

**Agreement Between**



**U·S AIRWAYS**

**US Airways, Inc.  
and  
Passenger Service Employees**

**As represented  
by  
Communications Workers of America  
2005**



**2005 Agreement**  
**Between US Airways, Inc.**  
**and the**  
**Communications Workers of America**  
**Representing**  
**Passenger Service Employees**



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## **Preamble**

This Agreement is made and entered into this January 6, 2005 in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as the “Company”) and the Communications Workers of America (hereinafter referred to as the “Union”).





1 **Article 1 – Purpose of Agreement**

- 2 A. The purpose of this agreement is in the mutual interest of the Company  
3 and the employees, to provide for operation of the services of the  
4 Company under methods which will further, to the fullest extent possible,  
5 the safety of air transportation, the efficiency of operation, and the  
6 continuation of employment under conditions of reasonable hours, proper  
7 compensation and working conditions. It is recognized by this  
8 Agreement to be the duty of the Company and of the employees to  
9 cooperate fully for the attainment of these purposes. To further these  
10 purposes, the Company may request a meeting with the Union, or an  
11 International Representative of the Union may request a conference with  
12 the Company's Labor Relations Department at any time to discuss and  
13 deal with any general condition that may arise under the application of  
14 this Agreement.
- 15 B. No employee covered by this Agreement will be interfered with,  
16 restrained, coerced, or discriminated against by the Company, its officers  
17 or agents, because of membership in or lawful activity on behalf of the  
18 Union.
- 19 C. It is understood wherever in this Agreement employees are referred to in  
20 the masculine gender, it shall be recognized as referring to both male and  
21 female employees.
- 22 D. Should any part or provision of this Agreement be rendered invalid by  
23 reason of any existing or subsequently enacted legislation, such  
24 invalidation of any part or provision of this Agreement shall not  
25 invalidate the remaining portions thereof, and they shall remain in full  
26 force and effect.
- 27 E. The Company and the Union agree to comply fully with all applicable  
28 Federal and State statutes and regulations prohibiting discrimination with  
29 respect to all aspects of employment with the company. Further, the  
30 Company and the Union agree that neither shall discriminate against  
31 employees covered by this Agreement on the basis of race, color,  
32 religion, sex, national origin, age, sexual orientation, disability,  
33 membership in uniformed military services, or status as a veteran,  
34 disabled veteran, or veteran of the Vietnam Veterans era.

35

1 **Article 2 – Status of Agreement**

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

7 B. The Agreement shall be binding upon the Company and any Successor,  
8 defined as a purchaser, assignee or transferee of all or substantially all of  
9 the assets or stock of the Company or US Airways Group. Neither the  
10 Company nor US Airways Group shall enter into an agreement with a  
11 Successor which creates a Successor Transaction unless the Successor  
12 agrees, in writing, as a prior condition of the Successorship Transaction,  
13 to cause the Company and US Airways Group to continue to be bound by  
14 the Agreement, as it may be amended pursuant to the provisions of  
15 applicable law, and to cause any operating airline which obtains the  
16 assets of the Company to honor and be bound by the Agreement as it  
17 may be amended pursuant to the provisions of applicable law.

18 If a Successor is an air carrier, and the Successor conducts an operational  
19 merger between the Company and the Successor or another air carrier,  
20 then the Successor will provide the Company employees with a seniority  
21 integration governed by Sections 2, 3 and 13 of the Allegheny-Mohawk  
22 Labor Protective Provision.

23 Upon a change in control defined as the sale of all or substantially all of  
24 the assets or common stock of the Company or US Airways Group in a  
25 single transaction (or in multi-step related transactions) to a single  
26 purchaser (or a group of purchasers acting in concert), the hourly rates of  
27 pay under this agreement shall be increased to the rates which would  
28 have been effective following the Pay Parity Adjustment in June 2002  
29 under the Letter of Agreement on pages 96-100 in the basic agreement.  
30 In addition to such hourly rates of pay, the CWA will have the right to  
31 extend the duration of the CWA Restructuring Agreement for one, two or  
32 three years at the CWA's option, past the amendable date of the CWA  
33 Restructuring Agreement, with across the board wage increases of four  
34 and one half percent (4.5%) on the amendable date and on each of the  
35 three (3) annual anniversaries of the amendable date thereafter (i.e.  
36 12/31/09, 12/31/10 and 12/31/11). For the purposes of this paragraph,  
37 "Common Stock" is the Common Stock of US Airways Group, which are  
38 then outstanding and the Common Stock issuable on exchange, exercise,  
39 and/or conversion of securities of the Company or US Airways Group  
40 which are then currently exchangeable into, exercisable for, or  
41 convertible into such Common stock.

1 The Company shall request that the employees covered by this  
2 Agreement shall be provided seniority integration governed by Sections  
3 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provision if the  
4 Successorship transaction is a hostile takeover by a person, partnership,  
5 corporation or other entity with whom or with which the Company has  
6 no agreement concerning the terms of the said Successorship transaction.

7 C. It is understood and agreed that the Company will not lock out any  
8 employees covered hereby, and the Union will not authorize or take part  
9 in any strikes, sitdown, slowdown, or picketing of Company premises  
10 during the life of this Agreement until the procedures for settling disputes  
11 as provided herein and provided by the Railway Labor Act, as amended,  
12 have been exhausted. The Company will not require the employees  
13 hereunder to cross picket lines of the Company's employees legally  
14 established under contractual provisions and the Railway Labor Act on or  
15 in front of the premises. The individual or concerted refusal to pass such  
16 picket lines shall not constitute grounds for discipline, discharge, lay-off,  
17 or be considered a violation of this Agreement.

18 The Company shall not perform "Struck Work" of Wholly Owned  
19 Carriers and of MDA. "Struck Work" is Passenger Service work  
20 traditionally and regularly performed by a Wholly Owned Carrier or  
21 MDA where and during the period the Passenger Service employees of  
22 that Wholly Owned Carrier or MDA are engaged in a lawful strike, and  
23 where the Company has not previously performed the work in question.  
24 There shall be no prohibition against a concerted refusal of employees of  
25 the Company to perform Struck Work. Moreover, the Company will not  
26 hire employees of Wholly Owned Carriers or MDA to perform Passenger  
27 Service work at the Company during a period when the Company's  
28 Passenger Service employees are engaged in a lawful strike.

29 D. The Company agrees that, in the event of a merger with another air  
30 carrier (other than a carrier within the US Airways control group), where  
31 all or substantially all of the assets and operations of the other air carrier  
32 are integrated with those of the Company, the Company shall provide to  
33 the Company's employees covered by this agreement the seniority  
34 integration procedures of Sections 3 and 13 of the Allegheny-Mohawk  
35 Labor Protective Provisions: provided, however, that said procedures will  
36 not be provided, if and to the extent they are in conflict with applicable  
37 law.

38

1 **Article 3 – Recognition and Scope**

- 2 A. In accordance with Certification Case No. R-6435 by the National  
3 Mediation Board, the Communications Workers of America (CWA) is  
4 the representative union of the craft or class of Passenger Service  
5 Employees.
- 6 B. Each airport station is identified as either Class I, Class II, or Mainline  
7 Express for the purpose of applying this agreement. Those airport stations  
8 are defined as follows:
- 9 1. Class I stations shall be those stations that have more than eighty-  
10 four (84) mainline (wherever the word “mainline” appears in this  
11 agreement it shall mean US Airways, Inc. jet aircraft) scheduled jet  
12 departures weekly. Class II stations shall be those stations that have  
13 eighty-four (84) or fewer mainline scheduled jet departures weekly.
  - 14 2. In Class II stations, Passenger Service work may be performed by  
15 US Airways non-management fleet service opentime employees not  
16 covered by this agreement as required, provided that such work does  
17 not exceed fifty (50) percent of the employee’s scheduled hours on  
18 an annualized basis.
  - 19 3. In Class II stations, US Airways non-management fleet service  
20 employees may perform Passenger Service work, provided such  
21 work does not exceed twenty-five percent (25%) of their scheduled  
22 work hours, on a quarterly basis. The Company will not use this  
23 provision to decrease the ratio of cross-utilized passenger service  
24 employees to cross-utilized fleet service employees at the location  
25 on the date of this Agreement.
  - 26 4. In Class II stations and US Airways Club locations with ten (10) or  
27 fewer active employees, Passenger Service management may assist  
28 in performing passenger service work provided that such work does  
29 not exceed two hours per day. This provision is not intended to be  
30 used to avoid using overtime where coverage for a scheduled shift is  
31 necessary. See Attachment G.IV.C for future modification.
  - 32 5. In Class II stations, Passenger Service employees may be assigned  
33 and will perform other station work not covered by this agreement as  
34 required by the Company.

35

- 1           6. When a Class II city becomes a Class I city, the Company shall  
2           cease assigning Passenger Service work to fleet service employees  
3           within ninety (90) days of becoming a Class I city. When a station is  
4           due to convert to a Mainline Express location, in an effort to provide  
5           a smooth transition, the Union agrees that the Company will have the  
6           right for a period of ninety (90) days following the initial transition  
7           in any location to accomplish such transition on an incremental  
8           "tranche" basis and may assign non-CWA employees.
- 9           7. Change in Station Class:
- 10           a. After the initial establishment of Class I and Class II stations, if  
11           a Class I station's scheduled mainline weekly jet departures are  
12           reduced to a level below sixty-four (64) on an annualized basis,  
13           that station shall become a Class II station.
- 14           b. Should a Class II station's scheduled mainline weekly jet  
15           departures increase to more than one-hundred and twelve (112)  
16           on an annualized basis, such station shall become a Class I  
17           station.
- 18           8. The initial establishment of station Class will be based on the twelve  
19           (12) month weekly average of scheduled mainline jet departures  
20           calculated for the twelve (12) months immediately preceding the  
21           effective date of this agreement. Changes in station Class shall be  
22           based on a twelve (12) month weekly average, with the first average  
23           to be calculated one year from the effective date of this agreement,  
24           and others to be calculated every twelve months thereafter.
- 25           9. In the event that Mainline jet service in a non-hub station (CLT, PIT  
26           and PHL are hub stations) is replaced entirely with Express service,  
27           and where Passenger Service employees perform the Express work,  
28           the Passenger Service employees in that location may continue to  
29           perform the Express work and shall be part of the Express  
30           classification group. In the event that a mainline location becomes  
31           an Express location as described above, such employees in seniority  
32           order may elect the Express positions. Any employee not electing an  
33           Express position or any employee not awarded an Express position  
34           due to the need for fewer employees and due to lack of seniority will  
35           be displaced under Mainline rules as described in Article 12 of this  
36           Agreement.
- 37

1 10. Except as provided for below, all new stations added to Company  
2 service after the date of signing of this agreement shall be treated as  
3 covered Class II stations; provided, however, that the Company may  
4 contract out passenger service work during the first six months of the  
5 station's operations where sufficient personnel, facilities or  
6 equipment are not available. Any changes to such station's Class  
7 shall be based on a twelve (12)-month weekly average, on the same  
8 schedule as described in paragraph 7 above.

9 The Company may operate up to two (2) daily mainline jet departures  
10 in Express stations.

11 In the event that the Company opens a new city, on or after January 15,  
12 2003, such city(s) will not be covered under the Basic Agreement, as  
13 amended, where there are four (4) daily mainline jet departures, or  
14 fewer. In the event that mainline flying exceeds this threshold, such  
15 city will be covered under the Basic Agreement, as amended, within  
16 120 days of commencement of such flying.

17 The Company may use contractors to perform passenger service work  
18 where company Charters are operated into non-CWA represented  
19 cities.

20 The Company may add mainline flying into Express stations on a  
21 seasonal basis not to exceed a single four (4) month period of  
22 continuous flying in a calendar year.

23 C. Each Company Reservation Center facility is considered to be a separate  
24 location for the purposes of this article. A center with multiple facilities  
25 or buildings will be considered a single location.

26 D. The Company shall not furlough to the street, as a direct result of  
27 contracting out any work as provided under this Agreement, any  
28 Passenger Service employee whose name appears on the seniority list as  
29 of December 13, 1999. This provision will not apply to employees who  
30 fail to exercise their seniority to the fullest extent possible to any position  
31 offered on the system. The Company also agrees that it will not displace  
32 any Passenger Service employees from a station, or reduce any full-time  
33 employees to part-time status within the station, as a direct result of the  
34 assignment of ticket lift and/or boarding pass lift/verification or operation  
35 of jetways to other US Airways employees.

36

- 1 E. It is understood that the Company reserves the right to contract out any  
2 Passenger service work when the Company's personnel, equipment or  
3 facilities are not reasonably available. Examples of the application of  
4 this paragraph include subcontracting facilities and personnel at White  
5 Plains airport (HPN) where all facilities are county owned and operated  
6 by county employees, and subcontracting personnel to handle a diverted  
7 flight at a location where US Airways personnel are not available.
- 8 F. The following work shall not fall within the scope of this agreement  
9 except for when and where so directed:
- 10 1. US Airways Express (except Mainline Express as provided for in  
11 Paragraph B.9 above).
- 12 2. US Airways Internet travel services, or any related service, including  
13 but not limited to Personal Travel Works and Priority Travel Works.
- 14 3. Work performed at a Travel Agency.
- 15 4. Installation, removal, repair, relocation, maintenance, programming,  
16 engineering, technical assistance or similar functions associated with  
17 any computer system, internet reservation system,  
18 telecommunications system, automated ticketing device, passenger  
19 processing device or any other new technology or equipment.
- 20 G. Notwithstanding other provisions of this article, employees not covered  
21 by this agreement may perform Passenger Service work in cases of  
22 irregular operations, emergencies, for the purpose of instructing or  
23 training employees, or for providing unscheduled individualized  
24 customer assistance. A situation shall not be deemed to be an emergency  
25 or irregular operation within the meaning of this paragraph where  
26 scheduled or overtime employees are reasonably available to adequately  
27 handle the requirement.
- 28 H. The Union recognizes that the Company shall have sole jurisdiction,  
29 subject to the terms of this agreement, over the management and  
30 operation of its business, the direction of its working force, the right to  
31 establish rules and regulations, to maintain efficiency in its place of  
32 employment, and the right of the Company to hire, promote, demote,  
33 select for training, discipline and discharge employees for just cause. It  
34 is agreed that the rights listed here shall not be deemed to exclude other  
35 rights of management not listed which do not conflict with other  
36 provisions of this agreement.
- 37

- 1 I. The Company reserves the right to implement new technology or  
2 equipment at the time and in the manner designated by the Company.  
3 Work that falls within the scope of this agreement associated with the  
4 operation of the new equipment or technology will be assigned to  
5 employees covered by this agreement. If the introduction, modification or  
6 expansion of new technology or equipment will result in a direct  
7 reduction in force of Passenger Service employees, the Company will  
8 consult in advance with the union regarding efforts to minimize the  
9 impact of such changes on affected Passenger Service employees.
- 10 J. In US Airways Club facility locations, Club Managers may perform  
11 Passenger Service club work as needed at club locations employing ten  
12 or fewer active Club Representatives once voluntary overtime provisions  
13 have been exhausted.
- 14 K. The Union recognizes that the Company shall have the right to enter into  
15 marketing, alliance or code-sharing agreements with other carriers under  
16 which US Airways may perform passenger service work for the other  
17 carrier, and/or the other carrier agrees to perform passenger service work  
18 for US Airways. The Company agrees that any such agreement shall  
19 provide for a fair pro rata allocation of work (based on enplaned  
20 passengers or other appropriate measurements) between CWA-  
21 represented employees of US Airways and the U.S.-based employees of  
22 the other carrier.
- 23



1 **Article 4 – Classifications**

2 Passenger Service consists of the classification groups of Customer Service,  
3 Customer Assistance (CAR), US Airways Clubs, City Ticket Office (CTO),  
4 Reservations and Mainline Express Customer Service. Within the Customer  
5 Service Group and Mainline Express Customer Service groups, there are two  
6 classifications, Customer Service Agent and Customer Service Supervisor  
7 (including CSS Tower and CSS Training Instructor), and within the CTO  
8 group there are two classifications, CTO agent and CTO Lead Agent. All  
9 other groups contain a single classification of representative.

10 A. Customer Service Agent work performed at airport terminals:

- 11 1. Work performed exclusively by Customer Service Agents includes:  
12 issuing, reissuing, and refunding of passenger tickets; booking and  
13 confirming flight reservations; accepting and checking passengers'  
14 baggage at ticket counters and gates; queuing lines at ticket counters  
15 (except where performed by CARS) and gates; passenger check-in,  
16 passenger seat assignment and passenger boarding announcements;  
17 handling of oversold flights; providing connecting passengers with  
18 gate information; processing and tracing mishandled or damaged  
19 baggage; along with CAR's - boarding and deplaning non-  
20 ambulatory special assist passengers between the passenger's seat  
21 and the aircraft threshold; assisting, boarding and deplaning  
22 unaccompanied minors; issuing, reissuing, and refunding of non-  
23 revenue tickets; passenger boarding including ticket lift and/or  
24 boarding pass lift/verification (except where performed by US  
25 Airways flight attendants), and associated duties; issuing vouchers  
26 for passenger accommodations, meals and transportation; issuing  
27 upgrades; operation of jetways (except where performed by US  
28 Airways Fleet Service employees); making local arrival  
29 announcements; delivery of flight documents; passenger service  
30 flight close-out procedures; accepting and processing PDQ  
31 shipments; assisting passengers with kiosk check-in and kiosk  
32 baggage processing (except where performed by CARS).
  - 33 2. Work that may be performed by a Passenger Service employee or by  
34 a contractor includes: accepting and checking passengers' baggage at  
35 non-ticket counter airport locations or other non-airport locations  
36 except as currently performed by Passenger Service employees;  
37 customer service work associated with handling Express and  
38 charter/ground handling agreements or contracts.
- 39 Skycaps will be permitted to perform the following tasks to check-in  
40 customers and issue boarding passes at curbside: issuing boarding  
41 passes for customers with electronic tickets; adding passenger

- 1 assistance edits for wheelchair, meet and assist, blind or deaf  
2 passengers, selecting from a drop-down menu on the application;  
3 reprinting boarding passes if necessary. Skycaps will be unable to  
4 issue boarding passes for customers whose boarding passes are  
5 inhibited, collect funds due for any reason (change fee, excess  
6 baggage, UMNRR fee, etc.), select specific seats for customers,  
7 request generic aisle or window seats for customers or place/clear  
8 customers on the priority list.
- 9 3. Work that may be performed by Passenger Service employees, a  
10 contractor, or other US Airways employees includes: accepting,  
11 processing and delivering cargo and material; paging; instructing and  
12 training employees; operating air-stair vehicles; US Airways Club  
13 and Frequent Traveler enrollment; passenger assistance not listed in  
14 paragraph A.1.; and any other station work.
- 15 B. Customer Assistance Representatives work performed at CAR Airport  
16 locations:
- 17 1. Work performed exclusively by CAR's and/or Customer Service  
18 Agents includes: boarding and deplaning non-ambulatory special  
19 assist passengers between the passenger's seat and the aircraft  
20 threshold; assisting, boarding, deplaning unaccompanied minors;  
21 queuing passenger lines in front of the ticket counter and assisting  
22 passengers with check-in and baggage processing associated with  
23 kiosks **at those stations** with two hundred thirty one (231) or more  
24 scheduled mainline jet departures weekly.
- 25 a. At stations, as of September 16, 2005, with flight schedules  
26 below the two hundred thirty one (231) scheduled mainline jet  
27 departures threshold (where CARs are currently performing  
28 queue and kiosk duties) the Company will not fill new CAR  
29 vacancies or replace any attrition in the CAR group (in that  
30 station) until such time that CARs are no longer performing  
31 queue and kiosks duties at that station. As this attrition occurs as  
32 described in item 1 above, that CAR work associated with queue  
33 and kiosks will be assigned to the agent classification.
- 34 b. After the initial establishment of stations described in item 1  
35 above, any future change to the Company's rights to utilize  
36 CARs to perform queue/kiosks work will be accomplished as  
37 follows:
- 38

- 1) should a station's scheduled mainline weekly jet departures (in a station utilizing CARs to perform queue and kiosk assignments) decrease to a level below one hundred sixty one (161), such station will phase out CAR queue/kiosk assignments in the manner described in paragraph 1 above.
  - 2) should a station's scheduled mainline weekly jet departures (in a station not utilizing CARs to perform queue and kiosk assignments) increase to a level above three hundred one (301) mainline weekly jet departures, the 1/15/2003 CAR agreement will apply.
  - 3) this calculation of flight schedules will be based on the same timeframe as for classification of stations as outlined in Article 3.B.8.
2. Work that may be performed by a Passenger Service employee or by a contractor includes: assisting customers needing special assistance or in-station transportation except as currently performed by Passenger Service employees; CAR work associated with handling Express and charter/ground handling agreements or contracts;
  3. Work that may be performed by Passenger Service employees, a contractor, or other US Airways employees includes: passenger assistance not listed in paragraph B.1.; any other station work.
- C. US Airways Club Representative work performed at US Airways Club facilities, including Envoy Lounge and Business Centers:
1. Work performed exclusively by Club Representatives includes: passenger check-in, passenger seat assignment; booking of club conference rooms and arranging associated catering services/business services; issuing, reissuing, and refunding passenger tickets; issuing upgrades; booking flight reservations; and confirming flight reservations.
  2. Work that may be performed by a Passenger Service employee or by a contractor includes: providing food and beverages to customers; maintaining the appearance of the club and any other club work.
  3. Work that may be performed by Passenger Service employees, a contractor, or other US Airways employees includes: US Airways Club enrollment/sales; US Airways Frequent Traveler enrollment; any other station work.

