

AGREEMENT

between

ATA Airlines

and the

AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

for

Technicians and Related Crafts

February 2006

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1 **ARTICLE 1: PURPOSE OF AGREEMENT**

2 The purpose of this Agreement is, in the mutual interest of ATA Airlines, Inc, “ATA” or the
3 “Company” and of the employees, to provide for the operation of the services of the Company
4 under methods which will further, to the fullest extent possible, the safety of air transportation
5 and the efficiency of operation, and to establish reasonable hours, compensation, benefits and
6 working conditions governing the Company and its employees covered by this Agreement. It is
7 recognized by this Agreement to be the duty of the Company and of the Association to cooperate
8 fully, both individually and collectively, for the advancement of that purpose. The Company
9 recognizes the employees covered by this Agreement to be highly skilled individuals who are
10 dedicated to the progress of commercial aviation and to the safety of flight by the practice of
11 quality maintenance.

12 ATA Airlines and the Aircraft Mechanics Fraternal Association hereby agree that all employees
13 will be treated equally, fairly and with respect, and neither the Company nor the Union will
14 discriminate against any employee because of their race, color, national origin, religion, age,
15 disability, military status, marital status, veteran status, or gender.

16 No employee covered by this Agreement will be interfered with, restrained, coerced or
17 discriminated against by the Company, its officers or agents because of membership in or lawful
18 activity on behalf of the Union.

19 It is understood that wherever in this Agreement employees or jobs are referred to in the male
20 gender it shall be recognized as referring to both male and female employees.

1 **ARTICLE 2: SCOPE OF AGREEMENT**

2 A. Recognized Work

- 3 1. The Company agrees all work recognized as aircraft and mechanical inspection work
4 including receiving, RII, NDT and aircraft acceptance inspections, mechanic (technician)
5 work, and aircraft, ground support equipment and automotive maintenance work
6 performed in and about Company shops, maintenance bases, overhaul bases, line service
7 stations and other Company facilities, including but not limited to mechanical work
8 involved in dismantling, overhauling, repairing, fabricating, assembling, welding and
9 erecting all parts of airplanes, airplane engines, radio equipment, avionics equipment,
10 electrical systems, heating systems, hydraulic systems and machine tool work in
11 connection therewith, and routine maintenance of automotive and ground support
12 equipment assigned to Maintenance, is generally recognized as coming within the
13 jurisdiction of the Aircraft Mechanics Fraternal Association and is covered by this
14 Agreement. The Company also agrees that, as provided in Article 4: Classifications of
15 Work, no aircraft shall be taxied without qualified Aircraft Technicians seated in the
16 cockpit at all stations where Aircraft Technicians currently, or in the future, are assigned,
17 unless taxiing is done by qualified cockpit crewmembers. This requirement does not
18 apply where no personnel are required in the cockpit (i.e. when using Tracma). In support
19 of Maintenance operations, Aircraft Technicians are responsible for air starts, tow,
20 pushback tractor operations, communication with flight crews where necessary and
21 appropriate, aircraft servicing, and deicing. Also, Aircraft Technicians may assist Ramp
22 Operations in the general movement of aircraft as deemed necessary and directed by
23 Maintenance management.
- 24 2. Line maintenance work shall be recognized as work accomplished on scheduled “in
25 service” aircraft.
- 26 3. Base maintenance work shall be recognized as work accomplished on aircraft that are
27 removed from scheduled service.

28 B. Subcontracting /Warranty /Supervisors Work

- 29 1. It is the intent of the Company to perform aircraft and routine automotive maintenance
30 work internally where related costs are at or below and quality is equal to or better than
31 available from outside vendors. The Company also intends to continue to fully utilize its
32 facilities and resources cost effectively. In the event the Company finds it necessary to
33 sub-contract work that has heretofore been performed internally the Company shall notify
34 the Association in order to discuss such decision. The Company shall fully consider all
35 input and recommendations from the Association at that time. Such notification and
36 discussion shall not be necessary in the event of (a) grounding of a substantial number of
37 the Company’s aircraft by a government agency; (b) acts of terrorism impacting the
38 operation of the carrier; (c) late delivery of aircraft or (d) labor disputes.
- 39 2. The parties agree that the Company may: (1) continue to contract out work heretofore
40 customarily contracted out, including at station locations not staffed with Company

ARTICLE 2: SCOPE OF AGREEMENT

1 Aircraft Technicians; (2) continue to contract out work where equipment, parts or
2 assemblies are covered by warranty agreements; (3) return equipment parts or assemblies
3 to the manufacturer or to a manufacturer-approved repair station or other FAA approved
4 repair station for repair or replacement as necessary and appropriate; (4) contract out any
5 work when the Company's facilities, equipment or personnel are not sufficient or
6 available or where the employees covered by this Agreement do not have the experience
7 and ability to perform the work required; (5) contract out any work for which the
8 Company's costs exceed the vendors charges, less material and (6) Sub-contract licensed
9 and unlicensed technicians at any Line station for a period of no more than six (6) months
10 due to temporary increases in volume of work, provided there is no recall availability.

- 11 3. As of the effective date of this Agreement, should the Company decide to outsource
12 maintenance work that directly results in a reduction in staff, other than as a result of the
13 exceptions provided for in B.1 (a)-(d) and B.2, such affected employees shall be given 60
14 days notice ("Notice Period"), and offered the following options after the Notice Period:
15 (a) furlough with recall rights (b) exercise displacement rights; or (c) accept voluntary
16 separation severance equal to 80 hours of pay and 60 days of benefits from the end of the
17 Notice Period. Such severance shall not be an available option if the employee resigns
18 prior to the end of the Notice Period.

19 Example # 1: On October 1st, the affected employee is notified of reduction as a result of
20 sub-contracting. The reduction is scheduled to become effective December 1st. At any
21 time during the notice period the Company decides it is no longer necessary to retain the
22 employee until the December 1st date and releases the employee early. Under these
23 circumstances, the employee would be paid through November 30th and would be
24 eligible to accept furlough with recall rights, exercise displacement rights or accept the
25 voluntary separation severance. If the employee elects to accept the voluntary severance,
26 benefits will continue through January 31st.

27 Example #2: On April 1st, the affected employee is notified of reduction as a result of
28 sub-contracting. The reduction is scheduled to become effective June 1st. On April 20th,
29 the affected employee voluntarily resigns. Under these circumstances, the affected
30 employee would not be eligible to receive pay for the balance of the Notice Period nor
31 could the employee exercise furlough options, displacement rights or receive the eighty
32 (80) hours voluntary separation severance or the 60 days of benefits.

- 33 4. Supervisors and higher ranking officials shall not be permitted to perform work
34 recognized as coming within the jurisdiction of the Aircraft Mechanics Fraternal
35 Association and covered by this Agreement, except in cases of emergencies, signing-off
36 work performed by covered employees, or training of employees. It is agreed that
37 servicing of late flights where qualified personnel are not available or the protection of
38 company property against the elements may be considered an emergency. Further,
39 Aircraft Technicians and Technical Service personnel may work jointly to perform
40 troubleshooting as deemed necessary by management and/or Maintenance Control.

ARTICLE 2: SCOPE OF AGREEMENT

1 5. The Company shall furnish AMFA National semiannually with a current list of all work
2 being subcontracted. The list shall include the company (vendor), the description of work
3 performed and the location of the work.

4 6. The Company shall assign at least one (1) AMFA represented inspector at each vendor
5 facility that is accomplishing any aircraft maintenance above the “C” Check level. Such
6 inspectors shall work in conjunction with Quality Assurance Auditors to provide
7 oversight of maintenance and audit of records.

8 C. Picket Lines and Struck Work

9 The Company will not require employees covered by this Agreement to cross any legal picket
10 line established by AMFA represented technicians of another air carrier AMFA represented ATA
11 employees will not be required to cross any picket line established at any vendor, or maintenance
12 contractor facility to work on or retrieve ATA aircraft. The Company will not require the
13 employees to handle struck work. Struck work shall mean other company or airline’s work that is
14 similar to that work performed by employees under this Agreement where the employees of such
15 other company or airline are engaged in a lawful strike. The individual or concerted refusal to
16 pass such picket lines or refusal to handle struck work, shall not constitute grounds for discipline,
17 discharge, and layoff or be considered a violation of this Agreement.

18 D. Indemnification

19 The Company will indemnify and defend any ATA technician (while on the clock with ATA)
20 from any fines, penalties, judgments, settlements or awards, in connection with any liability, in
21 any civil or governmental agency action, resulting from maintenance performed, at the direction
22 of ATA, on non-ATA aircraft or components in each case where the maintenance was performed
23 in good faith pursuant to the instructions, policies, procedures, or manuals provided by ATA.

24 E. Expedited Arbitration

25 The Company agrees to arbitrate any grievance filed by the Association alleging a violation of
26 this Article 2 on an expedited basis directly before the System Board of Adjustment sitting with a
27 neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot
28 be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Article 16
29 of this Agreement. The dispute shall be heard no later than sixty (60) days following the
30 submission to the system board and shall be decided no later than thirty (30) days following the
31 conclusion of the hearing, unless the parties agree otherwise in writing.

1 **ARTICLE 3: STATUS OF AGREEMENT**

2 A. Recognition

3 In accordance with the certification made by the National Mediation Board in Case Number
4 R-6858 on February 19, 2002, the Company hereby recognizes the Aircraft Mechanics Fraternal
5 Association as the sole and exclusive bargaining agent for all employees of ATA Airlines, Inc.
6 (the “Company”) comprising the craft or class of Mechanics and Related Employees. The
7 Company further recognizes the Association as the sole and exclusive bargaining agent of these
8 employees to represent them and in their behalf to negotiate and to conclude agreements with the
9 Company as to hours of work, wages and other conditions of employment in accordance with the
10 provisions of the Railway Labor Act, as amended.

11 It is the intent of the parties of this Agreement that the procedures herein shall serve as a means
12 of peaceful settlement for all disputes involving this Agreement that may arise between them.
13 During the term of this Agreement the Company will not lock out any employee; the Union will
14 not cause or permit its members to cause nor will any member of the Union take part in any sit-
15 down, stay-in, or slow-down in any plant, hangar or facility of the Company, or in any
16 curtailment or restriction of operation, overhaul, repair or servicing of aircraft, or any work of the
17 Company until the provisions of the Railway Labor Act including those regarding the
18 negotiation and mediation of changes to agreements have been exhausted.

19 B. Management Rights

20 Except as restricted by this Agreement, the Company retains all authority and the exclusive right
21 to enforce Company rules, regulations and orders previously or hereafter issued by the Company
22 which are not in conflict with the provisions of this Agreement, to manage, modify or terminate
23 (in whole or in part) its business and operations and to manage and direct employees covered by
24 this Agreement, including but not limited to the determination of staffing levels, the location of
25 work and facilities, the assignment of duties and methods, the nature of duties and performance
26 standards and, for newly established positions, the establishment of qualifications.

27 C. Successorship

28 This Agreement shall be binding upon any successor, including but not limited to, any merged
29 company or companies, assignee, purchaser, transferee, administrator, receiver, executor, and/or
30 trustee of the Company (hereinafter a “successor”) which acquires ownership and/or control of
31 all or substantially all of the equity securities and/or assets of the Company. The Company and
32 ATA Holdings Corporation shall require a successor to assume and be bound by all the terms of
33 this Agreement as a condition of any transaction that results in a successor (“*Successor*
34 *Transaction*”). In the event the Company enters into an agreement that could lead to a *Successor*
35 *Transaction*, the Company shall (a) notify the Association, in writing, of the agreement within
36 three (3) days after the execution of such agreement; and (b) provide the Association with a copy
37 of the provisions of the Agreement that bind the successor to the terms of the Agreement.

ARTICLE 3: STATUS OF AGREEMENT

1 D. Labor Protective Provisions

2 1. Unless otherwise agreed in writing by the parties, the following provisions shall apply in
3 the event of a Successor Transaction in which the successor is an air carrier or is an
4 affiliate or subsidiary of an air carrier, or in the event that the Company, or an affiliate or
5 subsidiary of the Company, acquires ownership and/or control of all or substantially all of
6 the equity securities and/or assets of another air carrier (an "Acquisition").

7 a. In the event that the Successor Transaction or Acquisition, as applicable, is to result
8 in an operational integration of two or more separate carriers, the integration of the
9 seniority lists of the respective carriers shall be governed by Sections 2, 3, 12 and 13
10 of the Alleghany-Mohawk Labor Protective Provisions (LPP's); provided, however,
11 for the purposes of this Agreement the "90" days provision shall be replaced with
12 "60" days. The successor or the Company, affiliate or subsidiary, shall accept the
13 integrated seniority list, including any conditions and restrictions resulting from the
14 process established by this paragraph provided that the seniority integration
15 agreement shall not contain provisions that would require the successor or the
16 Company to maintain staffing in any classification greater than what it decides is
17 necessary for the operation.

18 i. The successor or the Company, affiliate or subsidiary, as applicable, will not
19 accept or implement an integrated seniority list unless it has been established
20 pursuant to this Section.

21 ii. The respective collective bargaining agreements shall be integrated into one (1)
22 agreement as the result of negotiations between the surviving representative of
23 the employee groups and the successor or Company, affiliate or subsidiary, as
24 defined in paragraph C of this Article. For issues that are not opened by either
25 party through negotiation it is understood the parties agree that the language in
26 this current AMFA Agreement shall remain in effect. If a fully integrated
27 agreement is not executed by the time a final and binding integrated seniority
28 list is issued, the parties shall jointly invoke expedited interest arbitration under
29 the timelines set out in paragraph F below to resolve remaining open issues in
30 the dispute. The system board shall be limited in its award to the open issues,
31 and within or anywhere in between the offers or positions of the parties.

32 b. In the event a successor or the Company, including any affiliate or subsidiary, as
33 applicable, maintains separate operations following a Successor Transaction or
34 acquisition as described in this section, the technicians and related employees covered
35 by this Agreement who are not otherwise furloughed or displaced shall continue to
36 perform all work covered by this Agreement with respect to all aircraft and ground
37 equipment operated by the Company and on firm order as of the date of the
38 transaction and/or acquisition unless and until the operations are merged. There shall
39 be no transfer of aircraft or related equipment, nor transfer of technicians and related
40 employees, between the separate operations unless and until the operations are
41 merged. Representation of the employees of the successor or of the acquired

ARTICLE 3: STATUS OF AGREEMENT

1 operation, as applicable, shall be determined by representatives of the employees in
2 accordance with the Railway Labor Act.

3 2. The Company shall not create or acquire an alter ego air carrier.

4 E. Fragmentation

5 In the event of a substantial asset sale, the Company shall, as a condition of the sale of assets,
6 make a good faith effort to have the transferee offer employment to any covered employee
7 furloughed or displaced as result of such sale.

8 F. Remedies

9 Any grievance filed by the Association or the Company alleging a violation of Article 3 C or D
10 shall bypass the initial steps of the grievance process and shall be heard and resolved through
11 binding arbitration on an expedited basis directly before the System Board of Adjustment sitting
12 with a neutral arbitrator. The arbitrator shall be selected from the panel established in Article 16
13 of this Agreement. If the parties are unable to choose an arbitrator from this panel within three
14 (3) days, then they shall request a single panel of nine (9) arbitrators from the National
15 Mediation Board. The selection of the arbitrator from this panel will be attained by alternating
16 strikes accomplished in one session. The dispute shall be heard no later than thirty (30) days
17 following the submission to the System Board and decided no later than sixty (60) days after
18 submission, unless the parties agree otherwise in writing.

19 G. Alliance Layoff Protection

20 No AMFA-represented employee on active payroll status or leave of absence will be placed in
21 off-payroll status as the result of his furlough by the Company (or displacement by a senior
22 employee) from his classification on the system as a direct result of implementation of an
23 alliance agreement, code sharing agreement, blocked space agreement, fee per departure or other
24 marketing agreements between the Company and any other air carrier(s).

ARTICLE 3: STATUS OF AGREEMENT

1 LETTER

2 OF

3 AGREEMENT

4 Subject: ATA Holdings

5 This Letter of Agreement is entered into by and between ATA Holdings Corporation and the
6 Aircraft Maintenance Fraternal Association (“the Association”) in connection with the
7 negotiations leading to the initial collective bargaining agreement between ATA Airlines, Inc.
8 (“ATA”) and the Association (“the Agreement”).

9 The parties agree that ATA Holdings will not establish another Part 121 Air Carrier that is an
10 alter ego of ATA. ATA Holdings also agrees not to acquire a Part 121 Air Carrier to be operated
11 by ATA Holdings, ATA or another ATA Holdings subsidiary, which would result in the
12 furlough of employees covered by the Agreement as a direct result of such transactions.
13 Although ATA employees covered by the Agreement may be furloughed for economic reasons
14 separate from the actions above and wholly related to ATA operations: (a) if such a furlough
15 were to occur after the consummation of a transaction described above, the Company, shall,
16 upon the Association’s request and confidentiality agreement, provide the Association with
17 documentation demonstrating that such furlough was due to economic reasons wholly related to
18 ATA operations; and (b) the burden of proof in establishing said economic reasons rests with
19 ATA.

20 ATA Holdings also agrees that, for as long as it owns any other Part 121 Air Carrier other than
21 ATA, no employee covered by the Agreement shall be furloughed as a direct result of the
22 operation of any such Part 121 Air Carrier. For purposes of this Letter, the term “Part 121 Air
23 Carrier” shall not include ATA.

24 For the avoidance of doubt, the parties agree that this Letter of Agreement does not involve a
25 merger or acquisition by or of ATA, which transaction shall be governed by Article 3 of the
26 Agreement.

27 It is further expressly agreed that any disputes between ATA Holdings and the Association
28 which arise out of interpretation of this Letter will be subject to determination through final and
29 binding arbitration. The parties agree to hold such arbitration before the ATA-AMFA System
30 Board of Adjustment pursuant to Article 3F of the Agreement and both ATA Holdings and the
31 Association agree to be bound by the result of such arbitration in all respects.

32 This Letter of Agreement shall be effective upon execution of the Agreement and shall run
33 concurrently with said Agreement and in accordance with the Railway Labor Act, as amended.

34 In witness whereof, the parties hereto have signed this Letter of Agreement this ____ day of
35 ____, 200_.

1 **ARTICLE 4. CLASSIFICATION OF WORK**

2 A. Employees covered by this Agreement shall be assigned to one of the following four (4)
3 classifications:

4 1. Aircraft Technicians

5 a. All Aircraft Technicians shall be required to hold an A & P certificate (current non-
6 licensed Technicians will be grandfathered into their current position and only
7 allowed to bid on open Aircraft Support Technician Positions). This classification
8 includes employees in the following areas:

9 i. Inspection

10 ii. Structures

11 iii. Hangar Maintenance

12 iv. Line Maintenance

13 v. Component Repair Shop

14 vi. Radio and Electronics (R & E)

15 vii. Avionics Shop

16 In addition to an A&P certificate, minimum requirements for an R&E or Avionics
17 position include an FCC certificate.

18 b. Position titles within the Aircraft Technician classification include the following:

19 i. Inspector

20 The work of an inspector will consist of the overall inspection of Company
21 aircraft and powerplants in connection with required inspection items, minor to
22 major repairs and/or overhaul. This shall include the inspection of materials,
23 parts and sub-assemblies, to include receiving inspection but shall not
24 necessarily include the inspection of such for a technician to accomplish his
25 own work where inspection buy-back is not required. Inspectors will perform
26 general visual inspection, detailed visual inspection, nondestructive testing,
27 borescope function, and/or "OK to install/close" on all periodic, including
28 segmented, aircraft checks; such check inspections will include initial, follow-
29 up and zone final. Duties will also include new progressive inspection
30 technology developed and subsequently implemented by ATA and verification
31 of in-house tooling. Inspectors will not lead or direct the working force.
32 Inspectors will not be cross utilized to perform work outside of the inspector
33 classifications. Inspectors must be capable of performing inspection work in a
34 manner satisfactory to the Company's approved maintenance program and

ARTICLE 4. CLASSIFICATION OF WORK

1 applicable federal regulations and must hold valid Federal Airframe and Power
2 Plant Certificates. In addition to an A&P certificate, qualification requirements
3 for this area include four (4) years aircraft technician seniority or, if unable to
4 fill the position in accordance with Article 12 of this Agreement, four (4) years
5 documented heavy jet experience. Inspectors will be selected in accordance with
6 the seniority provisions of this Agreement from the aircraft technician
7 classification.

