain posted for seven (7) days.
  - ii. A calendar will be posted that shows the available vacation weeks for the year.
  - iii. The employee will have seven (7) days in which to submit their first vacation bid preference using a form provided by the Company. Once the award rounds commence it is the employee's responsibility to make themselves available for round two and three selections.
  - iv. There will be three rounds of vacation bid awards. After the employee makes a choice of the first period, the employee shall not make a second choice until all first choices in the bid area have been awarded. Third choices shall not be made until the second round of is completed.

- e. An employee may request day-at-a-time vacation at any time during the year. Day-at-a-time vacation bidding must be requested ten (10) days prior to said vacation and will be awarded on a first come first serve basis. Such requests must be done in writing and presented to the employee's direct supervisor. The supervisor will respond within three (3) days of the request. If the supervisor does not respond within three (3) days of the request the vacation will automatically be awarded. In the event two employees make the request at the same time, the award will be based on company seniority. Once a vacation is approved the Company cannot cancel said vacation unless a significant operational need requires it.
- f. An employee may cancel their vacation. Awarding rescheduled vacation will be based on availability.
- g. Employees transferring at their own request into a different bid area shall not disrupt assigned vacation periods. Where no conflict exists, an employee will be allowed their previously assigned period. The Company will make an effort to resolve requested vacation conflicts within the bid area. However, if it cannot be resolved the transferring employee will select another vacation period.

**ARTICLE 21**  
**MOVING EXPENSES**

- 1. Moving expenses will be paid by the Company in the following instances:
  - a. To employees who are awarded bids into a newly opened facility for the first six (6) months of operation.
  - b. To employees who are displaced by facility closing if the Company is not doing a reduction in force of its total work force.

- c. To employees who are displaced by facility closing, if it is a temporary reduction in force, until a new facility opens, not to exceed six (6) months.
2. Employees transferring from one station to another station at the employee's own request shall bear the employee's own moving expenses. Such employee will be allowed one (1) day of paid leave, plus one (1) additional day for each 449 miles by the most direct AAA mileage between the two cities, provided the employee has not received paid leave for a voluntary move within the previous twelve (12) months.

a. For example, employees would receive paid days off for moves as follows:

Less than 449 miles	Two Days
450 — 899 miles	Three Days
900 —1349 miles	Four Days
1350 1799 miles	Five Days
1800 miles or more	Six Days

The Company shall make space available transportation available to the employee and members of the employee's immediate family.

3. Employees transferred at Company request from one station to another station **or** transferred as a result of those instances outlined in section 1 shall be allowed actual moving expenses for household effects including packing charges up to a maximum of 14,000 pounds. Not included are the transportation of: pets/animals, boats, automobiles, motorcycles and heavy shop or hobby equipment. The paid days off outlined in Section 2 for travel time will apply.
4. The Company reserves the right to select the Company designated to move the household effects of the employee.

5. Employees shall be allowed reasonable expenses for himself and members of the employee's immediate family when properly substantiated by receipts during the period of in route travel. The period of in route travel shall continue after arrival until the day the household effects arrive or until the end of the fifth day, whichever comes first.
6. In addition to the said weight limitation in Paragraph 3 above, one automobile per family may be driven between the stations and the employee shall be reimbursed at the Internal Revenue Service (IRS) rate per mile by the most direct AAA highway mileage, but no expenses shall be permitted for a second automobile.
7. The employee and spouse will be entitled to round trip space available transportation to locate living accommodations.

**ARTICLE 22**  
**RETIREMENT PLANNING BENEFITS**

1. 401(k).  
Employees covered by this agreement may participate in the Company's 401(k) plan, and they will be eligible for the Company matching contribution upon approval by the Board of Directors. The Company will match fifty percent (50%) of a participant's contribution up to a maximum participant contribution of two percent (2%). This Company match will become effective on the start date of the nearest pay period after January 1, 2006 and the contribution to the employee's account is generally made as soon as practical after the end of the calendar year.
2. Employee Stock Ownership Plan (ESOP).  
Within a reasonable time period following the ratification of this Agreement, the Company will amend the ESOP Summary Plan Description and employees will receive stock certificates equal to the value of their ESOP account balance on record with the Company. The Company will provide the certificates on or about May 1, 2006.