- 1 D. City Ticket Office Agent Work performed at US Airways City Ticket  
2 Office facilities:
- 3 1. Work performed exclusively by CTO Agents: issuing, reissuing, and  
4 refunding of passenger tickets; booking and confirming flight  
5 reservations; issuing upgrades; passenger seat assignments; issuing,  
6 reissuing and refunding non-revenue tickets;
  - 7 2. Work that may be performed by a Passenger Service employee or by  
8 a contractor includes: maintaining the appearance of the CTO.
  - 9 3. Work that may be performed by Passenger Service employees, a  
10 contractor, or other US Airways employees includes: voluntary  
11 outside sales calls; inside sales calls; US Airways Club and Frequent  
12 Traveler enrollment; any other CTO work.
- 13 E. Lead CTO Agent work, Customer Service Supervisor (CSS) and CSS  
14 Training Instructor work shall include the same work as that of a CTO  
15 agent or Customer Service Agent respectively. In addition, as working  
16 members of the group, they may be required to lead and direct the work  
17 of other employees. When and where Lead Agents, CSS's, or CSS  
18 Training Instructors are utilized by the Company, they will be  
19 responsible for the overall performance within their work area. Lead  
20 Agents, CSS's, and CSS Training Instructors may be required to lead and  
21 direct the work of others which includes but is not limited to;
- 22 1. Providing verbal coaching to employees related to their  
23 performance.
  - 24 2. Providing verbal and/or written input to management, related to  
25 employee performance.
  - 26 3. Preparing and issuing performance appraisals.
  - 27 4. Temporarily resolving extreme personnel emergencies when  
28 management is not present or available, to include sending  
29 employees home pending management investigation and action.  
30 Management, not the CSS, will make any determination as to  
31 whether any unpaid suspension will be applied.
  - 32 5. Performing the functions of Ground Security Coordinator,  
33 Complaint Resolutions Officer or other applicable federal, state,  
34 local or airport required responsibilities.
  - 35 6. Reasonable and customary administrative duties.
  - 36 7. Instructing and training employees covered by this agreement and  
37 other employee groups where so directed.

1 8. Resolution of customer complaints and performing any other CTO  
2 or airport work where so directed.

3 It is understood that supervisor and administrative responsibilities, as  
4 listed above, are performed by CSS's, Lead Agents or CSS Training  
5 Instructors, but that other non-covered employees also perform the same  
6 or similar functions.

7 F. Reservations Sales Representative work performed at US Airways  
8 Reservation Centers:

9 1. Work performed exclusively by Reservations Sales Representatives:  
10 normal and customary work associated with the handling of general  
11 reservations telephone sales calls including but not limited to;  
12 booking and confirming flight reservations, issuing seat assignments,  
13 soliciting and providing ticketing options when applicable, providing  
14 required and/or requested information to callers; handling sales and  
15 reservations calls (but not technical assistance calls) generated by  
16 internet travel services;

17 Normal and customary work associated with the handling of  
18 specialty functions including Customer Service Desks, Queues, Air  
19 Sea, Conventions and Groups (except as currently being performed  
20 by other US Airways employees), Rates, Flight Advisory, Ticketing  
21 Service (excluding ticketing associated with internet reservations or  
22 any other new technology), International Reservations (insofar as the  
23 work is performed within the United States and its territories),  
24 Frequent Traveler Award reservations, Reissue, TLC, Chairman's  
25 Preferred, Central SABRE Services.

26 The Company may outsource any reservations work as a backfill to  
27 vacancies created by acceptance of "Early Outs" (EO) or vacancies  
28 created by attrition for a period beginning January 1, 2005 and  
29 ending November 1, 2011. This paragraph does not require the  
30 Company to add reservations employees, unless necessary to meet  
31 the needs of service as determined by the Company.

32 2. Reservations employees who are active or on LOA as of January 6,  
33 2005, not electing EO will be afforded "No furlough to the street  
34 Protection," except in force majeure circumstances, until the day  
35 prior to the amendable date of this Agreement at which time the "No  
36 furlough to the street Protection" will be eliminated, except as  
37 provided for in the CBA.

38 3. For the duration of reservations outsourcing, should the Company  
39 decide to consolidate the two (2) existing reservations centers into a  
40 single center, such consolidation will be in either PIT or INT.

- 1 4. Should consolidation of the reservations centers occur during the  
2 outsourcing period described above, no sooner than 12 months prior  
3 to the amendable date the company may open a reservation center(s)  
4 as determined by the company.
- 5 5. The Company may outsource DMSC and BCC work for a period  
6 beginning January 1, 2005 and ending November 1, 2011.
- 7 6. If the company exercises any of the outsourcing options above, it  
8 will inform the union of the company(s) performing the outsourced  
9 work and the locations. Certain additional information relevant to  
10 outsourcing will be provided upon request by the union provided the  
11 Union agrees to be bound to a confidentiality agreement (if the  
12 information is confidential in nature).
- 13 7. Work that may be performed by a Passenger Service employee or by  
14 a contractor includes: Foreign Language calls, and Hearing and  
15 Speech Impaired calls, except as currently performed by Passenger  
16 Service employees;
- 17 8. Work that may be performed by Passenger Service employees, a  
18 contractor, or other US Airways employees includes: training and  
19 instructing other employees; rental car or other service solicitation;  
20 Cargo Inside Sales, US Airways Club and Frequent Traveler  
21 enrollment; travel agency support work being performed by other  
22 employees or vendors as of the effective date of this agreement; US  
23 Airways internet travel services; and any other reservations work.
- 24 9. US Airways may implement a "Work At Home" program for  
25 Reservations Sales Agents as follows:
  - 26 a. WAH positions will be voluntary and will be established based  
27 on the needs of service in Reservations Center(s) as determined  
28 by the company and will not exceed 30% of the RSR workforce  
29 (FTE).
  - 30 b. WAH positions will be paid at the MDA Rate.
  - 31 c. WAH eligibility will be open to employees who live within a  
32 certain distance and/or area code and/or availability to the  
33 required technology.
  - 34 d. The company will provide computer hardware and its  
35 maintenance. Installation of any additional hardware or  
36 software on company equipment is strictly prohibited. The  
37 company will be responsible for the monthly cost and  
38 installation of DSL and/or any additional required phone lines.

- 1 e. WAH will be considered a separate duty assignment within the  
2 center.
- 3 f. Eligible active RSA employees may apply for transfers to and  
4 from WAH vacancies in accordance with the provisions of  
5 Article 9, A.1 or 9, B.1, as applicable. RSA's will not be  
6 involuntarily assigned to WAH positions.
- 7 g. Employees on the final level of discipline for performance or  
8 attendance control will not be eligible for transfer to WAH.
- 9 h. Employees subsequently placed on the final level of discipline  
10 for performance or attendance control while in the WAH, may  
11 be returned by the company to a duty assignment within the  
12 Reservations Center at the applicable rate of pay.
- 13 i. WAH employees may be required to temporarily return to the  
14 Reservations Center when required by the company (e.g.,  
15 training, meetings, power failures, technical hardware or  
16 software failures or where required to address performance  
17 issues).
- 18 j. Employees awarded WAH positions will be:
- 19 1) Required to provide an adequate space in their home free of  
20 all outside distractions (e.g., noise from children, animals,  
21 TV/Radio or any other noise distractions).
- 22 2) Required to obtain any necessary office equipment/supplies  
23 including but not limited to a desk, chair, pens, paper,  
24 storage, etc.
- 25 3) Required to maintain adequate transportation and be  
26 available to report to the Reservations Center, as required  
27 by the company.
- 28 4) Responsible for the cost of necessary utilities, including any  
29 additional ongoing utility cost associated with WAH
- 30 k. Employees awarded WAH positions will be assigned to a  
31 transition desk in order to become familiar and proficient with  
32 all WAH procedures including but not limited to  
33 troubleshooting, software and hardware repairs, computer and  
34 telephone set up and familiarization with technical assistance  
35 procedures. Once the employee achieves the necessary  
36 proficiency as determined by the company, the employee will be  
37 released to begin working from home.

- 1           l. Employees awarded WAH positions will be subject to a stability  
2           period of 12 months following assignment to the actual work at  
3           home position. Employees in their stability period will be  
4           ineligible for any in-station and/or system transfers.
- 5           m. WAH employees who move from their existing home will be  
6           reassigned to the Reservations Center until such time as it can  
7           be determined that their new location meets the eligibility  
8           requirement for WAH. Employees will be responsible for all  
9           costs associated with moving and reinstalling equipment.
- 10          n. WAH employees who transfer or terminate will be responsible  
11          to disconnect and personally return all WAH assigned  
12          equipment to the Reservations Center in good working order  
13          and in a timely fashion.
- 14          o. Workplace injury liabilities will be limited to injuries which  
15          occur in the work area, including the office area, kitchen,  
16          bathroom and connecting corridors.
- 17    G. Where Tower CSS's are utilized, the work includes but is not limited to  
18    coordination and communication with all appropriate personnel any  
19    information pertaining to: aircraft gate assignments, flight arrivals and  
20    departure times, weather, passenger connections, rebooking of  
21    passengers, cancellations, delays, FLIFO, special assists, misconnect  
22    baggage, medical emergencies and any other reasonable and customary  
23    passenger service tower work.
- 24    H. Duty assignments and functions will be defined based on the needs of the  
25    service and may be redefined at management discretion. Duty  
26    assignments may be location-specific and may consist of a single job  
27    assignment, or a combination of two or more job assignments as  
28    described above.
- 29    I. Qualified employees may be cross-utilized between groups,  
30    classifications and/or duty assignments within the location and may back  
31    up other duty assignments under this Agreement based on the needs of  
32    the service as described in Hours of Service, Section O.
- 33    J. An employee designated as an Opentime/Relief Agent will bid work  
34    schedules as determined on a local basis based on the needs of service.  
35    Such work may be a mixture of shifts, classifications and/or duty  
36    assignments within a work week.
- 37



1 K. In the event the Company establishes any new job classification or job  
2 title involving work covered by this agreement, the Company shall meet  
3 with the Union to establish the rates of pay and other conditions of  
4 employment for the new classification or title. If agreement is not  
5 reached within ninety (90) days of the first meeting, the Company and  
6 the Union will promptly submit the unresolved pay and conditions of  
7 employment issues to an independent arbitrator for final determination,  
8 using the panel list of arbitrators as described in the System Board of  
9 Arbitration article in this Agreement. The arbitrator shall base his/her  
10 review on comparisons to similarly situated employees of the following  
11 companies: American, Delta, Northwest, and United Airlines. The  
12 Company may implement and staff the new position at any time within  
13 its discretion, but any negotiated changes or changes as a result of an  
14 arbitrator's award will be retroactive back to the first day.  
15

1 **Article 5 – Hours of Service**

- 2 A. For purposes of computing pay, the work week shall begin at 0001 hours  
3 Monday morning, and last through and until 2400 hours Sunday evening  
4 and includes any tour of duty that begins during this period. A work  
5 week will consist of five (5) scheduled work days, and two (2)  
6 consecutive scheduled days off, except for:
- 7 1. schedule rebids;
  - 8 2. employee shift trades;
  - 9 3. open-time/relief shift agents as described in Item B below; or
  - 10 4. employees whose scheduled days off are Monday and Sunday.
  - 11 5. when rotating days-off at a reservations sales office requires a one  
12 day turnaround.
- 13 B. For customer service open-time and reservations relief shift agents, four  
14 (4) scheduled days off will be provided within each two-week pay  
15 period. The Company will make every effort to post lines of work with  
16 two consecutive days off each week.
- 17 Reservations relief shift agents' schedules will be awarded on a weekly  
18 basis with a minimum of fourteen (14) calendar days notice. Where  
19 relief shifts and days off vary, awards will be made in seniority order.
- 20 C. A workday shall be a twenty-four (24) hour period beginning at 0001  
21 hours local time. All consecutive time worked in any tour of duty  
22 including overtime, and shift trades, shall be considered as work  
23 performed on the day during which the employee's regular shift began.
- 24 D. A full time shift will consist of eight and one-half (8 ½) consecutive  
25 hours, including a one-half (1/2) hour unpaid meal period.
- 26 E. Shift periods for part-time employees will be as follows:
- 27 1. a minimum of three (3) hours and a maximum of six-and-one-half  
28 (6.5) hours per day in Class I stations, in US Airways Clubs and  
29 CAR positions. Part-time shifts in these locations that are three (3)  
30 hours or more in length may be inclusive of a one-half (1/2) hour  
31 unpaid meal period.
  - 32 2. a minimum of two (2) hours and a maximum of six-and-one-half  
33 (6.5) hours per day in Class II stations. Part-time shifts in these  
34 locations that are three (3) hours or more in length may be inclusive  
35 of a one-half (1/2) hour unpaid meal period.

- 1 3. a minimum of four (4) hours and a maximum of six (6) hours per  
2 day in CTOs. Part-time shifts in these locations that are more than  
3 five and one-half (5 ½)hours in length may be inclusive of a one-half  
4 (1/2) hour unpaid meal period.
- 5 4. a minimum of four (4) hours and a maximum of six (6) hours per  
6 day at Reservations locations.
- 7 F. Break periods for part-time employees will be as follows:
  - 8 1. Part-time shifts of at least three (3) hours but not more than five (5)  
9 hours, will contain one fifteen (15) minute break during the  
10 scheduled shift.
  - 11 2. Part-time shifts of more than five (5) hours that do not contain an  
12 unpaid meal period will contain two (2) fifteen (15) minute breaks.
- 13 G. Part-time employees at airports may be scheduled for split shifts. A split  
14 shift duty period must be a minimum of two (2) hours.
  - 15 1. The split shifts can cover a maximum of fourteen (14) hours in a 24-  
16 hour period (from the beginning of the first duty period to the end of  
17 the second duty period). There will be no scheduled meal period  
18 within either duty period of the split shift.
  - 19 2. There will be no full-time split shifts.
  - 20 3. At airports, part-time scheduling, except for split shifts, may be  
21 increased to 30 paid hours per week with a 6.5 hour maximum shift  
22 duration with a 30 minute unpaid meal period included.
  - 23 4. At airports, part-time employees may be scheduled for a .5hr unpaid  
24 meal period for any shift length of 3hrs or greater.
- 25 H. Full-time employees will be granted one fifteen (15) minute break period  
26 during the first four (4) hours of their work shift and one fifteen (15) minute  
27 break period during the second four hours of their work shift.
- 28 I. Meal periods shall be assigned as follows:
  - 29 1. The Company will make every effort to provide meal periods for  
30 full-time employees within ninety (90) minutes before or after the  
31 midpoint of the scheduled shift.
  - 32 2. Full-time employees who, at Company request, are unable to begin  
33 their meal period at least two (2) hours prior to the end of their  
34 regularly scheduled shift, will be provided a thirty (30) minute lunch  
35 period paid at straight time rates. If unable to take any meal period  
36 due to company request, the employee will receive pay for the  
37 applicable meal period at time and one-half (1 ½) rates.

- 1           3. Part-time employees whose shifts entitle them to an unpaid meal  
2           period as described in Item E. above, but who are unable to take a  
3           meal period due to company requests will receive an additional thirty  
4           (30) minutes pay at straight time rates.
- 5       J. In the event that circumstances beyond the Company's control, e.g., acts  
6       of God, strikes, etc.; cause the operation to be reduced or stopped, the  
7       Company may release employees from duty. In the event full-time  
8       employees are released from duty under the above provisions, employees  
9       who have reported for work and are released, will be paid for actual  
10       hours worked or a minimum of four (4) hours which ever is greater. In  
11       the event part-time employees are released from duty under the above  
12       provisions, employees who have reported for work and are released, will  
13       be paid for actual hours worked or a minimum of two (2) hours which  
14       ever is greater.
- 15       K. Separate work schedules will be posted for each applicable duty  
16       assignment. Award of work shifts, including scheduled start time, shift  
17       length and scheduled days off, shall be based on Passenger Service  
18       seniority.
- 19       L. Employees will be given a minimum of fourteen (14) days notice when a  
20       schedule rebid is to take place. Work schedules, with seniority rosters  
21       and bid times where applicable, are posted for bid by active employees as  
22       far in advance as practical, or a minimum of seven (7) calendar days.  
23       The posting shall contain the scheduled start time, shift length, scheduled  
24       days off and effective date. Once the bidding process is completed,  
25       schedule bid awards will be posted a minimum of fourteen (14) calendar  
26       days, or seven (7) calendar days for opentime, prior to the effective date  
27       of the new work schedule. Employees unavailable to bid at their  
28       appointed bidding time, may bid by proxy, or by other means established  
29       locally.
- 30       An active employee who fails to bid will be assigned an available work  
31       schedule within his duty assignment after completion of the bid. An  
32       active employee who reports late for bidding, but while the bidding  
33       process is ongoing, will be permitted to bid on remaining available lines  
34       at the time he reports. An airport employee on duty during his assigned  
35       bid period will be released to submit a bid.
- 36       An employee on furlough or authorized leave of absence or off due  
37       occupational injury will be permitted to bid in a rebid of the work  
38       schedule provided the company receives, prior to the start of the bidding  
39       period, a notice certifying his return to work date which must be within  
40       thirty (30) days of the effective date of the bid. If the leave is for medical

- 1 reasons, the certification of the return to work must be signed by the  
2 employee's treating physician.
- 3 M. Each scheduled line of work will contain the same days off each week  
4 and will contain the same shift start time on the same day of each week  
5 throughout the bid period except where otherwise provided for in this  
6 agreement.
- 7 N. Work schedules will be rebid based on the needs of the service or a  
8 minimum of three (3) times per calendar year and will not remain in  
9 effect longer than one hundred fifty (150) days.
- 10 O. During a bid period, if it becomes necessary to temporarily adjust  
11 employees' work schedules, duty assignments, scheduled start times or  
12 scheduled days off, the following procedures shall apply to affected  
13 employees:
- 14 1. When it becomes necessary to adjust scheduled days off, employees  
15 subject to adjustment will be given a minimum of five (5) calendar  
16 days notice.
- 17 2. When it becomes necessary to adjust scheduled start times,  
18 employees subject to adjustment will be given a minimum of forty-  
19 eight (48) hours notice.
- 20 3. Employees may be reassigned between duty assign-  
21 ments/classifications and job assignments on a given shift based on  
22 the needs of the service.
- 23 **Note:** The Company will identify the affected employees, considering  
24 existing staffing levels in classifications, job assignments/duty  
25 assignments, starting times, and/or days off. Schedule adjustments and  
26 reassignments involving changes to shift start times and/or days off will  
27 be offered to affected employees in seniority order and where there are  
28 insufficient volunteers, assigned in reversed seniority order.
- 29 In the event these adjustments are expected to exceed thirty (30) days in  
30 duration, then within the first thirty (30) days after such adjustment, the  
31 Company shall post the work schedule in the affected duty assignment  
32 for rebid as provided for in Paragraph L above.
- 33 P. Employees temporarily assigned to a higher rated classification shall be  
34 paid the applicable rate for all time worked in such classification.  
35 Employees temporarily assigned to a lower rated classification shall not  
36 have their rates of pay reduced.
- 37

- 1 Q. Employees returning to active duty from an authorized leave of absence  
2 or occupational injury will be assigned to their previous duty assignment.  
3 Such employees who were not permitted to bid the most current work  
4 schedule may be assigned a shift and days off within their duty  
5 assignment consistent with their seniority. If needs of service do not  
6 allow the employee to be assigned a shift and days off consistent with  
7 their seniority, the Company will rebid the work schedule within thirty  
8 (30) days.
- 9 R. Employees transferring or displacing into the classification, and/or duty  
10 assignment who were not permitted to bid the most current work  
11 schedule will be assigned an available work schedule (shift start times  
12 and scheduled days off) within the duty assignment until the next work  
13 schedule rebid.
- 14 S. The Company will establish as necessary the number of employees for  
15 the needs of the service on each shift in all duty assignments at any  
16 location, subject to the terms of this Agreement.
- 17 T. Shift Trades
- 18 An employee may trade shifts or days off with another qualified  
19 employee in the location within the group and classification in  
20 accordance with the following provisions:
- 21 1. The request must be in writing and signed by both employees  
22 involved (or submitted electronically where a location utilizes  
23 Workbrain or a similar electronic reporting method). The request  
24 shall be submitted for approval to the appropriate local  
25 administrative area.
- 26 2. Employees are expected to submit shift trades as far in advance as  
27 practical. Deadlines will be established for submitting shift trades.
- 28 a. At airport locations such deadline will not be earlier than 4:00  
29 PM local time for any shift trades to be effective the following  
30 day.
- 31 b. At reservations centers such deadline will not be earlier than one  
32 (1) hour prior to the trade to be worked.
- 33 c. Local policy may be less restrictive.
- 34 3. Employees who trade shifts become responsible to work the shift so  
35 agreed to as if it were part of their regular work schedule.
- 36 4. Probationary employees are not eligible to participate under these  
37 provisions.