8 ATA will maintain a maximum technician/inspector ratio of 13:1 at IND Base
9 Maintenance.

10 No technician/lead will be upgraded to perform RII functions in IND Base
11 Maintenance. For all remaining stations and at the direction of Quality Control
12 management, technicians may be granted Special Inspection Authority for a
13 period not to exceed five (5) days.

14 ii. Aircraft Technician

15 The work of an aircraft technician shall consist of all phases of repair and
16 maintenance of aircraft and the dismantling, repairing, assembly and erection of
17 machinery and mechanical devices. The work of technicians shall include all
18 work generally recognized as technicians' work performed in and about
19 Company shops, maintenance bases, overhaul bases and Company buildings.
20 This work shall include all mechanical work involved in dismantling,
21 overhauling, repairing, fabricating, assembling, and erecting all parts of
22 airplanes, airplane engines, radio equipment, electrical systems and hydraulic
23 systems and aircraft walk-arounds. In support of Maintenance operations, this
24 work shall also include air starts, tow, pushback tractor operations,
25 communication with flight crews where necessary and appropriate, aircraft
26 servicing, and deicing. The Company agrees that, unless taxing is being done by
27 qualified cockpit crew members, no aircraft shall be moved or taxied without
28 qualified Aircraft Technicians seated in the cockpit at all stations where Aircraft
29 Technicians currently, or in the future, are assigned. This requirement does not
30 apply where no personnel are required in the cockpit (i.e. when using Tracma).
31 Also, Aircraft Technicians may assist Ramp Operations in the general
32 movement of aircraft as deemed necessary and directed by Maintenance
33 management at all stations where Aircraft Technicians are currently, or in the
34 future, assigned. At stations where GSE technicians are not assigned, aircraft
35 technician work may also include minor building maintenance, automotive
36 repair and the exchange/replacement of electronics or electrical components.
37 This work may also include work in the airport support technicians
38 classification at stations where support technicians are not assigned.

ARTICLE 4. CLASSIFICATION OF WORK

1 iii. Lead Inspector or Lead Aircraft Technician

2 The crew lead is a working member of a group in which he holds Technician
3 classification seniority and shall be responsible to lead, direct, assign, instruct
4 and provide on the job training and instructions to his crew.

5 Minimum requirements for the Lead Inspector position are the same for the
6 Inspector position plus a minimum of three (3) years of experience as an
7 Inspector. ATA will maintain a maximum inspector/lead inspector ratio of 13:1.
8 Lead inspectors will be selected in accordance with the seniority and bidding
9 provisions of this Agreement. Lead inspectors will not be cross-utilized to
10 perform work outside of the inspector classifications. At all stations on each
11 shift where five (5) or more inspectors are assigned, at least one lead inspector
12 will be assigned to the station shift. If three (3) or more working inspectors are
13 assigned to a shift, one of them will be a lead.

14 Minimum requirements for the Lead Aircraft Technician position are the same
15 for the Aircraft Technician position plus two (2) years of experience in the
16 Aircraft Technician classification. ATA will maintain a maximum
17 technician/lead aircraft technician ratio of 13:1. Lead aircraft technicians will be
18 selected in accordance with the seniority provisions of Article 11 of this
19 Agreement. At all stations on each shift where five (5) or more technicians are
20 assigned, at least one lead technician will be assigned to the station shift. If
21 three (3) or more working technicians are assigned to a shift, one of them will
22 be a lead.

23 2. Aircraft Support Technician

24 a. This classification is limited to employees in the following areas accomplishing the
25 following tasks:

26 i. Appearance and Furnishing Shop

27 Galley and entry door flooring - remove and install
28 Window shade - remove and install
29 Carpet - remove and install
30 Wall paper, side panels - remove and install
31 Interior and exterior painting
32 MUX cover – remove and install
33 Lavatory refurbish
34 Overhead bin doors – remove and repair and install
35 Interior door and overhead trim – repair
36 Magazine holders - remove and repair and install
37 Placards, interior and exterior – install or replace
38 Seatbelts, crew and passenger – remove and install
39 Seat covers and cushions – remove and install
40 Passenger seats – remove and install

ARTICLE 4. CLASSIFICATION OF WORK

- 1 Passenger seats – adjust pitch and break-over
- 2 Hydrolocks – Remove and install
- 3 Arm rests, tray tables, and seatbacks – remove, repair and install
- 4 Life vests – remove and install
- 5 Cabin Air Grill – remove, repair and install
- 6 Cargo bin clean

- 7 ii. Avionics Shop

- 8 Passenger Service Module (PSM) – repair and test
- 9 MUX bench and harnesses – fabricate repair and test

- 10 iii. Component Repair Shop

- 11 Sewing
- 12 Fabricate crew seat covers
- 13 Fabricate cargo door netting
- 14 Fabricate life vest bags
- 15 Repair of cargo nets
- 16 Overhaul first aid kits
- 17 Overhaul hazardous waste kits
- 18 Overhaul emergency medical kits
- 19 Overhaul life vests
- 20 Fabricate and repair interior panels and trim
- 21 Overhaul and repair defibrillators
- 22 Repackage life vests

- 23 iv. Aircraft painter

- 24 Prep and paint aircraft components and surfaces

- 25 b. Position titles within the Aircraft Support Technician classification include the
- 26 following:

- 27 i. Aircraft Support Technician

- 28 The work of an aircraft support technician shall consist of removal, installation
- 29 and repair of aircraft seats, interior, carpeting, emergency equipment,
- 30 thermoforming, sewing, aircraft cleaning, polishing, and stripping. All positions
- 31 within each of these areas shall require a high school diploma/GED.

- 32 ii. Lead Aircraft Support Technician

- 33 The lead aircraft support technician is a working member of a group in which he
- 34 holds classification seniority and shall be responsible to lead, direct, assign,
- 35 instruct and provide on the job training and instructions to his crew.
- 36 Qualifications for a Lead shall require a minimum of two (2) years seniority
- 37 within the same classification. ATA will maintain a maximum technician/lead

ARTICLE 4. CLASSIFICATION OF WORK

1 aircraft support technician ratio of 13:1. At all stations on each shift where five
2 (5) or more technicians are assigned, at least one lead technician will be
3 assigned to the station. If three (3) or more working technicians are assigned to
4 a shift, one of them will be a lead.

5 2. Skilled Trades

6 a. This classification includes employees in the following areas:

7 i. Machine Shop

8 ii. Weld Shop

9 b. Position titles within the Skilled Trades classification include:

10 i. Machinist

11 The work of a machinist shall consist of all phases of machining, including
12 reading of blueprints, layout and set-up and the proper operation and
13 maintenance of machining equipment. Positions within this area require two (2)
14 years of documented machining experience and/or satisfactory completion of an
15 accredited trade school specializing in machining.

16 ii. Welder

17 The work of a welder shall consist of all phases of welding and welding
18 precautions as related to aircraft, equipment and properties. This includes setup,
19 operation and maintaining company welding equipment. Positions within this
20 area require two (2) years of documented welding experience and/or satisfactory
21 completion of an accredited trade school specializing in welding.

22 iii. Lead

23 The lead welder or lead machinist is a working member of a group in which he
24 holds classification seniority and shall be responsible to lead, direct, assign,
25 instruct and provide on the job training and instructions to his crew. ATA will
26 maintain a maximum skilled trade technician/lead ratio of 13:1.-Positions within
27 this area shall require two (2) years seniority in the position within the same
28 classification.

29 3. Ground Support Equipment Technicians

30 a. This classification includes employees in the Ground Support area, with the following
31 titles:

ARTICLE 4. CLASSIFICATION OF WORK

1 i. Ground Support Equipment Technician

2 The work of a GSE technician shall consist of preventative maintenance,
3 dismantling, altering, and repairing of all types of ground support equipment
4 including ramp and servicing equipment. Positions in this area require two (2)
5 years documented automotive, truck and diesel experience and/or satisfactory
6 completion of an accredited trade school.

7 ii. Lead Ground Support Equipment

8 The lead GSE technician is a working member of a group in which he holds
9 classification seniority and shall be responsible to lead, direct, assign, instruct
10 and provide on the job training and instructions to his crew. Positions within
11 this area require two (2) years seniority within the same Classification. ATA
12 will maintain a maximum technician/lead GSE ratio of 13:1 At all stations on
13 each shift where five (5) or more technicians are assigned, at least one lead
14 technician will be assigned to the station. If three (3) or more working
15 technicians are assigned to a shift, one of them will be a lead.

16 B. It is understood that the word Technician is synonymous with the word mechanic as used in
17 all Company, governmental and manufacturer manuals, policies, documents and other
18 materials.

19 C. The Company shall determine the standard training requirements and provide the training
20 necessary to perform each position within each classification. Successful completion of ATA
21 classroom/CBT training shall be required for job titles including Structures, Avionics, R & E,
22 and Inspection unless the employee has accrued seniority in the specific classification and
23 position. The above requirements will not apply to those employees holding these positions
24 at date of signing.

25 D. The Company will pay any and all license renewal fees of any employment related required
26 licenses or certificates (this will not include reimbursement for state issued driver's licenses)

1 **ARTICLE 5: HOURS OF SERVICE**

- 2 A. Scheduling shall be based on the work to be performed at each location. Shifts and days off
3 for each bid location shall be posted for bid once per year, from October 1st – 31st.
4 Shifts/days off shall be awarded on or before November 15th and shall go into effect on the
5 first pay period on or after January 1st. Awarding of shifts and days off shall be by
6 classification seniority. Management reserves the right based on operational necessity to re-
7 bid shifts and days off in a bid location, by no more than a total of two (2) times per year,
8 including the annual bid. Further re-bids can be accomplished only with approval of the
9 Airline Representative. Any headcount additions or reductions must be accomplished prior to
10 any re-bid. Upon request by the Airline Representative the Company shall re-bid shifts and
11 days off in a bid location if at least ten percent (10%) of its AMFA represented employees
12 have displaced into the bid location since the last re-bid. The Company will review schedules
13 with AMFA prior to bids for input.
- 14 B. Eight consecutive hours of service and a meal period as defined in paragraph F of this
15 Article, will constitute a work shift. The standard workweek will consist of five eight-hour
16 days, a minimum of 40 hours per week within seven consecutive days from 12:01 a.m.
17 Saturday to 12:00 midnight the following Friday. Each employee will have two (2)
18 consecutive days scheduled as regular days off. An alternate workweek may consist of four
19 (4) ten-hour days, and a meal period, from 12:01 a.m. Saturday to 12:00 midnight the
20 following Friday. Each ten-hour employee will have three (3) consecutive days off.
- 21 C. The Company shall fully consider a request by a majority of employees in a bid location for
22 an alternate work schedule. Such request must be presented forty-five (45) days prior to the
23 annual shift bid. In considering such a request, factors to be reviewed include the planned
24 production schedule, costs, needs of the service in general, resource utilization and
25 operational efficiency. In responding to such a request, the Company shall both meet with
26 AMFA representatives at that bid location and document its response in writing along with
27 its rationale.
- 28 D. Shifts: The standard workday shall consist of three (3) shifts. Shifts will be scheduled and
29 posted at each station, shop or hangar. The three (3) shifts and related start times shall be
30 defined as follows:
- 31 First shift: any eight hour shift that begins at or after 5:30 a.m. and before 9:00 a.m.; or
32 any ten hour shift that begins at or after 5:00 a.m. and before 10:00 a.m. (Local Time)
- 33 Second shift: any eight hour shift that begins at or after 1:30 p.m. and before 5:00 p.m.;
34 or any ten hour shift that begins at or after 12:00 noon and before 5:00 p.m. (Local Time)
- 35 Third shift: any eight hour shift that begins at or after 9:30 p.m. and before 1:00 a.m.; or
36 any ten hour shift that begins at or after 8:30 p.m. and before 1:30 a.m. (Local Time)

ARTICLE 5: HOURS OF SERVICE

- 1 E. There shall be no permanent alterations by management to an employee's regular days off or
2 shift other than that provided for in paragraphs A and C of this Article. The Company may
3 alter shifts and days off on a temporary basis as outlined in Article 13: Field Service and
4 Training of this Agreement.
- 5 F. Employees working third shift shall receive a paid thirty (30) minute meal period [inclusive]
6 of their regular shift. All employees will have an uninterrupted thirty (30) minute meal period
7 regularly scheduled between the ending of the third hour and beginning of the sixth hour
8 after reporting to work for an eight (8) hour shift and between the ending of the fourth hour
9 and the beginning of the seventh hour after reporting to work for a ten (10) hour shift. Lunch
10 periods shall be posted for a minimum of thirty (30) days, or as necessary in conjunction with
11 a published flight schedule change. As determined by management, in the event employees
12 do not receive a thirty (30) minute lunch break within the posted timeframe described above
13 the employee shall, at their option receive either thirty (30) minutes pay at the applicable rate
14 or, with management approval, be permitted to leave work thirty (30) minutes early in lieu of
15 pay for the lunch period. Such approval shall generally be granted unless management
16 defines the specific operational needs that do not permit it.
- 17 G. All employees will be granted a fifteen minute personal break period during the first half of
18 their work shift and a fifteen minute personal break period during the second half of their
19 work shift without loss of time. The Company shall provide a five (5) minute cleanup period
20 prior to the end of each shift.
- 21 The practice of personal break periods will be agreed to jointly by local management
22 representatives and Association representatives, as long as the practice complies with the
23 intent for time off as contained in the preceding paragraph.
- 24 H. Technicians within a classification shall be permitted to day trade. A lead will be paid his
25 lead rate of pay when trading days off with a non-lead; however, a technician shall not
26 receive lead pay if he is not the most senior technician in the bid location. Such trades may
27 not result in overtime, must not exceed twelve (12) hours in one (1) day and must be
28 approved in advance by management using the designated form. Day trades must be
29 requested at least forty-eight (48) hours in advance using the appropriate Company form. The
30 employee, who signs the request for a day trade and therefore accepts the trade, becomes
31 responsible to work the schedule. No more than twenty-four (24) day trades per quarter will
32 be permitted. One-way trades shall be permitted up to a maximum of four (4) per quarter and
33 must meet all the requirements of day trades as outlined above.
- 34 I. If the governor of any state declares a state of emergency advising people not to travel,
35 employees employed within the affected area who are unable to report for work will be
36 permitted a choice of authorized unpaid time or to use vacation time to receive pay for
37 scheduled work missed during the time such emergency exists. Employees on a voluntary
38 basis and subject to the approval of their manager may make up such unpaid time during the
39 same pay period at their straight-time rate of pay.

ARTICLE 5: HOURS OF SERVICE

1 J. Daylight Savings Time

- 2 1. On the date of change from Standard Time to Daylight Time, the time clocks shall, at
3 1:00 a.m., be advanced from 1:00 a.m. to 2:00 a.m.; and on the date of the return to
4 Standard Time from Daylight Time, the time clocks shall, at 2:00 a.m., be turned back
5 from 2:00 a.m. to 1:00 a.m.
- 6 2. Employees on duty working regular shifts which include the clock changeover set forth
7 in 1. above will have their straight time hours lapsed on their time records according to
8 the clock times in and out. It is understood that employees working during the hours of
9 change to Daylight Time from Standard Time will receive eight hours straight time pay
10 for seven hours of actual work, while upon return to Standard Time from Daylight Time,
11 the employees working during such hours will receive eight hours straight time pay for
12 nine hours of actual work.
- 13 3. Any employee who is working on his regular day off, on a full shift which includes the
14 clock changeover hours set forth in 1. above, will also have his hours lapsed in the same
15 manner and with the same understanding as under 2. above.
- 16 4. Any employees other than those covered by the situations set forth in 2. and 3. above,
17 who may be on duty at the hour of clock changeover because of working authorized
18 overtime either before or after a regular shift, will be credited with overtime hours on the
19 basis of the actual overtime hours worked before or after such regular shifts.
- 20 5. On the date of changeover to Daylight Time from Standard Time, the absence from work
21 for the full shift which includes the clock changeover will constitute eight consecutive
22 hours of rest for the purpose of the hours of rest provisions of this Agreement.

1 **ARTICLE 6: OVERTIME**

2 A. General

- 3 1. Except as otherwise provided in this Agreement, overtime is considered to be all
4 approved hours in excess of forty (40) hours in a workweek. Overtime will be paid at a
5 rate of one and one-half times the hourly rate for hours worked. Holidays, sick time,
6 bereavement time and vacation time are considered time worked and are included in the
7 calculation of overtime. Jury duty, voting time and personal business time do not
8 contribute toward the calculation of overtime.
- 9 2. Overtime work is classified as either a shift extension (pre-or-post) or hours worked on a
10 regular day off (RDO) or holiday.
- 11 3. Overtime assignments may require special skills and authorizations such as engine run,
12 taxi, RII, etc. Employees not selected for overtime because of lack of qualifications shall
13 not be charged for the overtime.
- 14 4. No overtime shall be worked except by direction of the proper supervisory personnel of
15 the Company. Crew Leads may, with advance supervisory approval assign overtime.
- 16 5. No employee shall be required to work overtime resulting in more than twelve (12) total
17 hours for an eight (8) hour shift or fourteen (14) total hours for a ten (10) hour shift in a
18 twenty-four (24) hour period. When an employee performing aircraft related maintenance
19 approaches a rest violation, as defined by FAR 121.377, he will advise his supervisor.
- 20 6. Those employees who are on leave of absence, vacation, sick days, jury duty, on the
21 job/modified duty, military leave, training, family emergency, or other pre-approved
22 absence from regular duty shall not be eligible for overtime. Such unavailability shall
23 commence when the employee "clocks out" and shall end when he "clocks in" upon his
24 return to the bid location on his first scheduled workday.
- 25 7. No employee will be authorized to work more than sixteen (16) consecutive hours except
26 in the event of an emergency, Act of God or as otherwise provided for in this Agreement.
27 An employee must be given a rest period of at least eight (8) hours before being required
28 to report to work again. If the rest period, due to the above circumstances, extends into a
29 regular work shift, the employee shall be excused from that time period without loss of
30 pay. It is the employee's responsibility to notify his supervisor to arrange for the rest
31 period. The supervisor will adjust the next shift starting time to accommodate the rest. In
32 the event an employee's paid rest period would result in his returning for four (4) hours
33 or less of his regular work shift, the employee may elect not to return, and take off the
34 remainder of the regular work shift without pay as an approved absence.
- 35 8. Field Service assignments shall take precedence over overtime assignments.
- 36 9. Probationary employees shall not be eligible for overtime.

ARTICLE 6: OVERTIME

- 1 10. If an employee on the overtime volunteer list is bypassed for overtime in violation of the
2 provisions of this Article, the employee shall be offered at least equal overtime at the next
3 available overtime opportunity within the same pay period. If overtime is not available
4 within the same pay period it shall be offered during the subsequent pay period. If equal
5 overtime is not offered, the employee shall be paid for that overtime and charged
6 accordingly.
- 7 11. Employees held in continuous service more than four (4) hours before or after his regular
8 working hours shall be granted a thirty (30) minute meal period without loss of pay. For
9 two (2) to four (4) hours the employee shall be granted a fifteen (15) minute personal
10 break period.
- 11 12. Employees on temporary assignment to another bid location at his station shall be
12 considered available for overtime in his permanent bid location. Employees on temporary
13 assignment to another station shall be considered available for overtime at that station. In
14 such circumstances the employee shall have his overtime hours averaged for that bid
15 location.
- 16 13. An employee authorized to work past his regular shift by fifteen (15) minutes or more
17 will be paid in increments of fifteen (15) minutes at the applicable overtime rate.
- 18 14. When an employee covered by this Agreement is called in to work outside of his
19 regularly scheduled hours he will be paid not less than four (4) hours at the overtime rate
20 applicable.
- 21 15. If an employee is scheduled to work and works on a holiday, the employee shall not be
22 charged with overtime for the first eight hours of work but shall be charged with overtime
23 at the applicable pay rate for work in excess of eight hours. If an employee is not
24 scheduled to work on a holiday and works, charge him with overtime for all hours
25 worked at his applicable pay rate.
- 26 B. Overtime Volunteer List
- 27 1. The Company shall maintain an overtime volunteer list by bid location. Such list shall
28 show overtime hours charged and declined for each employee.
- 29 2. Employees desiring to participate in overtime assignments must notify their supervisor in
30 writing that they wish to be added to the overtime volunteer list. Names will be listed in
31 classification seniority order along with pre, post or RDO hours for which the employee
32 wishes to work overtime. An employee who transfers into a bid location, returns from a
33 temporary assignment at another station, returns from an approved leave of thirty (30)
34 days or more or who completes his probationary period shall have his overtime charged
35 with the average overtime hours of the bid location at the time of his return to the list.
- 36 3. For the purpose of the overtime volunteer list, overtime worked or declined shall be
37 charged as straight time. Partial hours worked or charged shall be rounded up to the next
38 hour.