3. Pension.

- A. During the term of the Agreement, and except as provided in Section 2 below, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, contributions as follows:

Ratification	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
\$1.00	\$1.00	\$1.10

per hour for the first two thousand and eighty (2080) compensable hours each year. This includes all hours worked, Holidays, vacation time, jury duty, funeral leave and sick leave.

It is understood that in making the aforementioned contributions, the Employer is relying upon the favorable determination letter dated September 4, 2001, from Paul Shultz, United States Treasury Department, Internal Revenue Service to the Trustees of the Western Conference of Teamsters Pension Trust Fund.

- B. For probationary employees hired on or after October 1,2002 the Employer shall pay an hourly contribution rate of \$.10 during the probationary period as defined in Article 8, Section 4, but in no case for a period longer than 90 calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Section 1, above. After the expiration of the probationary period as defined in Article 8, Section 4, but in no event longer than 90 calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.
- C. If an employee is absent because of an on the job injury the Employer shall continue to make the required contributions until such employee returns to work; however such contribution shall not be paid for a period of more than twelve (12) months.

**ARTICLE 23**  
**INSURANCE BENEFITS**

1. The Company shall maintain all present benefits as outlined in the Employee Manual. All of the benefits offered to the employees covered by this Agreement shall be equal to and consistent with the benefits offered to all employees of Frontier Airlines. The Company and the Union agree to work together to review insurance benefits over time.

**ARTICLE 24**  
**WAGE RULES — SHIFT PREMIUMS — LONGEVITY**

1. Employees will be paid bi-weekly.
2. Should the regular payday fall a holiday, employees will be paid on the preceding day. Employees shall be paid during their regular working hours.
3. Paychecks will include an itemized statement of all hours, wages, adjustments and deductions for the pay period, year to date wages, FICA and withholding taxes.
4. Employees leaving the service of the Company will be paid for all the time due at the earliest possible time after separation and in compliance with applicable state law.
5. Automatic changes in pay rates will be effective on the day the changes occur.
6. Overtime, holidays, jury duty, funeral leave, sick leave, on the job injury leave and vacation time shall be computed on the basis of the employee's regular base rate of pay plus shift, license or lead/inspector premiums.
7. Where there is a shortage of more than fifty (\$50.00) dollars, the employee shall have the option of receiving a check or having the amount added to their next

paycheck. If the employee wishes to have a check cut, the check will be cut the next business day for the Company's payroll department. For shortages of less than fifty (\$50.00) dollars, the amount will be added to the employee's next paycheck.

**ARTICLE 25**  
**WAGE RATES**

1. Wage Rates:

Wages: Aircraft/Shop Technicians

Years of Completed Employment	Current	Ratification	Plus 1 Year	Plus 2 Years
<b>Start</b>	<b>16.50</b>	<b>16.50</b>	<b>16.67</b>	<b>17.00</b>
<b>90 days +</b>	<b>17.30</b>	<b>17.30</b>	<b>17.47</b>	<b>17.82</b>
<b>1<sup>st</sup> Year</b>	<b>18.25</b>	<b>18.25</b>	<b>18.43</b>	<b>18.80</b>
<b>2<sup>nd</sup> Year</b>	<b>19.30</b>	<b>19.30</b>	<b>19.49</b>	<b>19.88</b>
<b>3<sup>rd</sup> Year</b>	<b>20.30</b>	<b>20.30</b>	<b>20.50</b>	<b>20.91</b>
<b>4<sup>th</sup> Year</b>	<b>21.45</b>	<b>21.45</b>	<b>21.66</b>	<b>22.10</b>
<b>5<sup>th</sup> Year</b>	<b>22.55</b>	<b>22.55</b>	<b>22.78</b>	<b>23.23</b>
<b>6<sup>th</sup> Year</b>	<b>24.40</b>	<b>24.40</b>	<b>24.64</b>	<b>25.14</b>
<b>7<sup>th</sup> Year</b>	<b>25.45</b>	<b>25.45</b>	<b>25.70</b>	<b>26.22</b>
<b>8<sup>th</sup> Year</b>	<b>26.65</b>	<b>26.65</b>	<b>26.92</b>	<b>27.45</b>
<b>9<sup>th</sup> Year</b>	<b>27.75</b>	<b>27.75</b>	<b>28.03</b>	<b>28.59</b>
<b>10<sup>th</sup> Year</b>	<b>28.95</b>	<b>28.95</b>	<b>29.24</b>	<b>29.82</b>