- 1 5. No overtime payment will be paid to an employee as a result of  
2 working another employee's shift under these provisions. The  
3 employee who trades to work will be compensated at straight time  
4 rates, for the hours worked.
- 5 6. No request under these provisions shall be honored if found to be in  
6 conflict with state or federal law. Should a jurisdiction impose  
7 restrictions or require overtime payment for such hours of work, the  
8 Company and the Union will meet to discuss such restrictions  
9 affecting employees.
- 10 7. An employee who has an approved shift trade to work for another  
11 employee may shift trade this entire obligation with one other  
12 employee and this shift trade will count toward the quarterly  
13 maximum as described in paragraph T.10 below.
- 14 8. Shift trades resulting in an overlap of up to one-half (1/2) hour may  
15 be approved subject to the needs of service.
- 16 9. Employees may work a maximum of sixteen (16) hours during a  
17 twenty-four (24) hour period as a result of shift trades, excluding  
18 meal periods. Employees will not be permitted to work double shifts  
19 (twelve (12) hours or more) on consecutive days as a result of shift  
20 trades.
- 21 10. Employees may shift trade off their regularly scheduled shift a  
22 maximum of twenty (20) times per calendar quarter. Shift trade start  
23 time exchanges within the same starting time period (i.e. shift 1 to  
24 shift 1 or shift 2 to shift 2) on the same day, will not count toward  
25 the twenty (20) quarterly maximum.
- 26 11. Employees may trade their full shift or a portion thereof, with no  
27 more than two (2) employees. The minimum partial trade will be  
28 one hour. Partial trades must be in one-half (1/2) hour increments  
29 (e.g. one hour, one and one-half hours, two hours, two and one-half  
30 hours). Employees in Reservations may request partial shift trades  
31 in fifteen (15) minute increments above the one (1) hour minimum  
32 (e.g., one hour, one and one-quarter hours, one and one-half hours,  
33 one and three-quarter hours, two hours, etc.)
- 34 12. Cancellation of an approved trade must be submitted on the  
35 appropriate form and submitted within the same time frames  
36 established for submission of shift trades. If a trade is cancelled, it  
37 will not count toward the quarterly maximum.
- 38

- 1 13. In circumstances where shift trades have been approved and where  
2 the employee who is scheduled to work for another employee is  
3 unable to do so (e.g., due to a leave of absence (paid or unpaid),  
4 transfer, termination, jury duty, schedule rebid, occupational injury),  
5 the Company reserves the right to cancel an approved shift trade  
6 provided ten (10) days notice is given to affected employees.
- 7 14. Customer Service (CS) and City Ticket Office (CTO) Supervisors  
8 may be permitted, subject to local policy, to shift trade or swap  
9 on/off with a qualified CS/CTO agent in their respective location. In  
10 airports or CTOs where swaps between agents and Supervisors are  
11 permitted, each station/CTO will establish local qualifications  
12 necessary to work the CS/CTO Supervisor position including  
13 qualifications such as:
- 14 • an open-time agent who covers the Supervisor position on the  
15 open-time bid, or
  - 16 • an agent who has covered a Supervisor position for the purposes  
17 of assigned overtime, or
  - 18 • an agent who has been designated by local management to cover  
19 a vacant Supervisor position as a part of their regularly  
20 scheduled shift either on a daily or temporary upgrade basis.
- 21 CS and CTO Supervisor premium will only be paid to employees  
22 currently holding a Supervisor position. Employees who swap with  
23 a Supervisor will not receive the premium pay.
- 24 U. Employees may not be scheduled for less than an eight (8) hour rest  
25 period between shifts. This provision does not apply to employees who  
26 bid into situations involving less than eight (8) hours of off duty time or  
27 participate in shift swaps which result in less than eight (8) hours of off  
28 duty time.
- 29 V. Severe Weather/Natural Disaster
- 30 Employees are expected to make every reasonable effort to report to  
31 work during periods of inclement weather unless otherwise prohibited by  
32 state or local authorities. Employees who are verifiably unable to report  
33 to work or report late to work during these conditions, may account for  
34 lost time in one of the following ways:
- 35 1. unbid vacation;
  - 36 2. accrued comp time (where applicable);



1           3.    make up time (the employee will be eligible to work a like period of  
2                   time on a scheduled shift at a time selected by the employee.  Such  
3                   employee will notify the company of the shift to be worked as far in  
4                   advance as practical but no later than the day prior to the shift they  
5                   have selected to work.  The shift must be worked within thirty (30)  
6                   calendar days of the absence and will be paid at straight time rates);  
7                   or

8           If the employee does not elect one of the options above, the absence will  
9                   be an unpaid absence.

10          If less than a full compliment of employees is required due to severe  
11          weather, employees at affected locations may be granted time off within  
12          the group, classification, duty assignment and shift in seniority order.  
13          Employees granted time off under this provision may elect to be paid  
14          using unbid vacation or accrued comp time (where applicable) or may  
15          take the time off as unpaid.

16

1 **Article 6 – Overtime – Customer Service**

- 2 A. The Company shall determine the number of overtime hours to be  
3 worked. Over-time hours are defined as additional hours worked at the  
4 Company's request over and above an employee's scheduled hours.
- 5 B. Where the Company determines that overtime is required, such overtime  
6 will be offered to qualified employees on an equalized basis. All eligible  
7 employees will be considered available for overtime.
- 8 C. Employees will be equalized based on the actual hours worked and actual  
9 hours eligible for work. Availability lists will be established for each  
10 duty assignment and only those employees signed up will be contacted.  
11 Separate lists will be maintained for Customer Service Supervisors.
- 12 D. Shift extension is overtime which is anticipated to be less than four hours  
13 and is not the result of a part-time vacancy or absence. Shift extension  
14 overtime will be offered to those employees whose shift ends closest to,  
15 but within four (4) hours of the shift extension period, or those  
16 employees whose start time is closest to, but within four (4) hours of the  
17 shift extension period.

18 Shift extension will be offered in the following order:

- 19 1.
- 20 • Employees in the location, classification and duty assignment  
21 • Signed up on the availability list  
22 • Having the lowest equalization
- 23 2.
- 24 • Qualified employees in the location and classification but  
25 outside the duty assignment  
26 • Signed up on the availability list  
27 • Having the lowest equalization.
- 28 3.
- 29 • Qualified employees outside the classification but within the  
30 duty assignment and location  
31 • Signed up on the availability list  
32 • Having the lowest equalization

33

- 1 4.
- 2 • Qualified employees in the location and group but outside the
- 3 classification and outside the duty assignment
- 4 • Signed up on the availability list
- 5 • Having the lowest equalization
- 6 5.
- 7 • Qualified employees in the location within the Passenger
- 8 Service Organization but outside the group
- 9 • Signed up on the availability list
- 10 • In seniority order
- 11 6.
- 12 • Qualified volunteers in the location
- 13 • On a voluntary basis
- 14 7.
- 15 • Qualified volunteers from other locations within the Passenger
- 16 Service Organization
- 17 • On a voluntary basis
- 18 8. Mandatory assignment as described in Paragraph U of this article.
- 19 Employees who are offered shift extension that is not continuous with
- 20 their regular shift and is separated by more than one hour shall be offered
- 21 four hours work.
- 22 E. Overtime required as a result of full-time vacancies/absences or overtime
- 23 required when additional shifts are necessary which exceed five (5) work
- 24 hours, will be offered first to full-time employees.
- 25 Full-time overtime shall be offered in the following order:
- 26 1.
- 27 • Full-time employees in the location, classification and duty
- 28 assignment
- 29 • Signed up on the availability list
- 30 • Having the lowest equalization
- 31

- 1           2.
- 2           • Qualified full-time employees in the location and classification
- 3           but outside the duty assignment
- 4           • Signed up on the availability list
- 5           • Having the lowest equalization
- 6           3.
- 7           • Qualified full-time employees outside the classification but
- 8           within the duty assignment and location
- 9           • Signed up on the availability list
- 10          • Having the lowest equalization
- 11          4.
- 12          • Qualified full-time employees in the location and group but
- 13          outside the classification and outside the duty assignment
- 14          • Signed up on the availability list
- 15          • Having the lowest equalization
- 16          5.
- 17          • Part-time employees in the location, classification and duty
- 18          assignment
- 19          • Signed up on the availability list
- 20          • Having the lowest equalization
- 21          6.
- 22          • Qualified part-time employees in the location and classification
- 23          but outside the duty assignment
- 24          • Signed up on the availability list
- 25          • Having the lowest equalization
- 26          7.
- 27          • Qualified employees outside the group, but within location and
- 28          Passenger Service Organization
- 29          • Signed up on the availability list
- 30          • In seniority order
- 31          8.
- 32          • Qualified volunteers in the location
- 33          • On a voluntary basis
- 34

- 1 9.
- 2 • Qualified volunteers from other locations within the Passenger  
3 Service Organization
- 4 • On a voluntary basis
- 5 10.
- 6 • Mandatory assignment as described in Paragraph U of this  
7 article.
- 8 F. Overtime required as a result of part-time vacancies/absences or overtime  
9 required when additional shifts are necessary which are five (5) work  
10 hours or less, will be offered first to part-time employees.
- 11 Part-time overtime shall be offered in the following order:
- 12 1.
- 13 • Part-time employees in the location, classification and duty  
14 assignment
- 15 • Signed up on the availability list
- 16 • Having the lowest equalization
- 17 2.
- 18 • Qualified part-time employees in the location and classification  
19 but outside the duty assignment
- 20 • Signed up on the availability list
- 21 • Having the lowest equalization
- 22 3.
- 23 • Qualified full-time employees in the location, classification and  
24 duty assignment
- 25 • Signed up on the availability list
- 26 • Having the lowest equalization
- 27 4.
- 28 • Qualified full-time employees in the location and classification  
29 but outside the duty assignment
- 30 • Signed up on the availability list
- 31 • Having the lowest equalization
- 32

- 1 5.
- 2 • Qualified full-time employees in the location and duty
- 3 assignment but outside the classification
- 4 • Signed up on the availability list
- 5 • Having the lowest equalization
- 6 6.
- 7 • Qualified employees in the location and group but outside the
- 8 classification and outside the duty assignment
- 9 • Signed up on the availability list
- 10 • Having the lowest equalization
- 11 7.
- 12 • Qualified employees in the location within the Passenger
- 13 Service Organization but outside the group
- 14 • Signed up on the availability list
- 15 • In seniority order
- 16 8.
- 17 • Qualified volunteers in the location
- 18 • On a voluntary basis
- 19 9.
- 20 • Qualified employees from other locations within the Passenger
- 21 Service Organization
- 22 • On a voluntary basis
- 23 10.
- 24 • Mandatory assignment as described in Paragraph U of this
- 25 article.
- 26 G. Employees are considered eligible for overtime except when:
- 27 1. not available to work the entire overtime period. A one-half (1/2)
- 28 hour overlap of the scheduled shift and overtime period shall be
- 29 permitted except when needs of service do not permit. The one-half
- 30 (1/2) hour overlap will be paid as part of the regular shift, and will
- 31 not be considered part of the overtime shift;
- 32

- 1 2. scheduled off for an entire shift for vacation, voluntary time off  
2 (VTO), training, authorized company business, authorized union  
3 business, jury duty or compensatory time. In these instances  
4 employees will be ineligible for the entire day except that they may  
5 volunteer to work prior to mandatory assignment of overtime;
- 6 3. on vacation, sick leave (paid or unpaid) for an entire shift, any type  
7 leave of absence (paid or unpaid), disciplinary suspension,  
8 bereavement leave, occupational injury leave (paid or unpaid),  
9 mandatory reservist training with orders. In these instances  
10 employees will be ineligible from the time the absence begins and  
11 remain ineligible until they return to work;
- 12 4. not qualified to perform the overtime work offered;
- 13 5. on a shift trade off for any hours that fall within their original  
14 scheduled shift. With management approval and based on needs of  
15 service, employees may be allowed a one-half (1/2) hour overlap of  
16 the overtime shift and the regularly scheduled shift that was traded  
17 off.
- 18 H. Opentime employees, on scheduled work days, are considered for  
19 overtime within the classification and duty assignment in which they are  
20 working. An opentime employee on a scheduled day off or an employee  
21 working as an "extra" will be considered available for overtime offered  
22 within the duty assignment the employee last worked on a regularly  
23 scheduled work shift except that shift trades are not considered.
- 24 I. Transferred employees, including change of station, in-station transfers,  
25 part-time to full-time, full-time to part-time and new employees, will use  
26 the average overtime hours in their new duty assignment for the purpose  
27 of equalization.  
28 Employees absent for more than fourteen (14) consecutive days will  
29 upon their return to work be assigned the average of the overtime  
30 equalization list or their previous overtime hours which ever is greater.
- 31 J. If two or more employees have the same equalization within the  
32 provisions as outlined in Paragraph "D", "E" or "F" of this article, the  
33 overtime will be offered to the senior employee.
- 34 K. When operational conditions change which would no longer necessitate  
35 the overtime that has been awarded to an employee, such overtime may  
36 be canceled, provided a minimum of four hours notice is given. If less  
37 than four hours notice is provided, the employee awarded the original  
38 overtime shift will be offered a minimum of four (4) hours work at the

- 1 applicable rate, except that shift extension overtime which follows an  
2 employee's completed shift may be canceled at any time.
- 3 L. Employees who accept overtime will have 60 minutes in which to  
4 relinquish the award. Following the 60-minute period, employees will be  
5 responsible to work the overtime shift and may not trade this obligation  
6 with another employee.
- 7 M. Overtime equalization lists will be maintained by duty assignment and  
8 employees' names shall be listed in Hire Date/Bid Date seniority order.  
9 Equalization lists will be made available to the union upon request.
- 10 1. Employees will be contacted at the phone number on the availability  
11 list except that employees on duty when the overtime is being called  
12 will be contacted at work. It will be the employee's responsibility to  
13 insure that these lists have the correct phone number indicating that  
14 the employee is to be contacted.
- 15 2. In the event of "no answers", a second call will be made prior to  
16 moving on to the next employee on the list. Where possible a  
17 message will be left, however, the Company will continue the  
18 overtime calling process. Should an employee return the overtime  
19 call, he will be permitted to accept any remaining available overtime.
- 20 N. An employee bypassed for overtime in violation of these overtime  
21 procedures will be eligible to work a like period of time on a scheduled  
22 shift at a time selected by the employee. Such employee will notify the  
23 Company of the shift to be worked as far in advance as practical but no  
24 later than the day prior to the shift they have selected to work. The shift  
25 will be at the same rate of pay and duty assignment as bypassed, contain  
26 the same number of hours as those bypassed and must be worked within  
27 fourteen (14) calendar days of the determination that the bypass occurred.  
28 Only the employee who should have been offered the overtime as  
29 provided for in this article will be entitled to this remedy.
- 30 O. Employees will not work overtime where it would result in more than  
31 sixteen (16) hours in any work day, excluding unpaid meal periods.  
32 Employees who have worked sixteen hours may only:
- 33 1. volunteer for additional overtime before others are manditoried  
34 except that no employee shall work more than 20 consecutive hours;  
35 or
- 36 2. be assigned additional overtime in the event of an emergency.
- 37



- 1 P. Work days are defined as regularly scheduled or "shift swap worked"  
2 days.
- 3 1. There will be a minimum daily eight (8) hour overtime qualifier  
4 which must be satisfied prior to being eligible for overtime rates.
- 5 2. The daily qualifier for determining overtime eligibility will include  
6 all regularly scheduled hours worked, plus any shift swap hours  
7 worked, up to a combined maximum of eight (8) hours.
- 8 3. After the daily overtime qualifier has been met, overtime will be  
9 paid at one and one-half (1 1/2) times the regular rate for all hours  
10 worked.
- 11 Q. Days off are defined as regularly scheduled or "shift swap off" days.
- 12 1. There will be a weekly forty (40) hour overtime qualifier which must  
13 be satisfied prior to being eligible for overtime rates on any day off.
- 14 2. The weekly qualifier for determining overtime eligibility will  
15 include all:
- 16 a. regularly scheduled hours worked;
- 17 b. additional hours offered by the Company worked at straight  
18 time rates;
- 19 c. shift swap hours worked not to exceed the total shift swap off  
20 hours;
- 21 d. Short term union leave time.
- 22 e. Paid bid vacation hours
- 23 3. After the weekly overtime qualifier has been met, overtime will be  
24 paid at one and one-half (1½) times the regular rate for all overtime  
25 hours worked.
- 26 4. Employees who shift trade to be off and who work overtime on the  
27 day off shall be paid a maximum rate of time and one-half (½)the  
28 regular rate for additional hours worked that day.
- 29 R. Employees who shift trade into duty assignments different from their  
30 scheduled duty assignments will be considered for overtime based upon  
31 their originally scheduled duty assignment.
- 32 S. All overtime shall be computed to the nearest tenth of an hour in six (6)  
33 minute increments.
- 34

1 T. Overtime shifts of greater than three hours may contain a thirty minute  
2 unpaid meal period. The Company will schedule a one half (1/2) hour  
3 unpaid meal period during any overtime shift scheduled for more than six  
4 (6) continuous hours. Employees working an overtime assignment of at  
5 least two (2) hours and up to five (5) hours will receive a fifteen (15)  
6 minute break. Employees working an overtime assignment of more than  
7 five (5) hours will receive two (2) fifteen (15) minute breaks.

8 U. Mandatory Assignment of Overtime

9 Mandatory overtime may occasionally become necessary as a result of  
10 irregular operations or unusual events. Mandatory overtime will only be  
11 used when the Company determines it is essential to meet the minimum  
12 needs of service and all voluntary options will be exhausted prior to  
13 utilizing mandatory overtime.

14 1. When mandatory overtime is required and is anticipated to be four  
15 hours or less, it will be assigned in inverse seniority order in the  
16 following order:

- 17 • Part-time employees within the duty assignment whose shifts  
18 begin or end within one hour of the required coverage period.
- 19 • Qualified part-time employees in the location and classification  
20 but outside the duty assignment, whose shifts begin or end  
21 within one hour of the required coverage period.
- 22 • Full-time employees within the group and duty assignment  
23 whose shifts begin or end within one hour of the required  
24 coverage period.
- 25 • Qualified full-time employees within the group but outside the  
26 duty assignment, whose shifts begin or end within one hour of  
27 the required coverage period.
- 28 • If no employees fall within these parameters, mandatory  
29 assignment will be in the order provided for in Paragraph U.2 of  
30 this article.

31 Overtime assigned under this provision will be worked contiguous  
32 with the employee's shift.

33

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2  
3
2. When mandatory overtime is required and is anticipated to be more than four (4) hours, it will be assigned in inverse seniority order in the following order:
- 4  
5  
6  
7  
8  
9
- Part-time employees within the duty assignment.
  - Qualified part-time employees in the location and group but outside the duty assignment.
  - Full-time employees within the group and duty assignment.
  - Qualified full-time employees in the location and group but outside the duty assignment.
- 10  
11  
12  
13
3. Employees will be given a minimum of one (1) hour advance notice of mandatory overtime. The notice will be given electronically or in writing and will contain the reason for the overtime and the approximate duration of the overtime.
- 14  
15  
16  
17  
18  
19  
20
4. An employee who has been assigned mandatory overtime will be afforded a period of not less than eight (8) hours rest from the completion of the mandatory overtime until the start of the employee's next scheduled shift. In the event that this rest period extends into the employee's next scheduled shift, the employee may elect to have the scheduled start time of his next shift adjusted to provide for an off-duty period of a minimum of eight (8) hours.
- 21  
22  
23
- a. In circumstances where the reduced rest period is solely a result of mandatory overtime requirement, the employee will be paid straight time rates for all hours lost due to such adjustment.
- 24  
25  
26  
27  
28  
29
- b. In circumstances where employee shift swaps or acceptance of voluntary overtime contribute to the reduced rest period, employees electing to adjust the start time of their next shift may either end their shift at their regularly scheduled end time and be paid for hours worked or adjust the end time of their next scheduled shift to provide for a full shift.
- 30  
31  
32
5. An employee who has worked sixteen (16) hours or a minimum of four (4) hours overtime during a work day will not be assigned mandatory overtime except when no other employees are available.
- 33  
34
6. Employees will be released from mandatory overtime in the following order:
- 35  
36  
37
- a. Full-time employees, in seniority order;
  - b. Part-time employees, in seniority order.