ARTICLE 6: OVERTIME

- 1 4. Overtime hours charged will be computed daily and the updated list shall be posted
2 weekly on the bid location's bulletin board.
- 3 5. No later than January 15th and June 15th of each year, all employees on the overtime
4 volunteer list will have their charged hours adjusted equally, with the lowest employee
5 having a base-line of zero hours.
- 6 6. Employees may, by written request to the appropriate supervisor, remove their name
7 from the overtime volunteer list at the beginning of each quarter: January 1st, April 1st,
8 July 1st, and October 1st. Employees who remove their name from the overtime
9 distribution list shall not be eligible to volunteer for overtime until the beginning of the
10 next quarter. Upon his return to the list, the employee will be charged with the average
11 overtime hours of the bid location at the time of his return to the list.
- 12 7. It is the responsibility of the employee to provide current telephone contact information
13 to the appropriate supervisor.

14 C. Assignment of Overtime

- 15 1. If it is deemed necessary by management that an employee should stay and complete an
16 assigned job requiring special training or skills, and the job can be anticipated to be
17 completed within two (2) hours, then the employee performing that job may be requested
18 to do so without regard to seniority or overtime hours charged This shall be known as
19 "job continuation". The Company shall notify an AMFA representative, if available, of
20 such job continuation in advance. If the employee declines the job continuation,
21 management may decide to offer the overtime using C.2. below. If such employee is on
22 the overtime volunteer list he shall be charged for time worked.
- 23 2. If the need for overtime not requiring job continuation arises in a particular bid location
24 the overtime will be awarded in the following order to qualified, eligible employees:
 - 25 a. Awarded to employees on the overtime volunteer list with the least amount of
26 charged overtime hours on that shift without regard to RDO;
 - 27 b. Awarded to employees on the overtime volunteer list with the least amount of hours
28 regardless to shift or RDO.
 - 29 c. Awarded to employees on shift from other bid locations on the overtime volunteer list
30 with the least amount of charged overtime hours.
 - 31 d. Awarded to employees on shift not on the overtime volunteer list in order of
32 classification seniority;
- 33 3. If an aircraft on ground (AOG) situation exists, the overtime will be awarded/assigned in the
34 following order to qualified, eligible employees:
 - 35 a. Awarded to employees on shift on the overtime volunteer list with the least amount of
36 charged overtime hours, by shift extension;

ARTICLE 6: OVERTIME

- 1 b. Awarded to volunteers on shift not on the overtime volunteer list in classification
2 seniority order;
- 3 c. Assigned to employees on shift on the overtime volunteer list in inverse order of
4 classification seniority order. In no event will this employee be assigned for more
5 than four (4) hours past the end of his shift. If, under these circumstances, the
6 employee assigned to work overtime has special and/or critical previous personal
7 commitments the Company shall bypass him and assign the overtime to the next most
8 junior qualified employee.
- 9 4. Whenever possible, except when an AOG condition exists, employees on a shift will be
10 given a minimum of four (4) hours notice of overtime. If given less than two (2) hours
11 notice, no charge will be made against an employee on the overtime volunteer list for
12 refusing the overtime.

1 **ARTICLE 7: HOLIDAYS**

- 2 A. The Company shall grant holidays to all full-time AMFA represented employees as generally
3 provided to all other full-time employees of the Company. All holidays shall be observed in
4 the current calendar year in which they fall. Employees covered by this Agreement will
5 observe the following holidays on the actual day, or on the day designated as such by the
6 Federal Government: January 1; Memorial Day; July 4; Labor Day; Thanksgiving Day; and
7 December 25. In addition, each employee shall be entitled to one floating holiday during each
8 year.
- 9 B. If a listed holiday (other than the floating holiday) falls on a scheduled day off, or if it falls
10 on a scheduled work day and is worked, such employee shall be entitled to an alternative day
11 off with pay in lieu of holiday pay on the listed day. The scheduling of an alternative day off
12 must be approved by the supervisor. If an employee scheduled to work on a listed holiday
13 (other than the floating holiday), and an alternative day off is scheduled, the employee shall
14 be paid straight time for all hours worked on the listed holiday. If an employee is scheduled
15 to work on a listed holiday (other than the floating holiday) and no alternative day off with
16 pay is scheduled, such employee who works on the holiday shall be paid straight time pay for
17 the holiday plus 1.5 times his/her hourly rate for hours worked on that holiday.
- 18 C. The Company shall make every reasonable effort to minimize the number of maintenance
19 employees required to support the needs of the service on holidays. For IND Base
20 Maintenance, the needs for coverage and holiday staffing on Thanksgiving and Christmas
21 shall be reviewed with AMFA at least ten (10) days in advance of the Holidays for input.
22 Factors such as the status of the planned production schedule and/or unplanned maintenance
23 shall be considered in determining the coverage needs. In the event that coverage is required
24 the needs shall first be posted for volunteers in each bid location. Such posting shall be at
25 least seven (7) days in advance of the holiday. The sign up sheet shall remain posted for a
26 minimum of four (4) calendar days. Employees shall be selected on the basis of their
27 classification seniority. If an insufficient number of volunteers are obtained, the Company
28 shall assign work by inverse order of seniority within the bid location.
- 29 D. If a full-time employee's regularly scheduled workday is greater than eight (8) hours, holiday
30 pay will be equal to the number of hours the employee is regularly scheduled to work.
- 31 E. Holiday time counts as time worked in the week observed for the purpose of calculating
32 overtime pay, unless an alternative day off is scheduled.
- 33 F. Floating holidays will be scheduled using a process based upon classification seniority
34 developed in each location and mutually agreed to by both the Company and the Union.
- 35 G. When an employee covered by this Agreement is called out to work on a holiday, he will be
36 paid not less than four (4) hours pay at the applicable overtime rate unless the employee
37 elects to work less than four (4) hours. Holiday work may be scheduled for less than four (4)
38 hours but an employee may not be paid for less than four (4) hours work at the applicable
39 overtime rate in addition to holiday pay.

ARTICLE 7: HOLIDAYS

- 1 H. A holiday, which falls during an employee vacation period, will be compensated as a
2 holiday. The employee per his request may extend his vacation period on either end of his
3 scheduled vacation.
- 4 I. Requests for use of a Floating Holiday, shall be responded to within two (2) business days
5 from receipt.

1 **ARTICLE 8: VACATION**

2 A. Vacation Allotments

3 During each calendar year of employment, each full time employee covered by this Agreement
4 shall be granted paid vacation, the length of which shall be governed by the employee’s active
5 full time Company service from the date of hire. Vacation hours will be compensated for at the
6 employee's total rate of pay.

7 1. An employee in his year of hire is granted vacation according to the following schedule:

Date Hired	Vacation Hours in Year of Hire
By 4/30	48
By 8/31	24
After 8/31	0

8
9 2. On January 1 following the employee’s date of hire and in subsequent years, vacation
10 allotments will be available beginning January 1. Based on uninterrupted active full time
11 service, the vacation allotment on each

12 January 1 is as follows:

Year of Service	Vacation Allotment
2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	160
12	168

13
14 B. Vacation Bidding

15 1. Vacation schedules shall be arranged by the Company to provide vacations for
16 employees. At least one (1) employee may be permitted to take a vacation at any given
17 time in any bid location; however, the Company shall allow as many employees as
18 possible to take a vacation at any given time to assure that all vacation time can be taken
19 and the needs of the service are met.

20 2. Vacation bidding shall commence no later than November 16 of the current year for the
21 following year’s vacation time.

ARTICLE 8: VACATION

- 1 3. Vacation periods shall be bid based on the vacation beginning on Saturday and ending the
2 following Friday. Actual vacation periods may be adjusted by the employee to coincide
3 with his days off.
- 4 4. On November 1 of each year, employees will be notified of the amount of vacation they
5 should be entitled to bid during the forthcoming calendar year. Employees shall bid for
6 and be awarded their vacation preference according to their Company seniority, by
7 classification at each bid location, on each shift, at each station. Each employee shall
8 make up to four (4) selections for the first round on a Company supplied bid form. Upon
9 receipt of all bid forms the Company shall award the bid vacation periods and post each
10 award on a calendar posted in the work place. The Company shall use the same process
11 for all subsequent rounds. The Company shall retain the bid forms for two (2) months in
12 case of protests. An AMFA representative shall be allowed to monitor the bid award
13 process if requested.
- 14 Employees who are unable to be present for the bid process may fill out bid forms for all
15 rounds and submit them to the Company prior to the start of the bid awards. If an
16 employee fails to bid during the bid period he shall have the option of bidding open
17 positions only after all rounds have been awarded.
- 18 An alternate vacation bid process may be used provided the Airline Representative and
19 the Company agree to such alternate method.
- 20 5. Employees may bid their yearly vacation allotment in the first round of bidding, provided
21 the weeks are consecutive. Employees must bid forty (40) hour increments in the first
22 round. Employees electing to split their vacation will be permitted a second, third, fourth
23 or fifth vacation period choice only after all other employees have had an opportunity to
24 file their first choice.
- 25 6. Employees may opt for up to forty hours of annual vacation allotment to be paid out in
26 lieu of using that vacation time. The Employee must notify the Company in writing no
27 later than December 1 of each year of the number of hours to be paid.
- 28 7. An employee must take vacation as awarded, unless rescheduled as outlined in C below.
- 29 8. Vacation bids shall be awarded based on full-time Company seniority date by
30 classification, by shift within a bid location.
- 31 9. Employees vacation awards shall be posted in each bid location by December 31 prior to
32 the vacation year.
- 33 10. Employees with a workweek of five (5) eight (8) hour days shall receive vacation pay of
34 eight (8) hours per day or forty (40) hours per week. Employees with a workweek of four
35 (4) ten (10) hour days shall receive vacation pay of ten (10) hours per day or forty (40)
36 hours per week.

ARTICLE 8: VACATION

1 C. Changes to Vacation

- 2 1. When an employee vacates his vacation period, employees in the same bid location,
3 commencing with those junior to the employee vacating his vacation period and those
4 transferring into the bid group subsequent to the original vacation bidding, will be
5 allowed to bid for the vacated period. Such open vacation periods shall be awarded based
6 on criteria stated in B.11. of this Article. A notice of the vacated period will be posted
7 and employees must notify their supervisor of their desire for the vacated period within
8 seven (7) days of the posting. If not selected within seven (7) days, it will be considered
9 an open period available to the first employee who requests it within the bid location.
10 Vacation periods, which in turn are vacated by this procedure, will become open periods.
- 11 2. To be posted for bid, the vacated period must become available more than ten (10)
12 calendar days prior to the vacation period to be posted and bid upon. If less than ten (10)
13 calendar days exist, the opening shall not be posted and shall be filled on a first-come
14 first-served basis.
- 15 3. If, as a result of any involuntary displacement, an employee changes bid locations or
16 classifications he will carry his previously scheduled vacation period(s) to his new
17 position.
- 18 4. Employees will be allowed to cancel and/or rebid their vacation periods provided they
19 give notice in writing to their manager at least fourteen (14) days prior to the beginning
20 of their vacation period and within fourteen (14) days with the manager's approval.
- 21 5. If a paid holiday(s) falls within an employee's vacation period, the employee may elect to
22 extend his vacation period (on either end) by an additional regular workday(s) or to take
23 the day(s) on a DAT basis as provided in (D) below. Such election must be made by the
24 employee in writing to his manager, or his designee, at least 14 calendar days prior to the
25 beginning of his vacation period. The manager, or his designee, shall respond, in writing,
26 no later than three (3) calendar days before the requested vacation date. In absence of a
27 valid election, the employee shall be paid at his regular straight time rate for eight hours
28 for each such holiday in addition to his vacation pay for that day.
- 29 6. In the event of death of an employee who has completed at least twelve (12) months of
30 service, payment will be made to his estate for all unused vacation.
- 31 7. Other than the provisions outlined in B.6. all vacation must be used during the calendar
32 year in which it was granted
- 33 8. The Company may not cancel an employees vacation period . If necessary the Company
34 may, in seniority order, ask for volunteers from among those employees with vacation
35 periods that fall within the designated period who are willing to have their vacation
36 moved or cancelled. If such vacation is not taken in the original period awarded due to a
37 Company request, the employee may elect to take any open week as an alternative or he
38 may carry the vacation period into the following calendar year or he may request a pay
39 out of the unused time.

ARTICLE 8: VACATION

1 9. If, as a result of a request by the Company, an employee agrees to move or cancel his
2 awarded vacation and such employee has incurred a non-refundable charge for
3 reservations or accommodations for that vacation period, the Company will, on an
4 individual basis, review the circumstances and may reimburse the employee, if
5 appropriate, for any forfeited deposits for which the employee has receipts or other proof
6 of incurred expense.

7 D. Day-At-A-Time (DAT) Vacations

- 8 1. DAT vacations shall be scheduled using a process developed in each location and
9 mutually agreed to by the Company and the Union. Such process shall define the number
10 of employees authorized to receive DAT's on any given shift at each bid location.
- 11 2. Vacation assignments will normally be made on the basis of weekly periods. However,
12 after first round bidding an employee may take remaining vacation on a day-at-a-time
13 (DAT) basis.
- 14 3. DAT vacation days may be used consecutively but must be bid singularly.
- 15 4. DAT vacation may be approved in no less than four (4) hour increments.
- 16 5. Employees will be awarded a DAT by full-time Company seniority regardless of how
17 many DAT hours an employee has used.
- 18 6. No request may be filed more than 30 days in advance nor approved more than fourteen
19 (14) days in advance. Approval will be on a first-come first-served basis among requests
20 on file during the fourteen (14) day period. The supervisor will notify the employee of the
21 of the approval or disapproval at least seven (7) calendar days in advance of the requested
22 day off.

23 E. Separation, Furlough or Recall

- 24 1. For employees hired before January 1,1998, if separation or status change occurs all
25 unused vacation from the current calendar year is available for payout. Employees
26 separating from the Company during their first calendar year of hire forfeit any unused
27 vacation days. Any unused vacation hours shall be deducted from that employee's final
28 pay.
- 29 2. For employees who separate from the Company after their calendar year of hire, eligible
30 vacation for the calendar year of separation will be paid out according to the following
31 schedule:

Quarter resigned	Amount vacation available
Jan – March	25%
April – June	50%
July – September	75%
October – December	100%

32

ARTICLE 8: VACATION

1 Example: an employee with ninety-six (96) hours of vacation eligibility who resigned in
2 the first quarter of the year would be eligible to receive pay for twenty-four (24) hours of
3 unused vacation; forty-eight (48) hours if the resignation occurred during the second
4 quarter; seventy-two (72) hours if the resignation occurred in the third quarter and ninety-
5 six (96) hours if the resignation occurred in the fourth quarter.

6 3. An employee who separates from the Company who has utilized more vacation time than
7 covered by the prorated amount, the excess days would be deducted from that employee's
8 final pay.

9 4. If an employee is placed on furlough all unused vacation days shall be paid out in the
10 next scheduled payroll. An employee in his first calendar year of hire is not eligible for
11 any vacation to be paid out. If the Company expects the furlough to be sixty (60) days or
12 less, they shall notify the employee of such and the employee may elect not to have
13 unused vacation paid out at the time of furlough.

14 5. If recalled from furlough in any following calendar year, the employee's allotment of
15 vacation days for that year shall be determined by the number of months remaining in the
16 calendar year he returns. For one (1) day to three (3) months, his allotment shall be
17 twenty-five percent (25%). For four (4) months to six (6) months, his allotment shall be
18 fifty percent (50%). For seven (7) months to nine (9) months, his allotment shall be
19 seventy-five percent (75%). For ten (10) months to twelve (12) months, his allotment
20 shall be one hundred percent (100%).

21 6. Employees leaving the service of the Company shall have all unused vacation paid out in
22 the next scheduled payroll in accordance with this article.

1 **ARTICLE 9: SICK TIME**

2 A. Effective January 1, 2007, [assuming DOS in 2006] each employee covered by this
3 Agreement shall accrue five hours and thirty-three minutes (5:33) of sick time for each
4 month where he is on the payroll for three (3) or more work weeks. An employee will not be
5 compensated for any sick time or occupational injury pay during his probationary period, but
6 after successfully completing his probationary period will have available sick time from date
7 of hire.

8 B. Upon ratification of this Agreement, all remaining current year sick hours and banked sick
9 hours shall be maintained.

10 C. Sick Bank

11 1. Unused sick hours may be banked for future use.

12 2. The maximum accumulation of banked sick time is four hundred and eighty (480) hours.

13 3. Notice of sick hours will be provided for each employee twice a year, in January and
14 July.

15 4. Employees on furlough will retain intact their sick time for a period not to exceed forty-
16 eight (48) months from date of furlough. If such employees return to the service of the
17 Company within the forty-eight (48) month period, the sick time that they will then begin
18 to accrue shall be added to such previously banked sick time. Employees on non-medical
19 leaves of absence shall retain all banked sick time.

20 5. With advance management approval, employees may donate a portion of their current
21 vacation to fellow employees who have exhausted their accrued sick time.

22 D. For personnel record keeping and pay purposes, an employee shall not be considered on sick
23 time on the days he or she was not scheduled to be available for work. Sick time taken on
24 workdays shall be deducted from the employee's sick time accrual. An employee will be
25 permitted to use sick time for the remaining portion of a day in which he reported for work
26 and becomes ill providing he reports to the supervisor on duty prior to leaving.

27 E. An employee may be requested to provide a doctor's written confirmation of illness or injury
28 and ability to return to work after three consecutive days of illness/injury. No employee will
29 be disciplined for the legitimate use of sick leave or occupational injury leave unless the facts
30 and circumstances surrounding a sick call or attendance record indicate abuse or excessive
31 use of sick time. Time spent on approved leaves of absence shall not be included as a part of
32 any Company attendance program.

33 F. An employee must notify the Company of an impending sick day as far in advance as
34 possible prior to the start of his/her shift and if at all possible no later than the actual shift
35 start time.

ARTICLE 9: SICK TIME

1 G. Sick time shall carry over when an employee covered by this Agreement transfers, is
2 promoted or demoted without a break in service within the covered group.

3 H. Occupational Injury

4 1. In the event an illness or injury occurs that results in Workers' Compensation benefits,
5 the Company shall remain in compliance with applicable law.

6 2. A Workers' Compensation leave shall be approved based on proper medical certification
7 and timely completion of required documentation up to a maximum of thirty-six (36)
8 months, generally in up to six-week segments.

9 3. Each employee covered by this Agreement shall, on an annual non-cumulative basis, be
10 granted forty (40) hours of occupational injury leave and pay to be utilized in the event of
11 absence due to occupational injury or illness during the calendar year.

12 4. If requested and after exhausting available occupational injury leave defined in paragraph
13 3 above, an employee may use sick time for a Workers' Compensation illness or injury
14 concurrently with the Workers' Compensation pay to make up the difference between the
15 employee's regular straight time rate and the Workers Compensation pay.

