

# Collective Bargaining Agreement

by and between

**Aer Lingus** 

Aer Lingus

And



The International Association of  
Machinists and Aerospace Workers

Effective

**April 1, 2018 through December 31, 2021**

Cargo Agents and Senior Cargo Agents

Station Agents and Senior Station Agents

Cargo Reservations Sales Agents and

Senior Cargo Reservations Sales Agents

Reservations Sales Agents and Senior Reservations Sales Agents

Ticket Agents and Senior Ticket Agents

Ramp/Weight and Balance Agents

Aircraft Mechanics

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The parts of the January 8, 1999 contract covering Mechanics, Passenger Service Agents, Station Agents and Cargo Agents that were listed in previous contracts and no longer apply have been moved to and remain the back of the book.

However, if the company decides to self-employ this work in the future, the previous language indicated would apply unless negotiated differently. The sections that still apply are included herein.

The obsolete sections include the following:

1. Article IV – Classification and Work Requests (a-e) (l-n)
2. Article V – Hours of Service (i-j)
3. Article VIII – Seniority (m)
4. Article XVI – General and Miscellaneous (d)
5. Schedule A – Mechanics Pay Scale
6. Appendix A, C, D, E, F, I, J, M

This Agreement is made and entered into this December 31, 2018 in accordance with the provision of Title II of the Railway Labor Act as amended by and between AER LINGUS –IRISH HEREAFTER REFERRED TO AS THE “Company”) and THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (HEREINAFTER REFERRED TO AS THE “Union”) as representatives of the employees in the classifications listed herein.

## **ARTICLE I – PURPOSE OF THIS AGREEMENT**

- (a) The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operations, and the

continuation of employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of The Company and of the employees to cooperate fully for the attainment of these purposes.

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

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

## **ARTICLE II – SCOPE OF AGREEMENT**

- (a) The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all classes and grades of Cargo Agents and Senior Cargo Agents, Station Agents and Senior Station Agents, Cargo Reservations Agents, Senior Cargo Reservations Agents, Reservations Sales Agents, Senior Reservations Sales Agents, Reservations Associates, Ticket Agents, Senior Ticket Agents and Ramp/Weight and Balance Agents of the Company working within the continental limits of the United States and its possessions.
- (b) It is understood that the Company reserves the right to continue to contract out the types of work heretofore customarily contracted out as of the January 8, 1999 contract

and to subcontract at new locations under the terms of this paragraph. The Company may subcontract all passenger, cargo, and maintenance activities at daily Aer Lingus transatlantic passenger flight at the location throughout an entire year, it shall employ its own staff to handle the work at the location during any subsequent periods in which such level of flight activity continues.

- (c) In the performance of their duties, employees covered by this Agreement shall be governed by reasonable Company rules, regulations and orders issued by properly designated authorities of the Company providing such rules, regulations and orders are not in conflict with the terms and conditions embodied in this Agreement. New rules or regulation will not normally be made effective until one (1) week after they have been furnished to the District 142 General Chairman and conspicuously posted for one (1) week, except that where emergency changes are necessary, the Company may notify the Chairman in writing and such changes will be posted and become effective immediately after the posting thereof.
- (d) The right to hire, promote, discharge for cause, and to maintain efficiency of employees, is the sole responsibility of the Company except that employees will not be discriminated against because of Union membership or activities. In addition, it is understood and agreed that the routes to be flown, the equipment to be used, the location of plants, hangars, facilities, station and offices, the scheduling of airplanes, the scheduling of overhaul, repair and servicing of equipment, the methods to be followed in the overhaul, repair and servicing of airplanes, and other items historically within the province of the Company, are the sole and exclusive function and responsibility of the Company, provided the actions of the Company hereunder shall not conflict with the terms of this Agreement.

- a. The parties agree that Aer Lingus Frequent Flyer Program functions may be performed exclusively in Ireland. In the event that due to extenuating circumstances the Company requires remoting of calls during hours when U.S. reservations offices are closed, the parties agree to discuss the matter in good faith.

**The Company may interflow calls between 8PM and 8AM (local time) between the United States and Ireland without limitation. Between 8AM and 8PM the Company may interflow calls related to baggage, seats and meals only (e.g. paying excess baggage fees, securing seat assignments and meal preferences) to a third party outside of the scope of this Collective Bargaining Agreement. The Company may interflow additional calls when the volume cannot be handled in the United States and all reasonable attempts have been made to exhaust all available overtime under both Collective Bargaining Agreements.**

### **Non-Verbal**

The Company may have non-verbal work previously handled by this agreement, which consists of email and webmail correspondence only, no verbal direct customer contact, to be handled by a third party outside the scope of the contract. This work will consist of emails and webmail which will include but not be limited to requests for product information, refund inquiry, schedule changes, outbound contacts for disruptions. This unit may initiate non-verbal contacts to customers to call the call center for special promotions including ancillary revenue products. It will also include non-verbal inquiries, email and webmail, for Frequent Flyer program, including point status and redemption.

## **Cargo**

**Effective upon ratification, the current employees in the Senior Cargo Reservation Agent and Cargo reservation Agent classifications will have the following options:**

**(1) Upon ratification and continuing thereafter, Employees currently in the classification of Senior Cargo Reservations Agent and Cargo Reservations Agent will be reduced through attrition and the Company will not be contractually required to fill any vacancies that arise in the classification.**

**As stated above, the Aer Lingus Cargo staff at JFK will be reduced through attrition. Until such time when all JFK cargo staff attrite out, the work that they perform will be cargo related as assigned by management. This may or may not be work unique to ORD, BOS or JFK cargo related work.**

**(2) Accept an enhanced severance plan which is offered on a non-precedent setting basis consisting of fifty-two (52) weeks salary at current rate with medical coverage with the employee contribution still applicable. This offer will be valid for only one hundred twenty (120) calendar days following the date of ratification.**

**(3) Accept a position in the Contact Center provided an employee in the Reservations Sales Agent Contract (Yellow Book) would be willing to accept the above severance. Upon acceptance of this option by any Employee(s) in Cargo, the enhanced buyout**

**listed above shall then be offered to an equal number of Employees covered under the yellow book.**

**(4) The parties agree that if in the future, Aer Lingus were to return any form of self-handling Cargo work to the United States that would fall under the scope of work associated with the Senior Cargo Reservation Agent and Cargo Reservation Agent classifications, that any such Cargo work performed in the United States will fall under the scope and be covered under an IAMAW Collective Bargaining Agreement between the parties (Yellow or Purple book) as applicable.**

- (e) If during the term of this Collective Bargaining Agreement, the number of Employees covered by this Agreement falls below 5, either party may submit to reopen the contract per Section 6, Title I, of the Railway Labor Act, as amended, the purpose of which would be to combine both Agreements in to a single Collective Bargaining Agreement. Any present or future negotiated benefits in effect on the effective date of this Collective Bargaining Agreement, will not be infringed upon as a result.**

### **ARTICLE III – STATUS OF AGREEMENT**

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

- (b) It is agreed that foreign based employees covered by individual or Irish Union Contracts may be employed within the continental limits of the United States of America and its possessions for the purpose of giving or receiving on-the-job training to or from local staff provided that the seniority rights of all employees in the categories and classifications covered by Article IV of this Agreement are not affected; and provided further that such foreign based employees become members of the International Association of Machinists during their period of employment as provided in Section (c) below. It is further agreed that the grievance procedure of this Agreement shall not apply to grievances arising under any of the provisions of the said individual contracts of foreign based employees, except any grievance of local nature arising out of the provisions of the Agreement which are applicable to any foreign based employee and which are not subject to settlement or arbitration in accordance with settled procedures applicable to such foreign-based employees, shall be processed in accordance with the grievance procedure specified in Article XIII of this Agreement.
- (c) It is further agreed that the training period in paragraph (b) above, shall not exceed sixty (60) days and the number of foreign-based employees under this Article shall not exceed twelve (12) per calendar year.
- (d) It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the company. In the event of a consolidation or merger affecting the rights of employees covered by this Agreement, representatives of the Company and the Union will meet without delay to negotiate the effects of the consolidation or merger on the employees involved.

## **ARTICLE IV – CLASSIFICATION AND WORK REQUIREMENTS**

### **(a) Senior Cargo Reservations Agent**

Lead, direct and do the work of the cargo reservations agent when required, roster and make up work assignments after discussion with Supervisory or Management staff. When three (3) or more employees in the cargo reservations agent classification are scheduled on a shift, one (1) of the employees will be a senior.

### **(b) Cargo Reservations Agent**

- 1) A Cargo Reservations Agent may be called upon to perform the following duties: All cargo reservations functions according to Company and Departmental procedures which will provide the customer with information and assistance; communication with other Company offices; maintain and have a knowledge of all Company, governmental and IATA manuals and tariffs which are supplied by the Company; operate communication and office equipment as supplied by the Company; receive and send telex signals, maintain and update telex files, process and update irregularities; perform clerical activities which relate to the cargo reservations function. A general knowledge and training is required of the following: Routes and schedules; aircraft and aircraft pallets; aircraft capacities, dimensions and volumetric; restricted articles; packing and labeling; pickup and delivery services; terminal services; export/import procedures, both governmental and Company. Cargo Reservations Agents may also perform the following duties: E-billing (customers who dispute, refuse or delay payment to the Company must

be investigated and resolved on a case-by-case basis), new accounts/rates (to set up accounts for new customers with Company account number/codes/rates. Maintain and update same on a consistent basis), and trucking (ensure all trucking companies are paid for services rendered on a timely basis. Collate all invoices to ensure accuracy. Maintain contact in a constructive manner to resolve disputes (i.e. errors/underpayment/overpayment or non-payment). A Cargo Reservation Agent may be required to make outbound calls to existing customers for the purpose of generating additional sales, follow up on market share and previous performance, and to communicate any promotions which may be in effect.

- 2) Any vacancy in the Cargo Reservations Agent position will be first filled from current full-time Reservations Sales Agent staff covered by this agreement. If the position is not filled voluntarily, the junior full-time Reservations Sales Agent covered by this agreement will be assigned. When all full-time staff covered by this agreement have been exhausted, all new Cargo Reservations Agent positions will be filled under the terms and conditions of the Reservations Associate agreement. The Company and the Union agree that 3 out of the 4 Cargo Reservations Agent staff may work from home if requested. This may be on a rotating basis as determined by the Cargo Sales Manager.
- 3) General Sales Agents at non-Gateway stations, who Aer Lingus has a sales contact with, will be allowed to book cargo shipments on Aer Lingus flights, directly into the Aer Lingus cargo booking system.

Bookings from Cargo Customers at Gateway locations, ORD, JFK, BOS will be handled directly through the Aer

Lingus Cargo Sales and Reservations office. MCO due to its size will continue to use a GSA and be considered as a non-gateway. Any new gateway which Aer Lingus may open will be considered non-gateway as long as a sales office is not opened. If a sales office is opened both parties will meet within 90 days to discuss reservation handling.

Aer Lingus will not involuntarily reduce existing Cargo Reservation Agents as a result of the GSA's performing this work.

Voluntary attrition may take place providing the workforce is maintained at a sufficient level necessary to handle Cargo Reservation workload. The department cannot be subcontracted out due to voluntary attrition of existing employees.

In the event of an emergency request when the cargo reservations office normally is closed, it will not be a violation of the contract to have an Aer Lingus sales representative make the booking to protect Aer Lingus business.

**(c) Ticket Agent**

A Ticket Agent may be called upon to perform the following duties: Sell, issue and reissue tickets and Miscellaneous Charges Orders, to the general public, travel agents, all group tickets, to staff, interline and agency discounted tickets at the ticket counter and by mail or referred through Interline of District Sales Offices. Handle internal telephone calls regarding ticket functions. Collect applicable fares and make bank deposits of monies collected. Maintain file of reference material related to ticket agent function. Furnish information

on air and surface transportation and general travel information requested or needed by the passengers and general public. Have knowledge of and refer to tariffs or manual for rates, routes, regulations and schedules. Provide fare and routing information to passengers and travel agencies. Plan itineraries with direct passengers, collect deposits and final payments on inclusive tours and group travel. Maintain knowledge of current Company, IATA and government rules and regulations. Verify that agent is approved IATA Agent before granting commissions to approved IATA agents. Prepare Sales Reports of passenger tickets and MCOs as required by the Company. Make air, car and hotel reservations for direct transatlantic passengers. Order from stock room over-the-counter folders, timetables, tour folders and general office supplies.

Effective January 1, 1999, the Ticket Agent functions will be included in and become part of the Reservations Sales Agent classification. Employees currently in the Ticket Agent classification affected by this change will have their Reservations Sales Agent seniority date established by their Company seniority date. Ticket Agent functions may hereafter be performed by Reservations Sales Agents without the requirement for premium pay.

Those persons presently serving as Ticket Agents shall continue to perform the functions of Ticket Agents, be paid their current cashiering premium and shall be deemed qualified for the position of Senior Ticket Agent.

In the event of a reduction in force at any ticket office, the affected Agents shall be entitled to exercise their Reservations Sales Agent seniority.

The language in Article IV (i)(1) shall apply if and when the company operates a City Ticket Office.

The Company will identify with the Union that work classified as ticketing work (see Appendix “P”). The Company will continue to maintain Ticketing Agent classifications with the understanding that the work will be diminishing and potentially eliminated over the life of the contract. These changes may occur due to automation enhancements/replacement or procedural changes directed by corporate policy. There will be a minimum of one permanent ticketing position bid on each roster at date of signing. The number of ticketing classification staff assigned to ticketing on any given day will be determined by the workload in the ticketing department. Staff in the ticketing classification can be assigned to assist with Reservations Sales Agent duties when the call volume wait exceeds 30 minutes or when there is not sufficient work in the ticketing department to keep those staff actively engaged in ticketing functions for their 8-hour shift as determined by the Senior Reservations Sales Agent. Reservations Sales Agents may be assigned to perform ticketing work.

**(d) Senior Reservations Sales Agent**

The Senior Reservations Sales Agent will be directly responsible to the Team Leaders. The Senior Reservations Sales Agent, in addition to performing the duties of a Reservations Sales Agent, will work supervisory queues, monitor telephone computer, and will be responsible to lead, and make work assignments as directed by the Reservations Manager. Direct Reservations Sales Agents in the performance of their assigned duties. Where four (4) or more employees in the Reservations Sales Agent classification are on duty, one (1) of the employees will be a Senior. Senior Reservations Sales Agents will not lead and direct the work of more than twelve (12) Reservations Sales Agents including himself. Senior Agents may monitor calls for the purpose of

giving feedback, participate in on the job coaching, counseling and training associated with the Training and Development of the Reservations Sales Agents and Reservations Associates. Discipline, if any, will remain the responsibility of the Department Manager or Team Leader.