- 1           7. A rotation method for the assignment of mandatory overtime may be  
2           established locally when mandatory overtime coverage is known in  
3           advance for specified periods of time. The rotation method used will  
4           only be implemented when mutually agreed to by the Company and  
5           the Union.
- 6       V. Employees will be offered a minimum of four (4) hours work at the  
7       applicable rate if:
- 8           1. The overtime is not continuous with their regular shift and is  
9           separated by more than one hour.
- 10          2. The employee is called in to work on his day off.
- 11       W. Compensatory time off requested by the employee may be permitted  
12       subject to local policy and based on the needs of service. In locations  
13       where compensatory time off is permitted, compensatory time may be  
14       accrued up to a maximum of forty (40) hours. In those locations,  
15       compensatory time is accrued based on the equivalent straight time hours  
16       that would otherwise be applicable (e.g., four (4) hours worked at time  
17       and one-half would equal six (6) hours of compensatory time).
- 18       X. Qualified employees within the Passenger Service Organization may  
19       volunteer for overtime in other Passenger Service groups and locations  
20       providing local airport security requirements can be satisfied. Such  
21       qualified volunteers will be offered overtime immediately prior to  
22       assignment of mandatory overtime within the classification/duty  
23       assignment.
- 24       Y. An employee working overtime in a lower rated classification within  
25       their classification group will be paid the applicable rate for their own  
26       classification. An employee working overtime in a higher rated  
27       classification within their classification group will be paid the applicable  
28       rate for the higher rated classification. An employee working overtime in  
29       a different classification group will be paid the applicable rate for their  
30       own classification.
- 31       Z. Employees awarded overtime in a classification group will not be  
32       required to work such overtime in a different classification group.
- 33

1 **Article 7 – Overtime - Reservations**

2 A. The Company shall determine the number of overtime hours to be  
3 worked at any location. Overtime hours are defined as additional hours  
4 worked at the Company's request over and above an employee's  
5 scheduled hours.

6 B. Where the Company determines that overtime is required, such overtime  
7 will be posted in all locations. It will be offered in the following order:

- 8 1. employees within the group and duty assignment in seniority order;
- 9 2. qualified employees within the group and location where the duty  
10 assignment is located but outside the duty assignment, in seniority  
11 order;
- 12 3. qualified employees in the group but outside the location, in  
13 seniority order;
- 14 4. qualified employees outside the group but within the Passenger  
15 Service Organization, in seniority order;
- 16 5. mandatory assignment of overtime as described in paragraph L of  
17 this article.

18 C. Employees are considered eligible for overtime except when:

- 19 1. scheduled off for an entire shift for vacation, voluntary time off  
20 (VTO), authorized company business, authorized union business,  
21 jury duty or compensatory time. In these instances employees will  
22 be ineligible for the entire day except that they may volunteer to  
23 work prior to mandatory assignment of overtime.
- 24 2. on vacation, sick leave (paid or unpaid) for an entire shift, any type  
25 leave of absence (paid or unpaid), disciplinary suspension,  
26 bereavement leave, occupational injury leave (paid or unpaid),  
27 mandatory reservist training with orders. In these instances  
28 employees will be ineligible from the time the absence begins and  
29 remain ineligible until they return to work;
- 30 3. not qualified to perform the overtime work offered;
- 31 4. on a shift trade off for any hours that fall within their original  
32 scheduled shift. With management approval and based on needs of  
33 service, employees may be allowed a one-half (1/2) hour overlap of  
34 the overtime shift and the regularly scheduled shift that was traded  
35 off.

36

- 1 D. When operational conditions change which would no longer necessitate  
2 the overtime that has been offered to an employee, such overtime may be  
3 canceled, provided a minimum of four hours notice is given. If less than  
4 four hours notice is provided, employees will be permitted to work the  
5 original overtime hours up to a maximum of four (4) hours at the  
6 applicable rate.
- 7 E. An employee bypassed for overtime in violation of these overtime  
8 procedures will be eligible to work a like period of time on a scheduled  
9 shift at a time selected by the employee. Such employee will notify the  
10 Company of the shift to be worked as far in advance as practical but no  
11 later than the day prior to the shift they have selected to work. The shift  
12 will be at the same rate of pay and duty assignment as bypassed, contain  
13 the same number of hours as those bypassed and must be worked within  
14 fourteen (14) calendar days of the determination that the bypass occurred.  
15 Only the employee who should have been offered the overtime as  
16 provided for in this article will be entitled to this remedy.
- 17 F. Employees will not work overtime where it would result in more than  
18 sixteen (16) hours in any work day, excluding unpaid meal periods.  
19 Employees who have worked sixteen hours may only:
- 20 1. volunteer for additional overtime before others are manditoried  
21 except that no employee shall work more than 20 consecutive hours;  
22 or  
23 2. be assigned additional overtime in the event of an emergency.
- 24 G. Work days are defined as regularly scheduled or "shift swap worked"  
25 days.
- 26 1. There will be a minimum daily eight (8) hour overtime qualifier  
27 which must be satisfied prior to being eligible for overtime rates.
- 28 2. The daily qualifier for determining overtime eligibility will include  
29 all regularly scheduled hours worked, plus any shift swap hours  
30 worked, up to a combined maximum of eight (8) hours.
- 31 3. After the daily overtime qualifier has been met, overtime will be  
32 paid at one and one-half (1 1/2) times the regular rate for all hours  
33 worked.
- 34 H. Days off are defined as regularly scheduled or "shift swap off" days.
- 35 1. There will be a weekly forty (40) hour overtime qualifier which must  
36 be satisfied prior to being eligible for overtime rates on any day off.  
37

- 1           2. The weekly qualifier for determining overtime eligibility will  
2           include all:
  - 3           a. regularly scheduled hours worked;
  - 4           b. additional hours offered by the Company worked at straight  
5           time rates;
  - 6           c. shift swap hours worked not to exceed the total shift swap off  
7           hours;
  - 8           d. Short term union leave hours.
  - 9           e. Paid bid vacation hours
- 10          3. After the weekly overtime qualifier has been met, overtime will be  
11          paid at one and one-half (1½) times the regular rate for all overtime  
12          hours worked.
- 13          4. Employees who shift trade to be off and who work overtime on the  
14          day off shall be paid a maximum rate of time and one-half (1 ½) for  
15          additional hours worked that day.
- 16          I. Employees who shift trade into duty assignments different from their  
17          scheduled duty assignments will be considered for overtime based upon  
18          their originally scheduled duty assignment.
- 19          J. All overtime shall be computed to the nearest tenth of an hour in six (6)  
20          minute increments.
- 21          K. The Company will schedule unpaid meal periods and paid breaks on  
22          overtime shifts as follows:
  - 23          1. When an overtime shift is continuous with the employee's regular  
24          shift:
    - 25          a. Overtime shifts of at least two (2) hours but less than four (4)  
26          hours, will contain one (1) fifteen (15) minute break.
    - 27          b. Overtime shifts of at least four (4) hours but less than six and a  
28          half (6 ½) hours, will contain two (2) fifteen minute breaks.
    - 29          c. Overtime shifts of greater than three hours may contain a thirty  
30          minute unpaid meal period.
  - 31          2. When an overtime shift is not continuous with the employee's  
32          regular shift:
    - 33          a. Overtime shift of at least three (3) hours but no more than five  
34          (5) hours, will contain one (1) fifteen (15) minute break.

1           b. Overtime shifts of more than five (5) hours but less than six and  
2           a half (6 ½) hours, will contain two (2) fifteen (15) minute  
3           breaks.

4           3. Overtime shifts of six and one half (6 ½) hours or more, will contain  
5           one (1) unpaid meal period and two (2) fifteen minute breaks.

6 L. Mandatory Assignment of Overtime

7           Mandatory overtime may occasionally become necessary as a result of  
8           irregular operations or unusual events. Mandatory overtime will only be  
9           used when the Company determines it is essential to meet the minimum  
10          needs of service and all voluntary options will be exhausted prior to  
11          utilizing mandatory overtime.

12          1. When mandatory overtime is required and is anticipated to be four  
13          hours or less, it will be assigned in inverse seniority order in the  
14          following order:

- 15           • Part-time employees within the duty assignment whose shifts  
16           begin or end within one hour of the required coverage period.
- 17           • Qualified part-time employees in the group but outside the duty  
18           assignment, whose shifts begin or end within one hour of the  
19           required coverage period.
- 20           • Full-time employees within the duty assignment whose shifts  
21           begin or end within one hour of the required coverage period.
- 22           • Qualified full-time employees within the group but outside the  
23           duty assignment, whose shifts begin or end within one hour of  
24           the required coverage period.
- 25           • If no employees fall within these parameters, mandatory  
26           assignment will be in the order provided for in Paragraph L.2 of  
27           this article.

28          Overtime assigned under this provision will be worked contiguous  
29          with the employee's shift.

30          2. When mandatory overtime is required and is anticipated to be more  
31          than four (4) hours, it will be assigned in inverse seniority order in  
32          the following order:

- 33           • Part-time employees within the duty assignment.
- 34           • Qualified part-time employees in the classification but outside  
35           the duty assignment.
- 36           • Full-time employees within the duty assignment.
- 37           • Qualified full-time employees in the classification but outside  
38           the duty assignment.



- 1 3. Employees will be given a minimum of one (1) hour advance notice  
2 of mandatory overtime. The notice will be given electronically or in  
3 writing and will contain the reason for the overtime and the  
4 approximate duration of the overtime.
- 5 4. An employee who has been assigned mandatory overtime will be  
6 afforded a period of not less than eight (8) hours rest from the  
7 completion of the mandatory overtime until the start of the  
8 employee's next scheduled shift. In the event that this rest period  
9 extends into the employee's next scheduled shift, the employee may  
10 elect to have the scheduled start time of his next shift adjusted to  
11 provide for an off-duty period of a minimum of eight (8) hours.
  - 12 a. In circumstances where the reduced rest period is solely a result  
13 of mandatory overtime requirement, the employee will be paid  
14 straight time rates for all hours lost due to such adjustment.
  - 15 b. In circumstances where employee shift swaps or acceptance of  
16 voluntary overtime contribute to the reduced rest period,  
17 employees electing to adjust the start time of their next shift  
18 may either end their shift at their regularly scheduled end time  
19 and be paid for hours worked or adjust the end time of their next  
20 scheduled shift to provide for a full shift.
- 21 5. An employee who has worked sixteen (16) hours or a minimum of  
22 four (4) hours overtime during a work day will not be assigned  
23 mandatory overtime except when no other employees are available.
- 24 6. Employees will be released from mandatory overtime in the  
25 following order:
  - 26 a. Full-time employees, in seniority order;
  - 27 b. Part-time employees, in seniority order.
- 28 7. A rotation method for the assignment of mandatory overtime may be  
29 established locally when mandatory overtime coverage is known in  
30 advance for specified periods of time. The rotation method used will  
31 only be implemented when mutually agreed to by the Company and  
32 the Union.
- 33 M. Compensatory time off requested by the employee may be permitted  
34 subject to local policy and based on the needs of service. In locations  
35 where compensatory time off is permitted, compensatory time may be  
36 accrued up to a maximum of forty (40) hours. In those locations,  
37 compensatory time is accrued based on the equivalent straight time hours  
38 that would otherwise be applicable (e.g., four (4) hours worked at time  
39 and one-half would equal six (6) hours of compensatory time).

- 1 N. Qualified employees within the Passenger Service Organization may  
2 volunteer for overtime in other Passenger Service groups and locations  
3 providing local airport security requirements can be satisfied. Such  
4 qualified volunteers will be offered overtime immediately prior to  
5 assignment of mandatory overtime within the classification/duty  
6 assignment.
- 7 O. An employee working overtime in a different classification group will be  
8 paid the applicable rate for their own classification.
- 9 P. Employees awarded overtime in a duty assignment will not be required  
10 to work such overtime in a different duty assignment.
- 11

1 **Article 8 – Seniority**

- 2 A. Date of Hire Seniority is defined as continuous US Airways, Inc. service  
3 in any department.
- 4 1. Date of Hire Seniority is applied to:
- 5 a. Vacation accrual
- 6 b. boarding for on-line non-revenue space available travel
- 7 c. service awards
- 8 2. Passenger Service Seniority is defined as continuous service in a  
9 CWA covered position within the Passenger Service Organization.  
10 Concurrent with the effective date of this agreement, employees  
11 occupying a CWA covered position shall be awarded a Passenger  
12 Service Seniority date equal to their Date of Hire Seniority or equal  
13 to their Bidding Date Seniority where applicable. Passenger Service  
14 Seniority shall be applied to:
- 15 a. bidding of shifts/days off
- 16 b. bidding of vacation periods
- 17 c. filling of vacancies
- 18 d. reductions in force/displacements/recalls
- 19 e. overtime assignment where seniority is used
- 20 3. Adjustments to Passenger Service seniority based on past seniority  
21 policies will remain in place including adjustments to Date of Hire  
22 and Bid Date seniority made prior to the date of this agreement.
- 23 4. Employees who transfer into the Passenger Service Organization  
24 after the effective date of this agreement will be assigned a  
25 Passenger Service Seniority Date and Pay Seniority Date, which will  
26 be the first day worked in the Passenger Service Organization.
- 27 B. Pay Date Seniority is defined as continuous service within the Passenger  
28 Service Organization. Pay Date Seniority is adjusted for:
- 29 1. all time lost due to an unpaid leave of absence extending beyond  
30 thirty (30) days except that Military leave will not result in an  
31 adjustment to Pay Date Seniority;
- 32 2. all furloughs extending beyond ninety (90) days;
- 33 3. all unpaid suspensions extending beyond thirty (30) days.

- 1           4. Employees accepting transfer or recall to an Early Out (EO) vacancy  
2           will be returned to the first step of the classification pay scale except  
3           that employees who were displaced from full-time to part-time in  
4           their location and were active part-time employees as of September  
5           12, 2005, will be offered recall to full-time EO vacancies within  
6           their location at their rate of pay at the time of recall. The next full-  
7           time non-EO vacancy within that location will become an EO  
8           vacancy so that the Company maintains an equivalent number of EO  
9           positions.
- 10          C. Employees who transfer within the Passenger Service Organization will  
11          be placed on the same longevity step of the new pay scale. Adjustments  
12          to Pay Date Seniority based on past seniority policies will remain in  
13          place.
- 14          D. When two or more employees have the same seniority date, the following  
15          method will be used to determine the seniority order:
- 16              1. Identical Passenger Service Seniority Date - the senior employee  
17              will be the employee with the earliest Date of Hire Seniority.
- 18              2. Identical Date of Hire Seniority - the senior employee will be the  
19              employee who has the highest four digit number using the last four  
20              digits in his social security number.
- 21          E. An employee covered by this agreement will lose his seniority status and  
22          his name shall be removed from the seniority list when:
- 23              1. He quits, resigns, or retires.
- 24              2. He is discharged for just cause.
- 25              3. He does not return from furlough within fifteen (15) days of receipt  
26              of notice, or within fifteen (15) days of the mailing of such notice if  
27              the notice is undeliverable due to the employee's failure to keep the  
28              Company apprised of his current mailing address and telephone  
29              number.
- 30              4. His recall rights expire.
- 31              5. He does not return from a Leave of Absence within the scheduled  
32              period.
- 33              6. As otherwise provided in this agreement.
- 34          F. Employees in the Customer Service Department on November 20, 1998,  
35          occupying entry level Management Salary Plan (MSP) positions as  
36          described by the CWA Fence agreement, Attachment B, signed on  
37          October 23, 1998, shall retain Passenger Service and Pay seniority

1 accrued in Passenger Service bargaining unit classification groups up to  
2 November 20, 1998. Employees who transfer (or have transferred since  
3 November 20, 1998) from the bargaining unit to these entry level  
4 management positions shall retain all Passenger Service seniority,  
5 including Pay seniority, accrued up to their date of transfer from the  
6 Passenger Service bargaining unit. Employees covered by this paragraph  
7 will be eligible to utilize retained seniority to displace into the bargaining  
8 unit, into the group and/or classification they most recently held, in the  
9 event of a reduction-in-force, or failure to pass probation in the new  
10 position provided their retained seniority places them senior to the junior  
11 full-time employee in the location. If not senior to the junior full-time  
12 employee in the location, these employees will be eligible to displace  
13 into the bargaining unit on a system displacement. Additionally, with  
14 Director approval, these employees will be eligible to use retained  
15 seniority to bid for system vacancies in the event of a voluntary or  
16 involuntary demotion.

17 Employees occupying or accepting MSP positions other than those  
18 described in this paragraph who return to the Passenger Service  
19 bargaining unit will be awarded a Passenger Service Seniority date which  
20 will be the first day worked in the Passenger Service Organization upon  
21 their return.

22 G. Employees who transfer to positions outside the bargaining unit, other  
23 than those described in paragraph F above, shall retain, but not accrue, all  
24 previous Passenger Service and Pay seniority for a period of six (6)  
25 months following such transfer. In the event of a reduction-in-force,  
26 demotion, or failure to pass probation in the new position within this six  
27 (6) month period, these employees will be eligible to utilize all retained  
28 Passenger Service seniority to return to their former position and location  
29 provided a vacancy exists. Under this paragraph a vacancy is deemed to  
30 exist when the actual compliment of employees is below the authorized  
31 number and no award has been made to fill the vacancy. When no  
32 vacancy in their former location exists, employees will be eligible to bid  
33 for system vacancies during the six (6) month period. This paragraph will  
34 not apply to employees who have recall to a passenger service position as  
35 described in the Recall Article of this agreement.

36 Following this six (6) month period, employees who return to the  
37 bargaining unit will be awarded a Passenger Service Seniority Date and a  
38 Pay Seniority date which will be the first day worked in the Passenger  
39 Service Organization upon their return.

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- 1 H. A seniority roster will be posted twice a year by no later than the last day  
2 of January and July each year. Seniority lists will indicate the  
3 employee's name, payroll identification number, Passenger Service  
4 Seniority Date, Date of Hire, last four digits of the employee's Social  
5 Security Account Number and include their domicile city.
- 6 I. Employees who wish to protest any omission or incorrect posting of their  
7 seniority must do so by filing a written grievance within thirty (30) days  
8 of the date of the most recent seniority roster posting. Seniority protests  
9 will be strictly confined to errors, changes or omissions which occurred  
10 on the most recent seniority posting only. Any employee on leave at the  
11 time of posting of the list shall have a period of fifteen (15) days from the  
12 date of his return to service to file a protest.
- 13

1 **Article 9 – Filling of Vacancies**

2 Management will determine whether or not a vacancy is to be filled.

3 A. Full-Time Vacancies other than CSS’s and Club Representatives

4 1. Permanent full-time vacancies which the Company decides to fill  
5 will be awarded in the following order:

6 a. The senior qualified full-time employee in the group and  
7 classification at the location where the vacancy exists who has  
8 an in-station transfer bid on file to the available duty assignment  
9 as outlined in Paragraph F of this Article;

10 b. The senior employee who possesses recall to a full-time position  
11 in the group and classification at the location;

12 c. The senior qualified full-time or part-time employee with a  
13 system transfer bid on file to the group, classification and  
14 location as outlined in Paragraph G of this Article.

15 B. Part-Time Vacancies other than CSS’s and Club Representatives

16 1. Permanent part-time vacancies which the Company decides to fill  
17 will be awarded in the following order:

18 a. The senior qualified part-time employee in the group and  
19 classification at the location where the vacancy exists who has  
20 an in-station transfer bid on file to the available duty assignment  
21 as outlined in Paragraph F of this Article;

22 b. The senior employee who possesses recall to a part-time  
23 position in the group and classification at the location;

24 c. The senior qualified full-time employee in the group and  
25 classification at the location where the vacancy exists who has  
26 an in-station transfer bid on file to the available duty assignment  
27 as outlined in Paragraph F of this Article;

28 d. The senior qualified full-time or part-time employee within the  
29 group and classification with a system transfer bid on file for the  
30 part-time position at the location as outlined in Paragraph G of  
31 this article.

32 C. Filling of US Airways Club Representative Vacancies

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1. Permanent full-time vacancies that the Company decides to fill will be awarded in the following order:
    - a. The senior full-time Club Representative at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment;
    - b. The senior employee who possesses recall to a full-time Club Representative position in the location;
    - c. The senior Club Representative with a system transfer bid on file to the location.
    - d. The senior applicant with a passing score in the Company's selection process as described in paragraph C.3. below.
  2. Permanent part-time vacancies that the Company decides to fill will be awarded in the following order:
    - a. The senior part-time Club Representative at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment;
    - b. The senior employee who possesses recall to a part-time Club Representative position in the location;
    - c. The senior Club Representative with a system transfer bid on file to the location as described in paragraph G;
    - d. The senior applicant with a passing score in the Company's selection process as describe in paragraph C.3. below.
  3. Candidates for US Airways Club Representative (Club Representative) positions will be evaluated through a standard qualification process which will be available to all Passenger Service Group employees. The qualification process as established by the Company will be applied consistently for all candidates and will include minimum qualifications, panel interview results and may include skills testing. The Company reserves the right to amend the minimum qualifications, panel interview content, scoring and skills testing, however, the Union will be provided with an advance copy of any Company proposed changes to the Club Representative qualification process, and will have the opportunity to consult with the Company and make recommendations regarding the proposed changes prior to implementation.