Wages: Tool Room Attendants

<b>Years of Completed Employment</b>	<b>Current</b>	<b>Ratification</b>	<b>Plus 1 Year</b>	<b>Plus 2 Years</b>
<b>Start</b>	<b>12.03</b>	<b>12.03</b>	<b>12.15</b>	<b>12.39</b>
<b>90 days +</b>	<b>12.57</b>	<b>12.57</b>	<b>12.70</b>	<b>12.95</b>
<b>1<sup>st</sup> Year</b>	<b>12.86</b>	<b>12.86</b>	<b>12.99</b>	<b>13.25</b>
<b>2<sup>nd</sup> Year</b>	<b>13.51</b>	<b>13.51</b>	<b>13.65</b>	<b>13.92</b>
<b>3<sup>rd</sup> Year</b>	<b>14.19</b>	<b>14.19</b>	<b>14.33</b>	<b>14.62</b>
<b>4<sup>th</sup> Year</b>	<b>14.90</b>	<b>14.90</b>	<b>15.05</b>	<b>15.35</b>
<b>5<sup>th</sup> Year</b>	<b>15.49</b>	<b>15.49</b>	<b>15.64</b>	<b>15.96</b>
<b>6<sup>th</sup> Year</b>	<b>16.60</b>	<b>16.60</b>	<b>16.77</b>	<b>17.10</b>
<b>7<sup>th</sup> Year</b>	<b>17.26</b>	<b>17.26</b>	<b>17.43</b>	<b>17.78</b>
<b>8<sup>th</sup> Year</b>	<b>17.95</b>	<b>17.95</b>	<b>18.13</b>	<b>18.49</b>
<b>9<sup>th</sup> Year</b>	<b>18.84</b>	<b>18.84</b>	<b>19.03</b>	<b>19.41</b>
<b>10<sup>th</sup> Year</b>	<b>19.60</b>	<b>19.60</b>	<b>19.80</b>	<b>20.19</b>

Wages: Ground Service Equipment Technicians (GSEs)

Years of Completed Employment	Current	Ratification	Plus 1 Year	Plus 2 Years
<b>Start</b>	<b>15.43</b>	<b>15.43</b>	<b>15.58</b>	<b>15.90</b>
<b>90 days +</b>	<b>15.89</b>	<b>15.89</b>	<b>16.05</b>	<b>16.37</b>
<b>1<sup>st</sup> Year</b>	<b>16.50</b>	<b>16.50</b>	<b>16.67</b>	<b>17.00</b>
<b>2<sup>nd</sup> Year</b>	<b>17.03</b>	<b>17.03</b>	<b>17.20</b>	<b>17.54</b>
<b>3<sup>rd</sup> Year</b>	<b>17.80</b>	<b>17.80</b>	<b>17.98</b>	<b>18.34</b>
<b>4<sup>th</sup> Year</b>	<b>18.50</b>	<b>18.50</b>	<b>18.69</b>	<b>19.06</b>
<b>5<sup>th</sup> Year</b>	<b>19.21</b>	<b>19.21</b>	<b>19.40</b>	<b>19.79</b>
<b>6<sup>th</sup> Year</b>	<b>19.96</b>	<b>19.96</b>	<b>20.16</b>	<b>20.56</b>
<b>7<sup>th</sup> Year</b>	<b>20.74</b>	<b>20.74</b>	<b>20.95</b>	<b>21.37</b>
<b>8<sup>th</sup> Year</b>	<b>21.54</b>	<b>21.54</b>	<b>21.76</b>	<b>22.19</b>
<b>9<sup>th</sup> Year</b>	<b>22.38</b>	<b>22.38</b>	<b>22.60</b>	<b>23.06</b>
<b>10<sup>th</sup> Year</b>	<b>23.25</b>	<b>23.25</b>	<b>23.48</b>	<b>23.95</b>