**(e) Reservations Sales Agent**

A Reservation Sales Agent may be called upon to perform the following duties: Answering, handling or transferring incoming calls as appropriate according to current procedures. Taking necessary action on reservations in accordance with current Company and Astral procedures. Handling calls with passenger, travel agencies, interline carriers or any other type of booking party to give information such as confirmation of space and flight delays. Working all types of queues except supervisory queue in centralized computer system.

Through orientation and/or training programs maintain current knowledge on latest procedures published by the Company, circulars, memos, bulletins and other reference material. Screen, service or refer where necessary minor customer complaints and inconvenienced passengers to the appropriate department. Submit invoiced itineraries for booked passengers to the rate desk. Assignment to duties relating to prepaid ticket advices, rate desk, tele-ticketing, correspondence ticketing, refunds and the Vacation Center shall be at the discretion of management. Work currently performed in the Special Services area may be assigned to any full-time employee in the Reservations Sales Agent classification without the requirement for premium pay. Those persons receiving the Special Services premium as of January 1, 1999 shall continue to be paid the premium.

Participation in training for performance of duties covered by job description and attending training classes at locations directed by the Company. Follow-up by telephone to travel agencies and passengers in order to obtain and furnish requested information for reservations, concerning the necessary documents, making hotel, and car rental reservations or similar types of arrangements for Aer Lingus passengers only except requests from Agents as listed. Employees will be required to perform reservations duties as set forth by management. Based on seniority, ability and suitability, agent may be delegated to perform all forms of customer service, administrative and/or clerical functions (whether or not within the scope of the Union agreement) on a voluntary basis not to exceed 90 consecutive days. During such voluntary delegation, the employee will continue to accrue seniority in his/her prior classification. There will be no more than two (2) voluntary delegations at any one time. Unless otherwise agreed, an employee who accepts such voluntary delegation(s) totaling of 90 days may not again be so delegated within 90 days of the end of the prior delegation. Prior to implementation, voluntary delegations will be discussed with the Union. Preparation of written reservations forms as required regarding requests made by travel agencies or potential passengers concerning schedules, tour brochures, etc., to be appropriately handled. All classifications covered under both Collective Bargaining Agreements, the Company may designate the following first verbal contact work from customers calling to Aer Lingus, currently performed by the Customer Complaint Unit, Inside Sales, Groups and Baggage support line, or any new type of work, which may be handled by employees in job descriptions covered under both Collective Bargaining Agreements. This work would not be exclusive and follow-up work would continue to be performed by non-union support staff as is current practice.

The Company will guarantee that all staff covered under the Collective Bargaining Agreements, on the payroll as of date of signing, will not be laid-off for the life of this Agreement (April 23, 2015). See Letter of Understanding date April 24, 2015, for agreed interpretation.

- (f) A Senior Agent, where qualified, within a department may be assigned to perform classroom training to Company applicants or other Company employees, provided that during such training (which shall not exceed 30 days) non-union employees shall not be used to perform work covered by this agreement. This provision shall not be utilized by the Company to force department employees to train their replacements in the event of possible self-help. In the event that there is no qualified Senior Agent, the most senior qualified agent will be assigned the training and paid an acting senior premium. This shall not apply to routine on-the-job-training.

## **ARTICLE V – HOURS OF SERVICE**

- (a) A work day has been interpreted to begin at the starting time of an employee's regular or irregular shift and extend for eight (8) hours thereafter, provided at least twelve (12) hours rest will be granted from the end of one shift to the beginning of the next shift. Eight (8) consecutive hours of service, exclusive of meal periods, shall constitute a standard work shift, except as otherwise specifically provided for herein.
- (b) Five (5) days of eight (8) hours each worked within seven (7) days midnight Saturday to midnight Saturday will constitute a standard work week. Each employee will have two (2) consecutive days scheduled off in each workweek provided however the employees' days off will be rotated. The fixing of a work schedule allowing part of the employees the facility

of a Saturday in one (1) week and Sunday of the following week as regularly scheduled days off will not be considered a violation of this provision. The Company may roster staff on the basis of four (4) days off each week. Days off must rotate at each roster change (except in Reservations and Cargo). Such shifts shall not exceed 25% of the full-time shifts in each department. If additional ten-hour shifts are required, the matter will be discussed with the union, whose consent will not be unreasonably denied. Overtime shall be paid for work in excess of ten (10) hours on a regular workday at time-and-one-half for the first four (4) hours and double-time thereafter. Overtime on the fifth day worked shall be at time-and-one-half for the first eight (8) hours and double time thereafter. Overtime on the seventh day worked shall be at double-time. Payment for the 6<sup>th</sup> day worked shall be at time-and-one-half for the first four (4) hours and double-time thereafter.

- (c) Eight (8) consecutive hours, exclusive of a lunch period of forty-five (45) minutes and two daily breaks of ten (10) minutes, shall constitute a standard day's work. Eight (8) consecutive hours, including a thirty (30) consecutive minute lunch period, shall constitute a standard day's work for employees assigned to shifts which start at 2300 and before 0500. Those agents/senior agents working a ten-hour day shall have a one (1) hour lunch period which shall be between the fourth and sixth hour. There shall be a maximum of ten (10) starting times or shifts inclusive of part-time shifts, in any twenty-four (24) hour period from 0001-2400. When the Company feels deviation of ten (10) starting times would be desired to service other carriers and/or work, the Union and the Company will meet and discuss such changes as may be necessary. Each employee shall receive eight (8) hours pay at prevailing rates for all shifts.

- (d) Shifts starting between 1300 to 2259 will receive a shift differential premium of thirty-three cents (33) per hour. There shall be a night shift differential of 75 cents for shifts starting between 2300 and 0500. Shift differential shall be compounded with overtime rates. When an employee has more than two (2) scheduling starting times in a work week, he will receive the shift premium for the entire week at the highest rate applicable to his schedule.
- (e) The regular starting and stopping time for work shifts will be scheduled and posted at each work location and shall not be changed without forty-eight (48) hours' notice (except in Reservations where it will remain 72 hours) (unless the official Aer Lingus timetable has changes, in which case no less than twenty-four (24) hour notice may be given) to any employee affected by such change, from the end of his shift.
- (f) No employee will be called to work or required to report to work for a work shift of less than eight (8) hours work or pay therefore. Any employee called to work or permitted to come to work when there is temporarily no work due to an Act of God or circumstance over which the Company has no control, including legal strikes involving personnel of the Company, shall receive a minimum of four (4) hours pay at the regular hourly rate, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift, whichever period is the shorter.
- (g) Employees in all departments, who, because of the requirements of the service, are requested to start their lunch period prior to the third hour or after the sixth hour will be allowed a thirty (30) minute lunch period as close to the regular lunch period as possible and paid for the same at straight time rate in addition to their regular time

compensation. It is understood and agreed that the time span for scheduling lunch periods during a shift is three hours.

- (h) The Cargo (JFK), Reservations and CTO departments shall have working schedules on a fixed basis with steady shifts and steady days off, to be determined by the exercise of seniority within the classifications. There will be quarterly work schedules for Cargo, Reservations and CTO departments with up to five (5) additional schedule changes in Cargo and up to four (4) additional schedule changes in Reservations and/or CTO. In Cargo, the quarterly bids will be effective on the Sunday closest to January 1, April 1, July 1 and October 1. Once the shifts and days off have been determined, in accordance with preceding formula, there shall be no valid reason for the unilateral changing of the shifts and/or days off, except for schedule changes provided for herein.
- (i) When employees are required to participate in training, employees may be required to change their shift and/or days off to accommodate the training. Employees affected will be given at least one (1) week notice and if days off are changed, will be given two (2) consecutive days off. Employees who decline to participate without good cause will be subject to disciplinary action up to and including discharge.

## **ARTICLE VI – OVERTIME AND HOLIDAYS**

- (a) Overtime rate of time-and-one-half, computed on an accrual minute basis, adjusted to the nearest quarter of an hour with a minimum of one (1) hour overtime (minimum ½ hour in Cargo), shall be paid for all work performed either prior to or after an employee's regular scheduled hours, and for the first four (4) hours in excess of eight (8) hours of straight time worked in any regular work day, and for the first (8) hours worked on one of the two (2) regular scheduled days off.

Employees will have an option of taking overtime as compensatory time off (CTO) to a limit of forty (40) hours for full time employees and twenty (20) hours for part time employees. Time off will be given at a time mutually agreed between the Company and the employee. CTO will be credited at the applicable overtime rate. For example, an employee who works eight (8) hours at time-and-one-half will be credited for twelve (12) hours CTO. Any employee who works eight (8) hours at double-time will be credited for sixteen (16) hours CTO. An employee may choose to split overtime compensation between pay and CTO.

- (b) Overtime rate of double the hourly rate shall be paid to an employee for all work in excess of (12) hours in any twenty-four (24) hour period measured from the commencement of work on the seventh (7) day worked in his work week, and after eight (8) hours on the sixth (6) day worked in his workweek. Double-time and one-half will be paid to an employee for all time worked on the following legal holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, employee's birthday, and two (2) floating holidays. Floating holidays shall be bid at the same time as vacations are bid and may be in conjunction with a vacation selection. Once bid, a floating holiday may only be rescheduled with the approval of local management. Should any of the foregoing holidays (excluding the birthday holiday) fall on a Sunday, the day observed by the State, nation or by presidential proclamation shall be considered the holiday. The premium of double-time and one-half as aforementioned is to be paid to an employee for all time worked on the actual holiday itself where applicable. A maximum of ten (10) holidays may be deferred and the employee working on said holidays will be paid time-and-one-half and he may add one (1) additional day for each such holiday worked toward his

vacation in lieu of the holiday pay. Any request by the employees for deferment of holiday as single days off in lieu would be the discretion of the Company. Said choice of deferred holidays must be made by the following year. Ticket agents working at the same location as the Company administrative offices shall have the same holidays as the other employees working at those offices with the exception of Columbus Day. This will be a work day. Deferred holidays will be taken after all vacation selections have been made by employees in their departments.

- (c) Employees not required to work on a holiday shall be compensated for the day at straight-time rate. With the agreement of the employee, the Company may reschedule a holiday falling on an employee's day off to another day within 30 days, and, in such event, the preceding sentence shall not apply. Should the holiday fall on an employee's day off, his last scheduled work day or his next work day, shall be observed as the holiday and his double-time and one-half the hourly rate shall be paid to an employee for all time worked on that day which is celebrated as the holiday. Employee scheduled to work on a holiday who fails to work will be paid at straight-time rates and shall not receive holiday pay for that day or any day in lieu thereof. In the event of illness, a sick day will not be deducted. The Company will give at least fourteen (14) days advance notice of whether employees will be working on holidays, provided that the Company may change holiday work day requirements up to seventy-two (72) hours in advance if substantial operational needs require such change. When work on a holiday is scheduled, senior employees within the classification shall have preference.
- (d) When it becomes necessary for employees to work overtime they shall not be laid off during the regular working schedule to equalize the time, and all overtime will be distributed as

equally as possible among all qualified employees in each classification covered under this agreement. Overtime will be distributed on the basis of ability to perform the function for which the overtime is required and availability on the shift.

(e) Unless circumstances are beyond the Company's control, the Company will not require an employee to work overtime against his wishes. However, the Company may require mandatory overtime in all departments. When voluntary overtime cannot be obtained, the procedure for calling mandatory overtime shall be as follows:

- (1) The company will notify the Union Representative, on duty, of the nature of the mandatory overtime, the anticipated duration of the mandatory overtime and the number of people needed.
- (2) Prior to declaring mandatory overtime, the Company will make every effort to secure voluntary overtime and ask for volunteers.
- (3) Overtime (pre-shift) will continue to be solicited to relieve the people affected by the mandatory overtime.
- (4) Employees forced to work will be held in the inverse order of Seniority. However, if the junior employee has mitigating circumstances, he will be excused and the next most junior employee will be required to work.

It is understood that the Union has assured the Company that employees will make every effort to work overtime where an aircraft is grounded, or flights are being delayed.

(f) Employees relieved for the day, then called or required to return to work will be guaranteed a minimum of four (4) hours

pay at the overtime rate applicable for the day. When recalled to work the employee's overtime rate shall continue from the end of his previous shift. If an employee is called to work either of the regular days off, he shall be guaranteed a minimum of eight (8) hours pay at the applicable overtime rate.

- (g) Employees rendering continuous service before or after regular working hours will not be required to work more than two (2) such hours without being permitted to take time off for meals, and such employees will be given meal money in the amount of \$7.00. The meal allowance will be paid for each four (4) consecutive hours of overtime after the first two (2) consecutive hours of overtime. Meal break for staff on overtime will be twenty minutes for overtime up to four hours and forty-five minutes for overtime over four hours.
  
- (h) Employees who have been required to work thirteen (13) consecutive hours will be given a rest period of at least twelve (12) hours before being required to report to work again. In the event that the employee is scheduled to report to work or is called in and reports to work within this twelve (12) hour rest period, the employee will be paid for such time lost (of the rest period) at straight time rates. For example, an employee who is scheduled and works on day A from 0900 to 1700 and works through 0400 on the following day B, and scheduled to report to work at 0900 on day B and in fact reports that time, said employee will be paid for B:
  - 1. 8 Hours at straight time rates (0900-1700)
  - 2. An additional 7 hours at straight time rates due to the loss of 7 hours of the required twelve-hour rest period.

However, if said employee is advised by his Supervisor to report to work at 1600 on day B, then the employee receives 8

hours only at straight time rates for day B, since he now has had the required twelve hour rest.

- (i) Employees on duty shall be given as much notice as possible of overtime work, except in cases of operational requirements or of extreme emergency.
- (j) No overtime shall be worked except by order of the proper supervisory personnel of the Company.
- (k) There shall be no pyramiding of the overtime rates provided in this Agreement.