- 1 a. Non-Club Employees desiring transfer to any Club  
2 Representative position will be required to submit an application  
3 on the proper company form. Employees must have satisfactory  
4 attendance and performance in their present position as  
5 described in the minimum qualifications.
- 6 b. Employees should make every effort to schedule the  
7 qualification process interview outside of their regular working  
8 hours. When not possible, employees may be excused during a  
9 work shift. However, the employee must take unpaid time or  
10 use unbid Vacation or Compensatory time for compensation for  
11 all scheduled hours not worked. Employees must advise their  
12 manager as far in advance as possible for any time off required  
13 for an interview. Employees traveling to and from company  
14 interviews will be provided space positive travel but will not be  
15 paid for travel time.
- 16 c. Employees accepting Club Representative positions are required  
17 to remain in the position and the location for a period of one (1)  
18 year. However, these employees are eligible for in-station Club  
19 Representative transfers.
- 20 d. Each successful Club Representative bidder will be required to  
21 successfully complete all Company required training. All  
22 successful Club Representative bidders from outside the Club  
23 Representative Group shall hold the position on a probationary  
24 basis for a period of one hundred twenty (120) active workdays  
25 in order to receive adequate instruction and coaching and to  
26 demonstrate their ability to perform the required work.  
27 Employees who fail to demonstrate sufficient ability during the  
28 Club Representative probationary period will be returned to  
29 their previous location and duty assignment.
- 30 e. Applicants refusing offers of Club Representative positions will  
31 be ineligible for consideration for any other Club Representative  
32 positions for a period of six (6) months.
- 33 f. Applicants who meet the minimum qualifications will be  
34 interviewed by a panel interview committee that will be  
35 comprised of three (3) members, a Passenger Service employee  
36 selected by the Union and two members selected by the  
37 Company. Each panel member will be required to successfully  
38 complete all Company required training in order to be a member  
39 of the panel interview committee. Each member of the  
40 committee will score the applicant's interview results on a  
41 numerical scale provided by the company. Each committee

1 member's score will be totaled to establish the applicant's total  
2 score. The Company will establish a minimum passing score  
3 which will be applied to each applicant.

4 D. Filling of Customer Service (CSS) Vacancies

- 5 1. Candidates for Customer Service Supervisor (CSS) positions will be  
6 evaluated through a standard qualification process which will be  
7 available to all Passenger Service Group employees. The  
8 qualification process may include consideration of established  
9 minimum and preferred qualifications, performance appraisals,  
10 interview results, and skills testing, and will be applied consistently  
11 for all candidates. The Company reserves the right to amend the  
12 CSS qualification process, however, the Union will be provided with  
13 an advance copy of any Company proposed changes to the CSS  
14 qualification process, and will have the opportunity to consult with  
15 the Company and make recommendations regarding the proposed  
16 changes prior to implementation. The Company will establish a  
17 threshold score to be CSS qualified. Current Customer Service  
18 Supervisors will automatically qualify.
- 19 2. Employees desiring transfer or promotion to any CSS position will  
20 be required to submit an application on the proper company form.  
21 Employees must have satisfactory attendance and performance in  
22 their present position in order to be considered for CSS vacancies.
- 23 3. Employees should make every effort to schedule the qualification  
24 process interview outside of their regular working hours. When not  
25 possible, employees may be excused during a work shift. However,  
26 the employee must take unpaid time or use unbid Vacation or  
27 compensatory for compensation for all scheduled hours not worked.  
28 Employees must advise their manager as far in advance as possible  
29 for any time off required for an interview. Employees traveling to  
30 and from company interviews will be provided space positive travel  
31 but will not be paid for travel time.
- 32 4. Where the Company decides to fill a CSS vacancy, the position will  
33 be awarded in the following order:
  - 34 a. The senior CSS at the location where the vacancy exists who  
35 has an in-station transfer bid on file to the available duty  
36 assignment;
  - 37 b. The senior employee who possesses recall to a CSS position in  
38 the classification and location;

- 1 c. The senior qualified candidate. Where there are no qualified  
2 applicants on file, the Company may post a Passenger Service  
3 Career Opportunity Bulletin (COB) for qualified non-CSS  
4 applicants and current CSS's per established company policy;
- 5 d. When there are still no qualified applicants, the Company may  
6 issue an individual COB per established company policy.
- 7 5. All successful CSS bidders shall hold the position on a probationary  
8 basis for a period of one hundred twenty (120) active workdays in  
9 order to receive adequate instruction and coaching and to  
10 demonstrate their ability to perform the required work. Employees  
11 who fail to demonstrate sufficient ability during their CSS  
12 probationary period will be returned to their previous location and  
13 duty assignment.
- 14 6. CSS's who have completed their CSS probationary period and are  
15 demoted for just cause will be returned to an available system  
16 vacancy in their previous classification or the Company may offer  
17 the employee a position at their location in their previous  
18 classification and status (part-time or full-time) providing their  
19 seniority places them senior to the most junior employee in that  
20 location.
- 21 7. Employees accepting CSS positions are required to remain in the  
22 position and location for a period of one (1) year. However, these  
23 employees are eligible for in-station CSS transfers.
- 24 8. Applicants refusing offers of CSS positions will be ineligible for  
25 consideration for any other CSS position for a period of six (6)  
26 months.
- 27 E. Temporary Vacancies
- 28 1. Temporary full-time vacancies which the Company decides to fill  
29 will be awarded in the following order:
- 30 a. The senior qualified employee working part-time or split-shift in  
31 the location who possesses full-time recall to the available group  
32 and classification;
- 33 b. The senior part-time employee in the location within the duty  
34 assignment where the vacancy exists;
- 35 c. The senior qualified part-time employee within the group,  
36 classification and location but outside the duty assignment  
37 where the vacancy exists;

- 1 d. The senior qualified part-time Passenger Service employee in  
2 the location but outside of the group;
- 3 e. Assignment of the junior qualified part-time employee in the  
4 group, classification and location.
- 5 2. Temporary part-time vacancies which the Company decides to fill  
6 will be offered in seniority order to qualified employees who are on  
7 furlough and have recall to the group, classification and location in  
8 which the temporary vacancy exists and has an in-station bid on file.  
9 Failure to accept a temporary vacancy will not constitute a refusal of  
10 recall.
- 11 3. Temporary Customer Service Supervisors vacancies which the  
12 Company decides to fill will be offered as follows:
- 13 a. The senior employee in the location who possesses recall to a  
14 CSS position in the group and location;
- 15 b. The senior qualified full-time employee within the duty  
16 assignment where the vacancy exists;
- 17 c. The senior qualified full-time employee in the group,  
18 classification and location but outside the duty assignment  
19 where the vacancy exists;
- 20 d. The senior qualified part-time employee within the duty  
21 assignment where the vacancy exists;
- 22 e. The senior qualified part-time employee in the group,  
23 classification and location but outside the duty assignment  
24 where the vacancy exists.
- 25 4. Employees filling temporary full-time positions will:
- 26 a. be paid at the hourly rate corresponding to their pay longevity  
27 step;
- 28 b. be awarded the average overtime equalization of the duty  
29 assignment;
- 30 c. be compensated for vacation and/or sick leave used based on the  
31 number of hours scheduled to work;
- 32 d. have no change to pre-existing health and insurance benefits;
- 33

- 1 e. assume the open schedule line of work. Should a schedule rebid  
2 occur, the employee filling the temporary vacancy will bid after  
3 all permanent employees in the duty assignment. If there are  
4 two or more employees working temporary positions, they will  
5 bid in seniority order after all permanent employees in the duty  
6 assignment.
- 7 5. In the event it is necessary to eliminate a temporary position, the  
8 junior employee within the duty assignment occupying a temporary  
9 full-time position will be returned to his former status.
- 10 6. Temporary full-time positions may be covered with temporary  
11 upgrades for a duration not to exceed one-hundred-eighty (180)  
12 continuous days. By agreement of the Company and the Union,  
13 temporary full-time positions covered with temporary upgrades may  
14 be extended for a period not to exceed an additional one-hundred  
15 eighty (180) days.
- 16 7. An individual employee may occupy a temporary full-time position  
17 for a period not to exceed one-hundred eighty (180) continuous days  
18 or a total of one hundred eighty (180) days in a calendar year.
- 19 8. Temporary deployments for which the Company determines  
20 specialized skills are required and which are expected to be thirty  
21 (30) or more consecutive days in duration will be filled through a  
22 local Passenger Service COB. Where applicants are equally  
23 qualified, seniority will be the determining factor. These positions  
24 will be filled for a duration not to exceed twelve (12) consecutive  
25 months, but may be extended for a period not to exceed an additional  
26 six (6) months with mutual agreement of the Company and the  
27 Union. Employees temporarily deployed as of the effective date of  
28 this agreement will begin the twelve (12) consecutive months  
29 deployment period starting on the effective date of this agreement.
- 30 For deployments of more than one (1) day but less than thirty (30)  
31 consecutive days, where no special skills are required, the company  
32 will offer temporary deployments on an equalized basis to qualified  
33 employees at that location who sign up on an availability list.
- 34 Employees on temporary deployments will not have authority to  
35 administer discipline.
- 36 F. In-Station Transfer Bid File
- 37 1. Each covered location shall maintain a file for in-station transfer  
38 requests. Employees within the group, classification and location  
39 desiring transfer to a different duty assignment are required to

- 1 submit transfer requests on the appropriate company form. In-  
2 station transfer requests will remain valid through December 31 of  
3 the year in which they are submitted. Transfer requests will be  
4 accepted on or after December 20<sup>th</sup> to be valid the next calendar  
5 year.
- 6 2. Employees may submit as many in-station bids as they wish unless  
7 otherwise limited in this agreement. Employees may also withdraw  
8 in-station transfer bids by written request to the appropriate company  
9 official anytime prior to being awarded a transfer.
- 10 3. An employee with a bid on file will be awarded and required to  
11 accept the position.
- 12 4. Employees awarded an in-station transfer must successfully  
13 complete all required formal training. Employees who fail to meet  
14 the minimum requirements of the training program or decide to  
15 withdraw during the training period will be assigned a position  
16 within their group, classification and location.
- 17 5. An employee awarded an in-station transfer is required to remain in  
18 the new position and/or duty assignment for a period of six (6)  
19 months, but is eligible for system transfers. All other in-station  
20 transfer requests will be discarded.
- 21 G. System Transfer Bid File
- 22 1. The appropriate department Administration shall maintain a file for  
23 system transfer requests. Employees desiring transfer to Passenger  
24 Service positions in different locations are required to submit  
25 transfer requests on the appropriate company form. System transfer  
26 requests will remain valid for a period of one (1) year from the date  
27 the request is received.
- 28 2. Employees may submit as many system transfer bids as they wish  
29 unless otherwise limited in this agreement. Employees may also  
30 withdraw system transfer bids by written request to the appropriate  
31 company official anytime prior to being offered a transfer.
- 32 3. System transfer offers to other locations shall be communicated to  
33 the employee's manager (or designee). Employees will have until  
34 5:00 p.m. Eastern Time the following business day to respond to the  
35 system transfer offer. Employees may file a proxy on the designated  
36 company form with their Director/Manager (or designee). The  
37 proxy will give the Manager (or designee) the authority to accept or  
38 refuse the transfer offer on the employee's behalf in the event the  
39 transfer offer is made and the employee cannot be contacted within

- 1 the time frame described above. In the event the employee cannot  
2 be contacted and does not have a proxy on file, the employee will be  
3 bypassed and will be considered to have refused the transfer offer.
- 4 4. Employees refusing a system transfer or COB offer will have all  
5 other transfer requests on file discarded and will not be considered  
6 for any system transfer request for a period of six (6) months. The  
7 six (6) month restriction will be lifted prior to considering applicants  
8 from outside the Passenger Service Classification Groups.
- 9 5. Employees awarded system transfers to other locations will be  
10 scheduled to report for work at the new location immediately, but no  
11 later than fourteen (14) calendar days after notification of the award  
12 as determined by the Company. Reasonable time off up to three (3)  
13 days for relocation purposes may be requested by the employee and  
14 will be granted where appropriate as unpaid. Such employees will  
15 pay all moving and settlement expenses.
- 16 6. Employees awarded system transfers or COB's are required to  
17 remain in the new classification and location for a period of one (1)  
18 year. All other transfer requests on file will be discarded. The  
19 Company will consider transfer requests on a case-by-case basis  
20 from employees who have not completed the minimum stay of one  
21 year, who meet the following criteria:
- 22 • Completion of at least six (6) months of the system transfer  
23 requirement
  - 24 • Satisfactory performance
  - 25 • The transfer does not adversely affect staffing requirements in  
26 the vacating position and/or deplete company resources
  - 27 • The hiring location is recruiting/hiring outside Passenger  
28 Service Organization.
- 29 Based on these criteria, the Company reserves the right to approve  
30 transfers for employees who have not completed the one-year  
31 minimum stay requirement.
- 32 7. System transfers will be awarded as follows:
- 33 a. The senior qualified full-time or part-time employee within the  
34 group who has a transfer request on file to the position/location;
- 35 The term "within the group" refers to employees who are  
36 actively working in the respective group (reservation, customer  
37 service, clubs, CARs, CTOs, dividend miles, or baggage call  
38 center) or those employees who are on furlough from the group  
39 from which they were most recently employed and have not

- 1 accepted a transfer to a different group. If a furloughed or  
2 displaced employee accepts a transfer award to a different group  
3 in Passenger Service or accepts a position outside Passenger  
4 Service, he will no longer be considered as being “within the  
5 group” from which he was furloughed/displaced, and will only  
6 be considered for a system vacancy according to b) or c) below  
7 (Article 9.G.7.b or 9.G.7.c).
- 8 b. The senior qualified full-time or part-time employee outside of  
9 the group but within Passenger Service Organization with a  
10 transfer request on file to the position/location; (This paragraph  
11 does not apply to positions filled through a COB process).
- 12 c. Applicants from outside Passenger Service Organization.
- 13 8. Employees may transfer to Early Out vacancies as follows:  
14 Employees must indicate on the transfer form which vacancies they  
15 wish to be considered for, Non-Early Out vacancies and/or Early Out  
16 Vacancies.
- 17 a. At the time a transfer offer is made, Employees who have a  
18 request on file for both an EO vacancy and a Non-EO vacancy  
19 will be advised whether the transfer is to an EO or non-EO  
20 vacancy.
- 21 b. An employee refusing an EO transfer offer will have all other  
22 requests on file discarded, and will not be considered for any  
23 EO system transfer request for a period of six (6) months. Such  
24 employee will be considered eligible for system transfer to non-  
25 Early Out vacancies and may resubmit a system transfer request  
26 and will maintain all recall to non-Early Out Vacancies.
- 27 c. Employees awarded a system transfer to an EO vacancy are  
28 required to remain in the new classification and location for a  
29 period of one (1) year before submitting another EO transfer  
30 request. Such employee will be returned to the first step of the  
31 classification pay scale on the effective date of transfer. All  
32 other requests on file will be discarded. Such employee will be  
33 considered eligible for system transfer to non-Early Out  
34 vacancies and may resubmit a system transfer request and will  
35 maintain recall to non-EO Vacancies.
- 36



- 1 9. Employees awarded a system transfer must successfully complete all  
2 required formal training.
- 3 a. Employees awarded a transfer within the same group who fail to  
4 meet the minimum requirements of the training program or  
5 decide to withdraw during the training period, will be returned  
6 to their former group, classification and location.
- 7 b. Employees awarded a transfer between classification groups but  
8 within the Passenger Service Organization who fail to meet the  
9 minimum requirements of the training program or decide to  
10 withdraw during the training period will be permitted to return  
11 to their former group, classification and location provided a  
12 vacancy exists. When no vacancy exists in their former  
13 location, such employees will be permitted to submit system  
14 transfers for any position for which they are qualified. In the  
15 event the employee is unable to successfully transfer under these  
16 provisions, he will be placed on furlough status from his former  
17 position and will not be entitled to furlough allowance.
- 18 H. Employees who are on the final level of the attendance control or  
19 progressive discipline programs, will be ineligible for system transfers.
- 20 I. Employees transferring through the in-station or system transfer bid  
21 procedures will assume the available shifts/days off in the new location,  
22 position and/or duty assignment until the next schedule bid.
- 23 J. Employees on a leave of absence will be offered a transfer if they are  
24 able to return to work within fourteen (14) calendar days of the transfer  
25 offer. Employees on a leave of absence due to an injury or illness (on or  
26 off the job) must provide documentation from their doctor that they are  
27 physically able to perform the functions of the job to which they are  
28 being offered a transfer, and the return to active service must be within  
29 fourteen (14) calendar days of the transfer offer.
- 30 K. Probationary employees are ineligible for in-station or system transfer,  
31 except that a probationary employee will receive consideration before a  
32 new employee.
- 33 L. Employees who do not successfully complete training will be prohibited  
34 from transferring to any vacancy requiring the same training curriculum  
35 for a period of one (1) year following the employee's return date.
- 36

1 **Article 10 – Temporary Employees**

2 In order to meet operational requirements, the Company may periodically hire  
3 temporary employees to perform a single task or meet a seasonal/peak  
4 requirement. The employment of a temporary employee shall not, except by  
5 mutual agreement of management and the union, exceed 180 days at one  
6 continuous time, or a total of 180 days in a calendar year. Temporary  
7 employees who complete 180 consecutive days must have a separation of at  
8 least 30 days before they can fill another temporary position. In the event  
9 temporary employment exceeds 180 days, it does not constitute an offer of  
10 regular full-time employment.

11 Temporary employees are:

- 12 • paid the beginning hourly/salary rate for the position which they  
13 were hired to fill;
- 14 • entitled to overtime;
- 15 • not entitled to any seniority accrual or benefits.

16

1 **Article 11 – Seasonal Employee Transfer**

2 Seasonal employees may be utilized in locations where there are seasonal  
3 adjustments to the flight schedule or seasonal increases in passenger loads  
4 which require additional personnel for a predetermined period of time. The  
5 availability of seasonal transfers does not preclude the hiring of temporary  
6 employees to fill short-term personnel needs. Seasonal transfers will be  
7 awarded for a minimum of ninety (90) days and a maximum of one hundred  
8 and eighty (180) days.

9 Vacancies available for seasonal transfers will be posted through Customer  
10 Service DRS as early as possible. Seasonal transfer requests will be accepted  
11 only after a seasonal vacancy has been posted in the DRS and transfer  
12 requests will be valid for the specific posting only. Employees must meet the  
13 minimum requirements listed in the DRS in order to be considered for a  
14 transfer.

15 Seasonal transfers from active employees will be considered only if the  
16 employee’s current location can operate without the covered employee based  
17 on needs of service as determined by management.

18 A. Full-time Seasonal Vacancies

19 Full-time seasonal vacancies will be offered to eligible bidders, in  
20 seniority order as follows:

- 21 1. Employees with full-time recall to the location and classification  
22 where the seasonal vacancy exists.
- 23 2. Qualified active or furloughed full-time employees within the  
24 classification.
- 25 3. Qualified active or furloughed part-time employees within the  
26 classification.

27 B. Part-time Seasonal Vacancies

28 Part-time seasonal vacancies will be offered in seniority order as follows:

- 29 1. Employees with part-time recall to the location and classification  
30 where the seasonal vacancy exists.
- 31 2. Employees within the classification who are working in or  
32 furloughed from other locations.

33 C. Seasonal Transfer Awards

34 Employees awarded a seasonal position:

- 35 1. Must report to the seasonal location within two (2) weeks of  
36 notification.