16 5. At the employee's option, any available remaining vacation time may be applied during
17 the leave.

18 6. Employees are required to continue to pay the employee portion of applicable insurance
19 costs as required by the Company and permitted by law for the duration of a Workers'
20 Compensation leave.

21 7. Company and Classification seniority for pay and benefit purposes shall be retained and
22 accrued during the leave period.

23 8. Employees injured while at work shall be provided prompt medical attention paid by the
24 Company. Employees may be permitted to return to work without loss of pay for that day
25 upon presenting an unrestricted medical release from the attending medical provider.
26 Should additional treatment or examination be necessary which can be accomplished on
27 site or at a company designated occupational health clinic nearby, an injured employee
28 shall be given time off from their shift for such treatment/examination without loss of pay
29 for that period with approval of his supervisor. The Company shall arrange and pay for
30 round trip transportation for the initial medical attention required. It is the employee's
31 responsibility to inform his supervisor during the work period the injury occurred if
32 physically possible.

33 9. Employees who receive a medical return to work release will be permitted to return to
34 work without signing any release of liability pending the disposition or settlement of any
35 claims for damage or compensation.

ARTICLE 9: SICK TIME

1 I. Transitional Duty

2 Employees who are unable to fully perform their job function due to a temporary injury or illness
3 will be provided an opportunity to perform transitional duty for a period of up to ninety (90) days
4 provided such work is available. Such duty may not be on the employee's regular shift or days
5 off.

6 J. The pay for sick time and occupational injury leave shall be the pay which the employee
7 would normally have received at his straight-time rate for regular time had he worked during
8 his sick leave or occupational injury leave.

9 K. Accrued sick time is not paid out upon separation, transfer out of the covered group, or
10 change to part-time status.

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 A. General

- 3 1. There are six (6) types of leave available to AMFA represented employees: Personal,
4 Employee Medical, Workers' Compensation, Family Care, Military and Union Leave
5 (See Article 21). Leaves of Absence shall be without pay unless otherwise specified.
- 6 2. Once an employee has completed probation (except for Worker's Compensation leave),
7 the employee may request a leave of absence. The request must be made on the
8 Company's designated form through the employee's immediate supervisor/designee
9 unless otherwise specified in this Agreement. The request must be made as far in advance
10 as possible, but at least twenty-one (21) calendar days prior to commencement of the
11 leave, unless the need is unforeseeable. Failure to provide twenty-one (21) calendar days
12 notice may result in a delay in the approval process. Certain documentation and/or
13 medical certification may be required prior to approval.
- 14 3. If appropriate, intermittent leave may be requested for an employee's medical leave or to
15 care for the "serious health condition" of the employee's spouse, domestic partner, child
16 or parent.
- 17 4. An employee on an approved Leave of Absence (LOA) desiring to return prior to the
18 approved expiration date of such LOA must give fourteen (14) days written notice and
19 may return with Company approval.
- 20 5. In considering the leave request, the supervisor or designee will take into account the
21 type of leave requested, the duration, staffing requirements, the job classification and
22 length of service, as well as any legal ramifications. A decision regarding the request
23 shall be rendered at least seven (7) days prior to requested commencement unless the
24 need for such leave is unforeseeable, provided the time frames in paragraph A. 2. are met
25 by the employee.
- 26 6. Employees covered by this Agreement shall, upon returning from an authorized Leave of
27 Absence or extension thereof, be returned to the bid location from which they left and to
28 the position (shift and days off) they held at the time they left on Leave of Absence.
- 29 7. An employee whose position was eliminated or filled through bidding/bumping
30 procedures shall be able to exercise their seniority in accordance with the terms of the
31 Agreement.
- 32 8. Holidays during a leave are not paid.
- 33 9. Upon request, an employee shall be granted one space available round trip while on a
34 leave of absence. Employees on a personal, employee medical, worker's compensation,
35 or family care leave may request and be granted free and reduced rate travel privileges
36 for themselves and eligible persons for travel related to medical treatment or family care
37 reasons. The granting of travel privileges shall be subject to Company policy, regulations
38 and interline agreements.

ARTICLE 10: LEAVES OF ABSENCE

1 10. Employees on approved leaves of absence are required to maintain current contact
2 information with their supervisors and to provide address changes and return-to-work
3 information.

4 11. Insurance benefits shall be continued during all types of leave subject to payment, where
5 applicable, of the appropriate premiums by the employee as required by this Agreement
6 and permitted by law. *See Article 24, Insurance for further details.*

7 B. Family and Medical Leave Act of 1993

8 The Company shall at all times remain in compliance with the requirements of the Family
9 Medical leave Act of 1993 (FMLA, as amended). Family care leaves and certain medical leaves
10 shall be granted upon receipt of the appropriate request by eligible employees. Employees are
11 eligible if they have worked at ATA for at least 12 months as of the date the requested leave is to
12 begin and worked at least 1,250 hours full-time during the year preceding the start of the leave.
13 An eligible employee is entitled to the equivalent of 12 work weeks of FMLA eligible leave
14 (based on the employee's normal hours) during a 12-month period. This 12-month period is
15 calculated looking backward at the rolling 12-month period prior to the requested leave.
16 (Example: Employee A requests a FMLA leave beginning January 1, 2002. The employee had a
17 FMLA leave from March 1, 2001 to May 31, 2001. Employee A is not again eligible for a
18 FMLA leave until March 1, 2002).

19 C. Personal Leave

20 1. Where a justifiable reason exists and the requirements of the service permits, a Personal
21 leave may be approved, solely at Company discretion, for a period not in excess of ninety
22 (90) days. Personal leaves may be extended for additional periods not to exceed thirty
23 (30) days up to a total maximum of 6 months.

24 2. When more than one employee requests a personal Leave of Absence over the same
25 period of time and the reasons for requesting the Leaves are similar, Company seniority
26 shall apply. Once granted, the leave of absence will not be rescinded due to a request by a
27 more senior employee.

28 3. Company seniority and classification seniority for pay purposes and benefit purposes
29 shall accrue during a personal leave.

30 4. Copies of the approval shall be forwarded to the Human Resources file.

31 5. Employees elected to positions in the service of the Government of the United States or
32 any political subdivision thereof, shall be granted an indefinite personal Leave of
33 Absence by the Company. An employee on personal Leave of Absence for this purpose
34 shall retain and continue to accrue seniority but shall have no other employee benefits.
35 The employee will be compensated for any remaining vacation and will retain whatever
36 sick and occupational injury leave he had at the time the Leave of Absence began. No
37 later than thirty (30) days after the expiration of his term of Government office, the
38 employee shall report to work or forfeit his seniority.

ARTICLE 10: LEAVES OF ABSENCE

1 D. Employee Medical Leave:

- 2 1. An employee must request a medical leave after four consecutive days or more of illness
3 or injury provided such an illness or injury did not arise out of his Company employment
4 (In such case, paragraph E. applies).
- 5 2. Medical leave may be approved based on proper medical certification and timely
6 completion of required documentation for up to thirty six (36) months, generally in up to
7 six (6) week segments. If a definitive period of time can be determined beyond six (6)
8 weeks, the request may be granted for that entire period. The ATA Medical certification
9 form is required to be filed within fifteen calendar days of the request for leave. Medical
10 recertification at reasonable intervals may be required.
- 11 3. Copies of the approval shall be forwarded to the HR file.
- 12 4. An employee on medical leave for pregnancy reasons:
 - 13 a. Expectant mothers are allowed to work as long as their health permits, with the
14 approval of their physician.
 - 15 b. If the employee wishes to extend her medical leave, she may request additional leave
16 by applying any remaining time under FMLA. If she does not have any FMLA time
17 remaining, she may apply for a Personal leave.
- 18 5. During an Employee Medical Leave:
 - 19 a. Any unused current and/or banked (if applicable) sick days will be applied
20 immediately and will run concurrently with the leave.
 - 21 b. Any vacation period scheduled to occur during the first six weeks of the leave may
22 either be continued to be applied, rebid to another open vacation period if available,
23 or paid out. After six (6) consecutive weeks of leave, unused vacation days will be
24 applied and will run concurrently with the leave. It is the employee's option to
25 request vacation to be applied during the initial six (6) weeks of the leave.
 - 26 c. Employees are required to pay the employee portion of applicable insurance costs as
27 required by this Agreement at the beginning of each month during the first year of the
28 employee medical leave. From the thirteenth (13th) through the twenty-fourth (24th)
29 month of an employee medical leave, an employee will be billed for the employee
30 portion and fifty percent (50%) of the Company portion of the plan contribution.
31 After the twenty-fourth (24th) month of leave the employee shall be responsible for all
32 monthly plan contributions.
 - 33 d. Company seniority and classification seniority for pay and benefit purposes shall be
34 retained and accrued during the first year of the leave. For any time beyond one (1)
35 year, Company seniority for pay and benefit purposes will be retained, but will not
36 accrue.

ARTICLE 10: LEAVES OF ABSENCE

1 E. Worker's Compensation Leave

- 2 1. When an illness or injury arises out of his Company employment, an employee must
3 request a worker's compensation leave after four consecutive days or more of illness or
4 injury.
- 5 2. A Worker's Compensation leave shall be approved based on proper medical certification
6 and timely completion of required documentation up to a maximum of thirty-six (36)
7 months, generally in up to six (6) week segments. If a definitive period of time can be
8 determined beyond six (6) weeks, the request may be granted for that entire period. The
9 ATA Medical certification form is required to be filed within fifteen days calendar days
10 of the request for leave. Medical recertification at reasonable intervals may be required.
- 11 3. Copies of the approval shall be forwarded to the HR file.
- 12 4. During a Worker's Compensation leave:
 - 13 a. Employees shall retain and accrue job classification seniority during a medical leave.
 - 14 b. It is the employee's option to have unused current or banked sick days, vacation or
15 any other applicable paid time to be applied and run concurrently with the leave. Any
16 vacation period scheduled to occur during the leave may either be continued to be
17 applied, rebid to another open vacation period, or paid out.
 - 18 c. Employees are required to pay the employee portion of applicable insurance costs as
19 required by the Company at the beginning of each month during the first year of the
20 employee medical leave. From the thirteenth (13th) through the twenty-fourth (24th)
21 month of an employee medical leave, an employee will be billed for the employee
22 portion and fifty percent (50%) of the Company portion of the plan contribution.
23 After the twenty-fourth (24th) month of leave the employee shall be responsible for all
24 monthly plan contributions.
 - 25 d. Company seniority for pay and benefit purposes shall be retained and accrued during
26 the worker's compensation leave.

27 F. Family Care Leave

- 28 1. Family Care leaves will be available if the employee has any time remaining under the
29 FMLA, and will be governed by the requirements of the FMLA, as amended.
- 30 2. Family Care leaves may be approved for up to twelve (12) weeks and may require a
31 physician's medical certification. The ATA Medical certification form is required to be
32 filed within fifteen days calendar days of the request for leave. Medical recertification at
33 reasonable intervals may be required.
- 34 3. After six (6) consecutive weeks, unused vacation days will be applied immediately and
35 will run concurrently with the leave. It is the employee's option to request vacation to be
36 applied during the initial six (6) week period.

1 **ARTICLE 11: SENIORITY**

- 2 A. SENIORITY under this Agreement shall be defined as length of continuous service in the
3 classifications covered by this Agreement and shall accrue from the date of entering the
4 classifications on a regular assignment, subject to other provisions contained within this
5 Agreement. The following terminology, definitions and applications shall govern in matters
6 of seniority:
- 7 B. COMPANY SENIORITY shall be established on the initial date of employment and shall be
8 used for travel privilege purposes and is accrued from the date an employee is hired by the
9 Company. An employee's full-time Company seniority shall be used for vacation bidding.
- 10 C. CLASSIFICATION SENIORITY shall be defined as length of continuous service in a
11 classification covered by this Agreement and shall accrue from the date of entering such a
12 classification, subject to other provisions of the Agreement. Classification seniority date,
13 adjusted if warranted by other provisions of the Agreement, shall be recognized where
14 employees hereunder are employed for determining the order of employee bidding, or other
15 applications of seniority. Classification seniority shall also be recognized in all promotions,
16 reductions in force, realignment of shifts or days off and transfers involving classifications in
17 accordance with provisions of other Articles in this Agreement. There shall be four (4)
18 classifications as defined in Article 4 of this Agreement.
- 19 D. New employees shall be regarded as probationary employees for the first six (6) months of
20 active service. The Company shall have the right to discipline, suspend or discharge the
21 employee without recourse to the grievance process or System Board of Adjustment. After
22 completing the probationary period the just cause standard shall apply to all discipline.
- 23 E. If retained in the service of the Company after the probationary period, the names of such
24 employees shall then be placed on the appropriate Classification Seniority List in accordance
25 with paragraph C above. To decide the position of two or more employees on the Seniority
26 List whose Classification seniority date is the same, seniority will be based on Company
27 Seniority, and then by the last 4 digits of the employees' social security numbers, highest to
28 lowest.
- 29 F. Seniority lists for each classification shall be updated and posted by the Company quarterly
30 at all locations where employees covered by this Agreement are employed. Such lists shall
31 include the employee's name, job title, Company seniority and Classification seniority date
32 and shall be subject to correction upon any protest filed by the employee or Association, if
33 the protest is filed within forty-five (45) calendar days from the date of posting. If no protest
34 is filed within the aforementioned time frame, such list shall be presumed beyond question to
35 be correct, and no protest, grievance, or other means shall thereafter be commenced or
36 entertained to change said date for any employee unless a subsequent list alters the seniority
37 date.
- 38 G. Employees transferring to salaried positions within the Maintenance and Engineering
39 Division after date of signing shall retain and accrue seniority in the classification from
40 which they transferred for a period not to exceed one hundred and eighty (180) cumulative

ARTICLE 11: SENIORITY

1 calendar days. After the completion of the aforementioned one hundred and eighty (180) day
2 period, such employee shall retain seniority for a period not to exceed five (5) years from the
3 date of transfer. In the event of furlough within the salaried positions, such employee shall be
4 permitted to bid any open position that previously had no successful bidders in any
5 classification in which he holds seniority.

6 H. Employees transferring on or after the date of signing of this Agreement to non-Maintenance
7 and Engineering Division positions within the Company, shall retain but not accrue
8 Classification seniority for a period of one hundred eighty (180) days from the effective date
9 of the transfer. After the one hundred eighty (180) day period such name shall be stricken
10 from the appropriate Classification Seniority List(s). In the event of furlough from such
11 position, the employee shall be permitted to bid any open position that previously had no
12 successful bidders in any classification in which he holds seniority.

13 I. Classification seniority will continue to accrue during furlough periods in accordance with
14 the provisions of Article 14.

15 J. Employees covered by this Agreement shall lose their Classification seniority status and their
16 names shall be stricken from seniority list(s) as a result of voluntary resignation or
17 involuntary termination.

1 **ARTICLE 12: VACANCIES**

- 2 A. The Company determines when vacancies exist and if and when they will be filled.
3 Vacancies shall be defined under the terms of this agreement as any vacated position, any
4 new position, and positions in newly established locations as designated by the Company. All
5 vacancies in classifications covered by this Agreement shall be posted at all ATA staffed
6 stations, and posted on the Company web site, where employees covered by this Agreement
7 are employed except as required by law. All vacancies will be posted and bids processed
8 within thirty (30) calendar days.
- 9 B. All AMFA represented ATA employees, including those on furlough status, shall be eligible
10 to bid on posted positions provided they meet the minimum requirements for the position.
11 Other ATA employees holding classification seniority and not represented by the Association
12 shall only be permitted to bid any open position that previously had no successful bidders.
13 Employees are ineligible to bid during their probationary period, but may, with Company
14 approval, transfer to any open position that previously had no successful bidders.
- 15 C. The system bid posting shall state the number of vacancies at a location to be filled, the job
16 title, minimum qualifications as defined in Article 4, the station and bid location, shift, day
17 off pattern, the place where bids are to be sent, and the last date on which they will be
18 accepted. Such date will be a minimum of ten (10) calendar days after the posting.
- 19 D. The bids are to be filled out using a two-part bid form supplied by the Company and
20 provided on the Company web site. Employees may bid for the open position(s) by
21 completing the Company designated form and submitting the original to the appropriate
22 Company representative as stated on the bid posting. Upon submission the form will be
23 signed by the Company representative accepting notice of the bid and a copy retained by the
24 employee as evidence of submission.
- 25 E. The Company will post the name(s) of the successful bidder(s) within seven (7) calendar
26 days after the bulletin closing date. The bid will be awarded to the employee(s) in
27 classification seniority order except as required by law. The posting shall include job title,
28 minimum qualifications, bid location, shift, station, and day off pattern. The Company shall
29 contact any employee that is the successful bidder on two or more posted jobs closing on the
30 same day, and the employee must then select one position before the posting of the award.
31 For bids that involve a station to station relocation the Association may protest awards for
32 any employee whose rights under this Article may have been denied and that bid process
33 shall be frozen until a determination of the protest is made.
- 34 F. Any employee selected to fill such a vacancy shall be released to his new assignment within
35 fourteen (14) calendar days from the date of the award. Employees transferring from station
36 to station will be allowed up to seven (7) calendar days after their release date to report to
37 their new station. An employee transferring from station to station may, at his option, utilize
38 vacation to compensate for loss of pay. Management reserves the right to hold over
39 employees in order to train replacement employees, with such time not to exceed thirty (30)
40 calendar days. In all cases, all pay increases associated with the new position shall become

ARTICLE 12: VACANCIES

1 effective on the start date of the new position or fourteen (14) calendar days after the date of
2 the bid award, whichever occurs first.

3 G. Bid Location shall be defined as a work area on a shift, at a station where employees are
4 engaged in the same type of work (i.e. avionics, check hangar, equipment furnishing, engine
5 shop, ground equipment, inspection, line maintenance, machine and tooling, welding, etc.).

6 H. Except in cases of promotion, employees shall be required to remain in their position/location
7 for a minimum of twelve (12) months after a bid award.

8 I. The Company may establish temporary positions, including Leads, not to exceed ninety (90)
9 days. Extensions to the ninety (90) day period must be mutually agreed to in advance by the
10 Company and the Association's Airline Representative(s). The position will be filled first on
11 a voluntary basis based on classification seniority and minimum qualifications within the bid
12 location where such a vacancy occurs. If such temporary positions can not be filled from
13 within the bid location, then the above process may be expanded first to the station, and then
14 to the system. An employee filling a temporary position shall be paid the normal wages and
15 any premiums associated with the temporary position. An employee under this Agreement
16 assigned to a temporary job shall, upon such discontinuance of such temporary job, be
17 returned to the job in his former classification, shift, days off and bid location. While on
18 temporary assignment, such employee shall be allowed to participate in any vacation bidding
19 and realignments that may occur.

20 J. In the event no qualified employee(s) bids for an open permanent position, the Company will
21 assign the least senior qualified employee on furlough from that station, i.e. IND, BWI, etc.
22 Failure to accept the assignment will result in voluntary resignation. If no one is on furlough
23 from that station, those on furlough can remain on furlough until they bid for or accept a
24 position or until the time limits are reached as outlined in Article 14: Furlough. If there are no
25 qualified bidders from furloughed employees, the Company shall fill the open position
26 externally.

1 **ARTICLE 13: FIELD SERVICE, SPECIAL PROJECTS AND TRAINING**

2 A. Field Service

3 Field service may be necessary to support the operation and includes but is not limited to:

- 4 1. Returning Company aircraft or equipment to service, and/or
- 5 2. A major repair, modification or assignment which requires specific skills, and/or
- 6 3. Performing maintenance at a point where regular line maintenance is not available.

7 B. Types of Field Service

8 There are two types of field service:

9 1. AOG or unplanned field service assignments

- 10 a. Require departure by the employee(s) assigned anywhere from immediately to within
- 11 forty-eight (48) hours. At least two (2) hours notice will be provided if the assignment
- 12 is expected to require an overnight stay.
- 13 b. Length of the trip will not exceed three (3) calendar days domestic or five (5)
- 14 calendar days international unless the employee agrees to an extension.
- 15 c. All time in excess of eight (8) or ten (10) hours, whichever is applicable, spent in
- 16 positioning, waiting without release from service and/or working active maintenance
- 17 will be paid at the applicable overtime rate.

