

# COLLECTIVE BARGAINING AGREEMENT



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PIEDMONT AIRLINES, INC. and the FLEET AND PASSENGER SERVICE EMPLOYEES

In the service of PIEDMONT AIRLINES, INC.

As represented by THE COMMUNICATION WORKERS OF AMERICA

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November 5, 2018 through November 4, 2023

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## **PURPOSE OF AGREEMENT**

- A. The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully for the attainment of these purposes. To further these purposes, the Company may request a meeting with the Union, or a Representative of the Union may request a conference with the Company at any time to discuss and deal with any general condition that may arise under the application of this Agreement.
- B. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.
- C. It is understood wherever in this Agreement employees are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.
- D. 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.
- E. The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company.

## **ARTICLE 1**

### **RECOGNITION**

In accordance with Certification Case No. R-7252 by the National Mediation Board, the Communications Workers of America (CWA) is the representative union of the craft or class of Fleet and Passenger Service employees.

## **ARTICLE 2**

### **SCOPE & SUCCESSORSHIP**

- A. This Agreement will be binding upon any successor or assign of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.
- B. In the event of any merger of the Company with another airline which affects the seniority rights of employees covered by this Agreement, provisions will be made for the integration of seniority lists in a fair and equitable manner, including, where applicable, agreement through collective bargaining among or between the surviving airline and the representatives of the employee groups. In the event of a failure to agree, the dispute may be resolved in accordance with Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions provide, however, said procedures will not be provided, if and to the extent they are in conflict with applicable law.
- C. The following additional requirements shall be applicable in the event of a merger:
  - 1. Unless and until any operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Company employees, so long as such recognition is not inconsistent with the Railway Labor Act, as amended, and any applicable rulings or orders of the National Mediation Board.
  - 2. The Company will notify the Union in writing of the merger in a timely manner.
  - 3. The Company or surviving carrier, if different than the Company, shall meet promptly with the Union upon request to discuss the implementation of the requirements of paragraph B, above.
- D. The Company agrees to give the Union thirty (30) days' notice of station opening and station closing unless force majeure.

### **RTICLE 3**

#### **SENIORITY**

- A. Company-wide seniority will be based upon length of active service with the Company and will begin to accrue on an employee's date of hire with the Company.
- B. Fleet and Passenger Service seniority will be based upon length of active service in a position covered by this Agreement and will begin to accrue on an employee's date of hire in a position covered by this Agreement. Nothing herein will be deemed to affect the relative seniority within a particular station in effect prior to the date of signing of this Agreement.
- C. The relative Fleet and Passenger Service seniority of employees whose date of hire in a position covered by this Agreement is the same will be determined by the employees' dates of birth, oldest first.
- D. Except as may otherwise be provided in this Agreement, Fleet and Passenger Service seniority will govern employees in the case of bidding work schedules, vacation preference, furlough , recall, job reassignment (including location movement) based on the needs of the operation and early release.
- E. The Company will post and make available to the Union an updated station seniority list prior to a work schedule bid. The seniority list will contain the name of each employee, his position, and Company and Fleet and Passenger Service seniority dates. An employee will be permitted a period of fourteen (14) calendar days after the posting in which to protest any omission or inaccuracy affecting his seniority. If no protest is made within this fourteen (14) day period, the list, as published, will be deemed correct and no changes will be made thereafter.
- F. An employee who transfers to a Fleet and Passenger Service supervisor position after the date of signing of this Agreement will retain and accrue Fleet and Passenger Service seniority for the first one hundred and eighty (180) consecutive days in such position and thereafter will retain but not accrue Fleet and Passenger Service seniority. An employee holding a Fleet and Passenger Service supervisor or manager position as of the date of signing of this Agreement will retain and accrue Fleet and Passenger Service seniority for the first one hundred and eighty (180) consecutive days after the date of signing and thereafter will retain but not accrue Fleet and Passenger Service seniority. An employee who transfers to any other position with the Company that is not covered by this Agreement will retain, but not accrue, Fleet and Passenger Service seniority. An employee who transfers to a position not covered by this Agreement may exercise his Fleet and Passenger Service seniority to return to a vacancy covered by this Agreement but may not displace an employee.
- G. Company and classification seniority will be forfeited under the following circumstances:
  - 1. Resignation



2. Discharge for just cause
3. Failure to return to service at the expiration of a leave of absence
4. Retirement
5. Expiration of recall rights
6. Or as otherwise provided in this Agreement

## **ARTICLE 4**

### **FILLING OF VACANCIES**

- A. A list of current job assignments covered by this Agreement will be posted -online on a Company website by location. Such list will be updated when job assignments are modified at any particular location. An employee who is interested in being considered for a specific job assignment may submit a standing bid, which will be reviewed at the time that a vacancy occurs.
- B. When a vacancy occurs, and there are insufficient standing bids, the Company will post it online on a Company website for a period of seven (7) days.
  1. Except as provided in paragraph 5., below, bids for vacancies will be awarded no later than the next schedule bid in the following order:
    - a. The most senior employee at the same station who bids the vacancy;
    - b. The most senior employee in the system who bids the vacancy;
    - c. If no employee bids a vacancy, the Company may fill the vacancy by hiring a new employee.
- C. If a vacancy becomes available prior to a new schedule bid, the Company may fill the vacancy temporarily by hiring a new employee. An incumbent employee who has a vacancy bid on file will not be negatively impacted by this process and will be moved to the position temporarily filled by the new hire with the next schedule bid or as soon as he is trained to fill the position, whichever occurs first.
- D. Bids for the positions of Operations Agent, POC, or other specialty positions will be awarded by the Company at the Company's discretion on the basis of qualifications. Seniority will be considered in the award process.
- E. The successful bidder of a vacancy will be promptly notified of the award and its effective date by telephone or in writing (including electronic communication). A written record of the award will be contained in the employee's personnel file. The employee will be given the written record on request. The successful bidder may be held in his current position until his replacement is trained up to a maximum of six (6) weeks.
- F. An employee awarded a vacancy will be prohibited from bidding for another vacancy for a period of six (6) months from the effective date of the award. This prohibition may be waived by the Company.
- G. An employee awarded or assigned a vacancy will be subject to a sixty (60) day probationary period for evaluating the employee's ability to perform the duties of the awarded or assigned vacancy. If the Company determines that the

employee does not have the ability to perform such duties competently, the employee will be returned to his former position.

## **ARTICLE 5**

### **FURLOUGH AND RECALL**

#### A. Furlough

1. If an insufficient number of employees accept voluntary furlough in accordance with paragraph B., below, employees will be involuntarily furloughed in inverse order of seniority at the station and position where the furlough is necessary.
2. An employee to be furloughed will be notified at least twenty-one (21) days in advance of the furlough or receive pay in lieu thereof for any period less than the twenty-one (21) days' notice, except in cases of emergency, strikes, Acts of God or other circumstances beyond the control of the Company. The Company will notify the Union of the reason for the furlough.
3. An employee to be furloughed will have the following options:
  - a. Exercise his seniority to fill a vacancy for which the employee is qualified in the station; if none, then;
  - b. Exercise his seniority to fill a vacancy for which the employee is qualified at another station; if none, then;
  - c. Exercise his seniority to fill any vacancy in the system; if none, then;
  - d. An employee with at least two (2) years of service may bump a more junior employee with less than two (2) years of service anywhere in the system, provided he is qualified to perform the job of the employee he intends to bump;
  - e. Accept furlough at his station.
4. An employee must notify his Station Manager or designee within five (5) days after receipt of notice of furlough as to which of the above options he elects. An employee who fails to provide such notice will be deemed to have elected to be placed on furlough at his station.
5. An employee who is furloughed will accrue seniority, but not longevity, during the furlough.

#### B. Voluntary Furlough

Prior to involuntary furloughing employees, the Company will offer voluntary furloughs.

1. Voluntary furloughs will be granted in order of seniority at the station and position where the furlough is necessary.

2. An employee on voluntary furlough will accrue seniority, but not longevity, during the furlough.
3. The initial voluntary furlough will be for ninety (90) days unless the employee is recalled sooner. An employee on voluntary furlough may request an extension. Any such extensions will be in thirty (30) day increments.
4. Upon the expiration of the voluntary furlough, the employee will return to the station and position he held immediately prior to the voluntary furlough. If the station is closed, the employee will be considered furloughed and may exercise his rights in accordance with this Article.

#### C. Recall

1. A furloughed employee will retain recall rights for four (4) years from the date of the furlough.
2. A furloughed employee must keep Human Resources advised of his current address and telephone number.
3. Recall from furlough will be in order of seniority at the station and position from which furloughed. Recall will be attempted first by phone. If telephone attempts fail, a written notice will be sent to the last address on file with the Company. Refusal to accept delivery constitutes delivery. Once telephone contact is made or the written notice is delivered, the employee will have seven (7) days to notify the Station Manager or designee of his intent to accept recall. Unless otherwise extended by the Company, a furloughed employee will have no less than fourteen (14) days after telephone contact or the delivery of the recall notice to return to service.
4. Furloughed employees will be given preference for vacancies at any station while on furlough. Employees who accept such a vacancy will retain recall rights to their original station and position.
5. If the employee is not recalled to the station and position held at the time of furlough or does not accept a vacancy at another station within four (4) years, all recall rights will be extinguished.

#### D. Vacation Bank Pay Out

Accrued, unused vacation time will be paid to employees who are furloughed.

#### E. Health, Dental & Life Insurance

The Company will continue to pay the Company's portion of the cost of applicable medical/dental and life insurance until the end of the month in which the employee is furloughed. Thereafter, the employee may continue to participate in the group plan by paying for coverage in accordance with COBRA, including the applicable administrative fee.

#### F. Furlough Pay

Employees will be paid furlough pay in accordance with terms no less favorable than the Company policy in effect July 2017 for those employees covered by this Agreement. Employees who transfer due to a station closing will receive furlough pay in accordance with such Company policy provided they remain through the furlough date.

#### G. Travel in Furlough Status

The Company will provide furloughed employees with the maximum benefits and duration of pass privileges that the Company is authorized to offer.

#### H. Pension & Retirement

In accordance with the Piedmont Airlines Inc. 401k Savings Plan and the Internal Revenue Code, participants' vested accounts may be distributed to the participant, rolled into another qualified plan, or maintained in the plan.

## **ARTICLE 6**

### **HOURS OF SERVICE**

#### **A. Work Hours**

The normal scheduled work week for full time employees will consist of forty (40) hours with five (5) scheduled work days and two (2) consecutive days off, and for employees normally scheduled for four (4) work days of ten (10) hour shifts, three (3) consecutive days off. Part time employees may normally be scheduled for varied hours depending on operational needs up to a maximum of thirty (30) hours per week. Part time employees will be required to work fifty percent (50%) of their scheduled hours. An employee may be released from work in seniority order by work group and shift when flight schedules are cancelled or changed for any reason. If an insufficient number of volunteers agree to be released, employees will be released in inverse seniority order.

#### **B. Meal Periods**

For shifts scheduled for six (6) hours or more, an employee will be given a thirty (30) minute unpaid meal period. Reasonable attempts will be made to provide an uninterrupted meal period between the 3rd and the 6th hour of the shift. An employee who is required to work through his meal period will either be paid at the applicable rate for his meal period or, upon mutual agreement of the employee and his manager, released from work thirty (30) minutes before the scheduled end of the shift. An employee who is not provided his full thirty (30) minute meal period will be paid at the applicable rate for the entire meal period or, upon mutual agreement of the employee and his manager, released from the work thirty (30) minutes before the scheduled end of the shift.

#### **C. Rest Breaks**

1. The Company will make every reasonable effort to ensure that employees are provided two (2) fifteen (15) minute break periods for a scheduled shift of at least eight (8) hours.
2. Employees may use non-work periods as break time, or if there is no non-work down-time, an employee on a scheduled shift of at least eight (8) hours and his supervisor will mutually agree on a break period.
3. To the extent applicable law requires that employees covered by this Agreement be provided with different meal periods than are set forth above, and such law cannot be waived by the parties, an employee shall be entitled to the more generous meal period schedule required by law or this Agreement.

#### **D. Schedule Bids**

1. The Company will post at each station a work schedule bid, which will include shift start times and days off other than open time lines in D.7. If applicable, separate work schedule bids will be posted for each position required at a

- station. Work schedules will be bid at least once every six (6) months. The Company will meet with the Union (telephonically or in person) to consider input from the Union when establishing shift schedules at each location; provided however, that the Company may proceed without the Union's input if a Union representative is not available.
2. Work schedule bids will be posted and will remain open for at least fourteen (14) days.
  3. Work schedule bids will be awarded in order of classification seniority and based on their full time or part time status to employees who have completed any necessary training and are qualified to perform the work being bid. Bids will be awarded at least fourteen (14) days before the start of the next bid period.
  4. Permanent shift trades (i.e., for the entire bid) will be considered provided they are received no later than the seventh (7<sup>th</sup>) day of the posting period and are cost neutral to the Company.
  5. If no bid is received from an employee by the bidding deadline, he will be assigned a work schedule in an open position for which he is qualified, if available. Such assignments will be made in seniority order after all submitted lines have been awarded.
  6. An employee on an authorized leave of absence will not be eligible to bid a work schedule if his projected date of return to service is later than the end of the current bid period. Such an employee who returns to service during a bid period for which he was ineligible to bid will be assigned a work schedule. If multiple work schedules are available, the employee may select the work schedule.
  7. Open time lines may be used to cover vacation, leave of absence, training and terminations. If more than one (1) open line exists, open time employees may select from such lines in seniority order.