- 1           2. Will be responsible to pay for any relocation and/or lodging  
2           expenses resulting from the transfer. Time needed for travel may be  
3           granted as voluntary time off (unpaid), vacation, etc., if schedules  
4           permit.
- 5           3. Will be covered by part-time work rules and benefits if accepting a  
6           part-time position.
- 7           4. Will bid work schedules at the seasonal location after all permanent  
8           employees in the duty assignment have bid their schedules.
- 9           5. Must remain in the seasonal position for the duration of the seasonal  
10          requirement, unless they are awarded a permanent transfer and their  
11          new location cannot operate without covering their shift with  
12          overtime.
- 13          6. Must return to the previous location/position or status at the  
14          expiration of the seasonal assignment. Employees transferring from  
15          furlough will be returned to furlough status and any unused  
16          severance and benefits remaining from their original furlough will  
17          resume. Seniority accrual and recall rights will revert to the original  
18          date of furlough.
- 19          7. Must bid vacation at the permanent location (however, if practical,  
20          employees may be granted vacation at the seasonal location).
- 21          8. Will receive a performance evaluation at the end of the seasonal  
22          assignment.
- 23          9. Do not receive priority for a permanent position at the seasonal  
24          location.
- 25

1 **Article 12 – Reductions in Force**

- 2 A. Reductions In Force will be based on the Passenger Service Seniority.  
3 Individuals to be furloughed or displaced from the location will be given  
4 at least fourteen (14) calendar days notice or ten (10) days pay in lieu  
5 thereof. However, such notice requirements may be waived in cases of  
6 an act of God, war emergency, revocation of the Company's Operating  
7 Certificate, a grounding of company aircraft, or any strike or picketing.
- 8 B. Location Workforce Realignment:
- 9 1. Customer Service Supervisors
- 10 a. When a location reduction requires a realignment of the existing  
11 Customer Service Supervisor (CSS) workforce between duty  
12 assignments, affected employees will be permitted to bid, in  
13 seniority order, available CSS duty assignments within the  
14 location.
- 15 b. If there are no open CSS positions, affected employees will be  
16 permitted to displace the most junior CSS's in the classification  
17 and location.
- 18 c. CSS's who do not have sufficient seniority to hold a CSS  
19 position in the location will be downgraded to Customer Service  
20 Agent and will be covered by Paragraph B.3 (Full-Time  
21 Employees) below and will have recall to a CSS position in the  
22 location.
- 23 2. Lead City Ticket Office (CTO) Agents
- 24 a. When a location reduction requires a realignment of the existing  
25 Lead CTO Agent workforce between duty assignments, affected  
26 employees will be permitted to bid, in seniority order, available  
27 Lead CTO Agent duty assignments within the location.
- 28 b. If there are no open Lead CTO Agent positions, affected em-  
29 ployees will be permitted to displace the most junior Lead CTO  
30 Agent in the classification and location.
- 31 c. Lead CTO Agent's who do not have sufficient seniority to hold  
32 a Lead CTO Agent position in the location will be downgraded  
33 to CTO Agent and will be covered by Paragraph B.3 (Full-Time  
34 Employees) below and will have recall to a Lead CTO Agent  
35 position in the location.
- 36

- 1           3. Full-Time Employees
- 2           a. When a local reduction requires a realignment of the existing
- 3           full-time workforce between duty assignments, affected
- 4           employees will be permitted to bid, in seniority order, available
- 5           full-time vacancies within the classification and location.
- 6           b. If there are insufficient full-time vacancies within the location,
- 7           affected employees will be permitted to displace, in seniority
- 8           order, the most junior full-time employee(s) in the classification
- 9           and location.
- 10          c. Full-time employees who have completed their probationary
- 11          period, but do not have sufficient seniority to hold a full-time
- 12          position in the classification and location, will be covered by:
- 13           1) the System Displacement Rules, and/or
- 14           2) be permitted to bid, in seniority order, available part-time
- 15           positions within their classification at their location, and, if
- 16           there are insufficient part-time vacancies within their
- 17           classification at their location, to displace the most junior
- 18           part-time employee within their classification at their
- 19           location provided they have more seniority than the part-
- 20           time employee;
- 21          Example: Due to a BDL local reduction, a full-time customer
- 22          service agent is displaced. The agent lists on his “Displacement
- 23          Bid Form”, in priority order, those locations to which he is
- 24          willing to displace. (1) MCO, (2) TPA, (3) CLT, (4) BDL part-
- 25          time, (5) PHL. If MCO, TPA, and CLT are not available as full-
- 26          time at the time his displacement notice is processed (due to the
- 27          junior employee in the system not being in those locations), then
- 28          the agent would be awarded BDL part-time, provided he
- 29          possessed sufficient seniority. Finally, if the agent did not have
- 30          sufficient seniority to hold a part-time position in BDL, he
- 31          would be awarded PHL full-time (if that were where the junior
- 32          employee on the system at the time of his displacement existed)
- 33          or be awarded furlough, if PHL was not available.
- 34          d. Full-time temporary employees and full-time employees who
- 35          have not completed their probation period and are affected by a
- 36          local reduction-in-force will be released.
- 37

- 1           4. Part-Time Employees
- 2           a. When a local reduction requires a realignment of the existing
- 3           part-time workforce between duty assignments, affected
- 4           employees will be permitted to bid, in seniority order, available
- 5           part-time vacancies within the classification and location.
- 6           b. If there are insufficient part-time duty assignment vacancies,
- 7           affected employees will be permitted to displace the most junior
- 8           part-time employees in the classification and location.
- 9           c. Employees who have completed their probationary period, but
- 10          do not have sufficient seniority to hold a part-time position in
- 11          the classification and location, will be covered by the System
- 12          Displacement Policy.
- 13          d. Part-time temporary employees and part-time employees who
- 14          have not completed their probation period and are affected by a
- 15          local reduction-in-force will be released.
- 16        C. System Displacements:
- 17           1. As part of the System Displacement process, the Company will offer
- 18           Voluntary Furlough requests as provided for in the Voluntary
- 19           Furlough Article of this agreement.
- 20           2. Full-Time Employees: After the Location Workforce Realignment
- 21           has been completed as outlined in Paragraph B of this Article, the
- 22           displaced full-time employees who have completed their
- 23           probationary periods will:
- 24           a. be permitted to bid, in seniority order, available full-time or
- 25           part-time positions within the classification, including required
- 26           vacancies that would be made available by employees who are
- 27           awarded voluntary furlough, and including positions held by
- 28           employees who have not completed their probation periods; or
- 29           b. be permitted, if there are insufficient full-time positions within
- 30           the classification, to displace, in seniority order, the most junior
- 31           full-time employees in the classification on the system; or
- 32           c. accept furlough.
- 33

- 1           3. Part-Time Employees: Part-time employees who have completed  
2           their probationary periods and are affected by a Location Workforce  
3           Realignment will:
- 4           a. be permitted to bid, in seniority order, for available part-time  
5           positions in the classification in other locations, including  
6           required part-time vacancies that would be made available by  
7           employees who are awarded voluntary furlough, and including  
8           positions held by part-time employees who have not completed  
9           their probation periods; or
- 10          b. accept furlough.
- 11          4. Furloughed and displaced employees are immediately eligible to  
12          submit bids for any system or in-station vacancy except that:
- 13          a. displaced employees who are awarded positions at other  
14          locations and who refuse the award will be placed on furlough  
15          and will not be eligible for furlough allowance. Such employees  
16          will not be offered a system transfer request to any location for a  
17          period of one (1) year from the date of furlough. (The Company  
18          will lift this one year restriction when filling a vacancy when  
19          there are no other Passenger Service bids on file for that  
20          location); and
- 21          b. furloughed employees will be prohibited from submitting  
22          system transfers for a period of six (6) months from the effective  
23          date of their furlough to any location where available vacancies  
24          were offered, but where the employee failed to bid during the  
25          displacement process. These employees are eligible to submit  
26          bids for system transfers for all other locations.
- 27          c. Affected employees who have been on an unpaid leave status  
28          for more than one year at the time of the displacement will  
29          remain on their leave status and will not participate in the  
30          System Displacement. If these employees do not have sufficient  
31          seniority to hold their previous position when they are able to  
32          return to work, they will then be afforded the System  
33          Displacement options outlined in this article.
- 34



1 **Article 13 – Voluntary Furlough**

2 Employees awarded voluntary furloughs will be subject to the provisions as  
3 described the Reductions In Force, Recall and Seniority articles of this  
4 agreement except where otherwise provided for in this article.

5 A. Eligibility

6 1. Full-time and part-time employees are eligible to apply for voluntary  
7 furloughs when there are employees currently possessing recall  
8 rights to the classification and location. Additionally, prior to a  
9 system displacement, the Company will solicit voluntary furlough  
10 requests from employees in affected classifications at:

11 a. affected locations; and

12 b. all reservations centers if the system displacement affects  
13 Reservations Sales Representatives; or

14 c. those stations that have two hundred (200) or more mainline  
15 weekly scheduled jet departures on the effective date of the  
16 displacements if the system displacement affects airport  
17 classifications.

18 2. Employees on leaves of absence due to injury or illness (on or off  
19 the job) must provide documentation from a physician that they are  
20 physically able to return to full active duty prior to requesting a  
21 voluntary furlough. Employees on other leaves of absence may not  
22 request voluntary furlough until they have provided a return to work  
23 date.

24 3. CSS's and CTO Leads requesting voluntary furloughs will be  
25 required to relinquish their CSS or CTO Lead positions and will be  
26 furloughed as full-time agents. Such CSS's and CTO Leads will  
27 have recall to full-time agent positions only.

28 B. Requests

29 Written requests for voluntary furloughs must be submitted to the  
30 employee's manager on the appropriate company form within established  
31 company time frames. Voluntary furloughs awarded by the Company  
32 will be awarded in seniority order within the location. An employee  
33 requesting voluntary furlough will be advised that the possibility of recall  
34 to their position depends on the availability of an open position, their  
35 relative seniority, and the duration of their recall rights.

36

- 1 C. Conditions
- 2 Employees awarded a voluntary furlough will;
- 3 1. be placed on furlough and will retain recall rights for a period of
- 4 three (3) years to the specific classification and location from which
- 5 they were furloughed;
- 6 2. accrue Date of Hire/Bidding Date Seniority for a period of three (3)
- 7 years from the effective date of furlough;
- 8 3. accrue pay seniority for a period of ninety (90) days from the
- 9 effective date of furlough;
- 10 4. be advised that, the employee may be eligible for unemployment
- 11 benefits while on voluntary furlough as determined by the
- 12 employee's local unemployment agency;
- 13 5. be eligible for system transfers. Employees who are awarded system
- 14 transfers to other locations will relinquish recall to the former
- 15 classification and location from which they took voluntary furlough;
- 16 6. be eligible to bid on positions posted through the Career Opportunity
- 17 Bulletin (COB) system. Employees on a voluntary furlough who are
- 18 awarded a COB position will relinquish recall rights to their former
- 19 classification and location;
- 20 7. not be entitled to any furlough allowance;
- 21 8. not be eligible to submit a request for a voluntary furlough for a
- 22 period of twelve (12) months from the effective date of return to
- 23 work from a previous voluntary furlough status;
- 24 9. receive payment for or have applicable deduction for vacation;
- 25 10. continue to be responsible for the employee's portion of applicable
- 26 medical/dental and life insurance premiums for a period of ninety
- 27 (90) days. The Company will continue to pay the Company's
- 28 portion of the cost of the applicable medical/dental and life insurance
- 29 for a period of ninety (90) days;
- 30 11. receive on-line travel benefits for a period of twenty-four (24)
- 31 months following the effective date of furlough. These employees
- 32 are not eligible for travel benefits on other airlines and companion
- 33 pass travel is not available during furlough.
- 34

- 1 D. Recall
- 2 1. Employees on voluntary furloughs will be placed at the bottom of
- 3 the appropriate recall list for the location. Employees may have their
- 4 rightful position on the recall list reinstated (on the basis of
- 5 applicable seniority) upon written notification to the Company on
- 6 the appropriate company form at least one month prior to the
- 7 requested effective date of reinstatement. When recall is reinstated,
- 8 employees will be eligible for recall in the same manner as other
- 9 employees displaced from the classification and location.
- 10 2. Employees may be recalled from a voluntary furlough if the needs of
- 11 the company dictate, in inverse order of seniority. Employees who
- 12 refuse recall from voluntary furlough will be deemed to have
- 13 resigned from the Company and have their name removed from the
- 14 seniority roster.
- 15 3. Employees accepting recall to another location will relinquish recall
- 16 rights to the location from which they took voluntary furlough.
- 17 E. Employees, with five (5) years or more of credited service, who are
- 18 awarded a voluntary furlough and who reach age fifty five (55), may retire
- 19 from voluntary furlough status and receive retirement benefits (e.g. medical,
- 20 dental, and term pass benefits), provided that at the time of the retirement
- 21 request there is an available system vacancy in the classification and status
- 22 (full-time or part-time) that the employee occupied at the time they were
- 23 granted the voluntary furlough and recall rights have not expired.
- 24

1 **Article 14 – Recall**

- 2 A. Recall rights to a specific location and classification are extended to  
3 employees furloughed or displaced from the location. Recall of  
4 furloughed and displaced employees shall be in seniority order.
- 5 B. Employees furloughed/displaced from a location that is closing will be  
6 given the option of selecting a new location for recall within the same  
7 classification. The new location is chosen at the time the location closes.  
8 The chosen location may only be changed in the event of its closure.  
9 These employees shall also maintain recall to their original closed  
10 location and classification. An employee offered recall to an original,  
11 closed location which reopens, will have the option of accepting that  
12 recall offer or forfeiting recall to that location and maintaining recall to  
13 the previously selected recall location.
- 14 C. Furloughed and displaced employees offered recall will have until 5:00  
15 PM the next business day following the receipt of the offer in which to  
16 accept recall. Recall offers will be made by personal telephonic  
17 conversation or first class and registered US mail. Employees who accept  
18 recall shall be required to report for duty within fifteen (15) days follow-  
19 ing the offer of recall. Employees who are recalled from furlough may  
20 apply for any leave for which they qualify.
- 21 D. Furloughed employees shall maintain recall to the location from which  
22 they were furloughed for a period of four (4) years from the date of their  
23 furlough provided they have not refused recall. Furloughed and  
24 displaced employees will be responsible to provide their Location Mana-  
25 gers with their current address and telephone number.
- 26 E. Displaced employees who maintain active employment within the  
27 Passenger Service Group will maintain recall rights indefinitely,  
28 providing they have not refused recall. Employees displaced/furloughed  
29 after the effective date of this agreement, who become employed within  
30 the company but outside the Passenger Service Classification Group, and  
31 who have not refused a recall offer, will maintain recall rights for a  
32 period of up to four (4) years from the date of their original  
33 displacement/furlough.
- 34 Displaced employees who terminate from any position within the  
35 company will forfeit their recall rights and have their names removed  
36 from the seniority roster.

37

- 1 F. Furloughed and displaced full-time employees shall have recall rights to  
2 both full-time and part-time positions in their recall classification in the  
3 location from which they were displaced.
- 4 1. Furloughed and displaced full-time employees who refuse part-time  
5 recall shall forfeit any further part-time recall, but shall not forfeit  
6 full-time recall.
- 7 2. Displaced full-time employees who refuse full-time recall to the  
8 location from which they were displaced will forfeit all recall rights  
9 to that location.
- 10 3. Furloughed full-time employees who refuse full-time recall to the  
11 location from which they were displaced or whose recall rights have  
12 expired, shall be deemed to have resigned their positions from the  
13 company and shall have their names removed from the seniority  
14 roster.
- 15 4. Displaced part-time employees who refuse part-time recall to the  
16 location from which they were displaced shall forfeit any further  
17 recall to that location.
- 18 5. Furloughed part-time employees who refuse part-time recall to the  
19 location from which they were displaced or whose recall rights have  
20 expired, shall be deemed to have resigned their positions from the  
21 company and shall have their names removed from the seniority  
22 roster.
- 23 G. Recall periods will not be affected when furloughed employees accept  
24 temporary vacancies under the applicable temporary vacancy provisions.  
25 Furlough Allowance payments due, if any, will be suspended for the  
26 duration of the temporary employment and resumed when the employee  
27 leaves temporary employment and returns to furlough status.
- 28 H. Employees returning or recalled from furlough to an Non Early Out  
29 vacancy (NEO) will have their pay seniority reduced by the number of  
30 full years spent on furlough. (Example: an employee who has been on  
31 furlough for 2 years and 7 months will upon his return be placed 2 steps  
32 back on his pay scale and frozen at that pay step for the duration of the  
33 pay scale freeze period provided they return during the pay scale freeze  
34 period).
- 35

1 **Article 15 – Furlough Benefits**

2 A. Furlough Allowance

- 3 1. Furlough allowance is paid to employees who are furloughed as a  
4 result of a reduction-in-force and for no other reason. The Company  
5 shall not be liable for furlough allowance where reductions-in-force  
6 are the result of an act of God, war emergency, revocation of the  
7 Company's operating certificate, a grounding of company aircraft, or  
8 any strike or picketing.
- 9 2. Full-time employees who have completed two (2) or more years of  
10 service, based on Passenger Service Seniority, on the date  
11 furloughed will receive furlough allowance at the rate of one (1)  
12 week's pay for each completed year of service, up to a maximum of  
13 fifteen (15) weeks except for Mainline Express employees who will  
14 be eligible for a maximum of five (5) weeks of furlough allowance.  
15 A week of furlough allowance is computed on the basis of the  
16 employee's base straight time hourly rate at the time of furlough,  
17 multiplied by forty (40) hours. Full-time employees displaced to  
18 part-time who are furloughed within six months of the displacement  
19 will be provided severance at a full-time rate.
- 20 3. Part-time employees who have completed two (2) or more years of  
21 service, based on Passenger Service Seniority, on the date  
22 furloughed will receive furlough allowance at the rate of one (1)  
23 week's pay for each completed year of service, up to a maximum of  
24 ten (10) weeks except for Mainline Express employees who will be  
25 eligible for a maximum of five (5) weeks of furlough allowance. A  
26 week of furlough allowance is computed on the basis of the  
27 employee's straight time hourly rate, multiplied by the average  
28 number of regularly scheduled work hours per week during the  
29 preceding 52 weeks, excluding overtime hours, extra hours and shift  
30 swap hours on or off.
- 31 4. Furlough allowance is paid in successive pay periods immediately  
32 following the effective date of the furlough until the employee has  
33 returned to work or the entitlement is exhausted, whichever occurs  
34 first.
- 35 B. Furloughed employees will receive a lump sum payment for accrued,  
36 unused vacation or compensatory time. This payment will be made at the  
37 later of the employee's final paycheck or the employee's final furlough  
38 allowance payment. Vacation days taken in advance of accrual will be  
39 deducted from the employee's final paycheck. Sick Leave bank days are  
40 not paid.

- 1 C. Medical/Dental and Life Insurance Benefits
- 2 1. Full-time: the Company will continue to pay the Company's portion  
3 of the cost of applicable medical/dental and life insurance for a  
4 period of time equal to the sum of: (1) duration of the furlough  
5 allowance, if any, and (2) 90 days.
- 6 2. Part-time: the Company will continue to pay the Company's portion  
7 of the cost of applicable medical/dental and life insurance for a  
8 period of time equal to the duration of the furlough allowance, if  
9 any.
- 10 3. Furloughed employees are responsible to continue payment of the  
11 employee's portion of the cost of applicable medical/dental and life  
12 insurance during the extension periods as described in items C-1 and  
13 C-2 above.
- 14 D. On-line travel benefits extend for three (3) years following the effective  
15 date of furlough except that employees on furlough, as of January 6,  
16 2005, who continued to have recall will continue to be eligible for online  
17 travel for themselves and eligible family members (including parents) for  
18 (3) three years following the expiration of their recall rights. Furloughed  
19 employees are not eligible for transportation on other airlines and  
20 companion pass travel is not available during furlough.
- 21 E. Furloughed employees who have been returned to work and are again  
22 furloughed within a one-year period will receive any unused furlough  
23 and benefits allowance remaining from the previous furlough.
- 24 F. An employee who has returned to the service of the Company and who has  
25 completed one (1) year of compensated service after such return and who is  
26 again furloughed, will receive Furlough Benefits as described in Paragraph  
27 A of this article.
- 28 G. Employees, with five (5) years or more of credited service, who are  
29 furloughed and who reach age fifty five (55), may retire from furlough  
30 status, provided recall rights have not expired, and receive retirement  
31 benefits (e.g. medical, dental, and term pass benefits).
- 32

1 **Article 16 – Medical Examinations**

- 2 A. Employees may be required to submit to a Company paid medical  
3 examination at the time of employment and at such time as a Company  
4 official determines that an employee's physical or mental condition may  
5 impair the performance of his duties or poses a safety hazard to himself,  
6 other employees, or customers. The Company official will document the  
7 observations that lead to the requirement for a medical examination. The  
8 employee, upon request, shall be furnished a copy of the Company's  
9 medical examiner's report and a copy of the observations that led to the  
10 requirement for medical examination.
- 11 B. Any information obtained by or as a result of a Company's medical  
12 examination, and information received by the Company from the  
13 employee's medical examiner or a neutral medical examiner, shall be  
14 strictly confidential between the Company officials directly involved in  
15 the case, its insurance carriers, the Company's doctor, and the employee,  
16 and shall not be divulged to any other person without the written  
17 permission of the employee.
- 18 C. Any employee who is removed from service as a result of a Company  
19 medical examination may appeal his case as follows:
- 20 1. The employee must, within fourteen (14) days of removal from  
21 service, employ a qualified medical examiner, of his own choosing  
22 and at his own expense, for the purpose of conducting a  
23 physical/mental examination covering the problem(s) and/or  
24 conditions addressed by the Company's medical examiner.
- 25 2. A copy of the findings of the medical examiner chosen by the  
26 employee shall be furnished to the Company; and in the event that  
27 such findings verify the findings of the medical examiner employed  
28 by the Company, no further review of the case shall be afforded.
- 29 3. In the event that the findings of the medical examiner chosen by the  
30 employee shall disagree with the findings of the medical examiner  
31 employed by the Company, the Company will, at the written request  
32 of the employee, ask that the two medical examiners agree upon and  
33 appoint a third qualified and neutral medical examiner, preferably a  
34 specialist, for the purpose of making a further medical examination  
35 of the employee to determine his fitness for duty.
- 36 4. The said neutral medical examiner shall then make a further  
37 examination of the employee in question, and the case shall be  
38 settled on the basis of such findings. Copies of such medical  
39 examiner's report shall be furnished to the Company and to the  
40 employee.