## **ARTICLE VII – TRAVEL PAY**

- (a) When employees covered by this Agreement engage in company business away from their base station, they shall be paid for such work on the basis as at their base, with a minimum of eight (8) hours at straight time rate for each twenty-four (24) hour period.
- (b) All the time spent in traveling or waiting in connection with paragraph (a) above, including hours in excess of eight (8) hours in any one day, will be paid for at straight time rate, if during the current twenty-four (24) hour period no work is required before or after traveling or waiting unless an employee is required to travel on regular days off in which event he will be paid for all hours traveling or working at the overtime rate applicable for the day; provided, however, that if travel is interrupted for any reason and the employee is released by an agent of the Company for a period of five (5) consecutive hours or more, he shall not be paid for time released but in no event shall any employee receive less than eight (8) hours pay at straight time rate for any twenty-four (24) hour period while away from his base station; provided,

- however, that the company may schedule him to take his regular days off without compensation except for the reasonable and necessary expense provided for in this Article.
- (c) Employees required to work and travel shall be paid at the overtime rate applicable for all hours in excess of eight (8) hours of such combination of working, waiting, and traveling for the day in question.
  - (d) Upon completion of such work, an employee shall return to his home station in accordance with the orders received at the time he left his home station or in accordance with the orders he receives from the person to whom he was ordered to report and shall be compensated for the return trip in accordance with the provisions of paragraphs (b) and (c) above.
  - (e) Travel within the United States and Canada by employees hereunder will receive per diem and hotel accommodations in accordance with standard Company policy. Employees required to travel to Ireland, Great Britain and the Continent will receive per diem in accordance with standard Company policy. Upon application, an employee will be given a cash advance by the Company to cover his expenses while away from his base. Within five (5) days after returning home or at the close of each week in the event the employee is away for a period longer than one (1) week, the employee shall submit an expense report in accordance with Company regulations, and when the employee has returned to his home base, it shall be accompanied by the balance of any expense money advanced but not accounted for on the expense report.
  - (f) Employees who are temporarily transferred to fill short-term postings shall be paid in accordance with paragraph (b) and (c) of this Article for the time necessary to travel in connection

- with such short-term posting, and they shall receive necessary and reasonable expenses in accordance with standard Company policies.
- (g) When an employee is away from his base station filling a short-term posting, he shall be paid straight time and overtime in accordance with the provision of this Agreement based on the shifts as scheduled at this location of the short-term posting, but in no event shall he receive less than (8) hours pay for each day, provided, however, that the Company may schedule him to take his regular days off without compensation except for the reasonable and necessary expenses provided for in this Article.
  - (h) Employees called from home for such service away from their base, after completing their regular shift assignment, or on a regular day off, will be allowed one (1) hour as preparatory time at overtime rate and in all possible cases will be given two (2) hours or more notice before departure time.
  - (i) When an employee covered by this Agreement receives a special assignment, which must be in writing, to attend training classes pertaining to his work, or to fulfill other special assignments not constituting such work as referred to above or the filing of short-term postings, he shall receive compensation at straight time rates for all time spent in traveling or waiting. If such special assignment involves traveling after completion of his regular work for the day, he shall receive the applicable overtime rate for the first succeeding eight (8) hours of traveling and waiting.

## **ARTICLE VIII – SENIORITY**

- (a) Except as qualified below, seniority shall be by work classification over the system and shall accrue from the date

of entering the classification. The work classifications to be recognized for seniority purposes shall consist of Cargo Agent, Senior Cargo Agent, Station Agent, Senior Station Agent, Cargo Reservations Agents, Senior Cargo Reservations Agents, Reservations Agents, Senior Reservations Agents, Reservations Associates, Ticket Agents, Ramp/Weight and Balance Agent, and Mechanic. The names of all supervisory employees of the Company who are promoted from Classifications covered by this Agreement shall be maintained on the seniority list at the point from which promoted. However, an employee shall not accrue classification seniority in any position of a temporary nature.

Cargo Reservations Agents and Senior Cargo Reservations Agents, Reservations Agents, and Senior Reservations Agents, Ticket Agents and Senior Ticket Agents in those classifications at the time of certification of the Union as their bargaining agent shall have their date of hire treated as their classification seniority date.

- (b) Seniority plus the ability to satisfactorily perform the work required for the job in question shall govern all employees covered by this Agreement in preference of shifts, in case of lay-off, re-employment after lay-off, and in all demotions or transfers within classifications covered by this Agreement.

Promotions to vacant Senior Agent positions shall be offered on a seniority basis to employees who have successfully passed a test established by the Company and approved by the Union (which approval will not be unreasonably withheld) designed to fairly measure the employee's ability to satisfactorily perform the work required of the position. Such tests will be offered to employees on a seniority basis. Any employee failing to successfully pass the test shall not be eligible to retake the test for a period of 6 months. In the event

- a Senior Agent vacancy arises prior to such a test being developed, seniority plus the ability to satisfactorily perform the work shall govern as per past practice.
- (c) In reduction of force, employees to be laid off will be privileged to exercise their seniority in any classifications in which they have previously established seniority rights.
  - (d) In the restoration of force, employees will be re-employed in the reverse order of seniority within their classifications.
  - (e) In the event of the geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, the employees affected will be given an opportunity to transfer to the new location with transportation paid and in accordance with the provisions set forth in paragraph (e) of Article VII for the employee and his dependents living with him, and given full credit for their accumulated classification seniority at the point to which the work is transferred in whole or in part. The Company will also arrange to transfer the employees' household effects at Company expense. This paragraph shall also apply in the event that an employee transfers to another location under this Agreement as a result of being laid off. This lay off related benefit will be available to each employee one time only. For purposes of this paragraph, Jericho and JFK shall be considered a single location.
  - (f) Except as otherwise provided in this Agreement, all employees hired after the effective date of this Agreement shall be regarded as probationary employees for the first 100 calendar days commencing after date of hire and there shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are discharged or laid off during this period. This period may be extended by

mutual agreement between the Company and the Union. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in the order of the date of their original hiring. The Company will furnish the District 142 General Chairman with the names, classification, department and rate of pay of all new employees within five (5) days after Employment.

(g) Seniority lists by classification shall be furnished by the District 142 General Chairman and shall be posted in each location January 1 of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest for a period of thirty (30) days, if no complaint is made within thirty (30) days, after posting, the list as published will be assumed to be correct and no changes will be made except under extraordinary circumstances.

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

1. He quits or resigns the Company
2. He is discharged for just cause.
3. He is absent from work for three (3) consecutive work days without properly notifying the Company of the reason for his absence and then if a satisfactory reason is not given for not so notifying the Company.
4. He does not inform the Company in writing or by telegraph of his intention to return to service within seven (7) days of receipt of a notice offering to re-employ him.
5. He does not return to the service on or before a date specified in the notice from the Company after a lay-off which date should not be prior to fifteen (15) days after

sending such notice; provided that notices pursuant to subdivisions four (4) and five (5) of this paragraph (h) shall be sent by Registered Mail-Return Receipt Requested or by telegram to the employee at the last address filed by him with the Company.

6. Subdivisions four (4) and Five (5) of this paragraph shall not apply to offers of temporary work.
  7. He is not recalled from lay-off within four (4) years from the date of his lay-off.
- (i) Employees who have grown old in the service of the Company and become unable to follow their regular work to advantage shall be given preferences of such light work if and where available, as they are able to handle in their work classification. Employees accommodated on light/restricted duty, whether due to having grown old in the service or otherwise, may not work overtime when such overtime requires work that they are restricted from performing.
  - (j) All employees in the classifications covered by this Agreement who are promoted to Supervisory positions, will continue to accrue seniority for a period of six (6) months in the classification from which they were promoted and shall retain all seniority so accumulated.
  - (k) The senior employees within a classification will be given preference in the choice of shifts, but after once assigned will not enjoy such further preference, except to fill vacancies or new positions or in the exercise of seniority after a reduction in force. If an employee is not qualified for a shift, the parties will seek a cooperative resolution of the problem.
  - (l) Employees not having sufficient seniority for displacement desiring to protect their seniority rights, must, within fifteen (15) calendar days from the date actually laid off file their

name and address with the Company by Registered Mail (return receipt requested), and promptly advise any change in address. An employee failing to comply with this provision will be considered out of the service.

## **ARTICLE IX – FILLING VACANCIES**

- (a) All vacancies of thirty (30) days or longer, all new jobs and all promotional jobs, covered by this Agreement, shall be bulletined within five (5) work days of notice of such vacancy occurring. The bulletin shall state whether the vacancy, or such vacancies or jobs are to be temporary or permanent, the number of jobs to be filled, the classification of each job, the location of each job, the qualification required, the place where bids are to be sent and the last date on which the bids will be received, which will be seven (7) calendar days after the date the bulletin is posted. An employee who is on vacation or on emergency field service, or on an assignment to a temporary job (for a period not exceeding fifteen (15) days) and is thereby unable to bid, may bid upon return to duty and displace the successful bidder if said bidder is junior to him.
- (b) All bids for such vacancies will be made in three (3) written copies by the employee, with two (2) copies furnished to the Company and one (1) copy furnished to the District 142 General Chairman.
- (c) After an employee has been chosen to fill a bulletined job Company shall, within five (5) work days post a notice of same on all appropriate bulletin boards and furnish a copy to the District 142 General Chairman, showing the name of the successful bidder and his classification seniority date.
- (d) If the successful bidder for a bulletined job is located at some station other than the station where the bulletined job is to be

filled, the Company will transfer the employee to the new location at subsistence rates in accordance with the provisions set forth in paragraph (e) of Article VII and will furnish transportation for him and his dependents living with him. All other expenses incident to a transfer resulting from bidding in a job bulletined as “permanent” shall be borne by the employee unless the job fails to continue for at least six (6) months, in which case a moving expense allowance in accordance with the provisions of paragraph (e) of Article VIII will be allowed.

- (e) A successful bidder shall hold the bulletined job for a period of thirty (30) days actually worked in the new job on a trial basis in order to demonstrate his ability to perform the work required by the job. During such period of thirty (30) days actually worked, if the employee is unable to demonstrate his ability to perform the work required by the job, or if he finds the job to be not as represented in the bulletin, he may return to his previous assignment, but he shall not, for a period of nine (9) months after said failure, be permitted to bid for a vacancy in the same or higher classification in the same type of work in which he was previously unable to demonstrate ability.
- (f) During the interim required to bulletin a vacancy, the Company may select the most senior qualified employee to fill the vacancy temporarily, and such employee shall receive his regular rate or the rate of the new job, whichever is higher.
- (g) In the case of vacancies in classifications above Cargo Agent and Station Agent not expected to exceed thirty (30) days, the Company may select the senior qualified employee to fill such vacancies on a temporary basis without bulletining the job, however, cut back employees from such classifications will have preference in accordance with their seniority in filling

- such vacancies. At the end of thirty (30) days, the vacancy will be bulletined, and if the employee who has worked temporarily on the job is the successful bidder for the job after bulletining, then his seniority shall accrue from the date of such temporary assignment.
- (h) An employee under this Agreement assigned to a temporary job under paragraphs (f) and (g) of this Article shall, upon discontinuance of such temporary job, be returned to his former job and status.
  - (i) Shift vacancies will not be bulletined; however, the company will assign the senior employee desiring such vacancies.
  - (j) The Company will post supervisory positions within North America and give first consideration to those applicants in the department. In the event that the Company determines that there are no suitable applicants, the Company may then recruit elsewhere in the Company or externally.
  - (k) No employee will be given a permanent transfer against his wishes. All transfers of ten (10) days or longer will be given in writing with copies to the District 142 General Chairman.
  - (l) If there is a lay-off in one (1) work unit, and there is an opening in another work unit, the Company will call in the laid-off employee prior to hiring anyone else in that classification, provided the employee responds within 72 hours of receipt of notice, at the laid off employee's same salary frozen for three (3) months from the date of entry into his new classification.
  - (m) When a new employee is hired in any classification under this Agreement, the Company may recognize his previous experience in the type of work for which he is hired by

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

- (n) Whenever an employee is appointed to a higher classification, he shall receive the rate of pay called for.
- (o) Any employee who is a successful bidder on a permanent vacancy above Agent and who refuses to accept the appointment shall not be eligible to bid for such position again within a period of six (6) months. The Company shall advise the employee of the appointment in writing and the employee shall have seventy-two (72) hours after receiving said notification of appointment to accept or reject same in writing to the Company.

#### **ARTICLE X- LEAVES OF ABSENCE**

- (a) The following types of leaves of absences (“LOA”) will be available to eligible employee: (1) Medical Leave of Absence (“MLOA”); (2) Family Medical Leave of Absence (“FMLA”); and (3) Personal Leave of Absence (“PLOA”). Employees on any of the foregoing types of LOA will retain and accrue Company seniority for shift bidding purposes. Vacation, personal and sick time will accrue only during periods when employees are paid accrued but unused time. At such time as the leave becomes unpaid (when all accrued time is exhausted), no benefits will be paid or accrued, except as otherwise provided for herein. Seniority for purposes of pay increases and benefits based on length of service will accrue during periods when employees are paid and (1) for the first ninety (90) days of unpaid leave, or (2) during FMLA, whichever is longer. Thereafter, seniority will be retained but not accrued. Company date of hire shall not change. In accordance with past practice, during any period that an employee is being paid accrued but unused sick time during a

LOA, any short-term disability or long term disability benefits that are awarded shall be assigned to the Company. Workers Compensation benefits shall be handled pursuant to Article XIX.

(b) (1) All employees with at least six (6) months of service will be eligible for MLOA if unable to work due to the employee's own medical condition. Employees on MLOA will be required to provide medical certification consistent with Company policy. MLOA will be unpaid except that employees on MLOA will be paid to the extent of accrued but unused sick leave, followed by accrued but unused vacation and personal time. Any absences in excess of five (5) consecutive days will be treated as triggering MLOA.

(2) All employees with at least one (1) year of service and 1250 hours and who meet other eligibility requirements under the Family Medical Leave Act ("FMLA") will be eligible for FMLA if unable to work due to any of the circumstances covered by the FMLA. FMLA will be governed by the Company FMLA policy. FMLA time for an employee's own medical condition is included within MLOA time.

(3) All employees with at least one (1) year of service will be eligible to apply in writing for PLOA which may be granted in the discretion of management based on the needs of the service. PLOA requires approval of the EVP or Staff Services. The Company will determine the length of the PLOA, not to exceed six (6) months. PLOA will be unpaid, except that employees on PLOA will be paid to the extent of accrued but unused vacation. Medical insurance may be continued during unpaid PLOA pursuant to COBRA, unless the Company agrees in writing otherwise.

(4) Employees on MLOA and/or FMLA will continue Company paid medical insurance (on the same terms in effect prior to the start of the leave), as follows:

<u>Length of Service</u>	<u>Length of Company Paid Medical</u>
After 6 mos.	6 months
After 3 years	1 year

At such time as Company paid medical is exhausted, the employee may continue coverage pursuant to COBRA.

The Company will not adjust date of hire and postpone raises due to leaves of absence until 90 days after exhaustion of sick leave.