\*GSE's are only eligible for the Master Mechanic License Premium, as shown below)

2. Premium Rates

<u>License Premium Rates:</u>	<u>Ratification</u>	<u>Plus 1 Year</u>	<u>Plus 2 Years</u>
A License	1.20	1.20	1.20
P License	1.20	1.20	1.20
FCC License	1.20	1.20	1.20
Master Mechanic License (GSEs only)	1.00	1.00	1.00*
(Successful completion of three (3) tests = \$0.30, 6 tests = \$0.60 , 8 tests = \$1.00)			
Technicians Repairmen Certification	1.20	1.20	1.20
Machinist Certification	2.40	2.40	2.40
Welder Certification	2.40	2.40	2.40
Maximum License Premium	2.40	2.40	2.40

<u>Shift and Line Premium Rates:</u>	<u>Ratification</u>	<u>Plus 1 Year</u>	<u>Plus 2 Years</u>
Swing Shift Premium	0.35	0.35	0.35
Graveyard Shift Premium	0.50	0.50	0.50
Line Premium	0.15	0.15	0.15

<u>Position Premium Rates</u>	<u>Ratification</u>	<u>Plus 1 Year</u>	<u>Plus 2 Years</u>
Lead	1.35	1.35	1.35
Inspector	1.35	1.35	1.35

3. SOAR Bonus. Employees subject to this Agreement shall be eligible to participate in the Company Bonus Program, currently know as the SOAR Program. The Company and the Union agree that this program represents variable income for the Employees. In the event the Company discontinues the program, this Agreement shall be reopened for the limited purpose of negotiating compensation.

## **ARTICLE 26**

### **GENERAL AND MISCELLANEOUS**

1. Any employee leaving the service of the Company will, upon request, be furnished with a letter setting forth the Company's record of the employee's job classifications, the employee's length of service and rate of pay at the time of the employee left the Company.
2. The Company agrees to provide the Union with bulletin board space marked "Teamsters - Airline Division" where Union notices of interest to the employees may be posted. No political, inflammatory, controversial, or derogatory material will be permitted on the bulleting.
3. The Company shall cause to be printed and distributed to each employee a copy of this Agreement and shall provide the Teamsters - Airline Division with fifty (50) copies of the Labor Agreement.
4. Airline trip passes will be issued to qualified employees in accordance with existing Company Policy. In the event the Company establishes a more favorable policy in the future that policy shall prevail. The Company will issue positive space passes for qualified Union officials on Union business pertaining to Union-represented Frontier employees.

5. Any deviation from this Agreement may be made by mutual agreement between the Company and the Teamsters - Airline Division. Such mutual agreement must be in writing and signed by the parties thereto.
6. The Company shall continue to allow employees a reasonable amount of time to "wash-up" prior to punching out.
7. Supervisors, Technical Services employees and higher-ranking officials shall not be permitted to perform work of any bargaining unit employee covered by this Agreement except in emergencies or instructing or training of employees or troubleshooting. Bargaining unit work related to emergencies, instructing, training, or troubleshooting will be documented in accordance with the General Maintenance Manual and Federal Aviation Regulations.
8. The Company will provide, at no cost or deductible owed by the employee, insurance for the employee's required tools and tool boxes of the required tools. The Company will reimburse an employee covered by this Agreement for the loss by theft, fire or water damage of the employee's personal tools and tool box occasioned by theft, fire or water on Company premises or while the employee is on Company business. It is further understood and agreed that when a technician is required by the Company to travel in connection with emergency field service to restore Company aircraft or equipment to service, the Company will reimburse the employee if the employee's personally owned tools are lost or stolen while being shipped to or from the downline station or while such technician is at the downline station performing the emergency field service. This Agreement is subject to the following limitations and conditions:
  - a. To qualify for reimbursement under this section, the employee must have on file with the Company a complete inventory of the employee's required tools regularly used on Company business and kept on Company premises or used in connection with emergency field service. Such inventory is subject

to verification and periodic audit by the Company and must be signed for by the employee and management personnel. Tools which are added to or removed from the employee's tool-box after the inventory will not be covered until the tools are added to or removed from the inventory and signed off by the employee and management;