#### E. Shift Start Times

The Company will establish shift start times based on the needs of the service.

#### F. Shift Trades

1. Qualifications permitting, employees will be permitted to trade shifts with each other.
2. A shift trade must be requested with reasonable advance notice on the appropriate form or method and approved by the manager or the designee. Approval for shift trades will not be unreasonably withheld.
3. Each employee will be responsible for his own attendance on the date and times of the approved trade. Once approved, the shift trade shall not



revert back to the original owner unless by mutual agreement between the employees involved and the Company.

4. The number of shift trades that an agent may work is not limited except that each employee must have at least one (1) day off in every seven (7) consecutive days and no employee may work more than three (3) consecutive full time equivalent shifts in a row.
5. Shift trades between full time and part time agents are permitted.
6. Permanent shift trades shall be administered in accordance with Paragraph D.4 above. Partial shift trades, one way shift trades, and multiple shift trades are subject to management approval.
7. Full time employees are expected to average thirty-two (32) hours to maintain full time status. If an employee does not maintain these hours over a three (3) month period, the Manager will address the issue individually with the employee. The employee will be given a three (3) month period to increase his hours. If the employee fails to maintain the necessary number of average hours, the employee will be required to bid on a part time line at the next bid. The employee will be prohibited from bidding on a full time line for twelve (12) months.
8. A shift trade between a supervisor and an agent is permitted subject to manager approval. If the swap is allowed, no pay adjustment will be made.
9. No overtime will be paid as a result of a shift trade.

The Company may deny any trade request if granting the request would require the Company to pay overtime to either or both employees under applicable law.

10. Violations of the shift trade policy may result in the loss of shift trade privileges.

#### G. Minimum Hours

An employee who is called to report to work on his day off will receive a minimum of four (4) hours of pay.

#### H. Severe Weather or Acts of God

1. Employees must make every reasonable effort to report to work during periods of inclement weather. Employees are not required to report to work if travel is prohibited by state or local authorities.
2. The Company will inform the employees as soon as practical when operations are reduced or cancelled and employees are not required to report to work. If less than a full complement of employees is required due

to severe weather, employees may be granted time off within the work group and shift in seniority order.

3. In the event an employee is late or fails to report due to severe weather conditions (as described in 1 above), the absence will be unpaid unless he opts to use a DAT vacation day or personal day.
4. The Company will inform employees of any transportation news of which it knows that may affect their ability to leave the airport.

## **ARTICLE 7**

### **PROBATION**

- A. An employee will be on probation for the first ninety (90) days in a position covered by this Agreement. This period may be extended for an additional ninety (90) days at the Company's discretion.
- B. If days of work are missed due to sickness, injury, leave of absence or any other reason, the probationary period will be adjusted to meet the probationary requirement.
- C. Employees may be disciplined or discharged at the sole discretion of the Company during the probationary period. The grievance/arbitration procedure will not apply to the discipline or discharge of probationary employees.

## **ARTICLE 8**

### **OVERTIME**

- A. The Company shall solicit volunteers for awarding of overtime prior to mandatory overtime being assigned. The Company shall notify employees of voluntary and mandatory overtime as soon as it is determined that such overtime is required.
- B. Overtime made available for bid at a station will be awarded/assigned in the following order:
  - 1. To the most senior qualified part time employee at the station who volunteers for the assignment; then
  - 2. If no qualified part time employee volunteers, to the most senior qualified full time employee at the station who volunteers for the assignment; then
  - 3. If no qualified full time employees volunteer, shall be assigned to qualified part time employees in inverse order of seniority; then
  - 4. If no qualified part time employees to be assigned, shall be assigned to qualified full time employees in inverse order of seniority.
- C. Mandatory overtime consisting of a shift extension will be assigned first to part time employees on the shift and in the work group where the overtime is needed in inverse seniority order and then to full time employees on the shift and in the work group where the overtime is needed in inverse seniority order. Nothing in this paragraph will prevent the Company from assigning the work to another employee who volunteers for the assignment in lieu of it being assigned to an employee involuntarily.
- D. No employee shall be required to work more than twelve (12) hours per day, unless required to remain on duty (e.g., to cover the last flight of the day).
- E. An employee who volunteers to work a minimum of five (5) hours of overtime on a regularly scheduled day off prior to the Company contacting the employee to assign mandatory overtime shall not be mandatorily assigned overtime on that shift.
- F.
  - 1. The Company will assign mandatory overtime not made available for bid (other than mandatory overtime consisting of a shift extension) first to qualified part time employees at the station in inverse seniority order and then to full time employees at the station in inverse seniority order as soon as practical after becoming aware of the need for such involuntary overtime. In the event that current day mandatory overtime is needed, employees will be given as much notice as possible and at a minimum one (1) hour notice prior to the beginning of the mandatory overtime assignment, excluding acts of God, diversions, mechanical delays, return to

- field/gate, force majeure, or other operational delays not known to the Company more than one (1) hour before the mandatory overtime is deemed to be required.
2. Except for the exclusions specified in F.1. above, in the event that mandatory overtime is assigned with less than one (1) hour notice, the mandatory overtime worked will be paid at one and one-half (1 ½) time rate.
  3. Nothing in this paragraph will prevent the Company from assigning the work to another employee who volunteers for the assignment in lieu of it being assigned to an employee involuntarily.
- G. A rotation method for the assignment of mandatory overtime may be established locally when mandatory overtime coverage is known in advance for specified periods of time. The rotation method will be implemented when mutually agreed to by the Company and Union.
- H. In the event that an individual employee disputes whether he should have been awarded a specific overtime assignment, and the Company agrees with the employee, the employee shall be entitled to receive the next available overtime.
- I. Overtime will be paid at one and one-half (1 ½) times an employee's straight time rate of pay for all hours worked over forty (40) for the work week.
- J. The following will be deemed as hours worked for purposes of overtime calculations:
1. Paid vacation time taken by an employee;
  2. Paid holiday time;
  3. Paid bereavement, leave of absence
  4. Extension of a scheduled shift due to participation in a grievance hearing
- K. Overtime will not be worked without prior authorization or direction from the Company.
- L. An employee who is given a mandatory shift extension will be paid for thirty (30) minutes for the first thirty (30) minutes of the shift extension or fraction thereof, and will be paid for an additional thirty (30) minutes for each subsequent thirty (30) minutes of the shift extension or fraction thereof.
- M. At the station manager's discretion, employees will be given the option of using compensatory time off in lieu of overtime pay. At stations that have decided to permit employees the option of using compensatory time off in lieu of overtime pay, such requests will not be unreasonably denied.
- N. All mandatory overtime assigned to employees who are off duty must be confirmed by the employee.

- O. An employee called in for work on a scheduled day off will be paid a minimum of four (4) hours for such call-in. An employee will be given as much advance notice as possible when called in to work on his day off.
  
- P. An employee who has been assigned mandatory overtime will be afforded a period of not less than eight (8) hours rest from the completion of the mandatory overtime until the start of the employee's next scheduled shift. In the event that this rest period extends into the employee's next scheduled shift, the Company may elect to have the scheduled start time of his next shift delayed to provide for the above minimum eight (8) hour rest period. The employee will be pay protected for the portion of the shift missed, unless the Company extends the entire shift by the amount of the delay. The foregoing minimum rest does not apply in situations where any employee volunteers to work back-to-back shifts. An employee may elect to waive the rest period if the shift is extended.
  
- Q. Overtime lists will be established in Roster Apps for each work group. Only those employees signed up on the overtime list will be contacted during the award process. The Company will maintain two (2) voluntary lists: One (1) list for those employees volunteering to work less than four (4) hours of anticipated overtime, which shall be referred to as the "shift extension overtime list", and one (1) list for those employees volunteering to work four (4) or more hours of voluntary overtime, which shall be referred to as the "overtime list". Paragraph B above shall apply in the award of extension of shift overtime pursuant to this Paragraph Q.

## **ARTICLE 9**

### **TRAINING**

- A. Employees may be required to be trained on job functions performed at their station.
- B. Employees who have completed their probation period and are required to attend training away from their base will be provided with single-room accommodations lodging during training.
- C. All employees attending training away from their base will be paid a per diem allowance for meals in accordance with Company policy. Effective on the first day of the first full pay period following the date of ratification of the renewal Collective Bargaining Agreement, the per diem allowance of \$25.00 shall be increased to \$30.00.
- D. Employees must successfully complete training. A non-probationary employee who fails a first attempt at training will be given a second training attempt. If the employee does not successfully complete the second attempt at required training, he may return to his previous position, if qualified. If there is no such position for which the employee is qualified, his continued employment is at the Company's discretion.
- E. Employees who attend training are expected to act professionally. Employees absent or late for class are subject to the Company's dependability program.
- F. Time spent in scheduled training classes or approved travel to and from training will be considered hours worked for the purposes of Article 8 (Overtime) and Article 13 (Compensation).
- G. Employees are expected to remain current. On a timely basis (i.e., by its due date as published by the Company), each employee shall be required to successfully complete Computer-based Training Courses or the equivalent. The Company will provide at least thirty (30) days' notice of all such required training. The Company shall provide ten (10) days' notice for read and sign and ad-hoc training as agreed to with the Union.
- H. Employees who attend training on a scheduled day off will be paid the greater of the actual time in training or two (2) hours.
- I. Employees shall be allotted time during work hours to complete Company required training.

## **ARTICLE 10**

### **UNIFORMS**

A. An employee will wear the standard uniform and adhere to the appearance standards prescribed by the Company at all times while on duty.

B. Provision and purchase of the initial standard uniform:

The Company shall provide a new employee with two (2) uniform tops, two (2) uniform bottoms and a jacket appropriate to the location and position. The employee will have the option of long or short sleeve tops and pants or shorts. The employee will be responsible for the purchase of the balance of the initial standard uniform items.

C. The amounts owed by an employee for the initial standard uniform may be paid in cash or payroll deducted. Minimum payroll deductions will be \$25 per pay period until paid in full.

D. Upon resignation or termination, any remaining balance for the employee's initial standard uniform will become immediately due and payable. The remaining balance may be deducted from the employee's final paycheck.

E. The Company will make available earplugs, safety vests, lav suits, knee pads and disposable gloves to those employees required to have such equipment to perform their duties.

F. Uniform Allowance

1. On the first day of the employee's anniversary month, he shall receive a \$325 credit to be used to purchase new uniform pieces.
2. \$100 of the \$325 credit will be paid to the employee to be used for the purchase of gloves, shoes and uniform cleaning.
3. The credit will carry over from year to year up to a maximum of \$425 and will replenish on the first day of the anniversary month each year.



## **ARTICLE 11**

### **HOLIDAYS**

A. The following dates are designated as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. A full time employee who does not work the designated holiday as part of his scheduled shift or who is given the holiday off (including vacation and floating holidays) will receive eight (8) hours of holiday pay.

C. A full time employee who works the Holiday as part of his scheduled forty (40) hours will receive eight (8) hours of Holiday Pay and overtime pay at time and a half for all hours worked on the Holiday.

D. A part time employee who does not work the designated holiday as part of his schedule shift or who is given the holiday off (including vacation) will receive four (4) hours of holiday pay.

E. A part time employee who works the Holiday will receive four (4) hours of holiday pay and overtime pay for all hours worked on the holiday.

F. In order to be eligible for holiday pay, full and part time employees must work their scheduled shift both immediately preceding and following the holiday, unless the employee presents proof of illness from a qualified medical examiner or for other reasons submitted (ex: death in family) and proof is accepted by local management personnel. An employee on a leave of absence will not be eligible for holiday pay, nor will an employee who fails to report for work on a holiday as scheduled or directed.

G. If a holiday falls during a vacation, an employee shall be paid for the holiday in addition to vacation.

H. Floating Holidays

1. A full time employee with at least one (1) year of active service with the Company will receive one (1) floating holiday per year in addition to the holidays specified in paragraph A. above.
2. A full time employee with at least two (2) years of active service with the Company will receive a second floating holiday per year.
3. A full time employee will be paid at his applicable straight time rate of pay for hours of work missed while on a floating holiday.

4. An employee eligible for a floating holiday will request it in writing at least forty-eight (48) hours in advance, and such floating holiday will be scheduled by mutual agreement of the employee and the Company.

## ARTICLE 12

### **VACATION**

#### A. Vacation Accrual

1. A full time employee will accrue vacation according to the following schedule:

<u>Years of Completed Service</u>	<u>Hours Accrued</u>
1 Year	40 hours
2 Years	80 hours
7 Years	120 hours
15 or more Years	160 hours

2. On his anniversary date, a full time employee will earn vacation hours accrued during the previous year. Only earned vacation may be taken.
3. A part time employee will accrue vacation according to the following schedule:

<u>Years of Completed Service</u>	<u>Hours Accrued</u>	
2 Years	40 hours	Taken as two (2) twenty hour weeks
7 Years	60 hours	Taken as two (2) thirty (30) hour weeks
10 Years	60 hours	Taken as three (3) twenty hour weeks
15 or more Years	80 hours	Taken as two (2) thirty (30) hour weeks and then one(1) twenty (20) hour week

#### B. Pay for Vacation

1. Except for Day-at-a-Time ("DAT") vacation under paragraph D., below, vacations may be split into periods of not less than forty (40) hours each.
2. An employee will be paid at his applicable straight time rate of pay for all hours of vacation.
3. An employee may elect to rollover one (1) week of vacation from one (1) year to the next.
4. Employees may swap for a day off and use a DAT to be paid up to the applicable maximum DAT vacation specified in paragraph D or E below.