- (c) Employees accepting full-time employment with the Union, shall, during such employment, be granted an indefinite leave of absence by the Company. Such leave will not affect the seniority status of the employee. The employee selected as System General Chairman/International Representative shall have all employees' benefits continued in effect during this leave of absence.
- (d) Employees hereunder returning from an authorized leave of absence or extension thereof, will be returned to the job held when the leave was granted. If the job no longer exists, he may exercise his seniority. Any employee who seeks to return to work following an absence of more than one (1) year shall be required to re-qualify during a trial period of thirty (30) days actually worked, during which period the Company will provide training, if required. If he is unable to demonstrate his ability to perform the work required by the job, he shall be terminated subject to his rights under the grievance procedure. Any employee who remains on leave of absence for more than four (4) years will be terminated.

- (e) Any employee hereunder on leave of absence engaging in gainful employment not provided for in paragraph (c) above without prior written permission from the Company shall forfeit his seniority rights and his name will be stricken from the seniority roster.
- (f) Any employee enlisting in, drafted, or conscripted for Military or Naval service in defense of the United States or the Republic of Ireland during an actual period of war, or any employee drafted or conscripted by Act of Congress for Military or Naval training shall retain his seniority rights unimpaired and upon honorable discharge from such service shall, in accordance with the laws of the United States, be restored to his former position or one of equal rating in accordance with the exercise of seniority rights, provided he applies for reinstatement within ninety (90) days following his discharge from Military or Naval service. In case of temporary or partial disability, which makes it impossible to return to work within ninety (90) days after discharge, special arrangements will be made by the Company for a proper extension of time.
- (g) RESERVE LEAVE- Employees who are members of an Armed Forces Reserve will be granted leaves of absence for the required part-time performance of military training or duties, and such time shall be counted as time worked for all purposes whatsoever under this Agreement. Employees called to active reserve duty for two weeks or less, will be reimbursed for basic pay lost on military duty. Pay from military authorities for such duty shall be deducted from the regular basic pay from the Company.
- (h) Provided that the Union gives the Company adequate notice (in normal circumstances at least seven days), the Company

will, consistent with the needs of the service, promptly grant requests for time off without pay for bona fide union business.

## **ARTICLE XI – VACATIONS WITH PAY**

- (a) All employees covered by this Agreement shall be entitled to a paid vacation on the following basis:
1. The vacation year shall be from January 1 to December 31.
  2. An employee will be paid while on vacation at his base salary at the time of vacation.
  3. During the first calendar year of employment and through the fifth complete year of continuous service, an employee earns vacation at the rate of 5/6 day each month to a maximum of ten (10) working days per year with pay.
  4. All employees who have been in the service of the Company for more than five (5) continuous years will be given fifteen (15) working days per year with pay.
  5. All employees who have been in the service of the Company for ten (10) continuous years of service or more will be given twenty (20) working days per year with pay.
  6. All employees who have been in the service of the Company for fifteen (15) continuous years or more will be given twenty-five (25) working days per year with pay.
  7. No employee will receive more than twenty-five (25) days annual vacation. Those employees currently receiving above 25 days will be grandfathered at that allotment.
  8. For purposes of vacation time applicable, period of continuous employment shall be considered from date of

entry of the employee in the Company, less any unpaid leaves and/or periods of lay-off.

9. There will be no reduction in vacation entitlement for those employees who have reached the thresholds in the current contract.
- (b) In no case should vacation days be advanced to an employee.
  - (c) Accrued vacation allowance shall be paid to any employee who leaves the Company because of reduction in force, resignation, or for Military Service, provided the employee has completed six (6) continuous months of service, except that he shall not be paid for such accrued vacation if he resigns without giving two (2) weeks' written notice to the Company, or if he has been discharged for cause involving monetary or material loss to the company, or for violation of the Company's rules or regulations. However, in reductions of force, an employee who accepts other employment during the period of notice shall not forfeit accrued vacation pay. In case of the death of an employee, the amount due shall be paid to his legal heir or representative in accordance with applicable laws, provided the deceased employee has completed six (6) months of continuous service.
  - (d) Regularly scheduled days off or recognized holidays at the beginning or end of a vacation period will not be considered as part of the vacation period, but if recognized holidays fall within an employee's vacation period, said vacation period will be extended by an additional regular work day with pay for the same.
  - (e) Requests for vacation leave will be granted on a basis of Union seniority. However, senior employees will not be permitted to take vacation leave already assigned to a junior employee.

- (f) Vacations shall not be cumulative, and at no time shall vacations be taken in conjunction with the vacation entitlement for another year. All accrued vacation shall be deemed forfeit, excepting that if the Company has requested the employee in writing to postpone such vacation, the employee shall be entitled to defer such vacation until the succeeding year.
- (g) Employees will not be paid in lieu of accrued vacation excepting upon termination of employment, and in accordance with paragraphs (a) and (c) of this Article.
- (h) Vacation pay shall not accrue during leaves of absence.
- (i) Vacation schedules based upon entitlement and requirements of the service will be arranged for the succeeding year by no later than December 31, and posted in each work location. Once vacation schedules are established, they will not be changed thereafter on request of the employees unless agreed by the Company. Those employees who do not exercise their rights hereunder between November 15 and December 31, will have their vacation assigned to them by the Company; first bid must be in by December 1.

## **ARTICLE XII – SICK LEAVE PREMIUMS AND BONUSES**

- (a) Employees with more than six (6) months service with the Company shall be credited with one (1) day sick leave credit for each month of continuous service.
  - i. Effective January 1, 2011, the sick leave credit accrual will be reduced to 7 hours 20 minutes per month for each month of continuous service for full-time employees. Part-time employees will receive 3 hours 40 minutes per month for each month of continuous service. Total

maximum annual sick days credit is 11 for an employee on the payroll for 12 months.

- (b) In case of actual sickness, employees shall be paid for the days lost up to the number of days to his personal credit, provided that in case of continuous absence of three (3) days the employee will furnish to the Company a medical certificate in support of such absence. The Company may require a doctor's certificate for shorter term absences where there is reasonable evidence of a pattern of such absence providing the employee is notified in advance of such special requirements. An employee on layoff not in excess of thirty (30) days will continue to accrue service credit for any pay purposes including vacation, sick leave, and personal days.
- (c) Employees on sick leave shall receive their sick leave compensation for the time accrued to their personal sick leave credit consistent with past practice.
- (d) After a sickness, the number of days paid will be charged against the credited days and 7 hours 20 minutes (full-time)/3 hours 40 minutes (part-time) credit for each succeeding month of continuous service shall again be credited to the employee.
- (e) It is the responsibility of the employee absent from work because of sickness to report such absence to his immediate supervisor at least sixty (60) minutes prior to the starting time of his shift as well as the reason therefor. Failure to report an absence within the prescribed period of time may result in the employee not being paid for the day and may result in further disciplinary action.
- (f) The employees covered by this Agreement and the Union recognize their obligation of being truthful and honest in

- preventing unnecessary absences or other abuses of sick leave privileges.
- (g) All employees will be credited with an accumulated sick leave credit based upon length of service with the Company less any sick leave paid for by the Company.
  - (h) During the life of this Agreement, no benefit plans now in effect will be discontinued while they remain available to any other employees of the Company except as agreed (i.e. pension).
  - (i) The Company will provide a Group Hospital/Medical Surgical/Life Insurance Plan on the terms set forth in Appendix B.
  - (j) If the Company, at any time in its discretion, grants additional sick leave or assistance to any employee it shall not constitute a precedent requiring additional sick leave or assistance in any other case.
  - (k) Sick leave credit will not accrue during a lay-off or leave of absence.
  - (l) Personal emergency leave with pay for death in the immediate family at straight time rates with a minimum of three (3) days and a maximum of five (5) days depending on the circumstances as set forth in Company Regulations will be extended to the employees covered by this Agreement.
  - (m) JURY DUTY: Employees called for such duty shall receive their regular straight time rate less the fee for jury services. Employees called for jury duty will be assigned to the day shift with Saturday and Sunday off during the period in question,

provided that the employee uses his or her best efforts to schedule jury service at a time convenient to the Company.

- (n) Employees will be allowed four (4) personal days per year to be taken at the discretion of the Company before December 31 of each year. These personal days may be utilized for all purposes, provided proper notice is given to the employee's immediate supervisor.

Union employees recognize that employees will not have a right to bid for personal time off. If an employee asks for personal day(s) to be taken in conjunction with his/her vacation, the granting will be at the Company's discretion. In the year of hire and/or resignation (except retirement), personal days will be prorated and days taken and not earned will be recouped.

### **ARTICLE XIII – GRIEVANCE PROCEDURE**

- (a) Representation for the effective handling of grievances and disputes between the parties under this Agreement, shall be:
  1. The Union will be represented by properly designated Stewards in each section at each point on the System, who will be known as the section Steward, one of which will be known as the Chief Steward.
  2. The Chief Steward will deal with officials of the Company together with, or through, an accredited representative of the Union.
  3. The Company will be represented by an authorized representative at each point, who will be empowered to settle all local grievances involving changes in Company Policy, or the intent and purpose of this Agreement.

4. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.
  5. The accredited representative of the Union should be permitted at any time to enter shops and facilities of the Company for the purpose of investigating grievances and disputes, after contacting the Company official in charge, and advising him of the purpose of the visit.
- (b) For the presentation of disputes and grievances that may arise, the following procedure will apply:

**STEP 1:**

An employee who believes that he has been unjustly dealt with, or that any provisions of this Agreement have not been properly applied or interpreted will present his grievance or complaint with or through his designated shop steward within five (5) days from the date of such incident to his Department Manager. The Manager will discuss the grievance with the Chief Shop Steward, if available, and will render a decision within ten (10) days following receipt of the grievance.

**STEP 2:**

If the Step 1 decision is not satisfactory, the District #142 General Chairman shall make written appeal to Step 2 to the Company's Human Resources Manager, within ten (10) days after receipt of the decision.

Any grievance not satisfactorily resolved at Step 1 shall be reviewed by the Human Resources Manager or his/her designee and the General Chairman who shall meet within twenty (20) days after the receipt of the Step 1 decision.

Within ten (10) days following such meeting, the Company or Union, depending on who is the grieving party, will issue a

written decision setting forth its position which will be mailed to the other party. If the position received is not satisfactory to the grieving party, it must appeal the decision to the System Board of Adjustment within ten (10) days after receipt of the Step 2 decision.

### **STEP 3:**

If no satisfactory adjustment is reached in the previous steps, the grievance and decisions thereon may be appealed to the Systems Board of Adjustment as set forth in Article XIV of this Agreement; provided that notice of intent to appeal is filed within thirty (30) days from receipt of the decisions made by the Human Resources Manager.

1. Subject to Appendix "C", no employee who has been in the service of the Company for more than 100 calendar days will be disciplined to the extent of loss of pay, or discharged without first having the benefit of a fair impartial hearing. However, an employee may be suspended pending such investigation or such hearing.
2. The employee will be advised in writing of the precise charge or charges preferred against him within five (5) days after the date the Company has knowledge of the occurrence, and copies will be furnished to the Local Chairman and the International Representative.
3. In the event of a discharge or suspension, a hearing will be held within five (5) days from the date of the written notice, and at this hearing the employee may have present representatives of his own choosing. He will be permitted to hear all evidence against him and with his representative, question all witnesses and/or statements against him. Reasonable opportunity will be allowed employees to secure the presence of their representatives, and it should be the obligation of the Company to summon all witnesses whom the employee

feels can present facts which will lend weight to his testimony.

- (c) In case it is found the suspension or discharge is unjust, the employee will be reinstated with full seniority, paid for time lost (less any monies received from employment), and records corrected.
- (d) All hearings and investigations will be conducted during regular day shift working hours, and committee members and necessary employee witnesses shall not suffer loss of pay while handling grievances, or attending investigations.
- (e) No employee selected as a representative of the Union will be discriminated against for lawful activity on behalf of the Union.
- (f) All references to days will be business days, Monday to Friday.
- (g) The grievances alleging violation of Appendix K (2) and regarding upgrading of Senior Agents are withdrawn.

#### **ARTICLE XIV- SYSTEM BOARD OF ADJUSTMENT**

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

- (b) The System Board of Adjustment shall consist of three (3) members; one (1) selected by the Union, one (1) selected by the Company and one (1) neutral member who has been agreed between the parties to adjudicate grievances that may arise following the ratification and signing of this Agreement that are not resolved in the grievance procedure.
- (c) Members of the Board will serve for one (1) year from the date of their appointment, or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection of the original members of the Board.
- (d) The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any amendment hereto.
- (e) The Board shall consider any dispute properly submitted to it by an accredited Union Representative or by the Human Resources Manager of the Company or his authorized representative, when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that notice of intention to appeal is filed within thirty (30) days after the procedure provided for in Article XIII of this Agreement has been exhausted. If not filed within such period, the action of the Company or Union shall become final and binding.
- (f) Appointments of members of the Board shall be made by the respective Parties within thirty (30) days from the date of the

signing of this Agreement and said appointees shall meet in the City of Jericho, N.Y., within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairman and a Vice-Chairman, both of whom shall be members of the Board. The term of the office, of Chairman and Vice-Chairman shall be one (1) year. Thereafter the Board shall designate one of its members to act as Chairman and one to act as Vice-Chairman for one (1) year terms. Each officer so selected shall serve for one (1) year or until his successor has been selected. The office of the Chairman shall be filled and held alternatively by Union member of the Board. When a Union member is Chairman, a Company member shall be Vice-Chairman, and vice versa. The Chairman, or in his absence, the Vice-Chairman, shall preside at meetings of the Board and at hearing, and shall have a vote in connection with all actions taken by the Board. After the organization meeting referred to herein, the Board shall thereafter meet in the city where the general offices within the United States of America of Aer Lingus-Irish are maintained (unless a different place of meeting is agreed upon by the Board) during the first week in June and the first week in December of each year, provided that at such times there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed upon.

- (g) All disputes properly referred to the Board for consideration shall be addressed to the Chairman. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to Chairman who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:

- (1) Question or questions at issue.
- (2) Statement of facts.

- (3) Position of employee or employees.
- (4) Position of Company.

When possible, joint submissions will be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provisions of Article XIII of this Agreement, including the rendering of a decision by the Human Resources Manager of the Company or his duty designated representative.

- (h) Upon receipt of notice of submission of a dispute, the Chairman shall set a date for hearing, which shall be at the, earlier of the time of the next regular meeting of the Board, or within sixty (60) days of submission of the dispute. If at least two (2) members of the Board consider the matter of sufficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice-Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.
- (i) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both. On request of individual members of the Board, the Board may summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party or by the Board itself, or by either group of members constituting the Board.