- b. Tools which are not essential to the performance of the job will not be permitted to be included in the inventory unless approved by management.
  - c. In addition to loss or theft of tools while on a field trip as outlined above in Section 8, the Company will cover tools that are lost or stolen as a result of a catastrophic event. Catastrophic is defined as a loss in value of \$500.00 or more. In the event of theft, a police report must be filed by the employee. An investigation will be conducted by the Company's insurance policy carrier. All policy terms and conditions apply. ; and
  - d. Tool boxes excessively damaged while being shipped for field service use shall be repaired or replaced.
9. All orders or notices to an employee covered by the Agreement involving a transfer, promotion, demotion, layoff, discipline, or leave of absence shall be given in writing with a copy to the applicable Local Union.
10. When an employee is hired, the employee will be issued a set of five (5) uniforms, which will include a jacket. Each year after being issued a set of uniforms, the employee shall be credited \$185.00 on the employee's anniversary date to purchase any uniform items that need to be replaced. The Employee may submit the required uniform order form two (2) times in that anniversary year. There will be no cash value to the uniform credit or a carry over of credit to the next year. All employees wearing Company furnished uniforms will abide by the general appearance code for maintenance employees. Suitable, clean rain suits shall be

provided and maintained by the Company. The Company will furnish uniform parkas and coveralls for all employees required to work outside. In the event an employee provides documented proof that they are allergic to the material used in the uniforms provided, the Company will reimburse the employee for the cost of a suitable replacement not to exceed the uniform allowance above.

11. If there is any change during the life of this Agreement in the licenses employees covered by this Agreement are required to have, all employees affected shall be given a reasonable period of time from the date of such change to obtain each license, and there shall be no change in their status or pay during said period.
12. Shift and Day Trades.
  - a. All shift/day trade agreements must be in writing, signed by both parties involved and approved by the regular supervisor of the employee initiating the trade and the regular supervisor of the other employee. Employees may not trade shifts with themselves.
  - b. No probationary employee may shift/day trade.
  - c. Every person who commits to a shift/day trade will be required to show up on time and work the entire shift or make arrangements for someone who is qualified to cover the shift.
  - d. In the event an employee is tardy on a shift/day trade the employee will be subject to the discipline as outlined in the Company's current tardiness policy.
  - e. Failure to show up or cover this shift/day trade will result in disciplinary action according to the Grievance Procedure, Article 16 of this Agreement. Such disciplinary action may include the applicable discipline and a thirty (30) day shift/day trade suspension.

- f. The Company reserves the right to restrict an employee's shift/day trade privileges in the event it hinders the employee's quality or quantity of work, violates FAR's or causes an employee to be on paid status less than ninety (90) hours in a month.
  - g. Inspectors, Lead Technicians and Technicians may trade with each other. All other trades must be within the same classification and shift bid area.
  - h. In the event a shift/day trade causes an employee to work two shifts in a row, provisions of this agreement regarding mandatory off-duty rest periods shall not apply.
  - i. Parties engaging in a trade that has not been previously approved will lose their day trade privileges.
  - j. No additional premium pay or overtime will be involved because of any shift/day trade. However, if the Company requires the employee to stay beyond the shift/day trade for overtime then overtime rates will apply. If an employee trades into a higher paying position and performs the higher rate work tasks they will receive the higher rate of pay.
  - k. No sick pay will be allowed in any shift/day trade.
13. The Company shall offer all employees covered by this Agreement the option to payroll deduct contributions to the IBT Credit Union as of the effective date of this Agreement.
14. All benefits, as defined by the Company, and offered by the Company to its employees not specifically identified in this Agreement will be offered to the employees covered by this Agreement.