The employee must notify the Company in writing of his intention to utilize DAT vacation for this purpose no later than the day of the swap.

### C. Vacation Bidding and Awarding

1. The Company will post requests for vacation preferences by workgroup for the following year on Company bulletin boards and by electronic method at each station no later than October 15 of each year.
2. Employees must list their vacation preferences no later than November 15. When necessary, an employee may use a proxy to list his vacation preferences.
3. Vacation schedules will be arranged by the Company according to employee preference in order of Company seniority, except that the number of employees who may be on vacation at the same time will be limited by the requirements of the service. The vacation periods awarded or assigned by the Company will be posted on Company bulletin boards and by electronic method at each station no later than December 1.
4. An employee who does not list his vacation preferences by the bid closing date may choose from available vacation weeks on a first come first serve basis throughout the year. If employees fail to schedule vacation the Company may assign vacation to ensure use.
5. An employee may trade his awarded or assigned vacation with an available open vacation period after December 1 by submitting a written request at least fifteen (15) days prior to the awarded or assigned vacation or the available open vacation period he wishes to trade for, whichever is earlier. The written request must indicate the awarded or assigned vacation period(s) to be traded and select the vacation period(s) from available open vacation periods in the same calendar year. Trades will be awarded on a first come, first serve basis.

### D. Day-at-a-Time ("DAT") Vacation for Full time Employees

1. At the time an employee lists his vacation preferences, he may elect to reserve forty (40) hours of vacation for the purpose of taking one (1) to five (5) days of vacation at a time. DAT vacation must be taken in increments equal to the number of hours in the employee's normal shift.
2. Requests for DAT vacation will be granted in order of Company seniority, unless the requirements of the service prevent such requests from being granted.
3. Requests for DAT vacation will be granted or denied by the Company no less than forty-eight (48) hours in advance of the day the employee is requesting off.

4. DAT vacation may be rolled over from one year to the next pursuant to paragraph B.3 above; however in no case shall an employee be able to roll over more than one (1) week of vacation from one (1) year to the next.

E. Day-at-a-Time ("DAT") Vacation for Part time Employees

1. At the time an employee lists his vacation preferences, he may elect to reserve one (1) week of vacation for the purpose of taking DAT vacation, to be paid at ten (10) hours per day.
2. Requests for DAT vacation will be granted in order of Company seniority, unless the requirements of the service prevent such requests from being granted.
3. Requests for DAT vacation will be granted or denied by the Company no less than forty-eight (48) hours in advance of the day the employee is requesting off.

F. Cancellation of Vacation

1. The Company will make every reasonable effort to honor awarded vacation. In the case of unpredicted operational necessity, the Company will give at least two (2) weeks' notice of vacation cancellation, if the circumstances leading to such cancellation are known sufficiently in advance. If the circumstances are not known sufficiently in advance, as much notice as possible will be given.
2. If an employee's vacation is canceled by the Company, he will be paid one and one half times (1 ½) for all hours worked during the cancelled vacation week and permitted to reschedule the vacation by selecting from the remaining available open vacation periods. If there are no such periods by the end of the calendar year, the employee will carry his vacation over to the next year. The employee will be given priority in choosing one (1) week of his vacation in the next year.
3. If an employee's vacation is canceled and the employee immediately advised the Company that cancellation of the vacation will result in the forfeiture of deposits, the Company will reimburse the employee for all reasonable and actual non-refundable deposits made by the employee in reliance upon the originally scheduled dates. The Company may, at its discretion, require the employee to submit documentation of the forfeited deposits. Vacations will be canceled in inverse order of seniority at a station.

- G. If an employee is awarded or assigned a station vacancy or displaced to a new station from his present station, he will reschedule his vacation by selecting from available open vacation periods at the new station. If there are no such periods by the end of the employee's vacation year and a mutual agreement cannot be reached, the employee will carry his vacation over to the next year. If an

employee is displaced, the Company will honor one (1) week of his previously scheduled vacation time from his prior station.

- H. If an employee with at least one (1) year of active service voluntarily leaves the Company, he will be paid for all earned but unused vacation time.
- I. In the event of an employee's death, his earned but unused vacation time will be paid to his estate.
- J. If an employee on vacation is hospitalized because of a medical emergency, he may elect to charge the period of hospitalization to sick leave rather than vacation.
- K. Awarded vacation periods will be scheduled on consecutive days beginning on Monday and ending Sunday. Consistent with operational needs the bid period may be adjusted to permit scheduled days off prior to and following the vacation period.
- L. Before choosing a vacation slot that involves a prime holiday vacation period, management at a station will give due consideration to the vacation preferences of bargaining unit employees by workgroup at the station with more seniority. Management and the shop steward at a station will meet and confer over any concerns regarding the award of vacation.

## **ARTICLE 13**

### **COMPENSATION**

- A. See Scales.
- B. An employee will have the opportunity to earn up to a \$200.00 lump sum performance bonus payment on June 1 and December 1 of each year. An employee who meets the dependability metrics below shall be eligible for a \$100.00 payment for dependability and a \$100.00 payment for training. The lump sum performance bonus will be earned as follows:
  - 1. Dependability

If the employee has two (2) or less Dependability Occurrences in the previous six (6) months.
  - 2. Training

If he successfully completes all of the Company-mandated training within the time frames specified.
- C. If a city, state or local ordinance rate is higher than the start rate on the scale, the employee will be paid the rate until his/her seniority exceeds the ordinance rate, at which point the employee shall progress on the scale annually. This will apply to any other city, state or local ordinance that is higher than the start rate on the scale. The Union shall be notified of any differential applied as a result of any required city, state or local ordinance.
- D. All seasonal stations will be a flat rate.
- E. In the event that the Company, in its sole discretion, finds that any or all of its starting pay rates as specified in this Article, are noncompetitive with local market starting rates for similarly situated jobs, the Company may hire applicants at any station at rates of pay higher than those starting rates specified in this Article. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. The designated starting rate may be higher or lower than previous designated starting rates; however, the starting rate may not be lower than Step 1 or higher than the maximum hourly rate in the applicable pay scale.
- F. In those stations/base/locations where higher starting rates of pay are designated in accordance with this Article, all employees in that classification(s) at that station who are receiving less than the new designated starting rate of pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification(s) in that station/base/location effective the date of hire of a new employee at the higher starting rate.

- G. The Company may determine to pay a city differential in an amount and at stations that it designates using the existing scales in this Agreement and discuss with the Union prior to implementation.
- H. An employee will be paid for actual time worked in hours and fractions of an hour, in minutes, properly reported and verified. An employee may be required to punch in and out at time clocks or other electronic time tracking device.
- I. Paychecks will be distributed via direct deposit bi-weekly (every other Friday).
- J. Paychecks will include an itemized statement of all hours, wages, adjustments and deductions for the pay period, year to date wages, FICA and withholding taxes.
- K. Pay rate increases will be effective with the pay period beginning nearest the employee's anniversary date.
- L. An employee will be eligible for 401K in accordance with the Piedmont Airlines, Inc., Employee Savings Plan.
- M. An employee who successfully completes training and remains proficient to work airline computer reservations systems for two or more carriers will receive \$250 per quarter.
- N. An employee who works a scheduled split shift will receive an extra hour of pay at his straight time rate of pay if the break in his shift is at least two (2) hours in length.
- O. Employees working in the Operations or Tower area in CLT, DCA, PHL or PHX shall receive an Operations differential of one dollar (\$1.00) per hour for all hours worked in these areas. Should the Company determine that an additional location(s) has reached a capacity or level of complexity to warrant an Operational differential, such determination shall be communicated in writing to the Union and the location will also become eligible for the Operations differential.
- P. The rates of pay for any new station not covered by the wage scales in this Agreement shall be established by the Company using the existing scales in the Agreement and discussed with the Union prior to the commencement of the recruiting for any positions covered by this Agreement.
- Q. Effective on the first anniversary date of signing, and each anniversary date thereafter the Company shall designate each calendar year no less than ten (10) Revenue Premium Days ("RPD") by location, to be paid at time and one-half (1.5) to employees who would otherwise be paid at straight time rates. Employees who work on a designated RPD who would otherwise be paid at overtime rates for the RPD will be paid double time (2) for the RPD. This provision shall expire on December 31, 2022.



- R. Provided a renewal agreement is ratified no later than November 30, 2018, an employee with at least one (1) year of completed service as of the date of signing of the Agreement will receive a lump sum date of signing payment equal to 6% of the employee's 2017 W-2 earnings, less applicable taxes and deductions. Such payment shall be made within thirty (30) days of ratification of this Agreement. All employees eligible for a lump sum date of signing payment under this paragraph shall receive a minimum lump sum payment of \$400, less applicable taxes and deductions.
- S. If any employee with at least one year of completed service as of the date of signing and each DOS anniversary date would not receive at least a 3% increase to his total hourly pay rate based on his longevity on the new scale, he will receive a lump sum calculation payment in an amount that would equate to a 3% annual increase (based on prior year W-2 earnings) The same lump sum would apply on DOS and each DOS anniversary date thereafter for the duration of the Agreement.

## **Examples of the 3% Lump Sum Calculation Provision using scale below:**

### **Example 1:**

An employee who has completed one year of service as of the DOS and is covered by the following wage scale will be earning \$10.89 per hour. Assuming the employee completes the second year of service on February 1, 2019, the employee will receive an anniversary date step increase on February 1, 2019. The employee's hourly rate will increase to \$11.29 on February 1, 2019. On DOS+12, the employee's hourly rate will increase from \$11.29 to \$11.79. A 3% increase to \$10.89 would be \$11.22 ( $\$10.89 \times 1.03 = \$11.22$ ). The actual annual increase this employee will receive is 8.26% ( $\$10.89 \times 1.0826 = \$11.79$ ). Since the employee is receiving at least a 3% annual increase as measured between the DOS hourly rate of \$10.89 and the DOS+12 hourly rate of \$11.79, the amount of the DOS+12 increase will not trigger a 3% lump sum minimum adjustment payment.

### **Example 2:**

An employee who has completed 20 years of service as of the DOS+24 and is covered by the following wage scale will be earning \$17.00 per hour. Since the employee is at the top-of-scale rate, there will be no additional wage increase on the employee's anniversary date. However, on DOS+36, the employee's hourly rate will increase from \$17.00 to \$17.25. A 3% increase to \$17.00 would be \$17.51 ( $\$17.00 \times 1.03 = \$17.51$ ). The actual annual wage increase this employee will receive is 1.47% ( $\$17.00 \times 1.0147 = \$17.25$ ). Since the employee will not be receiving at least a 3% annual increase as measured between the DOS+24 hourly rate of \$17.00 and the DOS+36 hourly rate of \$17.25, the amount of the increase will trigger a 3% lump sum minimum adjustment payment on DOS+36. Therefore, the employee will receive a minimum 3% lump sum adjustment payment and it will be calculated as follows:

- 3% minimum increase minus 1.47% actual increase = 1.53% required lump sum adjustment payment
- Assuming this employee's W-2 earnings in the year prior to the YOS+36 increase are \$35,000, the employee will be eligible for a lump sum adjustment payment of \$535.50 ( $\$35,000 \times .0153$ ).

## **Examples of the 3% Lump Sum Calculation Provision using CLT/PHX:**

### **Example 1:**

An employee who has completed one year of service as of the DOS and is covered by the following wage scale will be earning \$12.14 per hour. Assuming the employee completes the second year of service on February 1, 2019, the employee will receive an anniversary date step increase on February 1, 2019. The employee's hourly rate will increase to \$12.54 on February 1, 2019. On DOS+12, the employee's hourly rate will increase from \$12.54 to \$13.04. A 3% increase to \$12.14 would be \$12.50 ( $\$12.14 \times 1.03 = \$12.50$ ). The actual annual increase this employee will receive is 7.4% ( $\$12.14 \times 1.074 = \$13.04$ ). Since the employee is receiving at least a 3% annual increase as measured between the DOS hourly rate of \$12.14 and the DOS+12 hourly rate of \$13.04, the amount of the DOS+12 increase will not trigger a 3% lump sum minimum adjustment payment.

### **Example 2:**

An employee who has completed 20 years of service as of the DOS and is covered by the following wage scale will be earning \$17.60 per hour. Since the employee is at the top-of-scale rate, there will be no additional wage increase on the employee's anniversary date. However, on DOS+12, the employee's hourly rate will increase from \$17.60 to \$18.00. A 3% increase to \$17.60 would be \$18.13 ( $\$17.60 \times 1.03 = \$18.13$ ). The actual annual increase this employee will receive is 2.27% ( $\$17.60 \times 2.27 = \$18.00$ ). Since the employee will not be receiving at least a 3% annual increase as measured between the DOS hourly rate of \$17.60 and the DOS+12 hourly rate of \$18.00, the amount of the increase will trigger a 3% lump sum minimum adjustment payment as of DOS+12. Therefore, the employee will receive a minimum 3% lump sum adjustment payment and it will be calculated as follows:

- 3% minimum increase minus 2.27% actual increase = .73% required lump sum adjustment payment
- Assuming this employee's 2018 W-2 earnings are \$30,000, the employee will receive a lump sum adjustment payment of \$219.00 ( $\$30,000 \times .0073$ ).