- 1           5. The expense of employing a neutral medical examiner shall be borne  
2           one-half (1/2) by the employee and one-half (1/2) by the Company.
- 3    D. If, under the provisions of this Article, an employee's removal from  
4           service is ultimately found to be unwarranted, he will be paid  
5           retroactively for time lost in the amount that he would have earned in his  
6           regularly scheduled work shifts, except to the extent he has unreasonably  
7           delayed the medical examination process, and he will be reimbursed for  
8           the employee's expense of employing a neutral medical examiner.
- 9    E. Company Drug Testing Policy: The first confirmed positive drug test will  
10           not automatically result in termination.
- 11   F. Nothing in this article shall prevent an employee from exercising his  
12           rights under the grievance procedures of this agreement.
- 13

1 **Article 17 – Leaves of Absence**

- 2 A. Employees will be eligible for leaves of absences described in this  
3 article. Such leaves will be administered in accordance with Company  
4 policy. The terms and conditions of the leave must be described in  
5 writing and provided to the employee at the onset of the leave.
- 6 B. Family Medical Leave: Employees will be eligible for leave from work  
7 pursuant to the terms of the Family Medical Leave Act (FMLA) of 1993.  
8 Prior to being placed on an unpaid leave for approved FMLA, the  
9 employee must exhaust all paid leave, including accrued vacation.
- 10 C. Medical Leave: An employee unable to work due to personal illness or  
11 injury, physical disability or pregnancy may apply for a medical leave of  
12 absence, using the Company-specified form. The Company may require  
13 such leave to run concurrently with Family Medical Leave if such leave  
14 otherwise qualifies as FMLA leave. Such application must be accompa-  
15 nished by a physician's explanation of the condition, physical limitations,  
16 prognosis for recovery and the length of time the employee will be out of  
17 work.
- 18 Approved leaves will be for a period of not more than ninety (90) days.  
19 Extensions of ninety (90) day increments will be considered when  
20 accompanied by the required documentation. Any employee who  
21 remains on leave status in excess of three (3) years shall be deemed to  
22 have resigned his position, and shall be removed from the seniority  
23 roster.
- 24 D. Personal Leave: A request for a personal leave of absence shall be  
25 considered on its merits, and balanced against the needs of the service.  
26 The Company may require such leave to run concurrently with Family  
27 Medical Leave if such leave otherwise qualifies as FMLA leave.  
28 Application for such leave will be made on the Company-specified form.  
29 Such leave of absence, if granted, will be for a period of not more than  
30 ninety (90) days. Subject to the same criteria, the employee may be  
31 eligible for one (1) ninety (90) day extension.
- 32 E. Adoption/Maternity Leave: An employee may request an unpaid  
33 adoption/maternity leave of absence of up to eight (8) weeks, and for any  
34 additional period that may be required by local adoption laws. Adoption  
35 leave will commence on the date the employee takes custody of the child  
36 or the date the child is placed in the employee's home. Maternity leave  
37 will commence on the day the infant is born.
- 38 The Company may require adoption/maternity leave to run concurrently  
39 with FMLA (if such leave otherwise qualifies as FMLA leave), and/or  
40 paid Sick Leave, and/or unpaid absence. If the employee has exhausted

1 or exhausts FMLA and/or Sick Leave time prior to or during this eight  
2 (8) week period, the Company will grant Adoption/Maternity leave of up  
3 to, but no more than, eight (8) total weeks from the birth or adoption of  
4 the child unless an additional period is required by local adoption laws.

5 F. Jury Duty: Employees will be granted time away from work for jury  
6 duty, when such event is documented by submission of a court notice.  
7 The employee will receive the difference between his regular pay and the  
8 actual payment received for jury duty (excluding expense  
9 reimbursement). Employees must provide proof of jury duty service and  
10 verification of the amount of payment received to the Payroll Department  
11 immediately upon receipt of jury duty payment.

12 Employees assigned to jury duty will not be required to report for work  
13 on any day that the jury duty work requires more than two (2) hours at  
14 the courthouse. While serving on jury duty, should the employee be  
15 released within two (2) hours of reporting for such duty, he will be  
16 required to report for work to complete the remainder of his shift for the  
17 day.

18 Employees will remain on their normal shift and scheduled days off,  
19 except when jury duty extends beyond five (5) calendar days. In these  
20 instances, scheduled days off will be reassigned to Saturday and Sunday  
21 for the duration of the jury duty.

22 G. Military Leave: Employees will be permitted unpaid leave from the  
23 Company for military service for a period not to exceed five (5) years  
24 unless involuntarily detained for a longer period. Terms and conditions  
25 of the leave, and the return to duty, will be those established by law.

26 Employees will receive a maximum of ten (10) paid working days off  
27 within a fourteen (14) calendar day period in a calendar year for reservist  
28 training that will not count against the employee's vacation. The  
29 Company will pay the employee the difference between his regular pay,  
30 excluding shift premium, and the amount received from the military.  
31 Employees will be required to provide the company with a copy of their  
32 reserve training orders and will be required to submit to the Company  
33 proof of the amount of pay received from the military within seven (7)  
34 days after the employee returns. This amount (excluding expenses) will  
35 be deducted from the employee's next pay check.

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- 1 H. Bereavement Leave: Employees on active pay status, upon providing  
2 proper documentation, shall be allowed three (3) work days off without  
3 loss of pay if they suffer a death in their immediate family. Immediate  
4 family for the purposes of this paragraph shall include: father or step-  
5 father (one only), mother or step-mother (one only), spouse, child,  
6 brother, sister, father-in-law, mother-in-law, the employee's  
7 grandparents, or any legal dependent residing in the employee's  
8 household.
- 9 I. Full-time Employment Union Leave: Employees accepting full-time  
10 employment with the Union shall, during such employment, be granted  
11 an indefinite unpaid leave of absence by the Company. There shall not  
12 be more than ten (10) employees on full-time union leave at any one  
13 time. Employees granted unpaid leaves under these provisions will:
- 14 1. Continue to accrue Date of Hire, Passenger Service and Pay Date  
15 seniority.
- 16 2. Be eligible to continue all employee health and insurance benefits by  
17 reimbursing the Company for the Company's costs and  
18 administrative fees for those benefits. Such employees will not  
19 accrue Vacation, Sick Leave or Holidays.
- 20 3. Be awarded an available position within the group and classification  
21 upon return from union leave.
- 22 4. Employees on such leave shall receive on-line non-revenue travel  
23 benefits and interline travel benefits consistent with OA travel  
24 policies for personal use only.
- 25 J. Short Term Union Leave (30 days or less): Unpaid leave for short  
26 durations are subject to Company approval and will be granted based on  
27 the needs of service. Requests for Short Term Union Leave by the union,  
28 must be submitted in writing to the Director of Labor Relations, or his  
29 designee, a minimum of seven (7) days prior to the effective leave date  
30 and must include the absence dates and the reason for the leave.
- 31 K. An employee on any leave of absence who engages in other employment  
32 (other than that described in paragraphs G., I. and J. of this article) and/or  
33 uses the time of a leave for purposes other than that for which it was  
34 granted without specific written consent from the Company or does not  
35 provide management with current information as to their status upon  
36 request or does not return upon completion of the approved leave, will be  
37 deemed to have resigned and his name will be stricken from the seniority  
38 roster.
- 39

1 **Article 18 – Sick Leave**

2 A. Employees earn one sick leave day per calendar month for the months of  
3 February, April, June, August, and October, up to a maximum of five (5)  
4 sick leave days per year. Effective December 31, 2011, employees earn  
5 one sick leave day per calendar month up to a maximum of twelve (12)  
6 days per year. There will be a maximum accrual cap of one hundred  
7 seventy-five (175) days in an employee’s sick leave bank. To be eligible  
8 for sick leave accrual for the month, an employee must be on active pay  
9 status for the majority of days in the calendar month. This article does  
10 not apply to employees on furlough status.

- 11 1. For full-time employees a sick day will be eight (8) hours of sick  
12 leave to be used in accordance with Paragraph B below.
- 13 2. For part-time employees a sick day will be used in accordance with  
14 paragraph B below.

15 Accrued sick leave is used to compensate employees for absences due to  
16 personal illness only and not used to supplement statutory benefits for  
17 OJI (on the job injuries). Effective 12/31/2011 accrued sick leave may be  
18 used to compensate employees for absences due to personal illness,  
19 including supplements to statutory benefits for OJI.

20 B. The first 3 sick days used from January 6, 2005 through June 30, 2005  
21 will be paid at 50% and decremented at a 50% rate. Thereafter, the first 5  
22 sick days used (beginning July 1<sup>st</sup> of each year) are paid at 50% of the  
23 employee's scheduled hours and decremented at a 50% rate. Effective  
24 12/31/2011 all sick days used are paid at 100% and decremented at a  
25 100% rate.

- 26 1. Full-time employees use sick leave in increments of full hours. The  
27 use of sick leave may be recorded in increments of one-tenth (1/10)  
28 of an hour if the technology utilized permits tracking in less than  
29 hourly increments.
- 30 2. Part-time employees using sick leave for absences will use the  
31 following chart when converting pay hours to the number of days to  
32 be deducted from his sick bank:

33 **Number of pay hours**                      **Number of days deducted**

34            Less than 3 hours	0.5 day
35            3 to 6 hours	1.0 day
36            More than 6 but less than 9 hours	1.5 days
37            9 to less than 12 hours	2.0 days
38            12 to less than 15 hours	2.5 days
39            15 to less than 18 hours	3.0 days

- 1           3. Notwithstanding Paragraph B.2 above, part-time employees with  
2           regularly scheduled shifts of less than three (3) hours will have one  
3           (1) sick leave day deducted from their sick leave bank when absent  
4           for their regularly scheduled shift.
- 5       C. An employee reporting off work sick is required to notify his supervisor  
6       (or designee) and disclose the nature of the unscheduled absence as far in  
7       advance as possible, but no later than one hour prior to their shift start  
8       time. Local policy may be less restrictive as determined by the  
9       Company. Employees will not be compensated when unscheduled  
10       absences are not reported within the established timeframes.
- 11      D. Employees may be required to present confirmation of illness and the  
12      Company reserves the right to require, when in doubt of bona fide claim,  
13      a physician's certificate to confirm such sick claim.
- 14      E. Employees are required to exhaust all paid leave prior to being placed on  
15      unpaid medical leave for non OJI( and non-FMLA), and are required to  
16      exhaust all paid leave, including accrued vacation, for non-OJI approved  
17      FMLA prior to being placed on unpaid medical leave. Employees may  
18      not use sick leave to supplement OJI medical leave but must use accrued  
19      vacation for FMLA OJI and may use accrued vacation for non-FMLA  
20      OJI.
- 21      F. The employee's current Catastrophic Bank, if any, will be converted to  
22      sick leave on the effective date of this article. Employees who have more  
23      than one hundred seventy-five (175) days in their catastrophic bank to be  
24      converted to sick leave days will maintain the higher amount and will not  
25      accrue sick leave days until such time that the employee's available sick  
26      leave bank is reduced below the one hundred seventy-five (175) day  
27      maximum cap.
- 28      G. Full-time employees transferring to part-time, or displaced to part-time,  
29      will have their sick leave converted to part-time days by doubling the  
30      balance on the effective date of the transfer. Should this result in an  
31      employee having more than one hundred seventy-five (175) days in their  
32      sick leave bank, such employee will maintain the higher amount and will  
33      not accrue sick leave days until such time that the employee's available  
34      sick leave bank is reduced below the one hundred seventy five (175) day  
35      maximum cap. Part-time employees transferring to full-time, or recalled  
36      to full-time, will have their sick leave converted to full-time days by  
37      multiplying the balance by one-half (1/2) on the effective date of the  
38      transfer.
- 39

1 **Article 19 – Holidays**

- 2 A. The following days are designated paid holidays; Martin Luther King Jr.  
3 Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas  
4 Day. Effective December 31, 2011, New Year’s Day, President’s Day,  
5 Columbus Day, Memorial Day and the day after Thanksgiving will be  
6 added to the list of designated paid holidays. The holidays affected by  
7 the Federal Holiday Act are observed on the date established by Federal  
8 Law.
- 9 B. When a full employee complement at any location is not required on a  
10 holiday, the day off will be offered on a Passenger Service seniority basis  
11 within the classification and duty assignment. At airports, based on the  
12 needs of service, the Company may consider individual shift starting  
13 and/or ending times as a determining factor in offering the Holiday off.  
14 Requests for the day off must be received at least fourteen (14) but not  
15 more than thirty (30) calendar days prior to the holiday and will be  
16 awarded a minimum of seven (7) days prior to the holiday. Additional  
17 days that become available less than seven days prior to the holiday will  
18 continue to be awarded in seniority order based on the original requests.  
19 Where all original requests properly submitted as described above have  
20 been awarded, additional Holidays off may be offered based on earliest  
21 request time.
- 22 C. All employees will be on Holiday Option I through December 31, 2006  
23 at which time Holiday Option I will be eliminated through December 31,  
24 2011. All employees will be on Holiday Option II for 2007 and will  
25 remain on Holiday Option II through December 31, 2011. Prior to  
26 bidding vacation for calendar year 2012, each employee will select either  
27 Holiday Option I or Holiday Option II.
- 28 1. Holiday Option I.
- 29 Each employee, except as provided for in paragraph C.1.e below,  
30 will receive holiday pay for holidays at his regular rate of pay,  
31 excluding shift premiums. Holiday pay is applicable as follows:
- 32 a. For full-time employees holiday pay will be equal to 8 hours of  
33 pay.
- 34 b. For part-time employees scheduled to work, holiday pay will be  
35 equal to the number of paid hours the employee was scheduled  
36 to work. For part-time employees not scheduled to work,  
37 holiday pay will be equal to the daily average of regularly  
38 scheduled paid hours for the week.

- 1 c. Employees will receive straight time pay for regularly scheduled  
2 hours worked on a holiday and receive holiday pay for holidays  
3 at their regular rate of pay.
- 4 d. If a holiday falls within an employee's vacation period, with in  
5 thirty (30) days written notice to the Company, he may extend  
6 his vacation by the applicable number of holiday(s).
- 7 e. An employee on any paid or unpaid leave (including individual  
8 and/or multiple sick leave days) will not be eligible to receive  
9 Holiday Pay for any Holiday(s) that occur during the leave  
10 period. This exclusion also applies when the holiday falls on the  
11 employee's scheduled day off, if the employee was on a paid or  
12 unpaid leave on the last scheduled work day prior to the holiday  
13 and the first scheduled work day after the holiday.
- 14 f. All overtime hours worked on a holiday that qualify for  
15 overtime will be paid at time and one half.
- 16 2. Holiday Option II.
- 17 Each employee, except as provided for in paragraph C.2.d below,  
18 will accrue a holiday vacation day provided the employee is on  
19 active pay status for fifteen (15) or more days of the month in which  
20 a holiday occurs. This provision will be applied as follows:
- 21 a. Holiday vacation days will be bid in advance, in full week  
22 increments, after all regular vacation bidding has been  
23 completed.
- 24 b. A full-time Holiday vacation day is equal to eight hours.
- 25 c. A part-time Holiday vacation day is equal to the daily average  
26 of the employee's regularly scheduled paid hours for the week  
27 in which the holiday vacation is taken.
- 28 d. An employee on any paid or unpaid leave (including individual  
29 and/or multiple sick leave days) will not be eligible to accrue a  
30 Holiday vacation day(s) for any Holiday(s) that occurs during  
31 the leave period. This exclusion also applies when the holiday  
32 falls on the employee's scheduled day off, if the employee was  
33 on a paid or unpaid leave on the last scheduled work day prior to  
34 the holiday and the first scheduled work day after the holiday.  
35 Such employee will forfeit the last vacation day from the next  
36 scheduled vacation period. If no scheduled vacation days are  
37 available the day will be deducted from their carry-over  
38 vacation. If no carryover vacation days are available then, the  
39 day will be repaid through payroll deduction.



1 Employees who work for a portion but who are absent for a  
2 portion of a holiday day on any type of leave described in  
3 Articles 17 and 18 will be treated in the following manner:

4 **Full-time Employees**

5 Full-time employees will earn holiday vacation hours in  
6 proportion to the time on the holiday they work. Thus, a full-  
7 time employee who has worked six (6) hours on a holiday (with  
8 2 hours of leave) will earn six (6) hours of holiday vacation  
9 time; a full-time employee who has worked two (2) hours on a  
10 holiday (with 6 hours of leave) will earn two (2) hours of  
11 holiday vacation time.

12 Employees will earn holiday vacation time based on the amount  
13 of time that they have worked, rounding up or down to the  
14 nearest hour. Thus, an employee working three (3) hours and  
15 one (1) to thirty (30) minutes will earn three (3) hours of holiday  
16 vacation time; employees working three (3) hours and thirty-one  
17 (31) to fifty-nine (59) minutes will earn four (4) hours. The  
18 only exception to this will be in the seventh (7<sup>th</sup>) hour; then, an  
19 employee working seven (7.0) or more hours but less than the  
20 full eight will be rounded down to seven (7.0) hours. Of  
21 course, an employee working the full eight hours will earn the  
22 full eight hours of holiday vacation time.

23 The partial holiday vacation day created pursuant to this  
24 settlement agreement will be the last vacation day in the next  
25 scheduled vacation period, whether regular vacation or holiday  
26 vacation. On that day, employees will be paid for the number of  
27 hours they worked on the holiday (and, if that day is a regular  
28 vacation day, the remaining vacation hours previously allocated  
29 for that day will also be deducted from the employee's vacation  
30 bank). Employees become responsible to work the portion of  
31 that day for which they did not earn holiday vacation, measured  
32 from the end time of the shift. Employees may swap off the  
33 portion of the day for which they become responsible, pursuant  
34 to Article 5(T) of the Agreement. For example, if an employee  
35 works six (6) hours on a holiday, he/she will receive holiday  
36 vacation/regular vacation pay for six (6) hours on the last day of  
37 the next scheduled vacation period. The employee is  
38 responsible to work the last two (2) hours of his/her shift on that  
39 day, and may cover that two (2) hours with a swap.

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**Part-time Employees**

US Airways' computer system tracks vacation time for part-time Reservations and Airport employees in full-day and half-day increments only. For part-time employees who take leave for a portion of a holiday, holiday vacation will be deducted from the employee's vacation bank, on the last vacation day of the next scheduled vacation period, as follows:

<u>Pay Hours Off on Holiday</u>	<u>Holiday Vacation Days Deducted</u>
Less than 3 hours	.5 day
3 to 6 hours	1.0 day
More than 6 but less than 9 hours	1.5 days
9 to less than 12 hours	2.0 days
12 to less than 15 hours	2.5 days
15 to less than 18 hours	3.0 days

D. Effective 12/31/2011, all overtime hours worked on a holiday that qualify for overtime premium will be paid at double time rate.

1 **Article 20 – Vacations**

- 2 A. During the first calendar year of service, an employee earns one (1)  
3 vacation day for each full calendar month of employment, up to a  
4 maximum of ten (10) vacation days (no days are earned in June or  
5 October). In the first month of hire, credit will be given if hired on or  
6 before the fifteenth (15<sup>th</sup>) of that month. Probationary employees are not  
7 eligible for vacation credit or accrual until completion of ninety (90)  
8 workdays of service, at which time accrual will be retroactive to the  
9 employee’s recognized date of hire.
- 10 B. Following the employee’s first calendar year of service, the number of  
11 vacation days earned each year increases as the employee begins the  
12 following years of service:

13

When Employees Begin Their	Monthly Accrual	Maximum Yearly Accrual
1 <sup>st</sup> year of service	1.0 days	10 days
10 <sup>th</sup> year of service	1.5 days	15 days
20 <sup>th</sup> year of service	2.0 days	20 days
25 <sup>th</sup> year of service * *Effective 12/31/2011	2.5 days	25 days

14

- 15 C. To be eligible for vacation accrual for the month, an employee must be  
16 on active pay status for the majority of days in the calendar month. This  
17 article does not apply to employees receiving furlough allowance.
- 18 D. Vacation pay is computed at the employee’s regular rate of pay,  
19 excluding shift premiums.
- 20 1. For full-time employees a vacation day will be equal to 8 hours of  
21 pay.
- 22 2. For part-time employees, the vacation day will be equal to the  
23 number of the employee’s paid hours for which the employee was  
24 scheduled to work.