18 2. Planned field service assignments:

- 19 a. More than forty-eight (48) hours advance notice to the scheduled flight departure is
- 20 provided.
- 21 b. Length of the trip will not exceed twenty-one (21) calendar days unless the employee
- 22 agrees to an extension.

23 C. Selection

- 24 1. A field service volunteer list will be maintained and posted at each bid location.
- 25 Employees desiring to participate in field service will be required to sign the volunteer
- 26 list. Names will be entered initially in Classification Seniority order, along with any
- 27 special authorizations held such as passports, engine run, taxi, RII, etc. Such
- 28 authorizations may be required for a specific assignment. If an employee transfers into a
- 29 department, and desires to participate in field service, his name will be placed at the
- 30 bottom of the list.
- 31 2. As employees are sent on field service, their names will go to the bottom of the rotation
- 32 should they choose to continue to volunteer. Employees not selected for a field service

ARTICLE 13: FIELD SERVICE, SPECIAL PROJECTS AND TRAINING

- 1 assignment because of a lack of qualifications will remain in the same position on the list
2 until they are selected.
- 3 3. For AOG/unplanned field service, selection will be from the field service list in rotation
4 order from the shift on duty if it is necessary to send the employee immediately. If the
5 required number of employees are not obtained with the on duty staff, the responsible
6 supervisor will then go through the oncoming shift list to get the required employees,
7 etc., until the need is met. If the required number of employees is not obtained the trip
8 shall be assigned to the junior qualified employee in the appropriate shift/bid location
9 unless a qualified employee who is not on the list volunteers for the assignment. If the
10 junior employee has special and/or critical previous personal commitments the Company
11 shall bypass him and assign the task to the next most junior qualified employee.
- 12 4. For planned field service, selection will be from the field service list in rotation order
13 without regard to shift or days off. If the required number of employees is not obtained
14 through the above process or by a volunteer from the field service list, the trip shall be
15 assigned to the junior qualified employee on the field service list, provided that employee
16 has not been on a field trip in the last 21 days, otherwise the trip shall be assigned to the
17 junior qualified employee not on the field service list in appropriate shift/ bid location
18 unless a qualified employee who is not on the list volunteers for the assignment. If the
19 junior employee has special and/or critical previous personal commitments, the Company
20 shall bypass him and assign the task to the next most junior qualified employee.
- 21 5. The supervisor selecting the field service employees will select the bid location from
22 which the employee(s) will be sent and will contact the available qualified employee(s)
23 for the assignment in rotation order. In the event staffing depletion becomes
24 unmanageable, the Company may bypass the remaining volunteers on the list from that
25 bid location and go to other bid locations or stations as necessary. The Company shall
26 make every effort to consider utilizing qualified employees from maintenance stations
27 closest to where the field service is needed based on staffing and costs.
- 28 6. Employees may add or remove their name from the volunteer list up to twelve (12) hours
29 prior to the selection process. Employees may not decline an assignment while on the
30 active field service list if and when contacted, except as defined in paragraph 7 below. If
31 an employee removes his name from the list and subsequently adds it back, his name will
32 be placed at the bottom of the list, not in seniority order.
- 33 7. Those employees on the field service list who are on leave of absence, vacation, sick
34 days, jury duty, on the job injury/modified duty, military leave, training, family
35 emergency, or other pre-approved absence from regular duty shall not be eligible for
36 consideration for Field Service during such period.
- 37 8. Employees must be qualified on aircraft type and category of Field Service (i.e.,
38 structures, avionics, engine change and A&P, etc.); possess R.I.I. if required, and be Run
39 & Taxi qualified if required.

ARTICLE 13: FIELD SERVICE, SPECIAL PROJECTS AND TRAINING

1 D. General

- 2 1. When employees covered by this Agreement are engaged in field service away from their
3 base station they shall be paid for such work at the same rate as at their base station. In no
4 case shall the employee receive less than forty (40) hours per pay week, except as
5 provided for in this Agreement. . Duty time shall commence at the scheduled report time
6 or actual report time whichever is later and shall include all time traveling, working and
7 waiting, without release from service and shall not exceed sixteen (16) hours unless the
8 employee agrees to an extension and the appropriate director approves it. Days off for
9 employees on planned field service trips shall be defined prior to the start of such field
10 service. For the purpose of determining overtime rates of pay, days off shall not be
11 adjusted for employees on AOG or unplanned field service trips.
- 12 2. The Company shall define whether an employee is on standby status or released from
13 service. When in a standby status the employee will continue to receive pay at the
14 applicable rate. If the employee is released by the Company for a period of five (5)
15 consecutive hours or more he shall not be paid for the time released. If such employee is
16 called back to duty prior to the full eight (8) hour rest period then he shall return at the
17 same rate of pay as when released. Employees shall receive at least eight (8) consecutive
18 hours of rest within each twenty-four (24) hour period on assignment.
- 19 3. In the event a field service assignment is interrupted the employee may be reassigned to
20 assist with other Company aircraft or equipment support at that location provided the
21 reassigned work is within the scope of their regular job duties.
- 22 4. Shift starting times and scheduled days off for planned field service will be established in
23 writing at the time of assignment. Scheduled days off that are not worked will be unpaid.
- 24 5. Upon completion of such field service, the employee shall return to his base station in
25 accordance with the instructions received at the time of the assignment or in accordance
26 with the instructions received most recently from Maintenance Control and shall be
27 compensated for the return trip in accordance with the provisions of this Article and, if
28 applicable, Article 6: Overtime.
- 29 6. An employee having completed a field service assignment away from his base station,
30 beyond his regular shift, shall have at least eight (8) hours rest before being required to
31 report for work. If such eight (8) hour rest period encroaches into his normal shift then
32 the employee shall be excused from that time period without any loss of pay. It is the
33 employee's responsibility to notify his supervisor to arrange for the rest period. The
34 supervisor will adjust the next shift starting time to accommodate the rest. In the event an
35 employee's paid rest period would result in his returning for four (4) hours or less of his
36 regular work shift, the employee may elect not to return, and to take off the remainder of
37 the regular work shift without pay as an approved absence.
- 38 7. No employee shall be required to perform services in a location where no other person is
39 available to render assistance in the event of an emergency. Except for military or
40 specialty charters, where the Company sends only one technician there must be a second

ARTICLE 13: FIELD SERVICE, SPECIAL PROJECTS AND TRAINING

- 1 ATA employee on duty at that location. Such assistant must be within view and able to
2 readily communicate with the field service technician to assure safety and assist when
3 necessary.
- 4 8. Any and all overtime worked in conjunction with AOG field service shall be counted
5 toward overtime equalization procedures as defined in Article 6: Overtime.
- 6 9. When a hotel room is required while on a field service assignment, the Company will
7 provide a single room to each employee at no cost at or near the airport. Such hotel must
8 be safe, clean, quiet and rated First Class or better as defined in the Reed Travel Group
9 Official Hotel Guide. There shall be adequate eating facilities in the hotel or nearby. If
10 the employee is on a planned field service assignment the Company shall consider a hotel
11 room, as described above, in the downtown area of the largest metropolitan area serving
12 that airport or in a comparable location requested by the Association. If the Company is
13 unable to obtain a hotel that meets the above criteria then it shall provide a hotel at an
14 alternate location and provide transportation as needed. It is recognized that some
15 accommodations on military trips may not meet the requirements outlined above due to
16 availability or security (i.e. staying in military facilities).
- 17 10. Employees shall not be required to use their personal automobile for Company business
18 unless by mutual agreement with management.
- 19 11. Employees on field service, filling temporary vacancies, in training and/or on other
20 assignments away from their home station that have a family emergency arise, will, if
21 requested, be returned to their base immediately in the most direct route possible, first
22 using ATA flights, then other carriers where the Company has interline or discount
23 agreements.
- 24 12. When a field service trip requires the use of chartered aircraft, the charter company must
25 possess an FAA Part 135-charter certificate. The aircraft must be a jet type aircraft (e.g.
26 Lear), or a turboprop. Two (2) pilots are required when ATA employees are aboard a
27 chartered aircraft and both pilots must be type rated for the aircraft.
- 28 13. In certain geographical areas served by more than one (1) airport, establishment of co-
29 terminal stations may be appropriate for both the Company and the employee. Co-
30 terminal stations means two or more airports served by employees within the same home
31 base provided that any of the airports are no more than forty-five (45) statute miles
32 distance from each other. In such cases, employees based at either co-terminal station and
33 assigned to perform duties in either co-terminal station, shall not be considered as
34 performing Field Service. Employees assigned to co-terminals shall bid for shifts and bid
35 locations as a part of the annual bidding process. For supplemental coverage, e.g.
36 schedule changes, vacation back-fill, etc. the Company shall post the assignments for bid
37 on a monthly basis, if possible, or seek volunteers at the time of the assignment.. Should
38 there be no qualified volunteers the Company shall assign the work to the most junior
39 qualified employee by inverse seniority until the needs are met. Qualifying reimbursable
40 expenses shall be limited to mileage differences for their personal vehicle and toll
41 charges.

ARTICLE 13: FIELD SERVICE, SPECIAL PROJECTS AND TRAINING

1 14. For positions requiring employees to possess a passport or visa, the Company shall
2 reimburse an employee for the cost of one (1) initial passport or renewal of his U.S.
3 passport during the life of this Agreement. For employees holding only a foreign
4 passport, the Company will provide an amount equivalent to the cost of renewal of a U.S.
5 passport for the renewal of foreign passports. The Company shall reimburse employees
6 for the cost of visas and required photos (other than passport photos). For specific
7 assignments, the Company shall reimburse employees for inoculations/medications as
8 required by the Company. The Company shall obtain visas whenever necessary and
9 employees shall assist in obtaining visas when needed.

10 15. When working away from home station for periods longer than eight (8) hours a hotel
11 will be provided for rest.

12 E. Special Projects

13 1. A special project is a major repair or modification within a station, which requires
14 specific skills and a dedicated crew to return an aircraft to service. The manager
15 responsible for the project will determine when a Special Project crew will be assigned
16 and is responsible for ensuring the selections process is conducted in accordance with the
17 following procedure.

18 2. Prior to initiation of any special project the Company must first post a notice stating the
19 nature of the project, location, anticipated duration and job title. Employees desiring to
20 sign up for the Special Project will be given a minimum of seven (7) calendar days to
21 apply. Positions shall be awarded according to seniority in the job title positions being
22 filled. If the required number of qualified employees are not obtained, the Special Project
23 shall be assigned to the junior qualified employee in the appropriate shift/bid location
24 unless a qualified employee who is not on the list volunteers for the assignment. If the
25 junior employee has special and/or critical previous personal commitments the Company
26 shall bypass him and assign the task to the next most junior qualified employee.

27 3. Selection:

28 a. Employees must possess the qualifications necessary to accomplish the task.

29 b. Management shall offer the assignment to employees according to seniority.

30 c. Those employees on the volunteer list who are on leave of absence, vacation, sick
31 days, jury duty, on the job injury/modified duty, military leave, training, family
32 emergency, or other pre-approved absence will not be eligible for consideration for
33 Special Projects during such period.

34 F. Training

35 1. The Company shall make every reasonable effort to schedule employees to attend
36 training classes during their regular work hours. It is expressly understood and agreed
37 however, that an employee's shift and/or days off may be temporarily rescheduled to
38 allow attendance at training classes of at least five (5) days duration, provided the

ARTICLE 13: FIELD SERVICE, SPECIAL PROJECTS AND TRAINING

- 1 employee is given seven (7) days notice of such shift and days off exchange. Employees
2 shall have the right to decline training opportunities if such training conflicts with special
3 and/or critical previous personal commitments. Such employee shall make every effort to
4 work with the Company to reschedule such training.
- 5 2. Time spent by an employee covered by this Agreement attending classes scheduled by
6 the Company, before, during or after his regular shift shall be deemed as time spent at his
7 regular work for all purposes and shall be compensated for at his regular straight time
8 rate, or at the applicable overtime rate in accordance with Article 6: Overtime. If the
9 training occurs on the employees scheduled day off the employee may request and be
10 granted a mutually agreed to alternate day(s) off within the same pay period in lieu of
11 overtime. Such days off must be in conjunction with each other.
- 12 3. When the Company provides training on a new type of aircraft or its component parts,
13 employees regularly performing the type of work involved will normally be assigned to
14 such training in order of their classification seniority on their shift, to the extent of the
15 number required. The Company reserves the right to assign training out of seniority order
16 for purposes associated with disciplinary corrective action or compliance with FAA
17 mandated action.
- 18 4. The Company shall keep the technicians currently trained in their skill in order to
19 perform all inspections and work required to safely maintain our fleet.
- 20 5. All employees shall receive training to perform their job in the work area they are in.
21 Aircraft Familiarization Training shall be provided for all employees who work on the
22 aircraft. Initial aircraft familiarization training shall include a classroom setting
23 component.
- 24 6. The Company shall provide classroom facilities for training purposes. Such facilities
25 shall be staffed by qualified instructors. Classroom curriculum shall include access to
26 aircraft where available and when deemed appropriate for the material being taught.

1 **ARTICLE 14: FURLOUGH**

- 2 A. The Company shall offer voluntary furloughs to employees holding seniority in a
3 classification prior to implementation of an involuntary furlough.
- 4 B. Employees shall be furloughed in inverse order of classification seniority. The Company will
5 provide fourteen (14) calendar days notification of furlough or pay in lieu thereof to all of
6 those employees impacted by the furlough, except in case of emergency, act of God, or
7 where there is temporarily no work because of a labor dispute, or any other circumstances
8 over which the Company has no control which are not related to reasonably foreseeable
9 market conditions. A list of such employees will be furnished to the Airline Representative
10 after notification to the affected employee(s) has been completed.
- 11 C. An employee on furlough for fewer than thirty days shall retain all benefits as outlined in this
12 Agreement and will continue to accrue longevity for pay and benefit purposes.
- 13 D. A furloughed employee shall retain all seniority and longevity accrued prior to the time of
14 furlough for a period not to exceed four (4) years. He shall continue to accrue classification
15 seniority but not longevity while on furlough. While on furlough the employee must maintain
16 current contact information with the appropriate management designee.
- 17 E. An employee who remains on furlough at the end of four (4) years from the effective date of
18 furlough shall be released from employment with ATA, and his name will be deleted from all
19 classification seniority lists.
- 20 F. Company representatives involved in the administration of an employee's exercise of
21 seniority shall furnish such employees on a timely basis with current information at their
22 disposal as to the stations, locations, and work areas in the classification to which they are
23 eligible to exercise seniority.
- 24 G. In the event of a furlough or displacement, the employee being furloughed or displaced has
25 the following options, provided his seniority and qualifications are sufficient to allow
26 displacement. He shall not be allowed to proceed to the next option unless he has exhausted
27 his exercise rights in each option, with the options applying in the following order:
- 28 1. Displace the least senior employee occupying any bid location in his own classification,
29 in his own station, provided he meets the minimum qualifications of the specific position
30 as defined in Article 4: Classifications of this Agreement;
 - 31 2. Displace the least senior employee occupying a position in his own classification at any
32 station, provided he meets the minimum qualifications of the specific position as defined
33 in Article 4: Classifications of this Agreement;
 - 34 3. Displace the least senior employee occupying a position in another classification, in his
35 own station, provided he has retained classification seniority in such classification and
36 meets the minimum qualifications of the specific position as defined in Article 4:
37 Classifications of this Agreement;

ARTICLE 14: FURLOUGH

- 1 4. Displace the least senior employee occupying a position in another classification at any
2 station, provided he has retained classification seniority in these classifications and meets
3 the minimum qualifications of the specific position as defined in Article 4: Classifications
4 of this Agreement;
- 5 H. An employee who is furloughed by the Company or displaced by a more senior employee as
6 a part of a furlough will not be required to exercise seniority in order to preserve his seniority
7 and may accept furlough at his station. Such employee shall not again be permitted to
8 exercise seniority to displace a junior employee at some later date. Such employee shall be
9 allowed to submit a preference system bid.
- 10 I. Any employee who displaces to a position in a different classification will be paid at the
11 appropriate rate of pay for that position, as outlined in the Compensation article of the
12 Agreement.
- 13 J. Once notified of a furlough or displacement, the employee who wishes to exercise seniority
14 must, within three (3) scheduled work days of this notification, file a written Exercise of
15 Seniority with the designated Company representative using the appropriate Company form.
16 Any employee who does not submit such a written notice will be placed on furlough. Should
17 a subsequent round of displacement be necessary the employee who wishes to exercise
18 seniority must, within two (2) work days of notification, file a written Exercise of Seniority
19 with the designated Company representative using the appropriate Company form. For an
20 employee who is on vacation on the date of issuance of his notice of furlough or
21 displacement, this filing time limit will be extended to end three (3) scheduled work days
22 after the last day of such vacation if the Company is unable to contact the employee.
- 23 K. The Company will promptly notify an employee in writing who is affected by an exercise of
24 seniority of the fact that he has been displaced and the date of his last shift to be worked.
- 25 L. The employee will have a maximum of seven (7) calendar days from the release date from
26 their current position to report to a new location. The employee will remain on payroll status
27 through the date of assignment to his new job. It is the employee's option to apply any
28 available vacation time during the transfer period.
- 29 M. An employee who has exercised seniority to either a new station or new assignment within
30 his current station and who then declines the assignment in writing before his assigned report
31 date shall be placed on furlough status. An employee who has exercised seniority but who is
32 unable to actually report to his new assignment because of an approved leave will be deemed
33 to have actually reported to his new job and to be assigned to it for all purposes under this
34 Agreement.
- 35 N. Furloughed employees shall have access to the ATA employee website to monitor open
36 positions information. Furloughed employees shall be required to follow the procedures in
37 accordance with Article 12: Vacancies.
- 38 O. An exercise of seniority will be voided upon cancellation by the Company of the underlying
39 furlough or upon acceptance (before his report date) of a system bid award by the employee
40 exercising seniority.

ARTICLE 14: FURLOUGH

- 1 P. An employee exercising seniority will not be permitted to physically displace another
2 employee during the course of that employee's shift nor will he be permitted to work more
3 than one shift attributable to the same workday.
- 4 Q. In the event of a realignment of staffing via a reduction at or closure of a location (not
5 associated with a furlough) where ATA Maintenance employees are based, the employees
6 affected shall comply with the procedures set forth in this Article.

1 **ARTICLE 15: EXPENSES**

2 A. Employees away from their base or station location on Company business will be paid per
3 diem at a rate of \$1.50 per hour Domestic and \$2.00 per hour International. When an
4 employee is away from his base or station location for more than twelve (12) consecutive
5 days his per diem allowance shall be increased by twenty-five percent (25%) for all days in
6 excess of twelve (12) days. Employees based at a co-terminal shall not qualify for per diem
7 when working at any airport within that co-terminal.

8 1. The hourly per diem paid under this provision is for meals, incidental expenses and
9 service related tips.

10 2. Per diem shall commence at scheduled or actual departure time, whichever is later and
11 shall continue until scheduled or actual return to base, whichever is later.

12 3. The International per diem rate shall apply only to duty periods which end/or commence
13 at an International city/airport, as defined in this Article.

14 4. Employees who receive per diem must complete a Company supplied form and submit it
15 to the appropriate manager within seven (7) workdays after returning from the trip.

16 5. For the purpose of this Article, Domestic shall be defined as the Continental United
17 States. International shall be defined as all locations in the world not defined as
18 Domestic. For Per Diem purposes, Alaska and Hawaii shall be considered as
19 International destinations.

20 B. When an employee is expected to be away from his base or station location on Company
21 business where expenses may be incurred the Company shall make available a credit card for
22 such expenses. If a credit card is not provided the employee may request a cash advance.

23 C. In the event an employee is required to use personal funds to pay for an expense directly
24 related to his business travel, the Company shall reimburse such expenses within seven (7)
25 business days of submitting a Company supplied expense report with appropriate receipts.