- (j) A majority vote of all members of the Board shall be competent to make a decision.
- (k) Decisions of the Board in all cases properly referable abridge to it shall be final and binding upon the parties thereto.
- (l) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company, or their duly-accredited representatives, under the provisions of the Railway Labor Act as amended.
- (m) The Board shall maintain a complete record of all matters submitted to it for its consideration, and of all findings and decisions made by it.
- (n) Each of the parties hereto will assume the compensation, travel expenses and other expenses of the Board members selected by it. The fees and expenses of the neutral member shall be borne one-half by each of the parties hereto.
- (o) Each of the parties hereto will assume the compensation, travel expenses and other expenses of witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
- (p) The Chairman and the Vice-Chairman, acting jointly shall have the authority to ensure such other expenses as in their judgment may be deemed necessary for the proper conduct of the Business of the Board, and such expense shall be borne one-half by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board

members. So far as space is available, Board members shall be furnished free transportation over the lines of the Company, for the purpose of attending meetings of the Board, to the extent permitted by law.

- (q) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as Board Member.

### **ARTICLE XV – SAFETY AND HEALTH**

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

- (b) The duty of the Safety Committee will be to see that all applicable State Municipal safety and sanitary regulations are complied with, as well as to make recommendations for the maintenance of proper standards.
- (c) The committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions. Proper and modern safety devices shall be provided for all employees working on hazardous or unsanitary work, such devices to be furnished by the Company. Employees will not be required to use unsafe tools or equipment. However, employees will be expected to report unsafe tools or equipment to the Supervisor before refusing to use such defective tools or equipment. The Company will furnish protective apparel, equipment and devices approved by the Safety Committee to all employees required to work with acids or chemicals that are injurious to clothing or employees and any employee who fails to use such apparel, equipment or devices shall forfeit his right to claim sick leave pay for any absence occasioned by such neglect.
- (d) Employees injured while at work shall be given medical attention at the earliest possible moment and employees shall be permitted to return to work without signing any release of liability pending the disposition or settlement of any claim for damage or compensation. Such insured employees who are able to work will be allowed to obtain medical attention without loss of time. It is the immediate responsibility of the injured employee to report an injury to his immediate supervisor during the work period in which the injury occurred.
- (e) Employees entering the service of the Company may be subject to a physical examination. The cost of any such examination will be paid for by the Company. Post-employment audiometric tests for terminating employees may

be required by the Company at Company expense, and such report will be made available to the terminating employee.

## **ARTICLE XVI – GENERAL AND MISCELLANEOUS**

- (a) Reasonable refreshments, during hours of duty, will be permitted in designated areas, which may be inside or outside the facility, provided an employee shall not leave the job to indulge in such refreshments without permission. Smoking will not be permitted within an Aer Lingus facility. New laws and/or local regulations governing smoking shall prevail for all locations outside the facility.
- (b) The Company agrees that there shall be no established maximum age limit for the hiring of employees.
- (c) Service records shall be maintained for all employees by the Company, and upon resignation or discharge from the service the employee, upon request, will be furnished with a letter of same. In discharge cases the employee and his District Representative will have access to the service records applicable to the case prior to the holding of any investigation. In cases where it is necessary that an employee should be warned due to the caliber of his work and/or the general performance of his duties, such warning will be made to the employee in writing with a copy to the District #142 General Chairman, and the employee will be given a reasonable length of time to correct the matter. Service and/or personnel records will be made available for examination during non-working hours upon request by an employee covered by this Agreement or from a General Chairman of the District. Disciplinary letters will be removed from an employee's personnel file after two (2) years provided that the employee has had a clean record in the two (2) year period.

- (e) Employees who fail to wear proper uniforms and/or equipment pursuant to Paragraph (d) will not be permitted to work and will not be paid for the time lost for the first and second warning. In the event of a third or subsequent warning, the employee will be subject to discipline up to and including discharge.
- (f) Supervisory Personnel, including Team Leaders, shall not perform work under the contract except in the case of emergency.
- (g) A place shall be provided inside of all Company work areas marked "International Association of Machinists" where Union notices of interest employees may be posted; however, no political circulars, propaganda or advertisements will be placed on these bulletin boards.
- (h) The Company shall provide each employee covered by this Agreement with a copy of the Agreement.
- (i) All orders or assignments of work issues to personnel shall be relayed through the respective Supervisor or Senior Agent, to eliminate misunderstanding or disorder.
- (j) Nothing in this Agreement shall prevent the Company from paying to an individual employee hereunder, a higher rate of compensation than the rate established in this Agreement.
- (k) It is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any strike or picketing of the Company premises during the life of this Agreement, until the procedures for settling disputes as provided herein and as provided by the Railway Labor Act, as amended, have been exhausted.

- (l) It is forbidden for any employee to engage in drinking alcoholic beverages while in uniform or when on duty, or to come to work under the influence of alcohol, or use of illegal drugs.
- (m) The Company should make available to all employees hereunder an up-to-date Personnel Manual.
- (n) In the event of inclement weather employees hereunder shall not be treated in a discriminatory manner as compared to the general policy implemented for non-Union staff.
- (o) During the life of this Agreement, travel privileges will not be discontinued while they generally remain available to other employees of the Company.
- (p) It shall not be considered a violation of the Agreement for the Company to sell its products on-line.
- (q) Staff will be required to pay fines imposed by the Port Authority/Federal Agency for unauthorized access to restricted areas, improper use of identification Cards and similar types of conduct. Fines for lost ID's will be paid by the Company on the first occasion; any fines for subsequent loss will be paid by the employee. In accordance with past practice, the Company will assist its employees in dealing with the agencies involved regarding such fines. The Company will provide necessary information to its employees regarding restrictions on ID use.
- (r) **Effective January 1, 2019, and for the term of this Agreement, the Company will start a program that provides paid vision insurance for all employees under this agreement with an implementation date yet to be**

**determined. For all new-hire employees hired after the date of signing of this Agreement, there shall be a twelve (12) month waiting period to enroll. All plan guidelines are covered by, and contained in, the plan document controlled by the Company. Additional tiered coverage shall also be made available to family members of the employee at a cost that will be paid by the employee. Any annual cost increases to the vision coverage for additional family members, shall be controlled by the plan document and communicated concurrently during the annual enrollment.**

- (s) Aer Lingus will guarantee for the life of the contract any employee covered by this contract who is currently working at the Jericho facility a job in a brick and mortar location if they choose. This may not necessarily be at the current location but within a 50-mile radius. The IAM agrees the minimum staffing levels in employees covered by this agreement can reduce by attrition. The Company will no longer be required to back fill to maintain 15 full-time positions in the brick and mortar call center. The brick and mortar call center staffing level can drop below 5 full time employees under the Reservations Agent Agreement (Senior Reservations Agents, Reservations Agents, Ticketing Agent, and Senior Cargo Reservation Agent) provided that any of those 5 employees have requested to work from home. Before the brick and mortar call center staffing level can drop below 5 full-time employees under the Reservations Agent Agreement (Senior Reservations Agent, Reservations Agent, Ticketing Agent, Senior Cargo Reservations Agent, and Cargo Reservations Agent) the Company will be required to agree and discuss with the union a new full-time staff minimum. If there is no agreement, then it will be resolved through the grievance process. The Company will have the right to operate a single shift operation Monday – Friday at the brick and mortar call

center and operate the call center remotely on Saturdays, Sundays, holidays and evenings after 6:00 p.m. The closing shift Senior Agent and weekend Senior Agent will work remotely. When Senior Agents who are working remotely are at lunch or experiencing any technical malfunctions and there is a requirement for an upgrade and there is no available qualified staff member in the brick and mortar call center, the most senior staff member covered by this Agreement who is working remotely will be upgraded. If there is no available staff member covered by this Agreement, the most senior staff member covered by the Reservations Associates Agreement may be upgraded.

## **ARTICLE XVII – WAGE RULES**

- (a) The minimum hourly base rates set forth in Schedule A become effective January 1, 2010; all other changes in this Agreement become effective August 27, 2010 unless otherwise specified.
- (b) No employee paid by the hour or week shall suffer any reduction in hourly rate or weekly gross pay for a standard 40 hour work week inclusive of meal periods as a result of making this Agreement effective and nothing in this Agreement shall be considered as preventing increases in individual rates or classification over and above the minimum established.
- (c) Employees shall be paid during their regular working hours, bi-weekly on Friday, unless otherwise provided by applicable state laws. The employees will have available the opportunity to have electronic deposit of their paycheck.
- (d) Paychecks will include a statement of all wages and deductions made for the pay period.

- (e) Should the regular pay day fall on a holiday, or days when the shop or Facility is closed down, employees will be paid on the preceding day.
- (f) If an employee is assigned to a senior classification or ramp and/or weight balance duties for a period of one (1) day or more, he shall be paid the equivalent daily rate for the job classification in which he substitutes. It is understood that this will be full and final payment for services provided on these days regardless of the hours involved.
- (g) Wage increases are shown on Schedule A.

### **ARTICLE XVIII-UNION SECURITY**

- (a) Except as provided otherwise herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended shall as a condition of continued employment in such work, become and remain members in good standing (as herein defined) in the Union within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later.
- (b) The conditions of employment outlined in this Article shall not apply with respect to employees to whom Membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining Membership.
- (c) Membership in good standing in the Union shall consist of the payment by the employees of initiation fees (except in case of authorized and permissible transfers from other lodges of the Union) uniformly required of other employees of like status,

plus the payment of dues (as herein above described) for each calendar month not later than the last day of the following calendar month, plus the payment of such assessment(s) (within prescribed time limits), but not fines and penalties, as may be levied in accordance with procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Councils and Conferences."

- (d) The company will, within (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph, provided such employee has received a copy of the notice sent to the Company.
- (e) All rights of any employee under the Labor Agreement herein above noted and such supplements or amendments as may apply thereto are contingent upon his acquisition and maintenance of Membership in good standing in the Union.
- (f) The Union shall furnish to the company, within ninety (90) days after Signing of this Agreement, a list of those employees covered by the Agreement who are members of the Union and shall furnish to the Company each month thereafter a notice of any changes in said list.
- (g) Whenever payment of dues is referred to in this Agreement, the conditions of payment shall be met if the amount due is tendered to the Union within the prescribed time limitations. Use of the work "dues" herein shall, in all cases, include initiation fees, periodic dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining Membership.
- (h) Upon receipt of an approved duly signed authorization form of the employee involved, the Company shall deduct from the

employee's paycheck the initiation fee, dues and assessments payable by him to the Union during the period provided for in said Authorization.

- (h) All deductions shall be made by the Company on account of initiation fees, dues and assessments, but once in each calendar month from the first pay check covering each employee in such month, unless the Union shall previously advise the Company to the contrary.
- (i) This Article is made subject to the provisions of the Railway Labor Act, as amended, and shall become effective as of the date of the signing of this Agreement.

#### **ARTICLE XIX – OCCUPATION ILLNESS OR INJURY (WORKERS COMPENSATION)**

When it becomes necessary for an employee to be absent from work because of an occupational illness or injury he will be granted occupational illness or injury leave with pay for such absences to the extent that he has occupational illness or injury leave.

Effective January 28, 1994, employees will accrue one (1) day of occupational illness or injury leave for each month of continuous service to a maximum of ninety (90) days. Effective January 1, 1999, no employee may use more than 45 days for a single injury. After exhausting his occupational illness or injury leave, the employee may use his non-occupational sick leave credits. He may not, however, use occupational illness or injury leave for non-occupational illnesses or injury.

In the event that he receives Workers Compensation because of such absence, he shall turn over such compensation to the Company and shall have his non-occupational sick leave, if used, and occupational

illness or injury leave accrual restored in units of one-half (1/2) days immediately upon the employee's return to active service.

For those employees currently with Aer Lingus, with a bank of occupational illness or injury leave, of up to forty-five (45) days, the bank will continue to accrue from that number of days in their current bank, to a maximum of ninety (90) days. The refunding of benefits to the Company shall not apply to any Workers Compensation benefits received as an award for partial or permanent injury, and which might exceed his total wages for the period of time lost from employment.

Employees on occupational illness or injury leave will continue to accrue service credit for pay purposes including vacation, sick leave, and personal days, and shall be paid for any holiday occurring while on leave.

## **ARTICLE XX – SEVERANCE PAY**

- (a) When it becomes necessary to reduce the work force, seniority plus ability as per paragraph (b) of this Article will govern. In the event of a reduction of force, employees shall receive ten (10) work days pay in lieu thereof. If an employee fails to work out his notice when requested to do so, he shall be paid only for such period of his notice that he has worked. A list of employees to be laid off will be furnished to the Local Chairman and International Representative at the time of notifying the employee affected.
- (b) Any employee covered by this Agreement with one (1) or more years of service and who is laid-off shall receive severance pay as provided in paragraph (c) below, subject to the limitations set forth herein. Severance pay shall NOT be paid in the event:

- (i) An employee is dismissed for cause.
  - (ii) An employee resigns.
  - (iii) An employee refuses to work out his notice if requested to do so.
  - (iv) A National Emergency arises which results in cessation of operations.
  - (v) A strike or picketing of the Company's premises causing a temporary lay-off of the employees.
- (c) Severance pay shall be paid on the basis of two weeks' pay for one (1) year of service, three weeks' pay for two (2) years of service, continuing in this progression up to a maximum of 42 weeks' pay for 20 years of service.
- (d) Employees laid off on account of a force reduction will be given preference according to System seniority to transfer to any other point on the System within the continental limits of the United States of America employing Aer Lingus staff, where employees are needed, with privilege of returning to their home station when the force is increased. Such transfers shall be made without expense to the Company, but space available, free transportation will be furnished the employee and his dependents over Company lines to the extent permitted by law.
- (e) Employees laid off in a reduction of force, who desire to seek employment elsewhere will be granted, subject to prevailing interline agreements, one space available pass to any point desired within the continental limits of the USA, or on the Company system. The pass will be valid for ninety (90) days from the date of termination of employment on Aer Lingus and elsewhere shall be subject to interline agreements.
- (f) An employee recalled to work under the terms of Article IX of this agreement after lay-off who is again laid off under

- conditions that would entitle him to severance pay shall be entitled to the amount specified for his accumulated period of compensated service with the Company calculated from the date of first recall and in accordance with Article XXI, provided that severance pay shall not be paid twice for the same period of compensated service.
- (g) Although the Company will not guarantee “No layoff” as a result of automation, the Company will train present Staff on new equipment and will provide for automation severance benefit payment of three weeks for the first full year of employment and two weeks for each additional year of employment to a maximum of 25 weeks’ severance payment.
  - (h) Employees recalled to work from a layoff shall be returned to their former position, if the job still exists, and shall not be paid at a lower rate than they were receiving prior to the layoff, unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union, provided that if the job does not exist, the recalled employee shall receive the rate of the job accepted.
  - (i) Should anyone be laid-off and hired in any other classification, he/she will continue to have full recall rights in the previous position.