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>	
ABE	ILM						
AGS	IPT	Start	\$10.75	\$11.25	\$11.50	\$11.75	\$12.00
AVL	LYH	1	\$10.89	\$11.39	\$11.64	\$11.89	\$12.14
AVP	MDT	2	\$11.29	\$11.79	\$12.04	\$12.29	\$12.54
CAE	MGM	3	\$11.68	\$12.18	\$12.43	\$12.68	\$12.93
CRW	MYR	4	\$12.07	\$12.57	\$12.82	\$13.07	\$13.32
DAB	OAJ	5	\$12.46	\$12.96	\$13.21	\$13.46	\$13.71
ERI	ROA	6	\$12.86	\$13.36	\$13.61	\$13.86	\$14.11
EWN	SAT	7	\$13.25	\$13.75	\$14.00	\$14.25	\$14.50
FAY	SDF	8	\$13.64	\$14.14	\$14.39	\$14.64	\$14.89
FLO	TRI	9	\$14.04	\$14.54	\$14.79	\$15.04	\$15.29
GNV	TYS	10	\$14.43	\$14.93	\$15.18	\$15.43	\$15.68
GPT	VPS	11	\$14.82	\$15.32	\$15.57	\$15.82	\$16.07
GSP		12	\$15.21	\$15.71	\$15.96	\$16.21	\$16.46
HHH		13	\$15.61	\$16.11	\$16.36	\$16.61	\$16.86
HSV		14	\$16.00	\$16.50	\$17.00	\$17.25	\$17.75

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>	
CAK	RIC						
MHT	SBY	Start	\$11.25	\$11.75	\$12.00	\$12.25	\$12.50
ORF	SCE	1	\$11.39	\$11.89	\$12.14	\$12.39	\$12.64
PHF	TUL	2	\$11.79	\$12.29	\$12.54	\$12.79	\$13.04
		3	\$12.18	\$12.68	\$12.93	\$13.18	\$13.43
		4	\$12.57	\$13.07	\$13.32	\$13.57	\$13.82
		5	\$12.96	\$13.46	\$13.71	\$13.96	\$14.21
		6	\$13.36	\$13.86	\$14.11	\$14.36	\$14.61
		7	\$13.75	\$14.25	\$14.50	\$14.75	\$15.00
		8	\$14.14	\$14.64	\$14.89	\$15.14	\$15.39
		9	\$14.54	\$15.04	\$15.29	\$15.54	\$15.79
		10	\$14.93	\$15.43	\$15.68	\$15.93	\$16.18
		11	\$15.32	\$15.82	\$16.07	\$16.32	\$16.57
		12	\$15.71	\$16.21	\$16.46	\$16.71	\$16.96
		13	\$16.11	\$16.61	\$16.86	\$17.11	\$17.36
		14	\$16.50	\$17.00	\$17.50	\$17.75	\$18.25

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>	
BGR	OMA						
MCI	PGV						
		<b>Start</b>	<b>\$11.50</b>	<b>\$12.00</b>	<b>\$12.25</b>	<b>\$12.50</b>	<b>\$12.75</b>
		<b>1</b>	<b>\$11.64</b>	<b>\$12.14</b>	<b>\$12.39</b>	<b>\$12.64</b>	<b>\$12.89</b>
		<b>2</b>	<b>\$12.04</b>	<b>\$12.54</b>	<b>\$12.79</b>	<b>\$13.04</b>	<b>\$13.29</b>
		<b>3</b>	<b>\$12.43</b>	<b>\$12.93</b>	<b>\$13.18</b>	<b>\$13.43</b>	<b>\$13.68</b>
		<b>4</b>	<b>\$12.82</b>	<b>\$13.32</b>	<b>\$13.57</b>	<b>\$13.82</b>	<b>\$14.07</b>
		<b>5</b>	<b>\$13.21</b>	<b>\$13.71</b>	<b>\$13.96</b>	<b>\$14.21</b>	<b>\$14.46</b>
		<b>6</b>	<b>\$13.61</b>	<b>\$14.11</b>	<b>\$14.36</b>	<b>\$14.61</b>	<b>\$14.86</b>
		<b>7</b>	<b>\$14.00</b>	<b>\$14.50</b>	<b>\$14.75</b>	<b>\$15.00</b>	<b>\$15.25</b>
		<b>8</b>	<b>\$14.39</b>	<b>\$14.89</b>	<b>\$15.14</b>	<b>\$15.39</b>	<b>\$15.64</b>
		<b>9</b>	<b>\$14.79</b>	<b>\$15.29</b>	<b>\$15.54</b>	<b>\$15.79</b>	<b>\$16.04</b>
		<b>10</b>	<b>\$15.18</b>	<b>\$15.68</b>	<b>\$15.93</b>	<b>\$16.18</b>	<b>\$16.43</b>
		<b>11</b>	<b>\$15.57</b>	<b>\$16.07</b>	<b>\$16.32</b>	<b>\$16.57</b>	<b>\$16.82</b>
		<b>12</b>	<b>\$15.96</b>	<b>\$16.46</b>	<b>\$16.71</b>	<b>\$16.96</b>	<b>\$17.21</b>
		<b>13</b>	<b>\$16.36</b>	<b>\$16.86</b>	<b>\$17.11</b>	<b>\$17.36</b>	<b>\$17.61</b>
		<b>14</b>	<b>\$16.75</b>	<b>\$17.25</b>	<b>\$17.75</b>	<b>\$18.00</b>	<b>\$18.50</b>

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>	
ALB	SWF						
BTV	SYR						
DRO	TUS						
ITH	YUM						
		<b>Start</b>	<b>\$12.00</b>	<b>\$12.50</b>	<b>\$12.75</b>	<b>\$13.00</b>	<b>\$13.25</b>
		<b>1</b>	<b>\$12.14</b>	<b>\$12.64</b>	<b>\$12.89</b>	<b>\$13.14</b>	<b>\$13.39</b>
		<b>2</b>	<b>\$12.54</b>	<b>\$13.04</b>	<b>\$13.29</b>	<b>\$13.54</b>	<b>\$13.79</b>
		<b>3</b>	<b>\$12.93</b>	<b>\$13.43</b>	<b>\$13.68</b>	<b>\$13.93</b>	<b>\$14.18</b>
		<b>4</b>	<b>\$13.32</b>	<b>\$13.82</b>	<b>\$14.07</b>	<b>\$14.32</b>	<b>\$14.57</b>
		<b>5</b>	<b>\$13.71</b>	<b>\$14.21</b>	<b>\$14.46</b>	<b>\$14.71</b>	<b>\$14.96</b>
		<b>6</b>	<b>\$14.11</b>	<b>\$14.61</b>	<b>\$14.86</b>	<b>\$15.11</b>	<b>\$15.36</b>
		<b>7</b>	<b>\$14.50</b>	<b>\$15.00</b>	<b>\$15.25</b>	<b>\$15.50</b>	<b>\$15.75</b>
		<b>8</b>	<b>\$14.89</b>	<b>\$15.39</b>	<b>\$15.64</b>	<b>\$15.89</b>	<b>\$16.14</b>
		<b>9</b>	<b>\$15.29</b>	<b>\$15.79</b>	<b>\$16.04</b>	<b>\$16.29</b>	<b>\$16.54</b>
		<b>10</b>	<b>\$15.68</b>	<b>\$16.18</b>	<b>\$16.43</b>	<b>\$16.68</b>	<b>\$16.93</b>
		<b>11</b>	<b>\$16.07</b>	<b>\$16.57</b>	<b>\$16.82</b>	<b>\$17.07</b>	<b>\$17.32</b>
		<b>12</b>	<b>\$16.46</b>	<b>\$16.96</b>	<b>\$17.21</b>	<b>\$17.46</b>	<b>\$17.71</b>
		<b>13</b>	<b>\$16.86</b>	<b>\$17.36</b>	<b>\$17.61</b>	<b>\$17.86</b>	<b>\$18.11</b>
		<b>14</b>	<b>\$17.25</b>	<b>\$17.75</b>	<b>\$18.25</b>	<b>\$18.50</b>	<b>\$19.00</b>

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>
CLT	PHX					
	<b>Start</b>	\$12.00	\$12.50	\$12.75	\$13.00	\$13.25
	<b>1</b>	\$12.14	\$12.64	\$12.89	\$13.14	\$13.39
	<b>2</b>	\$12.54	\$13.04	\$13.29	\$13.54	\$13.79
	<b>3</b>	\$12.93	\$13.43	\$13.68	\$13.93	\$14.18
	<b>4</b>	\$13.32	\$13.82	\$14.07	\$14.32	\$14.57
	<b>5</b>	\$13.71	\$14.21	\$14.46	\$14.71	\$14.96
	<b>6</b>	\$14.11	\$14.61	\$14.86	\$15.11	\$15.36
	<b>7</b>	\$14.50	\$15.00	\$15.25	\$15.50	\$15.75
	<b>8</b>	\$14.89	\$15.39	\$15.64	\$15.89	\$16.14
	<b>9</b>	\$15.29	\$15.79	\$16.04	\$16.29	\$16.54
	<b>10</b>	\$15.68	\$16.18	\$16.43	\$16.68	\$16.93
	<b>11</b>	\$16.07	\$16.57	\$16.82	\$17.07	\$17.32
	<b>12</b>	\$16.46	\$16.96	\$17.21	\$17.46	\$17.71
	<b>13</b>	\$16.86	\$17.36	\$17.61	\$17.86	\$18.11
	<b>14</b>	\$17.60	\$18.00	\$18.40	\$18.65	\$20.00

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>
CHO	HVN					
	<b>Start</b>	\$12.25	\$12.75	\$13.00	\$13.25	\$13.50
	<b>1</b>	\$12.39	\$12.89	\$13.14	\$13.39	\$13.64
	<b>2</b>	\$12.79	\$13.29	\$13.54	\$13.79	\$14.04
	<b>3</b>	\$13.18	\$13.68	\$13.93	\$14.18	\$14.43
	<b>4</b>	\$13.57	\$14.07	\$14.32	\$14.57	\$14.82
	<b>5</b>	\$13.96	\$14.46	\$14.71	\$14.96	\$15.21
	<b>6</b>	\$14.36	\$14.86	\$15.11	\$15.36	\$15.61
	<b>7</b>	\$14.75	\$15.25	\$15.50	\$15.75	\$16.00
	<b>8</b>	\$15.14	\$15.64	\$15.89	\$16.14	\$16.39
	<b>9</b>	\$15.54	\$16.04	\$16.29	\$16.54	\$16.79
	<b>10</b>	\$15.93	\$16.43	\$16.68	\$16.93	\$17.18
	<b>11</b>	\$16.32	\$16.82	\$17.07	\$17.32	\$17.57
	<b>12</b>	\$16.71	\$17.21	\$17.46	\$17.71	\$17.96
	<b>13</b>	\$17.11	\$17.61	\$17.86	\$18.11	\$18.36
	<b>14</b>	\$17.50	\$18.00	\$18.50	\$18.75	\$19.25

<u>Wage Scale</u>	<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>
<b>PHL</b>					
<b>Start</b>	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.75</b>	<b>\$14.00</b>	<b>\$14.25</b>
<b>1</b>	<b>\$13.14</b>	<b>\$13.64</b>	<b>\$13.89</b>	<b>\$14.14</b>	<b>\$14.39</b>
<b>2</b>	<b>\$13.54</b>	<b>\$14.04</b>	<b>\$14.29</b>	<b>\$14.54</b>	<b>\$14.79</b>
<b>3</b>	<b>\$13.93</b>	<b>\$14.43</b>	<b>\$14.68</b>	<b>\$14.93</b>	<b>\$15.18</b>
<b>4</b>	<b>\$14.32</b>	<b>\$14.82</b>	<b>\$15.07</b>	<b>\$15.32</b>	<b>\$15.57</b>
<b>5</b>	<b>\$14.71</b>	<b>\$15.21</b>	<b>\$15.46</b>	<b>\$15.71</b>	<b>\$15.96</b>
<b>6</b>	<b>\$15.11</b>	<b>\$15.61</b>	<b>\$15.86</b>	<b>\$16.11</b>	<b>\$16.36</b>
<b>7</b>	<b>\$15.50</b>	<b>\$16.00</b>	<b>\$16.25</b>	<b>\$16.50</b>	<b>\$16.75</b>
<b>8</b>	<b>\$15.89</b>	<b>\$16.39</b>	<b>\$16.64</b>	<b>\$16.89</b>	<b>\$17.14</b>
<b>9</b>	<b>\$16.29</b>	<b>\$16.79</b>	<b>\$17.04</b>	<b>\$17.29</b>	<b>\$17.54</b>
<b>10</b>	<b>\$16.68</b>	<b>\$17.18</b>	<b>\$17.43</b>	<b>\$17.68</b>	<b>\$17.93</b>
<b>11</b>	<b>\$17.07</b>	<b>\$17.57</b>	<b>\$17.82</b>	<b>\$18.07</b>	<b>\$18.32</b>
<b>12</b>	<b>\$17.46</b>	<b>\$17.96</b>	<b>\$18.21</b>	<b>\$18.46</b>	<b>\$18.71</b>
<b>13</b>	<b>\$17.86</b>	<b>\$18.36</b>	<b>\$18.61</b>	<b>\$18.86</b>	<b>\$19.11</b>
<b>14</b>	<b>\$18.25</b>	<b>\$18.75</b>	<b>\$19.25</b>	<b>\$19.50</b>	<b>\$20.00</b>