26 D. When an employee requests and is authorized to use a personal vehicle for Company
27 business he shall be reimbursed per the current Company mileage allowance policy.

28 E. Moving Expenses

29 1. Employees who have been involuntarily displaced from their base or station location and
30 exercise seniority to another station shall be eligible for Company paid moving expenses
31 reimbursed up to four thousand dollars (\$4,000). In order to receive such reimbursement
32 employees are required to physically move their household to within fifty (50) miles of
33 the new station. Expense reimbursement shall not apply to recall.

ARTICLE 15: EXPENSES

1 Eligible moving expenses may include:

2 a. Actual expenses for moving household and personal effects, including the cost of
3 packing, crating, unpacking, boxes, disconnection and reconnection of appliances,
4 telephone and utility connections, and related items.

5 b. Temporary storage up to thirty (30) days.

6 c. Insurance coverage for moving of personal and household effects.

7 d. Expenses for up to two (2) personally owned automobiles may be submitted. If auto
8 is used, mileage shall be paid based on the most direct AAA miles from point of
9 origin to point of destination. Mileage costs shall be at the Company policy rate for
10 business travel in effect on the date of the move. Hotels may be utilized en route to
11 the new base location.

12 e. Reasonable en route expenses, substantiated by receipt, for the employee and his
13 immediate family members incurred for meals and lodging.

14 f. Forfeited security deposit of rent substantiated by lease or other documentation.

15 2. Moving expenses must be incurred within six (6) months of the effective date of the
16 transfer.

17 3. Employees are limited to one (1) paid move within a twelve (12) month period.

18 4. Eligible employees may receive an expense advance for moving expenses of up to one
19 thousand dollars (\$1,000) of their maximum reimbursable limit. Such advance must be
20 requested at least ten (10) days prior to the relocation and must subsequently be
21 reconciled within thirty (30) days of the advance with receipts for covered expenses.

22 5. Employees eligible for Company paid moving expenses under this Article shall be
23 provided a maximum of seven (7) calendar days from the release date from their current
24 position to report to a new location. The employee will remain on unpaid active status
25 through the date of assignment to his new job. It is the employee's option to apply any
26 vacation time during the transfer period.

1 **ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD**

2 A. Grievance Procedure

3 1. The Association or any employee (or group of employees) covered under this Agreement
4 may file a grievance concerning any action of the Company affecting such employee(s).
5 The Company shall investigate all filed grievances. Before filing a grievance, the
6 employee is encouraged to discuss any concerns with his or her Supervisor and/or
7 Association representative.

8 2. Non Disciplinary Grievances

9 Step 1

10 An employee who disputes a non-disciplinary action must, within thirty (30) days (sixty
11 (60) days for payroll related issues) after the employee has, or reasonably should have
12 had, knowledge of the matter giving rise to the grievance, make a written request on a
13 grievance form to the Manager or designee, with a copy to the Manager, Labor Relations,
14 for an investigation and review of the grievance. The grievance form shall set forth a
15 statement of the facts out of which the grievance arose, the provision(s) of the Agreement
16 upon which the grievance is based, if applicable, and the relief sought. A conference,
17 initiated by the Company, between the employee, his or her Association representative
18 and the Manager or designee shall be held to review the facts involved in the grievance.
19 The employee's Manager or designee shall issue a written decision within thirty (30)
20 calendar days following his or her receipt of the grievance form, which decision must be
21 delivered to both the employee and the Association's designated representative. If the
22 employee or the Association finds the decision to be unsatisfactory, either may appeal the
23 decision to Step 2 in writing, to the employee's respective Director. The appeal must be
24 filed within fourteen (14) calendar days following the employee's or the Association's
25 receipt of the Step 1 decision, whichever is later.

26 Step 2

27 All grievances appealed to Step 2 shall be reviewed at a meeting between the Company
28 and the Association to be held the second Thursday of every other month (unless
29 rescheduled by mutual agreement). In January, the Company and Association shall
30 schedule the six (6) Step 2 Meetings for the upcoming calendar year. The Meetings shall
31 be held in Indianapolis and attended by, among others, the Company's appropriate
32 representatives of Maintenance and Engineering, Manager, Employee Relations and
33 General Counsel, and the Association's grievance committee representatives, Airline
34 Representatives and others as deemed appropriate.

35 Each grievance discussed at a Step 2 Meeting will be granted, settled or denied by no
36 later than twenty one (21) calendar days following such Step 2 Meeting. The Association
37 grievance representatives shall be responsible to inform the grievant of the "outcome" of
38 the review of his or her grievance at the Step 2 Meeting. If the Association is not satisfied
39 with the Company's response at the Step 2 Meeting, the Association may appeal the
40 response to the System Board of Adjustment.

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

3. Grievances Involving Discipline and Discharge

- a. An employee who is being disciplined or discharged by the Company shall be notified if at all possible of such action in person, and the Company shall confirm its action in writing at that time. Such writing shall set forth the reason(s) for the Company's action and must be provided to the employee within thirty (30) calendar days after the date that the employee's immediate manager(s) knew of the offense.
- b. In cases of discipline other than discharge, should the employee wish to appeal the Company's action, he or she must file a written grievance to the appropriate Director or designee, with a copy to the Manager, Employee Relations, utilizing a grievance form, within thirty (30) calendar days of the employee's receipt of the Company's written notice of discipline. Such a filing constitutes Step 1 for discipline, non-discharge grievances and shall be administered as outlined in A. 2. (Step 1). If the grievant is not satisfied with the Company's response at Step 1, the grievant may appeal the response to the Step 2 Meeting between the Association and the Company.
- c. In cases of discharge, the grievance process shall begin at the Step 2 Meeting. Such appeals are filed on a grievance form with the appropriate Director or designee, with a copy to the Manager, Labor Relations, within forty-five (45) calendar days of the employee's receipt of the Company's notice of discharge. If the employee is not satisfied with the Company's response to the appeal at the Step 2 Meeting, the grievant may appeal to the System Board of Adjustment.
- d. Any written discipline shall become inactive and shall be removed from the employee's files after twenty-four months from the date of issuance.

4. General

- a. All Step 2 appeals shall be considered at the next Step 2 Meeting if received by the Company no later than ten (10) days prior to such meeting. Appeals not received within this time frame shall be reviewed at the following Step 2 Meeting.
- b. All written communication required by this section shall be by certified mail, return receipt requested or by any alternate method provided that such method can provide proof of receipt of the original document by the recipient. A document may be served personally upon a Company representative if a receipt for such document is signed by the representative or designee.
- c. An employee who has filed a grievance shall at the employee's request, have present, in person or by telephone if the employee so chooses, an Association representative during the Step 1 conference and at any subsequent step in the grievance process where the presence of the employee is required.
- d. Nothing herein shall be construed to restrict the right of an employee who may face discipline or discharge by the Company from requesting and having an Association representative present, in person or by telephone, during any meeting with Company officials concerning the discipline or discharge of such Employee. The Company

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

- 1 shall make a good faith effort to remind a grievant of his or her opportunity to have
2 an Association representative present. With prior notice to the Manager, Labor
3 Relations, the Association may request to have more than one (1) representative
4 present at a meeting with the Company. The Association shall make every effort not
5 to delay the meeting due to its request for additional attendees.
- 6 e. The time limits set forth in this section may be extended by mutual agreement of the
7 parties.
- 8 f. If the decision made by the Company is not appealed by the employee within the
9 prescribed time limits, the decision shall become final and binding. Should the
10 Company fail to reply within the prescribed time limits, the employee may move to
11 the next step in the Grievance Process.
- 12 g. If, as a result of any conference or appeal, as provided herein, the employee is
13 exonerated, he or she, if held out of service, will be reinstated without loss of
14 seniority and shall be made whole for the period of time held out of service. In
15 addition, the employee's record shall be cleared of any material related to the
16 grievance.
- 17 h. When an employee is chosen to act as a representative or witness for another
18 employee, the Company shall permit such employee(s) sufficient time free from duty
19 to do so without loss of pay, subject to operational needs of the Company.
- 20 i. Either the Company or the Association may choose to bypass the Step 2 Meeting for
21 any grievance.
- 22 j. At least three (3) business days prior to a Step 2 Meeting and upon written request,
23 each party shall produce to the other copies of documents in his or her possession
24 related to any grievance scheduled to be discussed at the Step 2 Meeting.

25 B. System Board of Adjustment

26 1. Establishment and Purpose

27 In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is
28 hereby established a System Board of Adjustment ("System Board" or "Board") for the
29 purpose of adjusting and deciding disputes which may arise out of the interpretation
30 and/or application of the Agreement or an alleged violation of the Agreement, or
31 disciplinary or discharge action taken against a employee. Such Board shall be known as
32 the ATA/AMFA System Board of Adjustment.

33 2. Filing with System Board

34 An appeal to the System Board shall be filed in writing to the System Board Chairman
35 with copies to the Company's Manager, Labor Relations, within one hundred and eighty
36 (180) days of the Step 2 Meeting decision or, in the case of a grievance which bypasses

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

1 the Step 2 Meeting, within one hundred eighty (180) days of the grievant's receipt of the
2 Company's Step 1 decision. The grievant's appeal to the System Board shall include:

- 3 a. The question at issue;
- 4 b. Statement of the facts;
- 5 c. Position of the grievant; and
- 6 d. Position of the Company

7 3. Members of System Board

8 a. For each arbitration hearing held by the System Board, the Board shall consist of
9 three (3) Board Members: an Association representative, a Company representative
10 and an arbitrator. All Board Members, except the arbitrator, shall be full-time
11 Company employees and, except for the arbitrator, no Board Member shall be an
12 attorney.

13 b. A Chairperson and Vice Chairperson of the Board will be selected from the Board
14 Members. The office of Chairperson shall alternate yearly between the Company
15 Board Member and the Association Board Member, with the Chairperson position
16 being held by the Association appointed Board Member in even-numbered years.
17 Whenever the position of Chairperson is filled by a Company appointed Board
18 Member, the position of Vice Chairperson shall be filled by a Association appointed
19 Board Member and vice versa. Upon the designation of a neutral Board member, the
20 neutral shall assume the duties of Chairperson of the Board for the particular case
21 assigned to him/her. It shall be the responsibility of the neutral Board member, as
22 Chairperson, to guide the parties in the presentation of testimony, exhibits and
23 arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute
24 is afforded.

25 c. The appointment of an arbitrator to serve with the Board Members for a particular
26 arbitration shall be by mutual agreement between the parties from the panel described
27 in paragraph 4 below or, if the parties are unable to reach agreement within thirty (30)
28 days of the Board's receipt of a grievance, by the alternate strike method whereby
29 each party shall alternately strike the name of a panel member with the last remaining
30 panel member being the neutral arbitrator for the subject arbitration. Said striking
31 must occur, if at all, within forty-five (45) days of the Board's receipt of a submission.
32 If the selected arbitrator is not available to hear the case within one hundred and
33 twenty (120) days, the remaining arbitrators will be contacted, in reverse order of
34 striking, until an arbitrator available within the applicable time period has been found.

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

- 1 d. Arbitrators
- 2 i. The Company and the Association will make their best efforts to agree to a
3 panel of nine (9) arbitrators who will serve as the third member of the Board.
- 4 ii. Composition of the panel of arbitrators may be reviewed by the Company and
5 the Association each June 1st and substitutions, deletions and additions may be
6 accomplished by mutual agreement.
- 7 iii. If for any reason the parties have not agreed to a full panel, or the arbitrators
8 listed on the panel are not available as required, either party may submit a
9 request to the National Mediation Board for a list of nine (9) arbitrators. The
10 selection from the NMB list will be as described in paragraph c. above.
- 11 e. Hearings
- 12 i. Arbitration hearings shall be conducted in Indianapolis, Indiana unless the
13 Company and the Association mutually agree to an alternate location.
- 14 ii. Both parties shall submit their version of a statement of issue to the other party
15 no later than the day prior to the arbitration hearing.
- 16 iii. The parties should utilize joint exhibits whenever possible.
- 17 iv. The number of witnesses called may not interfere with the operational needs of
18 the Company.
- 19 4. General
- 20 a. Decisions of the Board shall be rendered within thirty (30) days after the close of the
21 hearing and/or submission of briefs, and shall be by a majority vote and shall be final
22 and binding on all parties.
- 23 b. The Board shall have jurisdiction over and shall consider disputes as described in
24 Section 16.B.1. The Board shall be empowered to grant, modify, or deny any relief or
25 remedy requested. However, the jurisdiction shall not extend to proposed changes in
26 hours of employment, rates of compensation, or working conditions nor shall the
27 Board have the authority to alter the express terms of this Agreement.
- 28 c. Each Board Member shall be free to discharge his or her duty in an independent
29 manner, without fear that his or her individual relations with the Company, the
30 Association or the employee may be affected in any matter by any action taken by
31 him or her in good faith in his or her capacity as a Board Member.
- 32 d. Each party will assume the travel expenses and other expenses of its Board Members,
33 witnesses, and representatives. At an Arbitration Board hearing, the Company and
34 Association will share the expenses of any witnesses who are summoned by the
35 Board. Where and when Company transportation is available, positive space travel

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

- 1 will be offered to the neutral arbitrator. Where and when Company transportation is
2 available, free space available travel will be provided to other participants in the
3 hearing.
- 4 e. Board Members who are employees of the Company shall receive base pay and
5 benefits during the performance of their duties as Board Members.
- 6 f. When it is mutually agreed that a stenographic transcript is to be made of a hearing,
7 one half (1/2) the costs shall be borne equally by each party. Should only one (1) of
8 the parties have a stenographic transcript made, that party shall pay the complete cost
9 of the transcript. The other party shall, however, be provided with a copy of the
10 transcript upon request by paying one half (1/2) of the costs.
- 11 g. Costs associated with a hearing (e.g. room rental, arbitrator fees and expenses), other
12 than costs related to the production of a stenographic transcript, shall be borne equally
13 by the parties.
- 14 h. A majority vote of all members of the Board shall be competent to make a decision,
15 which decision shall be final and binding and precedent-setting under this Agreement.
- 16 5. Except as expressly set forth in this Agreement or when the employees or the employer
17 have waived rights or privileges accorded to them, nothing herein shall be construed to
18 limit, restrict or abridge the rights or privileges accorded either the employees or the
19 employer, or his or her duly accredited representatives, under the provisions of the
20 Railway Labor Act, as amended.
- 21 C. The Association will be represented by at least one (1) properly designated Shop
22 Representative on each shift in each bid location at each station on the system. A list of
23 respective Shop representatives shall be provided to the Company and maintained on a
24 quarterly basis.
- 25 D. A Shop Committee will represent the Association at stations that are staffed by two hundred
26 (200) or more AMFA represented employees. The Shop Committee will consist of an Airline
27 or Area Representative and two (2) Shop Committee representatives. This Committee will
28 deal with officials of the Company concerning all contractual matters. Shop Committee
29 representatives will not suffer any loss of pay in the performance of their duties.
- 30 E. After providing proper notice to Area supervisors or managers, Association representatives
31 shall be permitted at any time to enter shops and facilities of the Company for the purpose of
32 investigating grievances or disputes arising under this Agreement. Such investigations shall
33 not unduly interfere with the work being performed in that area.
- 34 F. Association representatives will be permitted, after reporting to their supervisor and
35 providing as much advance notice as possible to investigate, present, and process grievances
36 without loss of pay. It is expected that Association representatives shall be sensitive to
37 operational needs at the time of the request. Such activities shall include Step One meetings
38 for all representatives and Step Two meetings for all representatives except the Airline

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

1 Representative. Representatives utilized at System Boards of Adjustment shall be the
2 responsibility of the Association.

3 G. Necessary meetings and investigations called by the Company shall, insofar as possible, be
4 conducted during regular business hours and all Association representatives and witnesses
5 necessary for a proper hearing or investigation shall not suffer loss of pay for all time spent
6 attending such hearing or investigation. For employees attending such hearings or
7 investigations outside of their regular scheduled work shift such pay shall be in accordance
8 with the provisions of Article 6.

9 H. Rejected offers made by the Company or the Association for settlement of employee
10 complaints and grievances will be of no value and will be inadmissible in any grievance or
11 System Board of Adjustment hearing.

12 I. Company Investigations

13 The purpose of a Company investigation is to ascertain the facts relating to an incident through
14 the investigation process. When an employee is to be questioned by Company representatives in
15 the investigation of an incident which may result in disciplinary action being taken against him
16 or another employee, the investigation must comply with the following:

17 1. Such employee may request an Association representative or fellow employee to be
18 present. If two (2) or more Company representatives are present, the employee will be
19 allowed to have two (2) representatives present. Such request shall be granted providing
20 it will not delay commencement of the investigation more than six (6) hours from the
21 time the employee is first notified that he is to be questioned. However, at any point
22 where no Association representatives are available the investigation will be postponed
23 until an Association representative arrives. In no case will an investigation be postponed
24 more than twenty-four (24) hours. Prior to the investigative interview, such employee
25 shall be notified by the Company of the incident or the subject being investigated.

26 2. A Company investigation may include a written statement by the employee, oral
27 questions and answers and/or the employee responding to written questions. The
28 employee will be given the opportunity to verify the accuracy of any statement, transcript
29 and/or discussion notes before signing the statement, transcript or documented notes. The
30 employee and his representative will be furnished with a copy of the final documentation.
31 For disciplinary and arbitration purposes, the only statement or transcript that may be
32 used is a final verified statement or transcript.

33 3. In the event the Company utilizes an outside attorney to conduct an investigative
34 interview, the Association will be given twenty-four (24) hours advance notice.

35 4. If a representative of a Governmental Agency is present in a Company investigative
36 interview of an employee, an Association attorney may also be present, with the approval
37 of the Government Agency.

38 5. The Association representative may state objections to questions posed by the Company,
39 but, after stating the objection, shall allow the employee to answer the Company's

ARTICLE 16: GRIEVANCE PROCEDURE AND SYSTEM BOARD

1 question. At the conclusion of the Company's questioning of an employee, the
2 Association representative or fellow employee will be free to ask questions or clarify
3 facts.

4 6. Every effort must be made to conduct an investigative interview (Q&A) during the
5 employee's regularly scheduled workday. An employee will be compensated for all time
6 related to an investigative interview in accordance with this Agreement.

7 7. All investigative interviews must be of a reasonable length of time.

8 8. Breaks must be given to the employee at reasonable intervals during the investigative
9 interview.

10 9. In the event the Company elects to maintain a verbatim record (i.e., court reported,
11 stenographic-recorded, audio or video tape) of the interview, the employee and/or the
12 Association will be permitted to audiotape record the interview and will be provided a
13 copy of the verbatim record upon request and payment of one-half the cost.

1 **ARTICLE 17: SAFETY, HEALTH & STANDARDS**

2 A. Safety & Health

- 3 1. The Company hereby agrees that the safety of the employees and the general public is of
4 utmost importance. The Company and Association mutually agree that ATA employees
5 have an obligation and responsibility to utilize the personal protective and safety
6 equipment that is provided by the Company in a safe and appropriate manner and to
7 assist in ensuring safety procedures are followed.
- 8 2. The Company hereby agrees to supply and maintain necessary facilities, equipment,
9 specialty tooling, and supplies to allow the employees to perform their jobs. Employees
10 shall not be required to use unsafe facilities, equipment, specialty tooling, or supplies. All
11 specialty tooling and equipment will be maintained and repaired to manufacturer
12 specifications. No alterations will be allowed without approved engineering direction.
- 13 3. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all
14 work areas, and to maintain on all shifts an emergency first aid kit. No employee will be
15 required to perform work without proper personal protective equipment as outlined by the
16 applicable OSHA, FAA, Federal, State, Local and Company regulations.
- 17 4. The Company agrees to furnish drinking water that meets local standards and sanitary
18 fountains; the toilets, showers (if available) and washrooms will be kept in good repair
19 and in a clean, dry, sanitary condition. Shops and washrooms will be heated and well lit.
20 Individual lockers will be provided for all employees. Where urinals, toilets and shower
21 stalls exist the Company shall make sure privacy provisions are provided.
- 22 5. AMFA may appoint one (1) representative as a member of the Station Safety Committee
23 that may exist at each location, as appropriate. Such committee shall consist of
24 representatives from all employee groups at the respective station, as well as management
25 representatives. The committee shall receive and investigate all concerns related to safety
26 and make recommendations for corrective action as appropriate.
- 27 6. AMFA may appoint one (1) employee representative to the Company's Corporate Safety
28 Committee. Such representative shall be invited to all meetings of the Safety Committee.
29 When necessary, the employee will coordinate with management to alter his work
30 schedule, without loss of pay, to accommodate such meetings. Consideration will be
31 given to any concerns expressed or recommendations made by the representative
32 concerning safety and health of AMFA members.
- 33 7. The Company shall furnish all necessary safety and personal protective equipment for
34 employees. Such items shall include, but not be limited to: kneepads, respirators
35 (provided employees have an approved medical questionnaire and have passed a fit
36 testing), safety glasses and hearing protection. The Company will make available fall
37 protection harnesses where applicable. Anti-vibration gloves will be issued to all
38 Structures Technicians. Replacements will be provided at no cost to the employee for
39 normal wear and tear. Cotton and latex gloves shall be available for all employees
40 through maintenance stores. The Company recommends employees wear safety shoes.