15. If an employee covered by this agreement is required to be on call and carry a pager, they will be paid a minimum of one (1) hours pay at their applicable rate if they are not called out. If they are called and required to report to work, the employee will be paid a minimum of four (4) hours call out or actual hours, whichever is greater. The Company will be required to provide the paging system at no cost to the employee.

**ARTICLE 27**  
**NO STRIKE / NO LOCKOUT**

1. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike, or slowdown of operations, unless it is an authorized Teamster strike.
2. During the term of this Agreement, the Company shall not cause, permit, or engage in any lockout of its aircraft technicians, ground service equipment technicians, or tool room attendants.
3. The Company reserves the right to discharge or otherwise discipline any Aircraft Technician, Ground Service Equipment Technicians or Tool Room Attendant taking part in any violation of this provision of the Agreement.
4. In addition to Section 1 of this Article, the Union agrees that the Aircraft Technicians, Ground Service Equipment Technicians, and Tool Room Attendants will continue to perform all duties which are necessary to enable the Company to operate flights for or in support of traffic sponsored by the Department of Defense of the United States of America, even though such employees may withdraw from commercial airline service because of a dispute arising out of negotiations for a new contract after the expiration of the date of this Agreement and/or during and after all procedures of the Railway Labor Act have been exhausted, provided that the Company shall submit to the Union, when requested, proof that a particular flight is being flown or operated under charter to the Department of Defense.

**ARTICLE 28**  
**SAVINGS CLAUSE**

If any part or provision of this Agreement is rendered or declared invalid or are in conflict due to any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, the invalid part or portion of this Agreement shall be stricken from the Agreement. The remaining portions of the Agreement shall remain in full force and effect. The Union and the Company will meet and negotiate changes necessary, pertaining only to those provisions affected.

**ARTICLE 29**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of July 27, 2005 and shall continue in full force and effect through July 26, 2008 and shall renew itself without change until each succeeding July 26<sup>th</sup> thereafter unless written notice of intended change is served in accordance with Section Six of Title One of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to July 27, 2008. The parties further agree that if a new Agreement has not been reached prior to January 27<sup>th</sup> of the year following written notice of intended change is served, the Union may request mediation services of the National Mediation Board on that date and the Company agrees to jointly request the mediation services at the same time the Union makes the request.

## **DEFINITIONS**

**Emergency** – a short-term situation caused by unknown or unforeseen outside influences to include but not limited to: weather or other acts of nature, terrorism, incidents and aircraft groundings not precipitated by the Company.

**Significant operational need** – a short or long-term situation caused by Company decisions or policy that reflects a business based need.

**Facility** – Maintenance station.

**Management** – “Management” refers to Company representatives, supervisor and above.

**Company** – The air carrier operating under the Part 121 operating certificate of Frontier Airlines, Inc.

**Union** – The International Brotherhood of Teamsters









Matthew Fazakas  
President and Principal Officer  
IBT Local 961  
3245 Eliot Street  
Denver, CO 80211

Re: LOA – 05-01 Paid meal period for C-Check Graveyard eight (8) hour personnel

Dear Mr. Fazakas,

Due to the language covering unpaid meal periods (Article 10 paragraph 1) Frontier Airlines and Teamsters Local Union No. 961 have agreed to allow the C-Check eight (8) hour Graveyard personnel to receive a paid meal period. It is agreed that this paid meal period will be in effect until such time that the graveyard shift s changed back to a ten (10) hour work shift. It is agreed that this paid meal period will not service as precedence for any other shifts unpaid meal periods.

Agreed: \_\_\_\_\_  
Ron McClellan  
Vice President Maintenance & Engineering  
Frontier Airlines, Inc.

Agreed: \_\_\_\_\_  
Donald R. Treichler  
Director Airline Division  
International Brotherhood of Teamsters

Agreed: \_\_\_\_\_  
Matthew Fazakas  
President & Principal Officer  
IBT Local 961

11/22/05