<u>Wage Scale</u>	<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>
<b>DTW</b>					
<b>Start</b>	<b>\$13.25</b>	<b>\$13.75</b>	<b>\$14.00</b>	<b>\$14.25</b>	<b>\$14.50</b>
<b>1</b>	<b>\$13.39</b>	<b>\$13.89</b>	<b>\$14.14</b>	<b>\$14.39</b>	<b>\$14.64</b>
<b>2</b>	<b>\$13.79</b>	<b>\$14.29</b>	<b>\$14.54</b>	<b>\$14.79</b>	<b>\$15.04</b>
<b>3</b>	<b>\$14.18</b>	<b>\$14.68</b>	<b>\$14.93</b>	<b>\$15.18</b>	<b>\$15.43</b>
<b>4</b>	<b>\$14.57</b>	<b>\$15.07</b>	<b>\$15.32</b>	<b>\$15.57</b>	<b>\$15.82</b>
<b>5</b>	<b>\$14.96</b>	<b>\$15.46</b>	<b>\$15.71</b>	<b>\$15.96</b>	<b>\$16.21</b>
<b>6</b>	<b>\$15.36</b>	<b>\$15.86</b>	<b>\$16.11</b>	<b>\$16.36</b>	<b>\$16.61</b>
<b>7</b>	<b>\$15.75</b>	<b>\$16.25</b>	<b>\$16.50</b>	<b>\$16.75</b>	<b>\$17.00</b>
<b>8</b>	<b>\$16.14</b>	<b>\$16.64</b>	<b>\$16.89</b>	<b>\$17.14</b>	<b>\$17.39</b>
<b>9</b>	<b>\$16.54</b>	<b>\$17.04</b>	<b>\$17.29</b>	<b>\$17.54</b>	<b>\$17.79</b>
<b>10</b>	<b>\$16.93</b>	<b>\$17.43</b>	<b>\$17.68</b>	<b>\$17.93</b>	<b>\$18.18</b>
<b>11</b>	<b>\$17.32</b>	<b>\$17.82</b>	<b>\$18.07</b>	<b>\$18.32</b>	<b>\$18.57</b>
<b>12</b>	<b>\$17.71</b>	<b>\$18.21</b>	<b>\$18.46</b>	<b>\$18.71</b>	<b>\$18.96</b>
<b>13</b>	<b>\$18.11</b>	<b>\$18.61</b>	<b>\$18.86</b>	<b>\$19.11</b>	<b>\$19.36</b>
<b>14</b>	<b>\$18.50</b>	<b>\$19.00</b>	<b>\$19.50</b>	<b>\$19.75</b>	<b>\$20.25</b>

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>	
<b>BOS</b>		<b>Start</b>	<b>\$14.00</b>	<b>\$14.50</b>	<b>\$14.75</b>	<b>\$15.00</b>	<b>\$15.25</b>
	<b>1</b>	<b>\$14.14</b>	<b>\$14.64</b>	<b>\$14.89</b>	<b>\$15.14</b>	<b>\$15.39</b>	
	<b>2</b>	<b>\$14.54</b>	<b>\$15.04</b>	<b>\$15.29</b>	<b>\$15.54</b>	<b>\$15.79</b>	
	<b>3</b>	<b>\$14.93</b>	<b>\$15.43</b>	<b>\$15.68</b>	<b>\$15.93</b>	<b>\$16.18</b>	
	<b>4</b>	<b>\$15.32</b>	<b>\$15.82</b>	<b>\$16.07</b>	<b>\$16.32</b>	<b>\$16.57</b>	
	<b>5</b>	<b>\$15.71</b>	<b>\$16.21</b>	<b>\$16.46</b>	<b>\$16.71</b>	<b>\$16.96</b>	
	<b>6</b>	<b>\$16.11</b>	<b>\$16.61</b>	<b>\$16.86</b>	<b>\$17.11</b>	<b>\$17.36</b>	
	<b>7</b>	<b>\$16.50</b>	<b>\$17.00</b>	<b>\$17.25</b>	<b>\$17.50</b>	<b>\$17.75</b>	
	<b>8</b>	<b>\$16.89</b>	<b>\$17.39</b>	<b>\$17.64</b>	<b>\$17.89</b>	<b>\$18.14</b>	
	<b>9</b>	<b>\$17.29</b>	<b>\$17.79</b>	<b>\$18.04</b>	<b>\$18.29</b>	<b>\$18.54</b>	
	<b>10</b>	<b>\$17.68</b>	<b>\$18.18</b>	<b>\$18.43</b>	<b>\$18.68</b>	<b>\$18.93</b>	
	<b>11</b>	<b>\$18.07</b>	<b>\$18.57</b>	<b>\$18.82</b>	<b>\$19.07</b>	<b>\$19.32</b>	
	<b>12</b>	<b>\$18.46</b>	<b>\$18.96</b>	<b>\$19.21</b>	<b>\$19.46</b>	<b>\$19.71</b>	
	<b>13</b>	<b>\$18.86</b>	<b>\$19.36</b>	<b>\$19.61</b>	<b>\$19.86</b>	<b>\$20.11</b>	
	<b>14</b>	<b>\$19.25</b>	<b>\$19.75</b>	<b>\$20.25</b>	<b>\$20.50</b>	<b>\$21.00</b>	

<u>Wage Scale</u>		<u>DOS</u>	<u>DOS + 12</u>	<u>DOS + 24</u>	<u>DOS + 36</u>	<u>DOS + 48</u>	
<b>BFL</b>	<b>OAK</b>	<b>Start</b>	<b>\$14.25</b>	<b>\$14.75</b>	<b>\$15.00</b>	<b>\$15.25</b>	<b>\$15.50</b>
<b>FAT</b>	<b>PWM</b>	<b>1</b>	<b>\$14.39</b>	<b>\$14.89</b>	<b>\$15.14</b>	<b>\$15.39</b>	<b>\$15.64</b>
<b>HPN</b>	<b>SBP</b>	<b>2</b>	<b>\$14.79</b>	<b>\$15.29</b>	<b>\$15.54</b>	<b>\$15.79</b>	<b>\$16.04</b>
<b>ISP</b>	<b>SNA</b>	<b>3</b>	<b>\$15.18</b>	<b>\$15.68</b>	<b>\$15.93</b>	<b>\$16.18</b>	<b>\$16.43</b>
<b>LGB</b>	<b>STS</b>	<b>4</b>	<b>\$15.57</b>	<b>\$16.07</b>	<b>\$16.32</b>	<b>\$16.57</b>	<b>\$16.82</b>
		<b>5</b>	<b>\$15.96</b>	<b>\$16.46</b>	<b>\$16.71</b>	<b>\$16.96</b>	<b>\$17.21</b>
		<b>6</b>	<b>\$16.36</b>	<b>\$16.86</b>	<b>\$17.11</b>	<b>\$17.36</b>	<b>\$17.61</b>
		<b>7</b>	<b>\$16.75</b>	<b>\$17.25</b>	<b>\$17.50</b>	<b>\$17.75</b>	<b>\$18.00</b>
		<b>8</b>	<b>\$17.14</b>	<b>\$17.64</b>	<b>\$17.89</b>	<b>\$18.14</b>	<b>\$18.39</b>
		<b>9</b>	<b>\$17.54</b>	<b>\$18.04</b>	<b>\$18.29</b>	<b>\$18.54</b>	<b>\$18.79</b>
		<b>10</b>	<b>\$17.93</b>	<b>\$18.43</b>	<b>\$18.68</b>	<b>\$18.93</b>	<b>\$19.18</b>
		<b>11</b>	<b>\$18.32</b>	<b>\$18.82</b>	<b>\$19.07</b>	<b>\$19.32</b>	<b>\$19.57</b>
		<b>12</b>	<b>\$18.71</b>	<b>\$19.21</b>	<b>\$19.46</b>	<b>\$19.71</b>	<b>\$19.96</b>
		<b>13</b>	<b>\$19.11</b>	<b>\$19.61</b>	<b>\$19.86</b>	<b>\$20.11</b>	<b>\$20.36</b>
		<b>14</b>	<b>\$19.50</b>	<b>\$20.00</b>	<b>\$20.50</b>	<b>\$20.75</b>	<b>\$21.25</b>



**Wage Scale**

**DCA    FLG**

**IAD**

	<b>DOS</b>	<b>DOS + 12</b>	<b>DOS + 24</b>	<b>DOS + 36</b>	<b>DOS + 48</b>
<b>Start</b>	<b>\$14.75</b>	<b>\$15.25</b>	<b>\$15.50</b>	<b>\$15.75</b>	<b>\$16.00</b>
<b>1</b>	<b>\$14.89</b>	<b>\$15.39</b>	<b>\$15.64</b>	<b>\$15.89</b>	<b>\$16.14</b>
<b>2</b>	<b>\$15.29</b>	<b>\$15.79</b>	<b>\$16.04</b>	<b>\$16.29</b>	<b>\$16.54</b>
<b>3</b>	<b>\$15.68</b>	<b>\$16.18</b>	<b>\$16.43</b>	<b>\$16.68</b>	<b>\$16.93</b>
<b>4</b>	<b>\$16.07</b>	<b>\$16.57</b>	<b>\$16.82</b>	<b>\$17.07</b>	<b>\$17.32</b>
<b>5</b>	<b>\$16.46</b>	<b>\$16.96</b>	<b>\$17.21</b>	<b>\$17.46</b>	<b>\$17.71</b>
<b>6</b>	<b>\$16.86</b>	<b>\$17.36</b>	<b>\$17.61</b>	<b>\$17.86</b>	<b>\$18.11</b>
<b>7</b>	<b>\$17.25</b>	<b>\$17.75</b>	<b>\$18.00</b>	<b>\$18.25</b>	<b>\$18.50</b>
<b>8</b>	<b>\$17.64</b>	<b>\$18.14</b>	<b>\$18.39</b>	<b>\$18.64</b>	<b>\$18.89</b>
<b>9</b>	<b>\$18.04</b>	<b>\$18.54</b>	<b>\$18.79</b>	<b>\$19.04</b>	<b>\$19.29</b>
<b>10</b>	<b>\$18.43</b>	<b>\$18.93</b>	<b>\$19.18</b>	<b>\$19.43</b>	<b>\$19.68</b>
<b>11</b>	<b>\$18.82</b>	<b>\$19.32</b>	<b>\$19.57</b>	<b>\$19.82</b>	<b>\$20.07</b>
<b>12</b>	<b>\$19.21</b>	<b>\$19.71</b>	<b>\$19.96</b>	<b>\$20.21</b>	<b>\$20.46</b>
<b>13</b>	<b>\$19.61</b>	<b>\$20.11</b>	<b>\$20.36</b>	<b>\$20.61</b>	<b>\$20.86</b>
<b>14</b>	<b>\$20.00</b>	<b>\$20.50</b>	<b>\$21.00</b>	<b>\$21.25</b>	<b>\$21.75</b>

## **ARTICLE 14**

### **LEAVES OF ABSENCE**

#### A. Personal Leave of Absence

Upon written request to a Company designated representative, the Company may, at its discretion, grant an employee an unpaid personal leave of absence. Such request will not be unreasonably denied. An employee will retain and accrue Fleet and Passenger Service seniority but not longevity for purposes of pay and benefits during the leave. No employee on a personal leave of absence may be gainfully employed without first receiving written approval from the Company.

#### B. Medical Leave of Absence

Upon written request to a Company designated representative accompanied by satisfactory medical evidence of his inability to perform the duties of his position, an employee, who is either ineligible for or has exhausted his sick leave, will be granted an unpaid medical leave of absence not to exceed a continuous period of two (2) years. During such leave, an employee will retain and accrue Fleet and Passenger Service seniority. An employee will accrue longevity for purposes of pay and benefits for the first ninety (90) days of such leave and thereafter retain longevity.

#### C. Union Leave of Absence

At the request of the Union and with thirty (30) days' notice, an employee will be granted an unpaid leave of absence to accept employment with the Union for a minimum duration of thirty (30) days up to three (3) years. No more than twelve (12) employees may be on Union leave of absence at any one time. During such leave, an employee will retain and accrue Fleet and Passenger Service seniority. An employee will accrue longevity for purposes of pay and benefits while on such leave. The Union will provide an estimated return date for each employee on Union leave and the employee will provide a minimum of seven (7) days' notice of intent to return at the end of the leave.

#### D. Family and Medical/Military Leaves of Absence

Requests for military, and family and medical leaves of absence will be granted in accordance with applicable law. Such leaves will be unpaid except as provided herein. Employees must exhaust sick and then vacation time if the leave is for their own illness. Employees must exhaust vacation time if the leave is to care for a family member. An employee on a military or family and medical leave of absence will retain and accrue seniority and longevity.

#### E. Workers' Compensation

The Benefits Coordinator will administer Worker's Compensation claims in accordance with the applicable rules and regulations. It is the responsibility of the employee to report any occupational injury or illness within forty-eight (48) hours or

as soon as possible. A co-worker may report an injury to a supervisor or Company representative should the employee be physically unable.

#### F. Jury Duty

1. An employee who is summoned to jury duty will notify a Company designated representative as far in advance as possible of the scheduled jury duty.
2. An employee will be granted an excused absence to serve jury duty. An employee will be paid at his straight time rate of pay for all scheduled hours of work missed while on jury duty, minus any amount the employee receives from the court. No salary adjustment will be made for transportation, meals or other allowances granted by the court.
3. When jury duty has ended, an employee will not be required to report to work until his next scheduled duty assignment after the day on which he was released from jury duty. An employee called for jury duty whose services in court are not required on a day that he was scheduled to work must report to work.
4. When jury duty has ended, the employee must furnish the Company with a written statement provided by the court validating his dates of attendance.
5. Employees who are required to appear in court as a result of a subpoena or to give a deposition to an attorney or to a law enforcement official may request time off without pay which will not be unreasonably denied.