ARTICLE 17: SAFETY, HEALTH & STANDARDS

- 1 The Company shall further furnish any materials and or safety equipment required by a
2 manufacturer's Material Safety Data Sheets when working with any materials provided
3 by the manufacturer.
- 4 8. Employees injured while at work shall be provided prompt medical attention paid by the
5 company. Employees may be permitted to return to work without loss of pay for that day
6 upon presenting an unrestricted medical release from the attending medical provider.
7 Should additional treatment or examination be necessary which can be accomplished on
8 site or at a company designated occupational health clinic nearby, an injured employee
9 shall be given time off from their shift for such treatment/examination without loss of pay
10 for that period with approval of his supervisor. The Company shall arrange and pay for
11 round trip transportation for the initial medical attention required. It is the employee's
12 responsibility to inform his immediate supervisor during the work period the injury
13 occurred if physically possible.
- 14 9. Employees shall not be required to work on or in the vicinity of, load, unload or examine
15 aircraft or facilities in the presence of known specific threats (i.e. terrorist threats, bomb
16 threats, hijackings, hostage situations, etc.). When the Company becomes aware of such
17 specific threats they shall immediately notify all affected employees.
- 18 10. The Company Safety Program Manual contains safety awareness polices. Safety
19 Reporting System (SRS) and Operation Issues Reporting Programs are located within this
20 manual. Such manual must be available to all employees.
- 21 11. All licensed vehicles shall be equipped with a manufacturer certified seat belt restraint
22 system. All motorized vehicles shall comply with Federal Motor Carrier Safety
23 Regulations, as applicable. All vehicle environmental systems shall be maintained in
24 proper working order.
- 25 12. No technician shall be required to perform services in a location where no other person is
26 available to render assistance in the event of an emergency. Except as defined in Article
27 13: Field Service, if only one technician is on duty there must be a second ATA
28 employee available and within view and able to readily communicate with the technician
29 to assure safety and assist when necessary.
- 30 13. Nothing in the Agreement relating to health, safety or training rules or regulations shall
31 create or be construed to create any liability or responsibility on behalf of the Union for
32 any injury or accident to any employee or any person nor does the Union assume any
33 such liability or responsibility.
- 34 14. The Company will not commence legal action against the Union on a subrogation theory,
35 contribution theory, or otherwise as a result of the Union's negotiation of safety standards
36 contained in this Agreement or failure to properly investigate or follow-up Company
37 compliance with those safety standards.

ARTICLE 17: SAFETY, HEALTH & STANDARDS

1 B. Standards

2 1. The Company shall provide, maintain, and keep up-to-date all items necessary for aircraft
3 technicians to perform their tasks, including but not limited to: proper documentation,
4 access to Company and Manufacturer manuals, databases, maintenance manual required
5 tooling, equipment, regulations, etc.

6 2. A joint Company-AMFA Standards Committee shall be established comprised of an
7 equal number of Association and Company representatives. Association representatives
8 shall not suffer loss of pay in the performance of their duties. The Standards Committee
9 shall meet as needed and at least quarterly to review and make recommendations for
10 standards compliance. Issues to be reviewed shall include F.A.R. implementation, F.A.R.
11 violations, and safety of flight incidents. Committee responsibility shall also include
12 reviewing human factor and any technical mishaps and make recommendations to the
13 Chief Inspector. Such Committee shall have the authority to initiate programs deemed
14 beneficial to both parties (i.e. ASAP).

15 C. AMFA Aircraft Accident or Incident Investigations

16 1. The Company shall notify the AMFA designee as soon as possible of an incident or
17 accident as defined by the NTSB. The Company shall make every effort to obtain the
18 necessary credentials required and/or authorize Union access to an accident or incident
19 site involving Company aircraft. The Company will provide pre-arranged fee-waived
20 positive space passes for two (2) AMFA Accident Investigation Go-Team members to
21 travel to the site of the aircraft accident or incident.

22 2. Any employee requested by the Company or required by a government agency to
23 participate in an aircraft accident/incident investigation involving an ATA aircraft will be
24 paid their normal rate of pay during such period.

25 3. The Company shall grant AMFA designated representatives employed by ATA an union
26 leave of absence to perform their duties associated with an accident or incident, provided
27 AMFA has filed for party status with the NTSB.

1 **ARTICLE 18: OPERATIONS CHECK FLIGHT**

2 No employee shall be required to participate in any test flight against his wishes. It is the
3 Company's expectation that when requested, in seniority order, members of the crew who
4 worked the aircraft shall participate in any Operations Check Flight involving that aircraft. If
5 every member of the crew on duty refuses to participate then any qualified ATA aircraft
6 technician may be asked to participate in the test flight. If none of the aforementioned employees
7 volunteers the Company may at its discretion assign the responsibility to maintenance
8 management employees.

1 **ARTICLE 19: TRANSPORTATION**

- 2 A. Employees covered by this Agreement will be afforded travel benefits no less than those
3 extended to other employee groups as established by company policy. The Company policies
4 referenced in this Article are those in effect on January 30, 2003 and which shall not be
5 substantially changed or discontinued during the term of this Agreement, without first
6 providing the Association thirty (30) days notice. The Company shall advise the Association
7 of the reason for the change and afford the Association an opportunity to confer with the
8 Company. The Company shall publish and make available to employees twice each year,
9 copies of a list of carriers with which the Company has interline agreements.
- 10 B. Employees covered by this Agreement shall have jumpseat privileges on ATA for Company
11 and personal business unless restricted by government regulations and/or FAA directive.
- 12 C. Employees officially representing the Union as a member of the contract negotiating
13 committee shall receive positive space, service charge waived passes for the purpose of
14 traveling to and from negotiating sessions. The ATA employed AMFA representatives and
15 Local Executive Officers shall be furnished with non-revenue space available travel, or
16 positive space travel at the Company's discretion, over the Company's system during their
17 term of office for use when needed in connection with Union business. National
18 Representatives of the Union shall be furnished with non-revenue space available travel, or
19 positive space travel at the Company's discretion, over the Company's system during their
20 term of office for use when needed in connection with Union business directly related to
21 ATA.
- 22 D. Employees transferring to another location at their own request due to bidding or exercise of
23 seniority shall be provided with free space available transportation for self and eligible
24 family members.

1 **ARTICLE 20: UNIFORMS**

- 2 A. The Company shall provide eleven (11) shirts, eleven (11) pair of pants and two (2) insulated
3 jackets. The employee will have the option to select any combination of long sleeve and/or
4 short sleeve shirts. The employee may choose a coverall in lieu of the shirt and pants
5 combination up to a maximum of eleven coveralls.
- 6 B. The Company shall provide one (1) ATA baseball-style hat on an annual basis. Such hat may
7 be replaced as necessary for on-the-job wear and tear with management approval. An AMFA
8 patch may be attached to the Company issued baseball hat. The Company shall also permit
9 employees to purchase and wear specifically designated navy T-shirts and navy shorts at
10 work on all shifts and all work locations. Management approval for each of these items shall
11 be based on specific recommendations made by a joint ATA-AMFA uniform committee.
- 12 C. The Company shall keep an adequate supply of suitable rainsuits available for temporary use
13 by the employees at Base Maintenance. The Company shall issue appropriate cold weather
14 gear to each technician at line stations as required by local climate. The Company shall issue
15 an appropriate cold weather parka to all base maintenance employees who will be required to
16 work outside on a recurring basis. Such parka shall be replaced after no less than three (3)
17 years for normal wear. Damage caused by on the job wear shall be reviewed by management
18 and replaced as appropriate. Employees are responsible to keep parkas clean and in good
19 repair. All outer gear will be equipped with reflective fluorescent safety stripes.
- 20 D. The Company will furnish and clean all company supplied uniforms and gear at no cost to
21 the employee.
- 22 E. Employees shall wear the Company provided uniforms on all shifts and at all work locations
23 except as provided for in paragraph B above.

1 **ARTICLE 21: UNION LEAVE**

2 A. Paid Union Leave Program

3 1. The Aircraft Mechanics Fraternal Association's duly authorized Association
4 representatives who are absent from work to perform approved Association business
5 duties shall have their regular straight-time pay and benefits, including travel benefits,
6 continued as if they had remained on active payroll. The AMFA will reimburse the
7 Company for the full amount of such pay continuance (including base wages and all
8 premiums) plus an appropriate percentage override for benefit related expenses (Such
9 expenses would include, for example, the cost of vacation, sick leave, FICA (social
10 security and Medicare), FUTA (federal unemployment insurance), SUI (state
11 unemployment insurance), Company-paid insurance, LTD benefits, etc.).

12 2. Employees covered under this program will submit their requests for Union Business on
13 an AMFA PULP form. Such requests must be submitted at least two (2) days in advance.

14 3. The Company will process the submitted time records of the employees covered by
15 PULP so as to treat them as if they had been on active payroll on the scheduled work
16 days they were actually absent for the purpose of performing authorized Association
17 business. Regularly scheduled and authorized payroll deductions will continue to be
18 taken from each paycheck.

19 4. The Company will send monthly an itemized bill to AMFA Administration (address
20 provided by Association) setting forth the computation and amount of the reimbursement
21 due the Company from the Association for each employee covered by PULP. The billing
22 will be for the full amount of the wages continued for each employee plus a 20% override
23 for benefit related expenses. The Association will make reimbursement in full and return
24 its payment to the Company not later than 30 days after receipt of the Company's billing.

25 B. Employees on the Association Negotiating Committee will be covered under this Article.
26 While in negotiations, members of an Association Negotiating Committee will be on
27 Association business. Employees covered under this Article will be considered to be on day
28 shift with Saturdays and Sundays off during periods of actual negotiations or voting in
29 conjunction with negotiations. Negotiating Committee members will fall under Paragraph A
30 of this Article, with the exception that PULP authorization requests must originate from
31 AMFA National.

32 C. Employees accepting a full time or part-time position with the Association shall be granted
33 union leave in accordance with Paragraph A of this Article. Within thirty (30) calendar days
34 after such position ceases to be held by the employee he shall report to work or forfeit his
35 seniority. An employee returning from such a leave shall be returned to their original position
36 and location. Any other employee impacted by their return shall be considered a displaced
37 employee and shall bid accordingly.

ARTICLE 21: UNION LEAVE

1 AMFA PULP NOTIFICATION FORM (To be printed on Local letterhead)

2 Date: _____

3 Director/Manager (authorized Company Contact):

4 Station: _____

5 Fax #: _____

6 Tel #: _____

7 Please be advised that the following employee(s) have been authorized to be released from their
8 normally scheduled shift(s):

9 Name	Employee Number	Date/Time
10 _____	_____	_____
11 _____	_____	_____
12 _____	_____	_____
13 _____	_____	_____

14 Please copy the immediate managers and payroll clerk so they may code the time as 'union
15 business.' Please contact me at _____ with any questions you may have.

16 Sincerely,

17 Name: _____

18 Signature: _____

19 Local #XX President

1 **ARTICLE 22: WAGE RULES**

- 2 A. The minimum hourly rates set forth in Article 23: Rates of Pay of this Agreement shall
3 prevail on and after the effective dates indicated and thereafter until changed as provided in
4 Article 31: Duration of this Agreement.
- 5 B. Should the regular payday fall on a holiday, or on a day when the station or facility is closed
6 down, the Company shall pay employees on the preceding day.
- 7 C. All employees shall be issued a statement of earnings in conjunction with their paycheck.
8 Such statement shall also include a listing of all accrued vacation, and sick time, if
9 applicable. Employees who identify a discrepancy in their pay or statement shall fill out a
10 Company supplied payroll discrepancy form. The Company shall address such discrepancy
11 within two (2) business day(s) of submission. If a discrepancy is found the Company shall,
12 within two (2) business days of initial submission, issue a special check, at the employee's
13 request, by overnight mail or have the funds deposited directly into the designated account
14 for any shortage in pay greater than two hours.
- 15 D. Employees leaving the service of the Company will be paid for all time due, as outlined in
16 this Agreement on the next regularly scheduled pay period after separation and/or in
17 compliance with state law.
- 18 E. No employee shall suffer any reduction in applicable base hourly rate. Nothing in this
19 Agreement shall be considered to prevent increases in individual rates or premiums over and
20 above the minimums specified.
- 21 F. Employees shall be paid bi-weekly (every other Friday) except where applicable laws
22 specifically require a shorter period.
- 23 G. In the event of an overpayment to an employee which is to be recouped by the Company, not
24 more than fifteen (15) percent of an employee's gross pay will be deducted from any one
25 paycheck. This shall not be applicable for employees separating from the company for any
26 reason.
- 27 H. Where utilized, employees will be granted view only access of their individual punch
28 in/punch out data on a daily basis.
- 29 I. The Company shall maintain a program to electronically deposit the paycheck of all
30 employees covered by this Agreement in a financial institution of their choice which
31 participates in the Federal Reserve Networking System (Automated Clearing House).
- 32 J. Employees shall not be restricted to Company premises during break and lunch times.
- 33 K. Automatic changes in pay rate (i.e. Anniversary or contractual) will be effective on the first
34 day of the workweek that includes the anniversary date.

1 **ARTICLE 23: RATES OF PAY**

2 A. Pay Scales

- 3 1. Contractual increases shall be granted on January 1, 2007, January 1, 2008 and June 1,
4 2009. All covered employees will receive the new scale rate or remain at their existing
5 rate, whichever is greater.
- 6 2. All employees as of January 1, 2007 who were in the current M4 pay grade will be paid
7 on the Aircraft Technician pay scale (M5).
- 8 3. The pay scales are as follows:

9 Aircraft Technician (formerly M5)

	ATA Current Base	January 1, 2007	January 1, 2008	June 1, 2009
DOH	15.56	15.87	16.19	16.51
Year 2	16.66	16.99	17.33	17.68
Year 3	18.03	18.39	18.76	19.13
Year 4	19.27	19.66	20.05	20.45
Year 5	20.55	20.96	21.38	21.81
Year 6	23.75	24.23	24.71	25.20

10
11

Skilled Trades (formerly M4)

	ATA Current Base	January 1, 2007	January 1, 2008	June 1, 2009
DOH	14.09	15.87	16.19	16.51
Year 2	15.27	16.99	17.33	17.68
Year 3	16.35	18.39	18.76	19.13
Year 4	17.17	19.66	20.05	20.45
Year 5	18.14	20.96	21.38	21.81
Year 6	20.65	24.23	24.71	25.20

12
13

Ground Support Equipment Technician (formerly M3)

	ATA Current Base	January 1, 2007	January 1, 2008	June 1, 2009
DOH	12.76	13.02	13.28	13.55
Year 2	13.33	13.6	13.87	14.15
Year 3	13.89	14.17	14.45	14.74
Year 4	14.45	14.74	15.03	15.33
Year 5	14.97	15.27	15.57	15.88
Year 6	16.09	16.41	16.74	17.07

14

ARTICLE 23: RATES OF PAY

1 Aircraft Support Technician (formerly M2)

	ATA Current Base	January 1, 2007	January 1, 2008	June 1, 2009
DOH	9.74	9.93	10.13	10.33
Year 2	10.56	10.77	10.99	11.21
Year 3	11.07	11.29	11.52	11.75
Year 4	11.63	11.86	12.10	12.34
Year 5	12.15	12.39	12.64	12.89
Year 6	12.76	13.02	13.28	13.55

2

3 B. Employees in the Aircraft Technician classification who hold and continue to hold a valid
4 Airframe License, Powerplant license or FCC license shall be paid a premium pay of \$1.25
5 per hour, per license, up to a maximum of \$2.50 per hour. On January 1, 2007, employees in
6 the Aircraft Technician classification who hold and continue to hold a valid Airframe
7 License, Powerplant license or FCC license shall be paid a premium pay of \$1.40 per hour,
8 per license, up to a maximum of \$2.80 per hour.

9 C. Employees regularly assigned to work scheduled shifts on the flight line at a designated ATA
10 line station will received an additional \$.25 per hour.

11 D. Inspector/Lead pay shall be \$1.50 per hour in addition to base hourly rate.

12 E. Shift Differential:

13 1. First (Day) Shift: An employee whose regular work day does not commence during either
14 of the above referenced periods will be considered as working a day shift and shall not be
15 entitled to a shift differential.

16 2. Second (Evening) Shift: Employees whose regular eight (8) hour work day commences
17 on or after 1:30 PM and before 5:00 PM; or any ten (10) hour regular work day that
18 commences at or after 5:00 AM and before 10:00 AM (Local time) will be paid a shift
19 differential of \$.30 cents per hour for all hours worked. On January 1, 2007, employees
20 who work second shift, as defined above, will be paid a shift differential of \$.35 cents per
21 hour for all hours worked.

22 3. Third (Midnight) Shift: Employees whose regular eight (8) hour work day commences on
23 or after 9:30 PM and before 1:00 AM; or any ten (10) hour regular work day that
24 commences at or after 8:30 PM and before 1:30 AM (Local time) will be paid a shift
25 differential of \$.40 cents per hour for all hours worked. On January 1, 2007, employees
26 who work third shift, as defined above, will be paid a shift differential of \$.45 cents per
27 hour for all hours worked.

28 4. An employee whose regular schedule requires a shift change within the week to work a
29 combination of shifts as defined above shall be paid a differential for all hours worked
30 while such a rotating relief employee of \$.40 cents per hour for all hours worked. On

ARTICLE 23: RATES OF PAY

- 1 January 1, 2007, an employee whose regular schedule requires a shift change within the
2 week to work a combination of shifts as defined above shall be paid a differential for all
3 hours worked while such a rotating relief employee of \$.45 cents per hour for all hours
4 worked.
- 5 F. Effective January 1, 2007, employees in the Ground Support Technician classification shall
6 be paid a skill premium of \$1.00 per hour for a maximum of one qualifying certificate.
7 Qualifying certificates shall be Master ASE Certificate (GSE Technician)
- 8 G. Effective date of signing (DOS) plus 12 months, all employees covered by this Agreement
9 shall receive a longevity allowance of five (\$.05) cents per hour for each year of service up to
10 a maximum of one (\$1.00) per hour, beginning with the year seven (7) anniversary.
- 11 H. Effective January 1, 2007, when an employee has been designated by management to provide
12 specific training, other than routine new employee orientation and support, he or she shall be
13 paid one (\$1.00) per hour for each hour actually spent providing and documenting such
14 training.
- 15 I. An employee working at LGA, MDW, SFO, LAX and HNL, or as mutually agreed upon,
16 shall receive \$1.00 per hour for all hours worked, in addition to base hourly rate.
- 17 J. Aircraft Support employees who receive a Certified Repair Qualification will be moved to
18 the Ground Support Equipment Technician pay scale and will progress in pay on that scale.
- 19 K. In the event of movement between classifications, either through bid transfer or bumping in a
20 furlough, when moving to a higher classification the employee shall be assigned in the base
21 hourly rate of pay in the higher classification which is equal to his rate on pay in his current
22 classification. If no such equal rate exists, the employee shall receive the next highest rate in
23 the higher classification. When moving to a lower classification the employee shall receive
24 the rate of pay that is equal to, or above, his current rate of pay. If no such equal rate exists,
25 the employee shall receive the rate of pay that is closest to his current rate of pay. If an
26 employee is involuntarily displaced to another classification, upon returning to that
27 classification he shall be placed at the level he would have attained had the displacement not
28 occurred.
- 29 L. An employee's anniversary date shall not be affected by promotion or demotion (voluntary
30 or involuntary) to the Lead or Inspector positions.
- 31 M. Since October 1, 2001, there have been a number of pay freezes. During this time longevity
32 for pay purposes did not accrue. The pay freeze shall be lifted for employees covered by this
33 Agreement January 1, 2007. Upon lifting the pay freeze, no employee shall be entitled to
34 receive retroactive pay.
- 35 N. Should the Company restore Station, Reservations or Ramp employees to where they would
36 have been on the pay scales as if the freezes had not occurred, the Company agrees to make
37 the same adjustment for the employees covered by this Agreement.