### **SAVINGS CLAUSE**

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

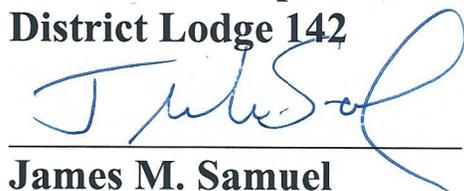
## EFFECTIVE DATE AND DURATION

This Agreement constitutes the full, final and complete settlement of all issues subject to Collective Bargaining from the amendable date of April 1, 2018 and becomes effective on January 1, 2019 on rates of pay and as agreed and signed on other items and shall continue in full force and effect until December 31, 2021 and from year to year thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I, of the Railway Labor Act, as amended.

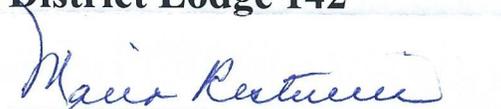
Agreed to: December 31, 2018



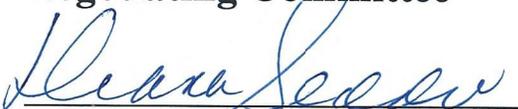
**David Supplee**  
President/Directing  
General Chairperson  
District Lodge 142



**James M. Samuel**  
General Chairperson  
District Lodge 142



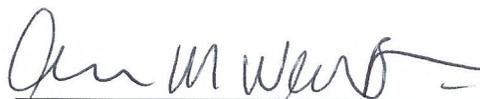
**Maria Restruccia**  
Negotiating Committee



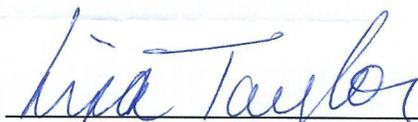
**Diane Seddio**  
Negotiating Committee



**Ken Karchinski**  
Director of Call Center Sales  
Aer Lingus



**Anna Marie Weismantel**  
Operations Manager



**Lisa Taylor**  
Director Staff Services

## SCHEDULE "A"

### RATES OF PAY

Effective on signing, all Employees covered under this agreement (yellow book) are at step 12 or off scale rates of pay which are as follows:

	Current	Eff. 1/1/19	Eff. 1/1/20	Eff. 1/1/21
Step 12	\$23.20	N/A	N/A	N/A
Off Scale	\$24.62	\$25.36	\$26.12	\$26.90

In that there are no longer employees being hired under this agreement, there will be no steps 1 – 11 as all employees are grandfathered at off scale rates except for one employee who is currently at Step 12 as of date of signing. For the one employee who is currently at Step 12, their next increase will be the off-scale rate effective 1/1/19. All other employees will slide across laterally on the above scale on their anniversary date. Within twelve (12) months from the effective date of this agreement, all employees will have reached the top off scale rate and will progress to the right.

- (j) The maximum longevity premium shall be increased from \$48/month to \$70/month. Any employee grandfathered at a premium continues on top of the new hourly rate and longevity.

## PREMIUMS

The following hourly premiums shall be paid over and above the wage rate applicable to those employees assigned these premium positions on or after January 1, 1999.

<b>Premium Position</b>	<b>Eff. 1/1/19</b>	<b>Eff. 1/1/20</b>	<b>Eff. 1/1/21</b>
<b>Senior Agent</b>	<b>\$3.55</b>	<b>\$3.60</b>	<b>\$3.65</b>
<b>Ramp/Weight &amp; Balance Agents</b>			
<b>1st 6 Months</b>	<b>\$0.47</b>		
<b>Thereafter</b>	<b>\$0.94</b>		

Pay for temporary upgrades to Senior Agent shall be as follows: (a) minimum of one (1) hour; (b) for upgrades of more than one (1) hour to three (3) hours, pay will be three (3) hours; (c) for upgrades of more than three (3) hours, pay will be eight (8) hours. **The premium pay rates for and acting Senior Agents of less than four (4) hours will continue to be paid at \$3.50 TA**

## LONGEVITY PREMIUM

Effective April 17, 2007, employees will begin receiving longevity premium 12 months after reaching the top of the scales; i.e., after completion of the twelfth (12<sup>th</sup>) year of credit service. The employee will receive \$4.00 per month in addition to his regular basic salary plus \$4.00 per month for each additional year of service thereafter, until the maximum (\$70.00 per month) shall have been reached.

## CASHIERING PREMIUM

Employees who are directed by the Senior Agent to handle an account for cash transactions relating to cargo will receive the following daily premium, which will be included in the employees' base rates:

	Effective:
	March 14, 2007
Cashier Premium	\$10.00

Cashier Premium \$10.00 per day effective on contract signing. The three current incumbent staff in the ticketing classification will be guaranteed their Cashier Premium for eight (8) hours regardless of the task or functions that they might perform or be assigned on a daily basis. Employees other than current incumbents mentioned above assigned to this work will receive Cashier Premium pay of \$1.25 per hour for any hours or fractions of hours they perform. If there is not a full day's work these staff members will be assigned reservations work for the remainder of their shift at reservations pay.

**APPENDIX "B"**

Medical and dental coverage will begin on the first of the month following (a) two completed months of employment for full time employees and (b) six completed months of employment for part time employees.

The Company and the Union agree to amend the Group Insurance Plan as follows:

1. Effective January 1, 2016, the Company will amend the United Healthcare medical and dental plans as follows:

	Eff. 1/1/2016
Deductible (In-Network)	\$500 single/\$1,000 family
Deductible Out-of-Network	\$1,000 single/\$2,000 family
Coinsurance (In-Network)	80%/20%
Coinsurance (Out-of-Network)	60%/40%
Out-of-Pocket Maximum (In-Network)	\$2,500 single/\$5,000 family
Out-of-Pocket Maximum (Out-of-Network)	\$4,000 single/\$8,000 family

(If this plan is not available by UHC when 2016 plans are identified by the carrier, the Company and the Union will meet to discuss an available plan similar to the above).

2. All full-time employees covered by this contract will contribute the following percentages to the cost of the medical and dental premiums:

<b>Effective 1/1/2019</b>	<b>19%</b>
<b>Effective 1/1/2020</b>	<b>20%</b>
<b>Effective 1/1/2021</b>	<b>21%</b>

3. Current and future part-time employees will contribute at the rates currently set forth in the collective bargaining agreement, unless the Company, at its option, reduces the contribution rates and/or includes family coverage. Reduction of contribution rates below the maximum allowable shall not serve as a waiver or restriction of the Company's right to thereafter raise the contribution to the maximum.

4. In the event that UHC declines to renew coverage, imposes unreasonable changes to the form or cost of coverage, seeks to impose uncompetitive rates, or imposes excessive cost increases in any one year, the Company may notify the Union of a change in carriers and the parties will meet to discuss any changes that might be required with the new carrier. Nothing herein shall prohibit the Company from changing carriers provided that the terms of coverage will be generally comparable or from making changes as may be required by the Health Care Reform Act.

5. The Union and the Company agree that future medical plan costs and future benefit plan expenses may require changes to the plan options and an increase in benefit employee costs (i.e. deductible, out-of-pocket expenses or other pieces of the plan that may be required by law). The Union and the Company agree to meet

each year beginning 2016 on or about August/September to review the plans and conform to federal regulations. The Company will not continue a plan that is subject to any additional federal mandated fees as identified in the Affordable Care Act (ACA).

6. If the parties are unable to agree, following the negotiations specified in paragraph 4 and/or 5 above, the matter shall be the subject of an arbitration hearing within 45 days of the Company's initial notice. If the parties are unable to agree upon an arbitrator for said expedited arbitration, the matter shall be resolved pursuant to the Expedited Arbitration Rules of the American Arbitration Association. Unless the parties agree otherwise, any award shall be issued within 60 days of the Company's initial notice.

7. In the event of a notice under paragraph 5, the Arbitrator shall have jurisdiction to determine whether a change in benefits relating to plan options which may require a change to deductibles, out of pocket expenses or other pieces of the plan that may be required by law. This does not affect the negotiated employees' contribution rates for 2016, 2017, and 2018.

## **APPENDIX "H"**

### **GAIN SHARE / PROFIT SHARING**

During the life of this agreement any profit sharing program that may be offered on a corporate basis, staff under this agreement will be included provided any criteria set by this program are met.

## **APPENDIX "J"**

### **PENSION**

**The Aer Lingus employees' pension plan was frozen on December 31, 2007. As of the date of signing of this Collective Bargaining Agreement (12/31/18), all employees, both active and retired, have been paid out and the plan has been**

**terminated. Beginning previously on** January 1, 2008, the Company **began contributions** to the IAM National Pension Plan for all such employees pursuant to the “Standard Contract Language” attached hereto.

### **IAM PENSION FUND STANDARD CONTRACT LANGUAGE**

- A. The Employer shall contribute to the IAM National Pension Fund, National Pension Plan for each hour/day or portion thereof for which employees in all job classifications covered by this Agreement other than Reservations Associates are entitled to receive pay under this Agreement, as follows:

**\$1.45 per scheduled hours worked effective January 1, 2019**

**\$1.50 per scheduled hours worked effective January 1, 2020**

**\$1.55 per scheduled hours worked effective January 1, 2021**

- B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives vacation pay at termination or vacation pay in lieu of time off.
- C. Contributions for new, temporary, probationary, part-time and full-time employees are payable from the first day of employment.
- D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

- E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Appendix or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

**APPENDIX “L”  
ELECTRONIC MONITORING**

Aer Lingus reserves the right, subject to applicable law, to use taping and/or monitoring for the purpose of training and operational quality assurance. Accordingly, the company agrees to advise staff of taping and/or monitoring prior to the taping and monitoring.

It is mutually understood that at the date of signing this Agreement, random monitoring of all employees will be discontinued except as stated in this letter.

As a result of taping and/or monitoring, no staff member will be disciplined unless he is in direct violation of the IAM Agreement.

In the event modifications are required, the parties will meet to discuss same in good faith.

The parts of the January 8, 1999 contract covering Mechanics, Passenger Service Agents, Station Agents and Cargo Agents that were listed in previous contracts no longer apply and have been moved to the back of the book.

However, if the company decides to self-employ this work in the future, the previous language indicated would apply unless negotiated differently. The sections that still apply are included herein.

The obsolete sections include the following:

1. Article IV – Classification and Work Requests (a-e) (l-n)
2. Article V – Hours of Service (i-j)
3. Article VIII – Seniority (m)
4. Article XVI – General and Miscellaneous (d)
5. Schedule A – Mechanics Pay Scale
6. Appendix A, C, D, E, F, I, J, M

## **APPENDIX “O” ASTRAL USAGE**

The following is the settlement of a grievance related to non-union staff and ASTRAL usage. As a resolution to the grievance, the following non-union departments need to use ASTRAL for business reasons:

1) A group booking is for making reservations for a minimum of 6 or more people. Anything below 6 would be a call center function and thus IAM coverage applies.

2) At no time do staff in Business Development contact or deal directly with outside consumers and their reservations. In the course of their responsibilities there are times when general schedule changes occur to current reservations records. These changes are communicated to the passenger through the call center but the Business Development department must access and action the PNR

to change the status or confirm the new timings within our inventory system. Access to this system is restricted to a small number of staff to ensure security to inventory is maintained. This function is purely inventory related, dealing with bookings impacted by schedule changes, and usually occurs in conjunction with a call center agent who is dealing with the customer.

3) The Customer Care Unit is not limited to post travel issues but rather dealing with customers' issues as they relate to Aer Lingus either pre-booking, during booking, post booking or during and after travel. The majority of these issues relate to post travel but the unit is tasked with addressing the issue of the customer wherever it lies. While access to the PNR and action related to that PNR is required, the bulk of the issues are related to ancillary items such as authorization of refunds, seat assignments, etc. If the solution of the problem includes rebooking any itinerary segment, this can and should be done by a call center agent.

4) Managers will not use ASTRAL for individual bookings that should be referred to the call center.

Agreed: 12/28/07

Ken Karchinski

Norman Riker

As clarification to the above, the following departments use ASTRAL as part of doing their day to day job:

1) Staff Travel: this department is responsible for monitoring the requests and authorizations given to other airlines, and requests from employees for annual concessions as well as clearing T class space for those who are entitled to positive space priority. PNR is set up and queued to Business Development for clearing before being sent to ticketing.

2) Inside Sales: this is the inside sales force supporting the external sales team as well as managing the relationship with certain level retail accounts and tour operators. They are responsible for fam trip itineraries, concession reservations authorized by sales contracts, meal listing for space available upgrades, waitlisting flights for prize letters, processing itinerary changes based on contracts' agreements, and noting records when needed for any special handling.

3) Consumer Sales: this department is responsible for advertising, sales promotion and relationship marketing agreements with key business partners. They are responsible for verifying availability and fares for marketing purposes, and booking prizewinners and partner travel arrangements based on availability and seat allocation.

## **APPENDIX "P"**

### **TICKETING DEPARTMENT FUNCTIONS**

As of the date of signing, the Company and the Union agree that these are the ticketing department functions:

- any transactions requiring paper i.e. Aer Lingus paper tickets, MCO's, etc.
- checks mailed by customers who do not have credit cards.

UNTIL automation process is implemented such as ID Travel or similar system.

- staff ticketing as it currently exists with Yellow and Green Books.
- duty travel tickets on Aer Lingus for EI employees.
- reciprocal tickets EI grants to execs of other airlines.

- special arrangements from sales (i.e. Concessional tickets, ID 75, free or reduced rate tickets based on sales contracts), nets and special created fares for key accounts, prizewinners that pay by check.
- fares that are not filed.
- customer resolution where credit was given to a customer for future travel.
- groups and sales and marketing special arrangements that request EI ticketing.
- handling airport calls requiring ticketing support.
- any ticketing issues that the Senior Agent deems will be too time consuming for an agent (i.e. Multiple processing that is not the norm).