#### G. Bereavement Leave

1. In the event of the death of his spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild, or legal guardian, ward or domestic partner, an employee will be granted a bereavement leave of absence for up to three (3) days. A death certificate or an obituary notice from a church or newspaper will be accepted a proof of eligibility for bereavement leave.
2. An employee will be paid at his regular straight-time rate of pay for scheduled hours missed because of bereavement leave.
3. Upon request, the Company may grant, at its discretion, additional leave in the event of unusual circumstances. An employee will use earned vacation time, if available, to be paid at his straight time rate of pay for scheduled work hours missed while on such additional leave, or such leave will be unpaid.
4. If a death in the immediate family occurs during an employee's vacation, bereavement leave under this provision will commence on the date of death. The vacation will be rescheduled by mutual agreement of the employee and the Company.

## H. Parental Leave

1. An employee will be allowed two (2) paid and one (1) unpaid day off from work due to the birth or adoption of a child. The foregoing days off for the birth of a child shall not be provided to any employee who takes an equivalent or greater number of days off for maternity leave (STD).
2. An employee will be paid at his regular straight time rate of pay for scheduled hours missed for the two (2) paid days because of parental leave.

## I. General

1. An employee's return to work after a leave of absence must be coordinated with a Company designated representative. The Company may require, if applicable, a physician's statement verifying that the employee is able to perform the duties of the position to which he is returning.
2. An employee returning from a leave of absence will return to the position and station to which he was assigned immediately before the leave began, subject to any necessary training in accordance with Section 9 (Training) of this Agreement and provided the employee has sufficient seniority to hold the former position and station. If the employee cannot hold the position or the station no longer exists, the provisions of Section 4 (Filling of Vacancies) will apply.

## **ARTICLE 15**

### **SICK LEAVE**

- A. A full time employee will accrue four (4) hours of sick leave for each month of active service with the Company up to a maximum of three hundred (300) hours. Sick leave is earned and will be credited to the employee's sick leave bank on the last day of the month in which it accrues and may be taken in following months. A part time employee will accrue one (1) hour of sick leave for each thirty (30) hours worked up to a maximum of forty (40) hours per year and may roll over a maximum of forty (40) hours per year.
- B. Provided he has sufficient time in his sick leave bank, an employee who is absent from work because of illness or non-occupational injury will receive sick leave pay for the number of hours of work missed, calculated at his straight time rate of pay. An equivalent number of hours will be deducted from the employee's sick leave bank. An employee who has exhausted his sick leave may elect to use earned vacation time to be paid for any additional hours of work missed because of illness or non-occupational injury.
- C. An employee who is unable to report to work because of illness or injury must notify his immediate supervisor at least one (1) hour prior to the scheduled start of his shift on the first day of the absence and each day thereafter if he remains unable to report for work, unless otherwise mutually agreed between the supervisor and the employee.
- D. In addition to Article 16 Medical Examinations, the Company will require a medical examiner's written release before the employee is allowed to return to work after an illness or injury when a medical examiner previously provided such note holding them out of service or when the Company has reason to suspect the misuse or abuse of sick leave. The statement will verify the date of the employee's full release to return to full duty.
- E. Benefits for occupational injuries will be in accordance with the applicable Workers' Compensation laws.
- F. Employees' existing sick leave banks on the date of signing of this Agreement will not be altered as a result of this Agreement.
- G. Sick Leave Repurchase Program
  - 1. An employee who has more than fifty six (56) hours in his sick leave bank is eligible for the Sick Leave Repurchase Program.
  - 2. At the end of each calendar year an employee will have the option to be compensated at his straight time rate of pay for up to forty-eight (48) hours of sick leave if such leave is available in their sick bank provided the repurchase does not reduce his bank below fifty six (56) hours.

- H. An employee who voluntarily resigns or is terminated from his employment with the Company will not be compensated for any time remaining in his sick leave bank and is not eligible to participate in the Sick Leave Repurchase Program.
- I. An employee may use sick leave on an hourly basis in cases where an employee leaves work early due to an illness.
- J. To the fullest extent permitted by law, this CBA shall operate to waive the provisions of any paid sick leave laws that are inconsistent with the terms of this CBA, and shall supersede and be considered to have fulfilled all requirements of such laws of the various ordinances and state laws. In addition, to the extent applicable law is inconsistent with the terms of this CBA, and such law is not waivable, an employee shall be entitled to the more generous paid sick leave protections provided by applicable law or this CBA.
- K. Employees who submit written documentation of illness or injury from a qualified medical examiner may shift trade for coverage of their shift and use hours from their sick bank to make up the time. This documentation must be submitted to the Company as soon as possible but no later than the day the employee returns to work.

## **ARTICLE 16**

### **MEDICAL EXAMINATION**

- A. Employees may be required to submit to a Company paid medical examination at the time of employment and at such time as a Company official determines that an employee's physical or mental condition may impair the performance of his duties or poses a safety hazard to him, other employees or customers. The Company official will document the observations and/or reason(s) that lead to the requirement for a medical examination. The employee, upon request to Human Resources, shall be furnished a copy of the Company's medical examiner's report and a copy of the observations and/or reason(s) that led to the requirement for the medical examination.
- B. Any information obtained by or as a result of a Company's medical examination and information received by the Company from the employee's medical examiner and/or a neutral medical examiner, shall be strictly confidential between the Company officials directly involved in the case, its insurance carriers, the Company's doctor, and the employee, and shall not be divulged to any other person without the written permission of the employee.
- C. Any employee who fails to pass and/or is removed from service as a result of a Company medical examination may, at his option, have a review of his case as outlined below.
  - 1. Within fifteen (15) days of the failed examination and/or removal from service, he may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination was made by the Company's medical examiner.
  - 2. A copy of the findings of the medical examiner chosen by the employee will be furnished to Human Resources within fifteen (15) days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case will be afforded.
  - 3. In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and neutral medical examiner, preferably a specialist, for the purpose of making a further medical examination of the employee to determine his fitness for duty.
  - 4. Such three (3) medical examiners, one (1) representing the Company, one (1) representing the employee affected, and one (1) neutral medical examiner approved by the Company medical examiner and the employee's medical examiner will constitute a board of three (3), the majority vote of which will decide the case.

- D. The expense of employing the neutral medical examiner will be borne one-half ( $\frac{1}{2}$ ) by the employee and one-half ( $\frac{1}{2}$ ) by the Company. Copies of such medical examiner's report will be furnished to Human Resources and the employee.
- E. If the majority opinion of the Board of the three (3) medical examiners upholds the employee's case, he will be restored to his former job and be paid for time lost, at his base rate of pay, less any amount he may have received as compensation during the interim period and/or less any amount of pay lost as a result of the employee unreasonably delaying the medical examination process. In addition, the employee will be reimbursed for his share of the expense of employing a neutral medical examiner.
- F. The above procedures do not apply in the case of time sensitive examinations, such as an examination required by law.
- G. Nothing in this Article shall prevent an employee from exercising his rights under the grievance procedures of this Agreement.



## **ARTICLE 17**

### **BENEFITS**

The Company will continue to make available health, dental, life, and short-term and long-term disability insurance benefits as set forth herein. Should it become necessary to change benefit levels, the Company will notify the Union before they are implemented.

#### A. Health and Dental Insurance

1. Employees will be eligible for coverage under the Health and Dental Insurance plan on the sixtieth (60) day of active service with the Company.
2. Employees may enroll or add dependents to the coverage of the plan at open enrollment, or within thirty-one (31) days of a qualifying change in status under the plan including upgrade to full time, loss of other insurance coverage, or the addition of a new dependent through birth, marriage, or adoption.
3. The Company may require an employee to submit periodic certification that his dependents are not eligible for health and/or dental coverage through their employers (if employed).
4. Employees may voluntarily elect to waive all medical and dental benefits and receive a premium of \$50.00 per month. The Full time Benefit Waiver Form must be signed and received before the premium is paid to an employee. Employees may enroll in medical and dental benefits during open enrollment.
5. Employees who are enrolled in medical insurance will pay the following monthly premium (18% of the costs of the fully insured rate adjusted annually). Effective January 1, 2018 the rates are as follows:

\$120.99	Single
\$216.57	Employee/Child
\$252.87	Employee/Spouse
\$260.13	Family (employee, spouse, child)
\$337.57	Family (employee, spouse, children)

Effective January 1, 2020, employees who are enrolled in medical insurance will pay 19% of the costs of the fully insured rate adjusted annually. The Company shall have the discretion to lower the employee percentage, either for the employees as a whole or on an individual employee basis.

6. Employees who are enrolled in dental insurance will pay the following monthly premium (18% of the costs of the fully insured rate adjusted annually). Effective January 1, 2018 the rates are as follows:

\$6.04	Single
\$16.91	Family

Effective January 1, 2020, employees who are enrolled in dental insurance will pay 19% of the costs of the fully insured rate adjusted annually. The Company shall have the discretion to lower the employee percentage, either for the employees as a whole or on an individual employee basis.

7. Employees with more than three (3) years of service may continue to receive health and dental insurance while on a leave of absence by paying the applicable employee contribution rates. Employees with more than one (1) year of service and less than three (3) years of service may continue to receive health and dental insurance for up to twenty-six (26) weeks while on a leave of absence by paying the applicable employee contribution rates.
8. Part time employees who work an average of thirty (30) or more hours per week during a six (6) month look-back shall be eligible for the same or similar health insurance plan that is available to part time employees as of the date of signing of this Agreement. The six (6) month look-back window will be done twice per calendar year. The employee cost share shall be no greater than twenty-five per cent (25%) of the full cost of the coverage.

#### B. Disability Insurance

1. Full time employees will be eligible for coverage under the Short Term Disability Insurance on the sixtieth (60) day of active service with the Company. Eligibility for benefits for non-work related injuries or illnesses will be governed by the Plan terms.
2. The Short Term Disability plan provides benefits equal to 66 2/3% of the employee's base pay, up to the plan maximum of \$500 per week. The Company will pay the full cost of the benefit. Short Term Disability commences on the first day of an injury, and on the eighth day of an illness or the first day of hospitalization for an illness, whichever is earlier, and continues for up to a maximum of twenty-six (26) weeks. An employee will not be eligible for Short Term Disability benefits until he has exhausted his earned sick and vacation leave. Family Medical Leave will run concurrently with Short Term Disability.
3. Full time employees will be eligible for coverage under the Long Term Disability Insurance after two (2) years of service. Eligibility for benefits for non-work related injuries or illnesses will be governed by the Plan terms.
4. The Long Term Disability plan provides benefits equal to 60% of the employee's base pay, offset by social security disability benefits received, up to the plan maximum of \$5,000 per month. Long Term disability commences after exhaustion of Short Term Disability benefits and continues until age sixty-five (65), retirement or death, whichever occurs first.

5. To be eligible to receive Short Term or Long Term Disability Insurance benefits, an employee must immediately notify his manager of injury or illness and provide the manager with a physician's statement certifying that he is unable to perform the duties of his classification. Appropriate forms to initiate a claim for Short Term or Long Term Disability Insurance benefits can be obtained from the Benefits Department. The employee must provide all information requested by the Company and the insurance carrier. The insurance carrier will notify the employee whether benefits are approved under the plan and the disability time period in which benefits are payable.
6. An employee who receives Short Term or Long Term Disability Insurance benefits must submit a signed "Release to Work" form from his attending physician before returning to work.

#### C. Life Insurance

The Company will provide a full time employee with \$40,000 of life insurance and AD&D insurance at no cost to the employee.

## **ARTICLE 18**

### **SAFETY AND HEALTH**

- A. Employees will be required to observe all safety regulations and policies issued by the Company and to work in a safe manner. Employees will be covered on applicable safety regulations and policies.
- B. The Company will maintain safe and sanitary conditions in all work areas. Company vehicles and equipment will be inspected in accordance with state and airport regulations and will be maintained in safe working order. An employee will not be required to work in unsafe or unsanitary areas or under unsafe or unsanitary conditions. An employee will immediately notify the Company of an unsafe or unsanitary area or condition and will suffer no retaliation from the Company or the Union for doing so.
- C. The Company will furnish first aid equipment and necessary safety devices and protective equipment for employees.
- D. The System-wide Safety Committee and Local Station Safety Committees will assist the Company in reviewing, investigating and resolving safety concerns. The Company and Union will meet to discuss the structure and role of these committees.
- E. The Company will pay a fine levied against an employee through no fault of his own for operating a Company vehicle within the scope of his employment that fails to comply with state or airport regulations.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE**

- A. A grievance is a dispute between the parties concerning either the discipline or discharge of a non-probationary employee or a dispute between the parties arising out of the interpretation or application of any of the terms of this Agreement. Prior to filing a grievance, the Union representative and the employee, if the employee desires the assistance of his steward, will attempt to discuss the dispute with the employee's manager or designee in an effort to resolve the dispute. The manager or designee will respond to the Union within five (5) days of the discussion. In the absence of a discussion, the dispute may be grieved at Step One in Paragraph D below.
- B. Both the Company and the Union have the right to investigate the facts relating to a dispute between the parties and the Company and the Union agree to assist each other in the conduct of such investigations.
1. Nothing herein will prohibit the Company from holding an employee out of service without pay pending an investigation. Should the Union request an update on the status and progress of the investigation, the Company shall provide it.
  2. If an employee is held out of service without pay pending investigation and is subsequently exonerated of the charges, he will be made whole as it pertains to wages, seniority, longevity and benefits, and his personnel file will be cleared of all references to the incident.
  3. The Company shall make every reasonable effort to conduct such investigation as expeditiously as possible.
- C. A grievance arising out of the application or interpretation of the terms of this Agreement must contain a reference to the provision(s) of the Agreement alleged to have been violated and a statement of the facts involved, sufficiently detailed to allow investigation of the incident.