1 **ARTICLE 24: INSURANCE/BENEFITS**

- 2 A. The Company shall make available to each full-time employee covered by this Agreement a
3 selection of benefit plans from which to choose based on individual needs. Such plans may
4 vary in terms of design options and employee contributions. Features of the various benefit
5 plans, including summary plan descriptions, shall be available to all employees via the
6 Company employee website.
- 7 1. All AMFA represented employees shall be covered under the COMPASS Benefit Plan.
8 The Company agrees that the employee contribution percentages for Plan Year 2005 will
9 not be increased in subsequent years; additionally, the annual employee contribution
10 dollar (\$) amount for COMPASS medical insurance shall not increase more than ten
11 percent (10%) year-over-year for the same COMPASS coverage level.
- 12 2. The Company shall pay fifty percent (50%) of the insurance premium cost of the Dental
13 Plan feature of the COMPASS Plan.
- 14 3. The COMPASS Plan will include STD and LTD, with employee contributions, as the
15 sole elective options for disability coverage. The Company shall continue to fully fund
16 the fifty percent (50%) benefit level for the STD and LTD under the COMPASS Plan.
- 17 4. Generally, such benefit plan options may include coverages for medical, dental, vision,
18 life insurance, short-term and long-term disability, and for as long as available under the
19 law, health care and dependent care spending accounts.
- 20 5. In locations where the number of employees is great enough and costs, plan design and
21 quality of care are consistent with the preferred provider or network plan, the Company
22 may provide an HMO alternative medical plan option.
- 23 6. Mental Health coverage in the preferred provider medical plan is included as part of
24 medical coverage. There is a maximum of thirty (30) visits per year on an outpatient
25 basis.
- 26 7. All allowable insurance coverage premiums not covered by the Company may be paid by
27 the employee on a federal and state pre-tax basis so long as permitted by law.
- 28 8. In the event national health care laws are enacted which substantially change the structure
29 of the benefits plan, the Company and the Union shall meet to amend this section of the
30 Agreement.
- 31 B. Beginning with the plan year 2006, the Company will provide, at no cost to the employees
32 covered by this Agreement, life insurance coverage of one (1) times annual base pay.
- 33 C. The Company will provide, at no cost to employees covered by this Agreement, Accidental
34 Death and Dismemberment (“AD&D”) insurance with a death benefit equal to one (1) times
35 the employee’s annual base pay.

ARTICLE 24: INSURANCE/BENEFITS

1 D. Retirement Savings Plan

- 2 1. AMFA represented employees shall be eligible for participation in the Company's 401(k)
3 Retirement Savings Plan as generally provided to other employees of the Company.
- 4 2. Such plan will provide for the following:
 - 5 a. Eligibility to participate immediately upon hire.
 - 6 b. Opportunity to contribute up to 25% of eligible pay to the 401(k) Plan so long as the
7 plan and the law permits.
 - 8 c. "Eligible pay" and "salary" will not be reduced by any pre-tax contributions to the
9 benefit plan and/or 401(k).
 - 10 d. The Company may make a discretionary match to eligible employee contributions as
11 announced by the Company. Such match deposits shall not be less than two (2) times
12 for a Plan Year in the months of January and July, respectfully. If such a match is
13 made, it will be made no later than March 31 of the following year.
 - 14 e. The matching percentage on the first 6% of contributions shall be 65 cents effective
15 January 1, 2006 and thereafter.
- 16 3. The Company, upon request, will provide the Union copies of all documents pertaining to
17 the 401(k) Plan including, but not limited to, the Annual Report – Form 5500, with all
18 schedules, copies of all amendments and any restated 401(k) Plan Documents.
- 19 4. A representative of the AMFA represented work group may serve as a member of the
20 Company 401(k) Committee.

21 E. Flexible Spending Accounts

- 22 1. The Company shall continue to make available to AMFA represented employees the
23 option to contribute to a health care spending account, subject to an annual maximum
24 spending amount of \$3,000.
- 25 2. The Company shall continue to make available to AMFA represented employees the
26 option to contribute to a dependent care spending account, subject to an annual maximum
27 spending amount of \$5,000.

28 F. Business Travel Accident Insurance

29 Loss of life or dismemberment as a result of an accident while traveling on ATA business is
30 covered with a maximum benefit of one hundred thousand dollars (\$100,000).

31 G. Free and Reduced Rate Transportation

32 AMFA represented employees shall be provided the free and reduced rate travel privileges as
33 outlined in the Company's Employee Handbook.

ARTICLE 24: INSURANCE/BENEFITS

1 H. Profit Sharing

- 2 1. The Company shall establish a Profit Sharing Plan, effective for calendar year 2006 and
3 thereafter, for all employees of the Company. Such Plan shall include the provisions set
4 forth below:
- 5 a. The Company must achieve a minimum Pre-Tax Margin of five percent (5%).
- 6 b. "Pre-Tax Margin", means for the profit sharing plan, the Company's Income before
7 Income Taxes less Preferred Stock Dividends (excluding extraordinary items,
8 material gains or losses on the sale or disposition of assets and expenses associated
9 with the Profit Sharing Plan), divided by Total Operating Revenues as determined in
10 accordance with accounting principles generally accepted in the U.S. ("GAAP") and
11 as approved by the Company's Board of Directors.
- 12 c. Fifteen percent (15%) of the Pre-Tax Margin shall be shared among all eligible
13 employees.
- 14 d. Each eligible employee's share of the 15% profit sharing pool shall be the percentage
15 derived by dividing the employee's actual base pay received during the plan year by
16 the total of all eligible employee's actual base pay received during the Plan year.
- 17 e. To be eligible for a profit sharing payment, an employee must have been an employee
18 for the entire calendar year for which profit sharing is being paid unless an employee
19 retired, as defined in the Profit Sharing Plan document, during such year.
- 20 f. Profit sharing payments shall be distributed in the employee's 401K account no later
21 than September 30th of the following calendar year.

1 **ARTICLE 25: GENERAL & MISCELLANEOUS**

- 2 A. The Company agrees that there shall be no established maximum age limit in the hiring of
3 employees.
- 4 B. Should there be any change during the life of this Agreement in federal license requirements,
5 all employees affected shall be given a reasonable length of time from the date of change to
6 comply with such change without change in status or pay, except where a specified time
7 frame is dictated by applicable law.
- 8 C. All current or former employee's Human Resources file or training file, shall be available for
9 inspection by the employee or Association representative with the employees' written
10 authorization. Such requests must be made in advance and during the Companys' regular
11 business hours through the appropriate Labor Relations Representative. An employee will be
12 advised and provided a copy of any material of a critical or negative nature at the time such
13 material is placed in his Human Resources file. The Company shall, upon receipt of written
14 request and within three (3) business days, send a copy of employee files to those employees
15 or AMFA representatives who do not have ready access to the location the files are
16 maintained.
- 17 D. Any employee leaving the service of the Company will, on written request, be furnished with
18 a letter setting forth the dates of employment and positions held in service with the Company.
- 19 E. All heavy maintenance check aircraft at the IND Base Maintenance facility shall be worked
20 in the Company hangar when operational requirements and space permits.
- 21 F. All orders or notices to an employee covered under this Agreement involving a change in
22 station assignment, promotion, demotion, furlough, formal training, and leave of absence
23 shall be given in writing.
- 24 G. When requested, the Company shall continue to provide adequate space in a suitable
25 employee work area in each base exclusively for the posting of all official AMFA notices.
26 Such notices shall be signed by authorized Union representatives. Notices may not contain
27 inflammatory material with respect to the Company or its employees. Should the Company
28 object to such inflammatory material, it shall immediately notify the Union. The Union shall
29 remove the item until the matter is resolved.
- 30 H. Each employee shall be provided a copy of the Collective Bargaining Agreement within sixty
31 (60) days from its signing. New employees shall be provided copies of the Agreement during
32 initial training. The Company and the Union shall divide equally the costs of printing the
33 Agreement. The Agreement shall be printed at a union shop designated by the Association,
34 unless the Company agrees to print in-house and incur all costs associated.
- 35 I. It is understood and agreed that the Company will not lock out any employee covered hereby,
36 and the Association will not cause, approve, support or authorize, nor take part in, any strike,
37 slowdown, job action, or picketing of Company premises or its customers' or vendors'
38 premises during the life of this Agreement until the procedures for settling disputes as
39 provided herein and as provided by the Railway Labor Act have been exhausted.

ARTICLE 25: GENERAL & MISCELLANEOUS

- 1 J. Employees who are required to perform jury duty on their scheduled work days or are
2 subpoenaed in connection with their duties as an ATA employee requiring their presence
3 shall, upon proper evidence that they were called and actually served such duty, be paid their
4 regular straight-time rate. Employees who are selected for jury duty and serve more than
5 three (3) days will be assigned Saturday and Sunday off beginning with the Saturday and
6 Sunday proceeding such duty.
- 7 K. The Company shall provide and pay for safe, convenient employee parking during duty hours
8 for all employees covered by this Agreement.
- 9 L. The Company shall have the right to establish and revise minimum required tool lists for all
10 employees covered by this Agreement. Such list shall not contain power tools, tools requiring
11 calibration, or manufacturer required specialty tools. The Union shall be afforded the
12 opportunity to review the new lists in advance of publication and may make suggestions and
13 recommendations.
- 14 M. In the event an employee's drivers license is temporarily suspended and possession of a valid
15 driver's license is a job requirement for performance of the employee's normal range of
16 duties, the Company shall, if operational needs permit, and based on circumstances related to
17 the loss of license, make a reasonable effort to retain such employee in his position,
18 performing duties not requiring the possession of a valid driver's license. Is such employee is
19 unable to remain on active duty as defined above due solely to a lack of duties the Company
20 shall allow the employee to take a leave of absence as defined in Article 10 for a period of no
21 longer than one (1) year.
- 22 N. An employee shall be granted an absence from work with pay at his normal straight time rate
23 of pay per day for the purpose of his required attendance at a FAA or NTSB formal hearing
24 arising out of his job performance.
- 25 O. A Company Identification Card shall be issued to each AMFA-represented employee and
26 eligible retiree.
- 27 P. Power Tools
- 28 The Company may, at its discretion, issue specific power tools to a shop or specific individuals
29 who will thereafter be accountable for the tool(s), in which case the Company shall provide for
30 maintenance/upkeep of such tools caused by normal wear and tear.
- 31 Q. Monitoring Devices
- 32 1. The Company shall not use information gathered from a cockpit voice recorder (CVR) in
33 any disciplinary action against an employee covered by this Agreement.
- 34 2. The Company will not use flight data recorder (FDR) data in any disciplinary action
35 against an employee covered by this Agreement except in cases involving accident or
36 incident investigations initiated by the FAA or NTSB.

ARTICLE 25: GENERAL & MISCELLANEOUS

1 3. If the Company reviews the CVR or FDR in conjunction with an accident or incident, the
2 Union will be able to listen to the CVR and/or have access to the FDR data.

3 R. The Company shall continue to provide flashlight bulbs and flashlight batteries to employees
4 covered by this Agreement on an as needed basis.

5 S. ATA and the Association shall remain in compliance with all federal, state and local laws
6 and regulations.

7 T. It is the Employee's responsibility to maintain a current address on file with the Company
8 and the Association.

9 U. Where there are more than 200 members in a location, and space is available the Company
10 shall provide secure office space and one (1) telephone line for the Union that is accessible to
11 the general membership.

12 V. Employee tool boxes and tools shall be protected by the Company at full dollar value against
13 fire and catastrophe while on Company premises or while on field service assignments,
14 provided the employee has a current inventory of tools on file with the Company. Further,
15 the Company shall also protect (at full dollar value) employee tool boxes and tools against
16 theft while on field service assignments.

17 W. Bereavement

18 1. A full-time employee shall be entitled to up to three (3) days paid time off in the event of
19 a death(s) in his or her immediate family. Immediate family is defined as spouse,
20 children, parents, brothers, sisters, grandparents, grandchildren, stepchildren, stepparents,
21 stepsisters, stepbrothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law,
22 legal guardians, domestic partners (as defined in article 10: Leaves of Absence) and
23 parents, siblings and children of domestic partner.

24 2. Any special needs or circumstances should be discussed with the employee's supervisor.

25 3. In conjunction with bereavement leave, employees will be permitted to use additional
26 vacation time off as needed to round off the workweek.

27 4. An employee who chooses to use this vacation time should notify his manager at the time
28 bereavement leave is requested. Bereavement leave taken in lieu of vacation days shall
29 not be charged against an employee's vacation accrual.

30 X. Personal Business Time

31 At its discretion, the Company may grant up to twenty-four (24) hours of paid personal business
32 time per year to an employee for the conduct of personal business, such as court appearances,
33 unusual scheduling requirements for physicians, etc., which cannot be accommodated outside of
34 the employee's normal work schedule. Requests for personal time must be submitted as soon as
35 possible and no later than a day prior to the day requested. Paid personal time is not available to

ARTICLE 25: GENERAL & MISCELLANEOUS

- 1 probationary employees. Employees may request unpaid personal time that also may be
- 2 approved solely at Company discretion.

1 **ARTICLE 26: SAVING CLAUSE**

2 Should any part or provision of this Agreement be rendered invalid by reason of any existing or
3 subsequently enacted legislation, such invalidation of any part or provision of this Agreement
4 shall not invalidate the remaining portions thereof and they shall remain in full force and effect.
5 In the event of any invalidation, either party may, upon thirty (30) days notice, request
6 negotiations for modification or amendment of this Agreement with regard to only the
7 invalidated parts or provisions directly or indirectly affected.

1 **ARTICLE 27: UNION SECURITY**

- 2 A. Each employee, now or hereafter covered by the Agreement between the parties who chooses
3 to become an Association member shall make application for membership in the Association
4 within sixty (60) days after the date of employment or the date of this Agreement, whichever
5 is later and, upon satisfaction of any provisions applicable under the Associations
6 Constitution and By-laws, shall be admitted to membership in the Association no later than
7 upon expiration of his or her probationary period as defined in Article 11: (Seniority and
8 Probation) of this Agreement. A technician who becomes a member of the Association shall
9 maintain his membership in good standing, as that is defined by the Association's
10 Constitution and By-laws as a condition of continued employment as a technician, provided
11 that this provision shall not apply to any employee to whom membership is not available
12 upon the same terms and conditions as are generally applicable to any other member of the
13 Association or with respect to an employee to whom membership was denied or terminated
14 for any reason other than failure of the employee to tender the initiation fees, assessments,
15 and periodic dues or agency fees uniformly required as a condition of acquiring or retaining
16 membership in the Association.
- 17 B. Each employee covered by this Agreement who fails to voluntarily acquire or maintain
18 membership in the Association, shall be required, as a condition of continued employment,
19 beginning sixty (60) days after the date of this Agreement or the completion of his or her
20 probationary period, whichever is later, to pay to the Association each month agency fees as
21 a contribution for such administration of this Agreement and the representation of such
22 employee. The agency fees shall be an amount equal to the charge permitted by law and in no
23 event greater than the Association's regular and usual monthly dues, initiation fees and
24 assessments.
- 25 C. For the purpose of this Article, "delinquent" shall mean an employee is more than sixty (60)
26 days in arrears in the payment of initiation or reinstatement fees or membership dues, agency
27 fees or assessments uniformly required of other employees in the same Association. If an
28 employee becomes delinquent in the payment of such fees or dues such employee shall be
29 notified by registered mail, return receipt requested, copy to the Company, that he is
30 delinquent in the payment of fees or dues as specified herein and is subject to discharge as an
31 employee of the Company. Such letter shall also notify the employee that he must remit the
32 required payment within a period of fifteen (15) calendar days from the date of delinquency,
33 or be discharged.
- 34 D. If upon the expiration of the fifteen (15) days, the employee still remains delinquent, the
35 Association shall certify in writing to the Company, copy to the employee, that the employee
36 has failed to remit payment within the grace period allowed, and is, therefore, to be
37 discharged. The Company shall then take proper steps to discharge such employee from the
38 services of the Company. Such discharge shall be deemed to be for just cause.
- 39 E. An employee discharged by the Company under the provisions herein shall be deemed to
40 have been "discharged for cause" within the meaning of the terms and provisions of this
41 Agreement. Any dispute over whether such discharge was done in compliance with this
42 Article is subject to arbitration before the AMFA/ATA System Board, which shall render a

ARTICLE 27: UNION SECURITY

1 final and binding decision in such matters. The discharged employee must post his request
2 for arbitration via certified mail to the Association's National Director and the Company's
3 Vice President-Labor Relations within seven (7) days of the date of his/her termination letter.

4 F. Upon receipt of a signed authorization of the employee involved, the Company shall deduct
5 from the employee's paycheck the dues or agency fees payable by him to the Association
6 during the period provided for in said authorization. The parties agree that the check-off
7 authorization shall be on a form, which shall be prepared and furnished by the Association.
8 All deductions for dues or agency fees shall be made by the Company on the first and second
9 regular paycheck of each month.

10 G. The Company shall remit to the Association one check prior to the tenth (10th) day of the
11 month following the month in which the deductions were made. Accompanying said check
12 shall be a list of the employees for whom deductions were made, their current address,
13 employee number, station, company seniority date, current status, gender, pay rates, and the
14 amounts of the deductions. In addition, the Company shall also provide a monthly leave of
15 absence report to the Association.

16 H. It is agreed that the Company shall not be, and the Union shall be, liable for any back pay
17 claims of any employee whom the System Board determines to have been terminated without
18 just cause under this Article.

19 I. It is agreed that the Company shall not be liable for any wage or other claims (including
20 discharge) of any employee covered under this Agreement which may result from action
21 taken by the Company pursuant to a written order by an authorized Association
22 representative under the terms of this Agreement. The Association shall further defend,
23 indemnify and hold harmless the Company and its employees for such claims.

1 **ARTICLE 28: EFFECTIVE DATE AND DURATION**

2 Except as otherwise specifically provided, this Agreement shall become effective ____ (Date of
3 Signing) and shall remain in full force and effect for forty-four (44) months from ____ (Date of
4 Signing) and shall automatically be renewed under the same terms and conditions for
5 consecutive yearly periods, unless written notice of intended change is served in accordance with
6 Section 6, Title I, of the Railway Labor Act, as amended, by either party thereafter not sooner
7 than thirty (30) days prior to forty-four (44) months, specifically mentioning any amendments or
8 modifications desired, and no other provisions of this Agreement shall be affected by such
9 notice, except to the extent that other provisions must be revised to conform with the
10 amendments or modifications agreed upon. When any notice of desired amendment or
11 modifications of any provisions hereof is served, the parties hereto shall meet within thirty (30)
12 days from receipt of said notice to negotiate concerning such desired amendments or
13 modifications.

14 IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ (Date of
15 Signing).

16 FOR

**AIRCRAFT MECHANICS
ASSOCIATION**

ATA Airlines, Inc.

Mr. O.V. Delle-Femine
National Director

Mr. Richard W. Meyer, Jr.
Vice President – Labor Relations

Mark Taylor
Region III Director

Mr. Mark Walden
Airline Representative

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