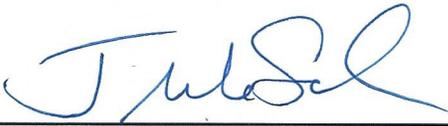
The Company will continue to maintain Ticketing Agent classifications with the understanding that the work will be diminishing and potentially eliminated over the life of the contract. The Company will notify the Union when additional changes might be forthcoming.

**Letter of Understanding – Concerning No Lay-Off Clause in  
the Collective Bargaining Agreement**

The following conditions will apply to the negotiated no lay-off clause contained within the recently ratified Collective Bargaining Agreement valid from **April 1, 2018 – December 31, 2021** concerning the “Non-Verbal” work and the “Call Flow”. This applies to **all** current employees hired prior to the date of ratification.

It is understood and agreed that the intention of the language is to **guarantee the employment of all employees hired prior to the date of ratification and to prevent any employee, from either Collective Bargaining Agreement, from being laid-off for any reason. This guarantee does not apply to employees that are subject to progressive disciplinary or performance issues.**

**Agreed to: December 31, 2018**



**James M. Samuel  
General Chairperson  
IAMAW, District 142**



**Ken Karchinski  
Director of Call Center Sales  
Aer Lingus**

## **APPENDIX “N” OBSOLETE SECTIONS**

### **ARTICLE IV – CLASSIFICATION AND WORK REQUIREMENTS**

#### **(a) Cargo Agent**

The work of Cargo Agent shall consist of the following duties: Performs all warehouse functions. Prepares all required Company and governmental documentation for the expeditious movement of all cargo. Submits all governmental documentation to the appropriate agencies for clearance. Operates all automotive, forklift and office machinery supplied by the Company. Collects all monies due the Company on all shipments. Maintains familiarity with all governmental regulations concerning the movement of air cargo. Maintains and keeps up to date any manuals supplied by the Company concerning the movement of air cargo. Delivers cargo from the warehouse to governmental agencies, consignees or their agents. Maintains contact with and supplies at request information concerning shipments to the shipper or consignee. Transfers cargo to other airlines or designated areas. Performs all clerical and/or other routine office duties as required. When required, opens and reseals packages for customs inspection. Prepares requisitions for office supplies for signature of supervisor, handles and transfers inbound, interline, in-transit and mishandled baggage when required. Cargo agents shall be responsible for safeguarding, accounting for remitting and verifying charges collected.

#### **(b) Senior Cargo Agent**

The work of a Senior Cargo Agent shall be same as that of Cargo Agent and in addition thereto, he will be required to lead, make work assignments subject to review by Duty Supervisor and direct the work of Cargo Agents including preparing and verifying all necessary documents and waybill, contacts with customers and

shippers, correspondence and all other office and clerical work in connection with such duties. Where four (4) or more employees in the Cargo Agent classification are on duty, one (1) of the employees will be a senior. Senior Cargo Agents will not lead and direct the work of more than twelve (12) Cargo Agents including himself. Nothing herein requires a different Senior Agent for each shift starting time. The formula for agents on duty governs.

**(c) Ramp/Weight and Balance Agents**

The work of a Ramp/Weight and Balance Agent will be the same as that of a Station Agent, and in addition thereto he will be required to prepare and sign necessary weight and balance documentation and the same functions as now performed by the Ramp/Weight and Balance Agent in accordance with operational requirements. Perform ramp duties as required.

**(d) Station Agent**

The work of a Station Agent shall consist of the following duties: Sells and issues tickets; checks in passengers and baggage whenever required; furnishes air and ground transportation information, not only to passengers, but to the general public; makes reservations; performs related airport ticket counter services; assists passengers in boarding and disembarking; assists passengers in arranging interline transfers, including driving Company vehicles provided for this purpose; announces arrivals and departures; takes care of post entries; performs Lost and Found duties, including the follow through and preparation of all necessary documents for the expeditious movement of lost and found items to final destination; conveys messages to passengers; know how to handle Company manuals and general schedules; tabulates passengers and baggage weight information and performs traffic watch duties as required.

A Station Agent also manifests passengers and baggage; files revisions in Company manuals; orders supplies; makes hotel reservations for passengers and crews and accompanies and assists

passengers where necessary; sets up inter-space control with reservations; collects fares and excess baggage charges; clears documentation on all arriving aircraft crews and passengers through governmental agencies; prepares incoming aircraft records; compiles and distributes lists of incoming crew members; completes crew schedule board; completes declarations; completes passenger manifests; prepares aircraft log bag for all departing flights and makes necessary distribution of all documents; clears with customs and prepares outgoing trip file; returns all departure passenger manifests after proper validation from the immigration department; maintains familiarity with and follows proper operations and procedures of station manual; performs routine office activities whenever called to do so; advises crew members of delays or other changes in schedules; maintains complete familiarity with rate construction restrictions, Company and governmental rules and regulations. Station Agents performing Ramp/Weight & Balance functions on a relief basis will receive the differential prorated accordingly.

**(e) Senior Station Agent**

The work of a Senior Station Agent shall be the same as that of Station Agent and in addition thereto he will be required to lead, make work assignments subject to review by Duty Supervisor and direct Station Agents in the performance of their duties. Where four (4) or more employees in the Station Agent classification are on duty, one (1) of the employees will be a Senior. Senior Station Agents will not lead and direct the work of more than twelve (12) Station Agents including himself. In the event that it is necessary to assign a Senior Agent to perform the full weight and balance duties during a given shift, such Senior Agent will receive a pro rata share of the monthly differential for this work as set forth in Schedule A.

**(f) Aircraft Mechanic**

With the aid of tools, repair, erect, assemble, dismantle and maintain aircraft and the machinery and mechanical devices or parts in a

satisfactory manner. The work of a Mechanic shall include all work generally recognized as Mechanic's work performed in and about shops, hangars or airfields operated and maintained by the Company, including but not limited to mechanical work involved in dismantling, overhauling, repairing, fabricating, assembling, welding and erecting all parts or airplanes, airplane engines, radio equipment, electrical and electronic systems, hydraulic systems and machine tool work in connection therewith. He must hold such licenses as may be required by applicable law. He must at all times accept the responsibility for work performed by himself and sign for same on the Company's Inspection Routine Sheet and work without supervision. The Mechanic must possess these qualifications: completed apprenticeship or two (2) years mechanical experience on aircraft and A&P license.

(m) The current employees serving as Senior Agents as of the date of signing shall not be reduced in status as a result of the changes in Senior Agent staffing set forth in Articles IV(b) (e) and (j).

The Company will not use the changes in Article IV(b) to significantly change the shifts of the current Senior Cargo Agents, provided that the Company reserves the right to make such changes as would be authorized under the prior Senior Cargo Agent staffing formula. The Company further agrees that it will not reduce the current staffing level of 26 senior agents by more than 50% as a result of the changes set forth in Article IV(b), (e) and (j).

(n) The Company may cross-utilize among Passenger Reservations and City Ticket Office. The company may also cross-utilize among Cargo Reservations and Cargo (JFK). Cross-utilization will be on the following conditions: (1) it will not be used to avoid filling vacancies under Article IX(A); (2) it will not be used to cause or extend a layoff; (3) there will be no change of shift assignments, hours of service, days off or vacations; (4) there will be no downward adjustment of rates of pay due to cross utilization,

and (5) employees will receive the highest applicable rate as between permanent position and cross utilized position.

## **ARTICLE V – HOURS OF SERVICE**

- (i) Rotating days off at the JFK Traffic Department will continue. However, if there is an increase or decrease in business, which the Company considers as justifying changes to fixed days off, the Company shall give notice to the Union that it seeks to implement fixed days off (“the Notice”). In the event that the Notice is given it will be handled as follows:
  - (1) The parties will meet promptly to negotiate any differences or issue arising as a result of the Notice. Said negotiations will be concluded within 45 days of Union receipt of the Notice.
  - (2) If no agreement is reached within the 45-day period set forth in (1) above, all differences will be submitted to binding interest arbitration pursuant to the attached arbitration agreement.
  - (3) The Company will not implement any changes hereunder prior to issuance of an Award or the signing of an agreement.
  - (4) In the event that fixed days off are implemented hereunder, at the Company’s option, the Company may schedule four (4) ten-hour straight-time days with three (3) consecutive days off. Employees working such ten-hour days will receive one (1) hour for lunch.
- (j) Any other provision of this Agreement notwithstanding, it is agreed that in the Traffic Department, the Company may bulletin available fixed days off four (4) times a year on

January 1, April 1, July 1, and October 1, and staff may bid for same on a strictly voluntary basis.

The number of fixed days off and the period of time during which the fixed days off will apply will be at the sole discretion of the Company. Selection of staff to be assigned the fixed days off will be made from among staff submitting bids and will be determined by Union seniority within classification.

### **ARTICLE VIII – SENIORITY**

- (m) All Senior Agents/Ramp/Control/Weight and Balance Agents will accrue seniority within the agent classification at all times for purposes of lay-off and recall. An employee resigning from either of these classifications may fill a vacancy in the agent classification but will lose all senior or weight and balance agent seniority.

### **ARTICLE XVI – GENERAL AND MISCELLANEOUS**

- (d) Standard uniforms, including shirts and blouses, caps, overalls and winter parkas, if required by the Company, shall be furnished without cost to the employee by the Company and will be kept laundered or cleaned by the Company at no expense to the employees. Employees losing such garments shall be required to replace same at their own expense. The Company will furnish Cargo Agents an allowance of \$65 every two (2) years for safety shoes. Employees will first be eligible for the allowance after they work one (1) year. When an employee leaves the service of the Company, such garments will be returned to the Company prior to receiving his last paycheck.

The Company will make available for use as necessary, rain clothing and rain footwear for personnel required to work out

of doors, and will furnish ear plugs and ear muffs for personnel required to work in/near vicinity of jet aircraft. Employees are expected to be well-groomed and present a neat and business-like appearance at all times while on duty or in uniform.

**SCHEDULE “A”  
RATES OF PAY**

<b>Mechanics</b>	<b>Effective Jan 1, 1999</b>	<b>Effective Jan 1, 2000</b>	<b>Effective Jan 1, 2001</b>
Start	\$13.20	\$13.20	\$13.20
After 12 mon.	\$13.91	\$13.91	\$13.91
After 24 mon.	\$14.91	\$14.91	\$14.91
After 36 mon.	\$15.91	\$15.91	\$15.91
After 48 mon.	\$16.96	\$16.96	\$16.96
After 60 mon.	\$17.50	\$17.50	\$17.50
After 72 mon.	\$19.57	\$20.16	\$20.76

**APPENDIX “A”  
PART TIME EMPLOYEES  
PASSENGER SERVICE AND  
CARGO DEPARTMENTS**

The Company may employ part-time employees under the following conditions:

1. Part-time employees may be hired in Passenger Service and Cargo Departments.
2. Part-time employees will maintain membership in the IAM in accordance with provisions of Article XVIII-Union Security.
3. The starting and stopping time of their working hours will be scheduled and posted in accordance with Article V (e). The Company will make up full time employees when part-time employees would otherwise regularly be scheduled on a “back to back” basis. For instance where one part-timer is regularly

- scheduled to work Monday to Friday from 0900 to 1300 and another part-timer is regularly scheduled to work Monday to Friday 1300 to 1700, the two part-timers will be considered as working “back to back” thereby necessitating that a full time position be made up (Monday to Friday 0900 to 1700).
4. A part-time employee may be scheduled for not more than eight (8) hours per day and not more than 24 hours per week. Each part-time employee will have two (2) consecutive days scheduled as regular days off in each week. Roster requests will be handled in accordance with current practice.
  5. Overtime rules for part-timers in the JFK Passenger Service Department are set forth in Appendix E.
  6. The provisions of Article VIII do not apply to part-time employees except that a seniority list will be established for part-time employees for purposes of promotion to full-time status only. Part-time employees who have not completed their probationary period shall not be entitled to promotion to full-time status on a seniority basis. If there are no part-time employees who have completed their probationary period, the Company may fill full-time vacancies as it deems appropriate. Any employee who has completed less than 100 calendar days as a part-time employee and is promoted to full-time status shall have credited to his probationary period under Article 8(f) one half of his days served as a part-timer. Part-time employees promoted to full-time will retain their seniority on a pro-rata basis for bidding purposes.
  7. Except where required to cover (a) Aer Lingus peak operations, e.g., currently the period April – September 30 for Passenger Service and October 1 – April 30 for Cargo, and (b) third party contract work, the total number of part-time employees in Passenger Service or Cargo classifications at JFK, shall not exceed fifty percent (50%) of the full time Agents in that classification. Part-time staff and work assignments shall be in accordance with the collective bargaining agreement unless otherwise agreed to by the

- President/Directing General Chairman, or his designee. Part-time employees will be assigned to a full-time Senior Agent on the shift in accordance with Article IV where such additional work is accomplished.
8. The Company will not employ part-time employees in a department and at a location while full-time employees hired prior to September 28, 1990 are on lay-off and available for work in that department and at that location. In the event of a lay-off affecting full-time employees hired prior to September 28, 1990, the Company may solicit volunteers among the protected full-timers hereunder who may elect part-time status. If electing reduction to part-time status, the employee's rate of pay and medical coverage shall continue unchanged and all other benefits shall be accrued as a part-timer. No severance will be paid. In addition, the volunteers shall retain and continue to accrue seniority as full-time employees with the understanding that when full-time vacancy(s) subsequently occur, the volunteer will return to full-time status with his/her seniority unaffected. If this provision is utilized, the ratios in paragraph 7 hereof shall be maintained. If there are more volunteers hereunder than anticipated layoffs, seniority shall govern. Subsequent full-time vacancies must first be filled by any full-time employee who had volunteered to work part-time. If the subsequent full-time vacancies are fewer than the number of volunteers serving as part-timers, they will be open for bid on a seniority basis; if there are insufficient bidders, the junior volunteers will be returned to full-time status.
  9. Part-time employees will be placed on the wage scale set forth in Schedule A. Upon signing, longevity for purposes of progression on the scale will be on the employee's anniversary date of employment.
  10. Part-time employees will accrue vacation, sick-time, holiday and personal day benefits on a pro-rated scheduled hours basis. Part-time employees shall be entitled to disability insurance, where applicable, and Workers Compensation insurance.

- Part-time employees will be entitled to single medical/dental coverage for the employee as provided in Appendix “B.” Part-time employees shall be entitled to pension in accordance with pension rules and any other applicable benefits as dictated by the labor law.
11. Part-time employees will receive overtime for work in excess of eight (8) scheduled hours in a workday or forty (40) hours in a workweek.
  12. Part-time employees will be eligible to bid for full-time vacancies, as declared by the Company, in the department in which they work. Such vacancies will be filled in seniority order.
  13. This Part-time Agreement will not trigger any involuntary lay-off of full-time employees.
  14. Part-time employees in the Cargo Department may be assigned to all functions regardless of shift worked.