#### D. Steps

##### 1. Step One

A written grievance must be filed with the Station Manager within twenty (20) days after the affected employee became aware or reasonably should have become aware of the circumstances from which the dispute arises. The Station Manager or designee will hold a hearing within fifteen (15) days following receipt of the grievance. Within fifteen (15) days after the completion of the hearing, the Company will issue its decision in writing to the employee, unless further investigation is required, in which case the Company will notify the employee and the Union for the reasons of the delay.

- a. Group grievances or et al grievances arising from discipline may be submitted to the Local Station Manager.
- b. Group grievances or et al grievances any other grievances filed by an International Representative arising from system-wide contract interpretation disputes may be submitted directly to the Vice President of Human Resources or her designee for immediate submission to the System Board. Nothing will prevent the Vice President of Human Resources or her designee to meet and discuss and possibly resolve with the Union before submission to the System Board of Adjustment.

## 2. Step Two

- a. If the decision of the Company is not satisfactory to the employee or the Union, it may be appealed by the Union to the System Board of Adjustment within fifteen (15) days after receipt of the decision by serving written notice on the Vice President of Human Resources or her designee.
  - b. Notwithstanding paragraph D.2. (a) above, and by mutual agreement of the parties, Step Two appeal hearings will be held telephonically at a pre-System Board step, unless either party requests that the meeting be held face-to-face. Once scheduled, the call/meeting may not be cancelled within forty-eight (48) hours except in the event of extenuating circumstances. The Company will supply a written decision within two (2) business days of the call. If the parties are unable to resolve any matter at the pre-System Board step, the Union may appeal such matter to the System Board of Adjustment within fifteen (15) days after receipt of the decision by serving written notice on the Vice President of Human Resources or her designee.
- E. If an employee or the Union fails to comply with the time limits prescribed in this Article, the decision of the Company will be final and binding. If the Company fails to comply with the time limits prescribed in this Article, the grievance will be deemed automatically appealed to the next step. All time limits in this Article may be extended, in writing, by mutual agreement.
- F. At any meeting or hearing conducted under this Article, an employee is entitled to be represented by a steward of his choice, provided that the selection of a specific steward does not cause an unreasonable delay in the proceedings.
- G. An employee may opt to have the steward represent him without the employee being present during the Step 1 or Step 2 grievance meeting. In such circumstances, the Union will review with the Company in advance of the meeting.

## **ARTICLE 20**

### **SYSTEM BOARD OF ADJUSTMENT**

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is hereby established for the purpose of deciding disputes arising under this Agreement that are properly submitted to it. This Board will be known as the "Fleet and Passenger Service Employees' System Board of Adjustment," hereinafter referred to as the "Board."
- B. The Board will consist of four (4) members, two (2) selected by the Union and two (2) selected by the Company. The Board Members must either be employees of the Company or Union Representatives, except an individual may not serve as a Board Member in a case in which he was directly involved in.
1. The office of Chairman will be filled alternately by the parties. A Union representative will serve as the first Chairman.
  2. The Discipline Board will meet monthly at PHL, CLT, and PHX offices of the Company, unless a different place for the meeting is jointly agreed upon by the Company and the Union, and provided there are cases to be heard on the docket. The meetings will continue in session until all matters before it have been considered or within the agreed upon time frame once the schedule is set or as otherwise mutually agreed upon in writing.
  3. The Contract Interpretation Board will meet quarterly at rotating among the PHL, CLT, and PHX offices of the Company on the first Tuesday of each quarter, unless a different place or time for the meeting is jointly agreed upon by the Company and the Union. The meetings will continue in session until all matters before it have been considered or within the agreed upon time frame once the schedule is set or as otherwise mutually agreed upon in writing.
  4. The Company will be advised fourteen (14) days in advance of the grievances to be heard at System Board to include the Union Representative handling each grievance. If the Union Representative is scheduled to work on that day, the Union must notify his Station Manager or his designee as soon as the assignment is made but no later than fourteen (14) days in advance.
  5. In cases of discharge, a CWA Representative and the Vice President of Human Resources or designee will meet to determine whether the case will bypass the four (4) member Board and be submitted directly to a three (3) member Board with a Neutral Chairman selected in accordance with paragraph G., below. If there is no agreement, the case will remain at the four (4) member Board.
  6. Members of the Board and any required advocate(s) who are employees of the Company will be afforded the necessary pass privileges to attend

Board hearings. The number of advocates will be limited to the extent possible to minimize the blocking of revenue seats.

- C. Except as provided herein, the Board will have jurisdiction over all disputes which arise out of disciplinary or discharge grievances or out of the interpretation or application of any of the terms of this Agreement. The Board does not have the authority to add to or subtract or otherwise modify the language of the Agreement.
- D. If the Board deadlocks, the Union or the Company may appeal the case to arbitration within thirty (30) days of the day the System Board deadlocks or the grievance shall be considered to be waived and may not thereafter be submitted to Arbitration or any adjustment in any forum.
- E. For employees with less than five (5) years of Fleet and Passenger Service seniority, disciplinary action that occurs as a result of theft, term pass violations, physical violence, or drug and alcohol testing violations, only the issue of whether the employee engaged in the alleged misconduct may be the subject of a submission to the System Board of Adjustment.
- F. The Board will consider any grievance properly submitted to it by the Union or the Company when such matter has not been previously settled in accordance with the terms provided for in this Agreement.
- G. Grievances submitted to the Board will be addressed to the Vice President of Human Resources or her designee.
  - 1. Each submission will include:
    - a. Question(s) at issue;
    - b. Statement of Facts;
    - c. Position of the employee(s) or the Union;
    - d. Position of the Company; and
    - e. Relief requested.
  - 2. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the grievance and its position to the Board.
  - 3. Unless the Company and the Union agree upon a combination of grievances to be presented to the Board, each grievance presented will be treated as a separate case.
- H. Following a hearing of a grievance properly submitted to it, the Board will attempt to decide the case. If a majority of the Board Members concurs, they will render a decision in writing at the conclusion of the Board hearing. Decisions of the Board



in matters properly referable to it will be final and binding. If a majority of the Board Members does not concur on a grievance, a "Neutral Board Member," will be selected in accordance with paragraph G., below, to become a member of the Board. The Board will consist of three (3) members; the neutral, one (1) representative from the Company and one (1) representative from the Union.

- I. When a Neutral Board Member is necessary to resolve a grievance, the Company and the Union will select the Neutral Board Member from the panel of arbitrators listed below. If the Company and the Union cannot agree upon the Neutral Board Member or a method for selecting him, the Neutral Board Member will be selected from the panel by using an alternate strike method.
  1. Charlotte Gold
  2. Frederic Horowitz
  3. Ira Jaffe
  4. Joyce Klein
  5. George Nicolau
  6. Richard Perkovich
  7. Martin F. Scheinman
  8. Gil Vernon
  9. Christine VerPloeg
- J. In coordination with the Neutral Board Member, the parties will set a time and date for the hearing. The Neutral Board Member will preside at meetings and hearings of the Board and will serve as Chairman. It will be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits and argument at hearings to the end that a fair, prompt and orderly hearing of the grievance is afforded.
- K. The decision of the Neutral Board Member will be final and binding.
- L. The expenses and compensation of the Neutral Board Member will be borne equally by the parties.
- M. Employees may be represented at Board hearings by such person or persons as they may designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented orally or in writing or both.
- N. The number of witnesses summoned at any one time will not be greater than the number which can be spared without interference with the operation of the Company. Witnesses providing testimony will do so under oath.

- O. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of giving testimony in good faith.
- P. Each of the parties will assume the compensation, travel expenses and other expenses of the witnesses called by it.
- Q. It is mutually agreed that a stenographic report is to be taken of all Neutral Board hearings, and that the cost will be borne equally by both parties to the dispute.

## **ARTICLE 21**

### **NO STRIKE, NO LOCK-OUT**

- A. During the term of this Agreement, the Company will not lock out any employee covered hereby, and neither the Union nor the employees will authorize, encourage or take part in any strike, slowdown, picketing (other than informational picketing), sympathy strike or other concerted interference with the operation of the Company.
- B. An employee who participates in the activities prohibited in paragraph A., above, will be subject to disciplinary action.

## **ARTICLE 22**

### **UNION REPRESENTATION**

- A. The Company will provide the Union with up to an hour to address each new hire class of employees either before or after a scheduled orientation or training session.
- B. The Company will make space available at each station for a bulletin board of adequate size for the exclusive use of the Union to post notices relating to Union meetings and other Union business. Posted materials will not contain derogatory, defamatory, or inflammatory material.
- C. Union representatives who are employees will be released to attend System Board Hearings as necessary, provided the Union gives advance notice to the Company as soon as the employees' presence at the System Board Hearing is confirmed, but in no case less than fourteen (14) days prior to the date of the hearing. In addition, the Union will make a reasonable effort to consolidate the assignment of cases in order to minimize the number of employees to be released from the operations.
- D. An authorized Union representative who is not a Piedmont employee, after notifying management with as much advance notice as possible, will be given access to Piedmont break rooms to transact Union business as is necessary for the administration of the contract, so long as such access is not prohibited by applicable airport or TSA regulation. Such Union business will not interfere with the operation of the Company.
- E. The Company will meet and confer with the Union in advance of any changes to these policies and any changes to the Employee Handbook and Policy and Procedures Handbook.
- F. A station manager will meet with Union representatives at mutually agreeable times and will not refuse reasonable requests to meet. When a Union representative is scheduled to meet with a Company representative, he/she will be granted space positive travel. Such meetings will be coordinated in advance with the Company by authorized Union officials from the Local Union office or the National Union office.
- G. The Union will designate up to fifteen (15) employees to handle Union business. Full time employees will not lose their full time status regardless of actual hours worked. Part time employees will not be adversely affected if they trade below the minimum hours' requirement as referenced in Article 27.G. Once a Quarter, the Union will submit any changes in the list of employees.
- H. A Union steward will be able to attend an investigatory meeting of an employee where the result of such meeting may result in disciplinary action.
- I. An employee will be entitled to Union representation at a disciplinary meeting.

- J. A Union representative who is an employee of the Company will be permitted to use his space available travel privileges to conduct Union business.
- K. Authorized representatives of the Union shall be allowed excused time, paid at the employee's pay rate, to attend Union Management meetings requested by the Company.
- L. Consistent with the requirements of the operation, the Company will allow short-term requests for time off without pay for employees designated by the Union to attend conferences, training, to assist in the Local Union office or for other short-term Union business. The Company shall be given a minimum of one (1) week's notice in advance of such requests.

## **ARTICLE 23**

### **UNION SECURITY and MAINTENANCE of MEMBERSHIP**

- A. Each employee shall, as a condition of continued employment, within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of, and thereafter maintain membership in good standing in the Union except as provided otherwise herein.
- B. For the purposes of this Section, "membership in good standing in the Union" shall consist of payment by the employee of dues (as described herein) for each calendar month not later than the last day of the second following calendar month, as may be levied in accordance with procedures set forth in the Union's Constitution. Each employee of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of employment, beginning sixty (60) days after the effective date of this Agreement or sixty (60) days after the completion of his probationary period, whichever is later, to pay the Union each month a service charge as a contribution for the administration of the Agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the Union's regular and usual monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues uniformly required as a condition of acquiring or retaining membership.
- C. All rights of an employee under this Agreement and such supplements and amendments as may apply are contingent upon his or her acquisition and maintenance of membership in good standing in the Union or by paying the applicable service charge.
- D. If any employee of the Company covered by this Agreement becomes delinquent in the payment of this service charge or any Union member becomes delinquent in payment of his dues, the Union shall notify such employee by certified mail, return receipt requested, copy to the Company's Vice President of Human Resources, that he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that he must remit the required payment within a period of thirty (30) days or be discharged. If, upon the expiration of the thirty (30) day period, the employee still remains delinquent, the Union shall certify in writing to the Company's Vice President of Human Resources, copy to the employee that the employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Company will, within ten (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union, as defined above.
- E. When new employees are hired into classifications covered by this Agreement, the Company will furnish to the Union the names, home addresses and location of employment of such employees within thirty (30) calendar days after they are hired.

- F. Upon receipt by the Company of a signed authorization to the Union of dues and payable to the Union, the Company will deduct from the employee's check such dues as are uniformly required as a condition for acquiring or retaining membership or the applicable service charge. This assignment shall be revocable by written notice of the employee and such notice will be sent in duplicate by certified or registered mail to the Union, or upon the termination date of the applicable collective bargaining agreement, whichever occurs sooner.
- G. An employee who has executed a dues authorization and who has been transferred or promoted to a position to which the provision of this Agreement are not applicable (excluding "temporary" or "acting" promotions or transfers) or who quits, resigns or is discharged for just cause from the Company shall be deemed to have automatically revoked his or her assignment as of the date of such action. If he or she transfers back or returns to a position to which the provisions of this Agreement are applicable or is rehired, further deductions of Union dues will be made only upon the execution and receipt by the Union of a new dues authorization.
- H. Deductions provided for in this Section shall be remitted to the properly authorized Union official during the month following the deduction, and the Company will furnish a record of the names of those employees from whom deductions have been made.
- I. No Deductions shall be made for employees for any period during which they are on unpaid leave.
- J. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reasons of the provisions of this Section, including attorney's fees and costs incurred in the defense of any such action. The Company shall promptly notify the Union of any such claim of liability made against the Company.