## **APPENDIX “C”**

The current Agreement between Aer Lingus and the I.A.M. & A.W. shall apply to the Mechanics with the following exceptions and/or provisions:

### **1. Article IV- GEM Classification:**

The Company may, at its discretion, establish a Ground Equipment Mechanic (“GEM”) position , which will perform functions, which do not include work on aircraft or aircraft parts. If the Company gives notice of its intent to establish such position, the parties will meet and confer as to terms for a job description and rates of pay under the procedures set forth below. If no agreement is reached within 45 days, the entire matter (except the Company’s right to establish the GEM position) will be subject to interest arbitration as set forth below. At all times, Aircraft Mechanics may be assigned to perform all work in the department, including the GEM

work. No aircraft mechanic shall be laid off while any GEM mechanic remains on the payroll unless the GEM mechanic is employed to handle a type of work not performed by covered employees as of September 28, 1990.

**2. Article V- Hours of Service:**

In the event that the Company wishes to change any of the scheduling provisions on Article V with respect to maintenance, the parties will meet and confer as to said proposal under the procedures set forth below.

**3. Procedures Under Paragraphs 1 and 2 herein:**

In the event that the Company gives notice under either such paragraph 1 or 2 hereof, that notice will not be treated as a notice under section 6 of the Railway Labor Act but will handled as follows:

1. The parties will meet promptly to negotiate any differences or issues arising as a result of the Notice. Said negotiations will be concluded within 45 days of Union of Notice.

2. If no agreement is reached, within the 45-day period set forth in (1) above, the dispute will be submitted to binding interest arbitration pursuant to the attached arbitration agreement.

3. The Company agrees that it will not implement any changes contemplated by the notice until either (i) it reaches agreement with the Union or (ii) arbitration award is issued which establishes its right to do so and the terms, if any upon which it may do so.

**4. Article VIII – Seniority**

Amend Item (i) by deleting the sentence which read: “Employees who have grown old in the service of the Company and become unable to follow their regular work to

advantage, shall be given preference of such light work as they are able to handle in their work classification”

5. **Article IX – Filing Vacancies**

Amend Item (1) by deleting the sentence which reads: “If there is a lay-off in one (1) work unit, and there is an opening in another work unit, the Company will call in the laid-off employee prior to hiring anyone else in that classification, at the laid-off employee’s same salary for three (3) months from the date of entry into his new classification.”

6. **Article XVI – General and Miscellaneous:**

Amend Item (d) by adding the words “Mechanics and” after the words “The Company will furnish” and before the words “Cargo Agents with safety shoes at no cost to the employee.”

Amend Item (i) by deleting the sentence, which reads: “All orders or assignments of work issued to personnel shall be relayed through the respective Supervisor or Senior Agent, to eliminate misunderstanding or disorder.”

7. **Training:**

Introductory training by selected supervisors will be provided for all new hires in the early stages of their employment. Technical training will be provided in accordance with Company Requirements.

**APPENDIX “D”**

**Boston**

In the event that the Company resumes self-handling in Boston, the Union shall have jurisdiction over the work.

**APPENDIX “E”**

**Rules Applicable to JFK Passenger Service**

(a) Overtime Rules for JFK Passenger Service.

(1) A monthly master log of all overtime offered and refused will be maintained by the Shop Stewards/Duty Managers and kept in SDM's office. This log will be kept for a year.

(2) The amount of overtime recorded will be the amount offered or refused (not the amount worked).

(3) On a weekly basis, a sheet will be posted showing all the full-time shifts for the upcoming week. All staff interested in being called for overtime before their shifts or on their days off/vacation should indicate this on the list. This will eliminate the need to call all other staff on days off or vacation.

(4) If overtime is needed, the Duty Manager and Senior Agents will coordinate the overtime requirement as early as possible and agree on the numbers required. The Union agrees to make every effort to provide the coverage required.

(5) It is understood that overtime requiring a specialized agent (able to speak a foreign language or perform Ramp or Weight & Balance duties) will first be offered to persons most qualified for the assignment.

(6) It is agreed that if two or more people are equal on the overtime log, then the overtime will be offered first to the person who has actually worked the most overtime.

(7) It is agreed that if full-time shifts start or end within one and a half hour of each other, then the full-time staff from both shifts would be asked for overtime before part-time staffs from those shifts are asked.

(8) Overtime of up to one hour will be allocated to anyone at that particular location or performing the duty which requires the overtime of one hour or less, regardless of status. Permanent staff will be considered first whenever possible or practical.

(9) Over one hour and up to five hours of overtime: All of the full-time staff on duty will be asked before the overtime is offered to part-timers.

- (10) Over five hours overtime: All of the full-time staff on days off will be asked before the overtime is offered to any part-timers.
- (11) The Duty Manager has the right to delegate the job of asking for overtime. However, this does not change his/her responsibility for adhering to the rules.
- (b) **Article V (E) for JFK Passenger Service**
- (1) Change 72 hours' notice to 40 hours.
  - (2) The Company undertakes to prevent abuse of this Agreement.
- (c) **Vacation Scheduling:** It is agreed that the Company will make all days of the year available for vacation scheduling purposes.

## **APPENDIX "F"**

### **LETTER OF UNDERSTANDING**

In establishing the classification of Ramp/Weight and Balance Agent, the order of seniority will be determined by the time previously spent performing the Ramp/Weight and Balance duties on a permanent basis while working in the Station Agent classification. Employees presently performing the Ramp/Weight and Balance duties on a permanent basis will not be displaced in order to make this Agreement effective.

## **APPENDIX "I"**

Should the company move its entire operation from JFK to another location, that location shall replace JFK for the purposes of this Agreement. This provision is limited to cargo only.

## **APPENDIX "J"**

A. Effective April 1980, participants in the Aer Lingus Shannon Limited Retirement Plan who have met all of the requirements of the Plan will be permitted to retire at age sixty (60) without the

accrued benefit being actuarially reduced at no additional contribution cost to the employee. Effective August 1, 1985 employee contributions to the current Aer Lingus Retirement Plan will no longer be required.

B. Effective January 1, 1999, the early retirement reduction factors for employees between the ages of 50 and 59 who have completed at least 20 years of service shall be as follows:

<b>AGE</b>	<b>FACTOR</b>
59	92%
58	84%
57	76%
56	71%
55	66%
54	61%
53	56%
52	51%
51	48%
50	44%

**APPENDIX “M”:  
LETTER OF AGREEMENT  
REGARDING SUBCONTRACTING**

WHEREAS, the Company has demonstrated to the Union that there exist facility and related problems at the JFK, passenger service and maintenance operations, and

WHEREAS, the Company has announced its intention to participate in an alliance arrangement which will, upon implementation, impact on self-handling at JFK in these departments, and

WHEREAS, the Company has agreed to defer implementation of the terms of this Agreement until September 1, 1999 to give the Union an opportunity to discuss employment issues with any prospective alliance partner, and

WHEREAS, the Company has expressed a willingness to provide alternative job positions in the U.S. for those passenger service and maintenance employees who wish to take such positions or a substantial separation package for those employees who wish to leave the Company.

NOW, THEREFORE, the parties agree as follows:

(1) Utilization of Third-Party Handling

A. The Company shall have the unrestricted right to subcontract, utilizing a handling agent or alliance partner to perform passenger service and maintenance functions at JFK. In the event that the company resumes self-handling of passenger service and/or maintenance at JFK, the Union shall have jurisdiction over such work. The Union agrees that it will not interfere in any way with the Company's subcontracting arrangements, whether at JFK or any other airport location.

**Obsolete Reservation Sales Agents and Senior Reservation Sales Agents/Ticket Agents and Senior Ticket Agents**

(h) **Senior Ticket Agent**

The work of a Senior Ticket Agent shall be the same as that of a Ticket Agent and in addition thereto will be required to: lead and make work assignments and direct agents assigned to ticketing functions. Order ticket stock – and lodgments. Be responsible to the Department Manager. A Senior Ticket Agent shall also be responsible for collecting applicable fares and making deposits of monies collected. There will be one (1) Senior Ticket Agent assigned to each ticket office. In the

event that a Senior Ticket Agent is unavailable to work for periods of one (1) day or longer, a replacement will be designated and paid the applicable premium. Eliminate Senior Ticket Agent position when incumbent as of the effective date of this agreement vacates the position. Thereafter, Ticket Agents will be led and directed by Senior Reservations Sales Agents.

### **Wages and Rules**

- (a) All employees covered by this agreement will progress through their pay scales set forth in Schedule A until December 31, 2010. There will be no increases to wage scale including annual step increases in calendar years 2011 and 2012 (January 1, 2011 – December 31, 2012). The agreed pay freeze will end beginning January 1, 2013. Annual increases to resume on that date with employees eligible to move to the next step on their next anniversary date. For example, an employee hired October 1 moves from Step 6 to Step 7 on October 1, 2010. On October 1, 2013, that employee will move to Step 8.

### **Severance Pay**

- (a) Upon ratification of the contract, the Company will offer a one-time, non-precedent-setting voluntary severance program. Any future severance will be covered under Article XX Section (c). The Company will offer four (4) weeks pay for each completed year of service with a maximum of sixty-eight (68) weeks to employees covered under this agreement who may wish to terminate their employment. Departure date for those staff applying for severance will be determined with the department head. For those staff electing this voluntary severance package and electing continual medical coverage under COBRA, the company will pay the cost of medical coverage for six (6) months provided the employee pays the medical contribution outlined in Appendix B. Thereafter, the

full cost of COBRA coverage shall be borne by the employee. For employees eligible for retiree medical, the Company will provide retiree medical coverage at 33% employee contribution for the first two (2) years and then the generally applicable retiree medical rules and contributions as may apply from time to time shall govern. Additionally, staff electing to participate who are not eligible for retiree travel will be provided with two (2) concessions per year of completed service up to a maximum of eight (8) which may be taken through March 31, 2014 (normal company concessional rules apply).

## **Part Time Employees**

### **APPENDIX “K” PART-TIME EMPLOYEES RESERVATIONS DEPARTMENT**

The following sections from the previous contract’s Appendix “A” shall apply:

1. Part-time employees will maintain membership in the IAM in accordance with provisions of Article XVIII-Union Security.
2. The provisions of Article VIII do not apply to part-time employees except that a seniority list will be established for part-time employees for purposes of promotion to full-time status only. Part-time employees who have not completed their probationary period shall not be entitled to promotion to full-time status on a seniority basis. If there are no part-time employees who have completed their probationary period, the Company may fill full-time vacancies as it deems appropriate. Any employee who has completed less than 100 calendar days as a part-time employee and is promoted to full-time status shall have credited to his probationary period under Article 8(f) one half of his days served as a part-timer. Part-time

employees promoted to full-time will retain their seniority on a pro-rata basis for bidding purposes.

3. Part-time employees will be placed on the wage scale set forth in Schedule A. Upon signing, longevity for purposes of progression on the scale will be on the employee's anniversary date of employment. This will not occur in 2011 and 2012 but will resume in 2013 as per Article XVII.
4. Part-time employees will accrue vacation, sick-time, holiday and personal day benefits on a pro-rated scheduled hours basis. Part-time employees shall be entitled to disability insurance, where applicable, and Workers Compensation insurance. Part-time employees will be entitled to single medical/dental coverage for the employee as provided in Appendix "B." Part-time employees shall be entitled to pension in accordance with pension rules and any other applicable benefits as dictated by the labor law.
5. Part-time employees will receive overtime for work in excess of eight (8) scheduled hours in a workday or forty (40) hours in a workweek.
6. Part-time employees will be eligible to bid for full-time vacancies, as declared by the Company, in the department in which they work. Such vacancies will be filled in seniority order.

The company may employ part-time employees in the Reservations Department under the following conditions:

1. Part-time employees shall not exceed forty percent (40%) of the full-time Agents in the Department. In the event that the Company employs Temporary Agents under Appendix G, (1) such Temporary Agents shall not be included in the total of

- full-time Agents for purposes of determining the maximum number of part-timer employees, and (2) the number of part-time employees allowed shall be reduced by the number of Temporary Agents. For instance, if the Company employs 50 full-time agents and 10 Temporary Agents, it may at that time employ only 10 part-time agents.
2. Part-time shifts cannot be “back-to back” or overlap so as to avoid hiring full-time Agents. There shall be a gap of at least one hour between part-time shifts. Provided that it results in earlier weekday starting times and/or increased days off on weekends for full-time Call Center employees, and further provided that the time from beginning of the first shift to the end of the last shift does not equal or exceed 8 hours, overlapping shifts will not be deemed to violate this paragraph 2.
  3. Part-time shifts shall be scheduled for a maximum of four (4) hours per day, five (5) days per week. Part-time hours of work may be extended beyond their normal scheduled shifts if full-time Agents on duty are unavailable for overtime, until such full-time Agents are available for and accept the overtime.
  4. The starting and stopping time of their working hours will be scheduled and posted in accordance with Article V(e). Each part-time employee will have two (2) consecutive days scheduled as regular days off in each week.
  5. Paragraph 8 of Appendix A shall apply except (a) the first sentence shall be replaced by “The Company will not employ part-time agents in Reservations while full-time employees hired before August 10, 2006 are on lay-off and available for work in the department. The Company may offer said full-time employees reduction to part-time status on a voluntary basis”; and, (b) August 10, 2006 shall replace January 1, 1999.

6. Notwithstanding the provisions of paragraphs 2 and 3 of this Appendix K, a part-time employee working in the call center may be scheduled for up to eight (8) hours per day and up to twenty-four (24) hours per week, provided that the employee is scheduled for eight (8) hour shifts on both Saturday and Sunday. In such event, the employee's remaining hours may be scheduled as either eight (8) hours one day between Monday and Friday, or one (1) or two (2) shifts of four (4) hours between Monday and Friday. Such part-time employees shall not be eligible to be Senior Agents while employed part-time. On eight (8) hour days, these part-time employees will receive meal and rest breaks on the same basis as full-time employees. All such schedules will be bid as per the current agreement.
  - (ii) Any employee at Step 12 as of January 1, 2010 or progressing to Step 12 in 2010 will receive their pay adjustment to the new top of scale rate on their pay anniversary date in 2010.
  - (iii) Progression to each next higher step or to a new rate in 2013 and 2014 will be on the employee's anniversary date of employment. As per Article XVII, this will not occur in 2011 and 2012 but will resume in 2013.