## **ARTICLE 24**

### **GENERAL AND MISCELLANEOUS**

- A. The Company will furnish each employee with an identification card and, if necessary, an airport identification badge. Replacement costs for lost identification cards/badges will be the responsibility of the employee.
- B. All formal agreements, amendments, deletions and additions to this Agreement will be made by written mutual agreement and signed by the designative representative(s) of the Company and the CWA. The Company and the Union will provide written notice of authorized representatives.
- C. An employee will not be interfered with, restrained, coerced, or discriminated against by the Company because of his membership in or lawful activity on behalf of the Union.
- D. This Agreement and the letters in Appendix A will be binding on both the Company and the Union and will supersede any and all agreements or previously executed agreements between the Company and any other organization representing employees.
- E. Employees and their eligible family members will be provided free and reduced rate travel privileges as are extended to other Company employee groups in accordance with Company policy, as may be amended.
- F. An employee, upon written request with at least two (2) business days' notice, will be permitted to inspect and copy his personnel file during normal business hours. The Union, or its representative, will be provided access to a grievant's personnel file, with written permission from the grievant, for review in any disciplinary or discharge case.
- G. The Company will post a copy of this Agreement on the Piedmont Airlines website accessible for download by employees and provide for each new hire.
- H. The Company will continue to apply limited duty moving and travel expenses in a consistent manner.
- I. Employees will be permitted to use personal electronic equipment in break rooms during non-working time.
- J. Any employee working on a TDY assignment will receive positive-space transportation between the TDY station to report for the TDY assignment and his permanent station as necessary for days off. An employee returning from TDY shall have the option to have a scheduled day off before returning to duty.
- K. The Company will provide the Union with an updated list of active and leave of absence employees at each location to include name, DOH, ADOH, position, base, and status on each January 15 and July 15.



- L. An employee who is not working will be allowed to leave his working area with permission of his supervisor.
- M. The Company and the Union will meet to discuss the future function and composition of the employee committees.
- N. Employees covered by this Agreement who were credited with their years of service from a prior company for the purposes of pay and bidding at their station will continue to be honored.
- O. An employee whose flight benefits or swap privileges are suspended as a result of failing to complete required training by the required date will have his flight benefits or swap privileges reinstated upon successful completion of the training. The Company will not suspend both flight benefits and swap privileges as a result of failing to complete required training. This does not impact any other discipline that is administered as a result of repeated failure to complete the training.
- P. The Company will administer dependability and other disciplinary matters on separate tracks. Nothing herein will preclude the Company from taking an employee's dependability into account in determining the appropriate level of discipline to administer.
- Q. Disciplinary letters will become inactive and will not be referred to in a subsequent discipline or discharge action after twelve (12) months from the date of the disciplinary letter.
- R. Absent extenuating circumstances, all disciplinary letters will be issued within twenty-one (21) days from the date of the incident or the date the Company is aware of the incident whichever is later. This time limit will not apply to investigations requiring response from an external agency.

## **ARTICLE 25**

### **POLITICAL ACTION FUND**

- A. The Company shall deduct and transmit to the Communications Workers of America Political Action Fund, 501 Third Street, N.W., Washington, D.C. 20001 contributions to CWA from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by CWA. Such forms received by the Company's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month.
- B. The Company shall remit to CWA Political Action Fund at the address above via electronic submission or one (1) check covering all deductions made in the prior month no later than the fifteenth (15th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction.
- C. An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to CWA Political Action Fund and the Company's payroll department.
- D. CWA shall indemnify and hold harmless the Company from any claims which may be made by employees arising out of or related to the application of this Letter of Agreement.

## **ARTICLE 26**

### **NON-DISCRIMINATION**

- A. The Company will recruit, hire, transfer, train and make all other employment decisions without regard to race, color, religion, sex, age, national origin, ancestry, handicap, disability, veteran status, sexual orientation, genetic information or any other legally protected characteristic. The Company is committed to maintaining a work environment that is free from all forms of unlawful intimidation and harassment, including sexual harassment.
- B. Unlawful harassment is conduct, whether verbal, physical, or visual that denigrates or shows hostility toward an individual because of his or her race, color, religion, gender, national origin, ancestry, age, disability, or other legally protected characteristic, and that is so severe or pervasive that it creates, in the view of a reasonable person, an intimidating, hostile, or offensive working environment.
- C. All employees should work in an environment free from unlawful discrimination and harassment. The Company will not permit employees to engage in unlawful discriminatory practices, including sexual harassment, or harassment based on race, color, religion, national origin, ancestry, age, disability, or any other legally protected characteristic. Any form of unlawful harassment is strictly prohibited and will not be tolerated.
- D. The Company will not condone retaliation resulting from the reporting of a complaint of discrimination or harassment.

## **ARTICLE 27**

### **PART TIME EMPLOYEES**

- A. The provisions of this Agreement will apply to part time employees except as otherwise stated in this Article.
- B. The provisions of Article 14 (Leaves of Absence) will not apply to part time employees except as follows:
1. A part time employee is eligible for the following unpaid leaves of absence
    - a. Personal leave of Absence
    - b. Medical Leave of Absence
    - c. Family and Medical Leave of Absence (if he satisfies the statutory eligibility requirements)
    - d. Military Leave of Absence
    - e. Union Leave of Absence
  2. Jury Duty Leave of Absence
    - a. A part time employee who is summoned to jury duty will notify a Company designated representative as far in advance as possible of the scheduled jury duty.
    - b. A part time employee will be granted a leave of absence to serve jury duty. A part time employee will be paid at his straight time rate of pay for all scheduled hours of work missed while on a jury duty leave of absence, up to a maximum of forty (40) hours per year, minus any amount the employee receives from the court. No salary adjustment will be made for transportation, meals or other allowances granted by the court.
  3. Bereavement Leave: A part time employee with at least two (2) years of active service will be entitled to bereavement leave as set forth in Article 14, and will be paid at his regular straight-time rate of pay for scheduled hours missed because of bereavement leave.
- C. The provisions of Article 15.A. (Sick Leave) will not apply to part time employees except that:

A part time employee will accrue one (1) hour of sick leave for each thirty (30) hours worked up to a maximum of forty (40) hours per year and may roll over a maximum of forty (40) hours per year.

D. The provisions of Article 17 (Benefits) shall not apply to part time employees except that:

Part time employees who work an average of thirty (30) or more hours per week during a six (6) month look-back shall be eligible for the same or similar health insurance plan that is available to part time employees as of the date of signing. The six (6) month look-back window will be done twice per calendar year. The employee cost share shall be no greater than twenty-five per cent (25%) of the full cost of the coverage.

E. The provisions of Article 11 (Holidays) will not apply to part time employees except that:

1. A part time employee who works a holiday as designated in Article 11 will receive four (4) hours of holiday pay and overtime pay for all hours worked on the holiday.
2. A part time employee who does not work the designated holiday as part of his scheduled shift or who is given the holiday off will receive four (4) hours of holiday pay. If a holiday falls during a vacation, a part time employee shall be paid for the holiday in addition to the vacation.
3. In order to be eligible for holiday pay as set forth in subparagraph 1., above, a part time employee must work his scheduled shift both immediately preceding and following the holiday, unless the employee presents proof of illness from a qualified medical examiner or for other reasons submitted (ex: death in family) and proof is accepted by local management personnel.
4. A part time employee on a leave of absence will not be eligible for holiday pay, nor will a part time employee who fails to report for work on a holiday as scheduled or directed.

F. The provisions of Article 12 (Vacation) will apply to part time employees with the following exceptions:

1. A part time employee will accrue vacation according to the following schedule:

<u>Years of Completed Service</u>	<u>Hours Accrued</u>	
2 Years	40 hours	Taken as two (2) twenty hour weeks
7 Years	60 hours	Taken as two (2) thirty (30) hour weeks
15 or more Years	80 hours	Taken as two (2) thirty (30) hour weeks and then one(1) twenty (20) hour week

2. Part time employees will bid for vacation in accordance with local procedure.
- G. A part time employee will be required to work a minimum number of hours in accordance with Article 6 (Hours of Service). This minimum number will be set by the Company. Employees who fail to meet this minimum hour standard will not be permitted to swap.
- H. A part time employee on an involuntary shift extension of more than two (2) hours will be paid at time and one-half after the second hour of the shift extension.
- I. Day-at-a-Time ("DAT") Vacation for Part time Employees
1. At the time an employee lists his vacation preferences, he may elect to reserve one (1) week of vacation for the purpose of taking DAT vacation, to be paid at ten (10) hours per day.
  2. Requests for DAT vacation will be granted in order of Company seniority, unless the requirements of the service prevent such requests from being granted.
  3. Requests for DAT vacation will be granted or denied by the Company no less than forty-eight (48) hours in advance of the day the employee is requesting off.

## **ARTICLE 28**

### **ALCOHOL AND DRUG TESTING**

- A. Employees will be tested for alcohol and drug use, and such use will be handled and treated, pursuant to the Company's alcohol and drug policy and in accordance with the applicable FAA and DOT regulations. Any changes to FAA and DOT regulations will be implemented and not subject to negotiations.
- B. The Company will continue to administer and apply the Company's non-DOT alcohol and drug policy. Before implementing any changes to that policy, the Company will negotiate such changes with the Union.

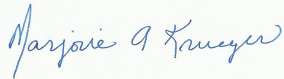
**ARTICLE 29**

**DURATION**

- A. This Agreement shall become effective on November 5, 2018 and shall remain in full force and effect pursuant to the Railway Labor Act through November 4, 2023 and shall then renew itself without change each succeeding year thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) but not more than one hundred eighty (180) days prior to the amendable date or any subsequent anniversary of the amendable date thereafter, as applicable.

IN WITNESS WHEREOF, the parties have signed this Agreement this 5th day of November, 2018.

FOR COMMUNICATIONS WORKERS  
OF AMERICA



Marjorie Krueger  
Director of Airline Passenger Service



Paul Castaneda  
Staff Representative



Vonda Hardy  
Staff Representative



Donielle Prophete  
Vice President Local 3645

FOR PIEDMONT AIRLINES, INC.



Lyle Hogg  
President



Michelle R. Foose  
Vice President of Human Resources



Eric Morgan  
Vice President of Customer Service





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Bruce Diep  
Area 3 Representative Local 7040



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John Priddy  
Steward Local 13301

May 18, 2017

**RE: Flexible Schedules**

Dear Ms. Krueger,

During the last round of bargaining leading to the current Agreement that became effective on August 6, 2012, the parties agreed to the establishment of flexible schedules for a limited number of employees at DCA.

This letter shall confirm that the affected employees at DCA on the above-referenced flexible schedules will be grandfathered to their schedules until they vacate the schedules by moving to a different schedule, location, position or any other reason. The grandfathered flexible schedules will not be backfilled.

Should the Company identify a need to establish future flexible schedules for employees with similar special scheduling needs, it will discuss the establishment of the schedules with the Union in advance of implementation, and the same grandfathering and backfill rules noted above will apply.

Sincerely,

*Michelle R. Foose*

Michelle Foose  
Vice President, Human Resources

AGREED:



\_\_\_\_\_  
Marge Krueger  
Administrative Director, CWA

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between**  
**PIEDMONT AIRLINES, INC.**  
**and the**  
**FLEET AND PASSENGER SERVICE EMPLOYEES**  
**in the service of**  
**PIEDMONT AIRLINES, INC.**  
**as represented by**  
**COMMUNICATIONS WORKERS OF AMERICA**

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**HIRING - NEW WORK FROM EXISTING CARRIER**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC. d/b/a USAirways Express (hereinafter "Piedmont" or the "Company") and the FLEET AND PASSENGER SERVICE EMPLOYEES in the service of PIEDMONT, as represented by the COMMUNICATIONS WORKERS OF AMERICA (hereinafter "CWA" or the "Union").

WHEREAS the Company begins operations in a new city or expands operations in an existing station AND the Company hires qualified employees from the Company that formerly performed the service.

WHEREAS the parties have agreed that seniority is an important issue;

NOW, THEREFORE, the parties agree to the following:

A. Seniority

1. The Company may hire such employees while preserving the relative seniority they maintained at the company that formerly performed the service.
2. This seniority grant is only intended for those hired on the same day and only for use in bidding purposes at that particular Station.
3. In no case shall this seniority grant negatively impact any existing Piedmont employee bidding seniority.

4. While employed the employee will use Piedmont and/or Fleet and Passenger Service seniority for all other seniority driven issues in accordance with the Agreement between Piedmont Airlines, Inc and the Fleet and Passenger Service employees in the service of Piedmont Airlines, Inc as represented by The Communications Workers of America effective August 6, 2012.
5. Employees that subsequently transfer to any other station in the Piedmont system will begin using their Piedmont Fleet and Passenger Service seniority for bidding.

This Letter of Agreement shall become effective on August 21, 2012 and remain in full force and effect until the earlier of the effective date of the parties' initial collective bargaining agreement or the date either party gives written notice to the other that it is terminating this Letter of Agreement, on which date this Letter of Agreement will be null and void and of no further effect.

For The Company

*Michelle R. Foose*

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Michelle R. Foose

For The Union



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Marge Krueger