25

- 1           3. For part-time open-time employees vacation pay for each vacation  
2           day during the vacation period will be equal to the daily average of  
3           the paid hours scheduled the previous week. For a DAT vacation  
4           day, the day will be equal to the number of paid hours for which the  
5           employee was scheduled to work.
- 6       E. In Class I stations and Reservations, vacations will be bid separately for  
7       full-time and part-time employees and will be awarded on a Passenger  
8       Service seniority basis. In Class II stations, US Airways Clubs, and City  
9       Ticket Offices, vacations for full-time and part-time employees may be  
10       bid together and will be awarded on a Passenger Service seniority basis.  
11       The number of employees from each classification/duty assignment  
12       permitted off at any time may be restricted based on the needs of service.  
13       Vacation bids may be bid separately by classification and/or duty  
14       assignment.
- 15       F. Vacations will be bid for the full calendar year and must be posted and  
16       bid by December 15<sup>th</sup> of the prior year. Vacations will be posted with all  
17       weeks beginning on Mondays and will be bid on a single round basis.  
18       After all full weeks of accrued vacation have been bid, a second round of  
19       bidding will be conducted for those employees that have chosen Holiday  
20       Option II to bid their two (2) additional weeks of holiday vacation days.
- 21       G. Eligible employees may elect to use up to ten (10) days of earned  
22       vacation to be taken as Day-At-a-Time (DAT) vacation as provided for in  
23       Paragraph M. Prior to bidding vacation for the following year,  
24       employees will be required to designate the number of DAT days they  
25       will set aside.
- 26       H. Awarded vacation periods will be scheduled consecutive with the  
27       employee's regularly scheduled days off. These vacation periods will be  
28       assigned before or after the scheduled days off, so that the majority of the  
29       vacation days fall during the week that was awarded.
- 30           1. In Customer Service, regularly scheduled days off for an open-time  
31           employee for an awarded vacation period will be Saturday and  
32           Sunday. The Company will adjust an open-time employee's days  
33           off, at the employee's request, for the week following the vacation  
34           period to be Monday and Tuesday, if the employee was unable to  
35           successfully bid either Saturday and Sunday off the week prior to the  
36           awarded vacation period or Monday and Tuesday off the week  
37           following the awarded vacation period.
- 38           2. In Reservations, relief team employees will be assigned the same  
39           days off prior to and following their vacation period.

- 1 I. Vacations will be taken in the year earned. Employee vacation accruals  
2 in the current year may be taken in advance of time earned. If an  
3 employee terminates before the vacation time is actually earned, the  
4 unearned time will be deducted from his final paycheck. Vacation earned  
5 but not taken during the calendar year will at the employee's option:
- 6 1. be paid during the first quarter of the following year. These days  
7 will be paid at the employee's rate of pay on December 31 of the  
8 calendar year in which they were earned.
- 9 2. be placed in a Vacation Carry-Over Bank. The total Vacation Carry-  
10 Over Bank balance may not be greater than what the employee  
11 would earn in six (6) months. This Carry-Over Bank may be used  
12 based on the needs of service as determined by the Company after all  
13 current year accrual has been exhausted.
- 14 J. Trading of vacation periods between employees is not permitted. At  
15 airports and CTOs, canceling a vacation period when not simultaneously  
16 awarded another vacation period is not permitted. At reservation centers,  
17 vacations other than the minimum two (2) weeks described in Paragraph  
18 M., may be canceled provided the Company is given at least twenty-four  
19 (24) hours advance notice. This provision shall be subject to the needs of  
20 service and will not apply when the company has less than 30 days notice  
21 of an available vacation period.
- 22 K. Agents transferring to a different station or different vacation bid area or  
23 part-time employees awarded permanent full-time vacancies or full-time  
24 employees awarded part-time vacancies or agents promoted to premium  
25 classifications shall be allowed to reschedule their vacation period(s) to  
26 available vacation weeks if their previous bid vacation periods are not  
27 available. If sufficient vacation weeks are not available, the Company  
28 will designate additional vacation weeks sufficient to accommodate the  
29 employee's remaining vacation weeks.
- 30 L. Prior to implementation of this vacation article, employees with existing  
31 PDO/Reserve Bank balances must choose one of the following options:
- 32 1. be paid for such balance as a lump sum payment included in their  
33 final paycheck after their last active day with the company at the  
34 employee's rate of pay in effect on the employee's last day of work;  
35 or
- 36 2. be paid for such balance as a lump sum payment during the first  
37 quarter of the year 2000 at the employee's rate of pay in effect on  
38 December 31, 1999; or
- 39 3. convert the days to sick leave.

- 1           The above conversion will be accomplished on a one-time basis and once  
2           the selection is made, changes after selection will not be permitted.
- 3    M.   Employees will be required to bid and take a minimum of two (2) weeks  
4           vacation annually. DAT vacation requests must be submitted on the  
5           appropriate company form no sooner than thirty (30) days prior to the  
6           requested day off. DAT vacation requests will be granted based on the  
7           needs of service, in the order of the day received, by seniority, within the  
8           classification, duty assignment and shift. An employee will not be  
9           eligible for DAT vacation when on a scheduled day off or a Company  
10          recognized holiday.
- 11   N.   Upon an employee's termination or retirement from the Company,  
12          unused accrued vacation will be paid at the employee's current rate of  
13          pay.
- 14   O.   Employees who fail to bid by proxy or in person (where permitted) will  
15          be bypassed. Bypassed employees who report late for bidding will be  
16          permitted to select from any remaining open vacation weeks at the time  
17          they report for bidding. Bypassed employees who fail to report for  
18          bidding during the bid process will be assigned vacation weeks from the  
19          remaining open vacation weeks.
- 20   P.   Employees that have a negative vacation balance at the end of the year or  
21          upon their resignation or retirement, will be required to repay the days  
22          through payroll deduction.
- 23

1 **Article 21 – Limited Duty**

- 2 A. An occupationally injured employee is required to accept a limited-duty  
3 position within the company provided he is qualified and the duties of the  
4 position do not exceed the restrictions provided by the employee's  
5 physician. The Company may assign a limited duty employee any work  
6 for which he is qualified. An employee assigned to a lower rated  
7 classification will be paid the applicable rate for his own classification.  
8 An employee assigned to a higher rated classification will be paid the  
9 applicable rate for the higher rated classification.
- 10 B. Limited duty positions are offered to the extent that meaningful work is  
11 available, as follows:
- 12 1. Limited duty positions are filled by employees who are disabled as a  
13 result of occupational injury, and may be offered to employees on a  
14 voluntary basis who are disabled as a result of pregnancy, or a "dis-  
15 ability" as defined under the Americans with Disabilities Act  
16 (ADA).
  - 17 2. Limited duty positions are offered, when available, for up to a  
18 maximum of sixty (60) workdays per injury or disability.
  - 19 3. The assigned limited duty position will not exceed the restrictions as  
20 provided by the employee's physician.
  - 21 4. Employees working limited duty positions are eligible for shift  
22 trades or overtime only if they are fully qualified for the duties of the  
23 position.
  - 24 5. Shifts and days off may be assigned to employees working limited  
25 duty positions and may be changed with a minimum of seven (7)  
26 days notice.
  - 27 6. Medical appointments associated with the injury or disability should  
28 be scheduled around work hours for those employees working  
29 limited duty positions. When this is not possible:
    - 30 a. an employee disabled as a result of pregnancy or an ADA  
31 disability will be required to use sick leave for the time required  
32 to be away from work, or take unpaid time.
    - 33 b. an employee disabled as a result of an occupational injury will  
34 be required to use sick leave for the time required to be away  
35 from work, or, if the employee has no sick leave available, such  
36 employee may be permitted to reschedule lost time at a time  
37 mutually agreed to between the employee and the manager.

- 1 7. All requests for limited duty resulting from a disability as defined  
2 under the ADA must be submitted on the appropriate Company form  
3 for review by the Company.
- 4 8. Where there are insufficient limited duty positions available, open  
5 limited duty positions will be awarded in seniority order.
- 6 9. An employee required to leave work to receive immediate medical  
7 attention as a result of an occupational injury will be paid for all  
8 remaining regularly scheduled hours not worked that day.
- 9



1 **Article 22 – Probation**

- 2 A. An employee shall be on probation for the first one hundred and twenty  
3 (120) active work days.
- 4 B. During probation, the employee’s work schedule will be set by the  
5 Company.
- 6 C. Probationary employees are employees at will and the Company has no  
7 responsibility to re-employ any employee separated for any reason during  
8 the probationary period. Probationary employees separated from the  
9 company lose all accrued seniority.
- 10 D. Probationary employees are not eligible for vacation or sick leave credit  
11 or accrual until completion of ninety (90) active work days of service, at  
12 which time vacation and sick leave accrual will be retroactive.

13

1 **Article 23 – Uniforms**

2 Employees who are required to wear a uniform must do so in compliance  
3 with the Company uniform policy.

4 A. Employees are required to purchase the initial basic uniform issues,  
5 except where laws require the Company to pay for costs of providing and  
6 replacing uniforms.

7 B. Payroll deductions in the amount of \$10.00 per pay period for full-time  
8 employees, and \$5.50 per pay period for part-time employees, will be  
9 made for purchase of basic issue uniform items.

10 C. Basic issue uniform pieces will be replaced based on appearance and  
11 wear, as determined by the Company. The life expectancy of a uniform  
12 is approximately eighteen (18) months.

13 D. Employees may purchase uniform pieces in addition to the required basic  
14 issue at their own expense at any time.

15 E. Employees who lose uniform pieces or damage uniform pieces as a result  
16 of improper care/maintenance or cleaning will be responsible to pay for  
17 replacement items at full cost.

18 F. Uniform account balances for employees who are furloughed will be  
19 frozen. Payroll deductions will resume when the employee is recalled to  
20 active service.

21 G. Employees who terminate or resign are required to pay any outstanding  
22 uniform account balance to the Company.

23 H. The Company will determine the required basic uniform items.

24 I. Optional uniform pieces may be purchased by employees. Payment for  
25 optional uniform pieces will be a one-time lump sum payroll deduction.

26 J. Protective clothing will be provided by the Company as follows:

27 1. All-weather coats with liners are issued to employees who work in  
28 conditions where below-freezing weather occurs for frequent,  
29 extended periods of time.

30 2. Ear protectors are provided to and must be worn by employees  
31 assigned to positions exposed to aircraft noise.

32 3. Employees transferring outside the bargaining unit or who terminate  
33 or resign are required to return all articles of protective clothing to  
34 the Company.

35

- 1 K. The Company will reimburse the employee for reasonable and approved  
2 alterations such as hemming, shortening of sleeves, taking in the waist,  
3 etc. Alterations cannot change the design of the uniform. Any other  
4 alterations will be at the expense of the employee and must meet with  
5 Company approval.
- 6 L. A Passenger Service Uniform Committee consisting of at least one (1)  
7 male and one (1) female employee from the bargaining unit will meet  
8 with the Company to discuss:
- 9 1. any anticipated major changes in uniform style, color, material, and  
10 appearances standards;
  - 11 2. increases in uniform cost; or
  - 12 3. significant issues of interpretation regarding the Company's uniform  
13 and appearance policy.
- 14 The Passenger Service Uniform Committee's recommendations  
15 regarding these issues will be considered by the Company, however, the  
16 Company reserves the right to make all final decisions related to uniform  
17 policy.
- 18 M. If the Company decides to change the basic uniform issue style, the  
19 Company will pay for all new basic uniform parts. Employees are  
20 required to continue to pay the balance of the initial uniform purchase  
21 plus any additional item(s) purchased.
- 22

1 **Article 24 – Shift Definitions and Premiums**

- 2 A. Shifts are defined based on the scheduled starting time, as follows:
- 3 1. Shift 1: Employees scheduled to report to work at or after 0500, but  
4 before 1200, are on Shift 1. There is no shift premium paid for work  
5 beginning at or after 0500, but before 1200.
- 6 2. Shift 2: Employees scheduled to report to work at or after 1200, but  
7 before 1800, are on Shift 2. Effective December 31, 2011,  
8 employees on Shift 2 are paid Shift 2 rates for the entire shift. The  
9 Shift 2 rate is 51 cents per hour.
- 10 3. Shift 3: Employees scheduled to report to work at or after 1800, but  
11 before 0500, are on Shift 3. Effective December 31, 2011,  
12 employees on Shift 3 are paid Shift 3 rates for the entire shift. The  
13 Shift 3 rate is 58 cents per hour
- 14 4. Effective December 31, 2011, Customer service open-time  
15 employees, Reservations Relief Team employees and employees  
16 working split-shifts shall be paid a relief shift premium of 61 cents  
17 per hour. Such premium will apply to all regularly scheduled hours  
18 worked during the workweek.
- 19 B. Employees working overtime on a scheduled workday continuous with  
20 the regular shift are paid shift premium for the overtime period based on  
21 the starting time of the scheduled shift. The shift premium for employees  
22 who work overtime not continuous with their regular shift will be based  
23 on the starting time of the overtime shift.
- 24 C. Employees who shift trade to work are paid the applicable shift premium.  
25 The employee who shift traded off is not paid shift premium.
- 26 D. Shift premiums as defined above are paid only for hours worked.
- 27 E. Language Premium
- 28 1. The company may establish language premium duty assignments as  
29 determined by the company.
- 30 2. Qualified employees in language premium duty assignments will be  
31 paid language premium for all hours worked.
- 32 3. The Company will establish a language premium of \$0.30 per hour  
33 to be added to the base rate of pay for employees occupying  
34 language premium positions.

35

- 1
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4. Employees occupying, applying for, or transferring into a language premium position may be required to pass a functional proficiency exam (written and/or oral) Specific to passenger service duties as established by the Company and the Union.

1 **Article 25 – Grievance Procedure**

2 A. Grievance Steps

3 The procedure for the presentation and adjustment of disputes or  
4 grievances that may arise will be as follows:

5 Oral Step

6 Any employee or group of employees who believe that any provision of  
7 this Agreement has not been properly applied or interpreted, may orally  
8 present the grievance to their immediate supervisor (management) within  
9 five (5) days of the occurrence that leads to the grievance. The  
10 supervisor shall give an oral decision to the employee(s) within twenty-  
11 four (24) hours of the discussion. Employees may be accompanied by an  
12 accredited representative of the Union at this step. Oral step decisions  
13 are non-precedential.

14 Step 1

15 If the employee is not satisfied with the oral decision of the employee's  
16 immediate supervisor (management) and elects to appeal, the matter must  
17 be reduced to writing on a standard grievance form and given to the local  
18 Director/Manager within five (5) days of the oral decision. The local  
19 Director/Manager will render a decision in writing to the employee  
20 within seven (7) days of receipt of the grievance, and a copy of the  
21 decision will be provided to the accredited representative of the Union.  
22 Step 1 decisions are non-precedential.

23 Step 2

24 If the employee is not satisfied with the Step 1 decision and elects to  
25 appeal, the grievance may be appealed within ten (10) days of the receipt  
26 of the Step 1 decision to the appropriate department Director. The  
27 department Director, or his designee, may, at his discretion, establish a  
28 hearing date to assist in the timely resolution of such grievance. Within  
29 fourteen (14) days of receipt of the appeal, the department Director, or  
30 his designee, will render a decision in writing or schedule a hearing.  
31 When a hearing is conducted, the department Director, or his designee,  
32 will render a decision in writing within seven (7) days of the hearing  
33 date.

34 Step 3

35 If the employee is not satisfied with the Step 2 decision and elects to  
36 appeal, the grievance may be appealed within fourteen (14) days of the  
37 receipt of the Step 2 decision to the Vice President - Labor Relations, or  
38 his designee. The Vice President - Labor Relations, or his designee, shall

1 within fourteen (14) days of the receipt of the appeal schedule meetings  
2 consistent with the availability of the authorized Union representative on  
3 a frequency that will assure timely resolution or disposition of the  
4 grievance. The Vice President - Labor Relations, or his designee, shall  
5 render a decision in writing in the space provided for it on the standard  
6 official grievance form as soon as possible, but not later than fifteen (15)  
7 days following the date of the Step 3 meeting.

8 At the request of either party and by mutual written agreement between  
9 the Vice President - Labor Relations, or his designee, and the authorized  
10 Union representative, the parties may elect to have the grievance by-pass  
11 Step 3 and submit the grievance to the Mediation Process described in  
12 paragraph K.

13 The Union (CWA Staff Representative and above) may file a grievance  
14 directly to Step 3 of the grievance process for non-disciplinary contract  
15 interpretation issues that affect more than one work location.

16 Step 4

17 If no satisfactory adjustment is reached in the previous step, the decision  
18 may be appealed to the System Board of Arbitration by presenting it  
19 through the authorized Union representative. The written appeal must be  
20 submitted to the Vice President - Labor Relations, or his designee, within  
21 thirty (30) days of the receipt of the Step 3 decision.

22 B. Issuance of Discipline

23 No employee who has successfully completed his probationary period  
24 will be disciplined or discharged without being advised in writing of the  
25 charge(s) preferred against him leading to such action. Such notice, or  
26 notice of any other disciplinary action, shall be presented to the employee  
27 not later than thirty (30) days from the time the employee's operating  
28 department learns of the incident upon which such charge(s) is based,  
29 with a copy to the local Shop Steward.

30 C. Disciplinary Grievances Other Than Discharge

31 In cases of discipline other than discharge, the employee may request a  
32 hearing at the Step 1 level. The request for a hearing must be submitted  
33 with the written grievance.

34 The hearing will be scheduled within ten (10) days of the local  
35 Director/Manager's receipt of the grievance. The local Director/Manager  
36 will render a decision in writing to the employee within ten (10) days of  
37 the hearing, and a copy of the decision will be provided to the accredited  
38 representative of the Union, and thereafter Steps 2 and above shall apply.

1 Step 1 decisions are non-precedential. The time frame described in this  
2 paragraph is an exception to the normal time frames within Step 1.

3 D. Discharge Grievances

4 In cases of discharge, the affected employee shall file his initial  
5 grievance with the appropriate department Director within seven (7) days  
6 of the discharge. The department Director, or his designee, shall  
7 schedule a hearing on the discharge grievance within ten (10) days of the  
8 filing of the grievance. The written decision of the department Director  
9 shall be issued within ten (10) days of the hearing, and thereafter Step 3  
10 and above shall apply.

11 E. Remedy

12 The hearing officer of any discipline, suspension or discharge shall have  
13 the authority to grant relief including back pay, seniority and record  
14 correction appropriate to cases where it is decided to reduce or eliminate  
15 disciplinary penalties determined to be unwarranted under the standard of  
16 just cause.

17 F. Time Limits

- 18 1. The time limits set forth in this article may only be waived by  
19 mutual, written agreement of the parties.
- 20 2. Failure of the Company to answer grievances within the prescribed  
21 time limits at any step automatically moves such grievances to the  
22 next level of the grievance procedure.
- 23 3. Failure of the employee or his Union representatives to comply with  
24 any of the prescribed time limits will withdraw any such grievances  
25 from further consideration.

26 G. Probationary Employees

27 Probationary employees may be disciplined or discharged at the Com-  
28 pany's discretion and no probationary employee shall have the right to  
29 grieve any disciplinary or discharge action of the Company.

30 H. Hearings

31 The grievant may be represented at grievance hearings by an authorized  
32 union representative. The Company official to whom a grievance appeal  
33 is submitted under this section may designate another member of  
34 management as hearing officer as necessary.

35



- 1 I. Authorized Union Business
- 2 Union representatives will be allowed necessary time for authorized  
3 Union business during working hours, consistent with the needs of  
4 service, as determined by the Company. Authorized Union business is  
5 that relating to the investigation of grievances, disciplinary action  
6 hearings, and grievance meetings with officials of the Company. In the  
7 conduct of authorized Union business the representative will request  
8 permission to be absent from his Department Head or designee, provide  
9 the reason therefore, and notify his Manager of his return.
- 10 J. Union Activity
- 11 No employee selected as steward or grievance representative of the  
12 Union will be discriminated against for lawful activity on behalf of the  
13 Union.
- 14 K. Mediation Process
- 15 When the Mediation Process is mutually agreed to in order to bypass  
16 Step 3 of the grievance process, the following will apply:
- 17 1. The issues mediated will be the same as the issues the parties have  
18 failed to resolve through the grievance process. The presentation of  
19 evidence is not limited to that presented at any previous step of the  
20 grievance procedure. The rules of evidence will not apply and no  
21 transcript of the Mediation Conference shall be made.
- 22 2. The grievant(s) will have the right to be present for the presentation  
23 of the case. Other attendees will include those individuals needed to  
24 present the parties' positions and to reach agreement with the  
25 authority to bind their respective parties. Non-participating  
26 observers will not be admitted except by mutual agreement of the  
27 parties.
- 28 3. The Company and the Union shall each appoint a principal  
29 spokesperson for the Mediation Conference.
- 30 4. The Mediator has the authority to meet both jointly and separately  
31 with the parties; however, the mediator has no authority to compel  
32 resolution of the grievance.
- 33 5. Any grievance settled during a Mediation Conference that is  
34 intended to be non-precedent setting shall be so stated in a jointly  
35 executed settlement agreement.
- 36

- 1           6. If no settlement is reached during the Mediation Conference, the  
2           Mediator shall provide the parties with an immediate oral advisory  
3           decision involving the interpretation or application of the collective  
4           bargaining agreement, together with the reasons for his decision,  
5           unless both parties agree that no opinion shall be provided.
- 6           7. The advisory decision of the mediator, if accepted by the parties,  
7           shall not constitute a precedent, unless the parties agree otherwise.
- 8           8. Any written material or documentary evidence presented to the  
9           Mediator or to the other party shall be returned to the party present-  
10          ing that material at the end of the Mediation Conference.
- 11          9. In the event that a grievance, which has been the subject of a  
12          Mediation Conference, is subsequently heard before the System  
13          Board of Adjustment, the mediator may not serve as the arbitrator,  
14          nor may he be called as a witness by either party in the Board's  
15          proceedings. During the System Board proceedings on such a  
16          grievance, no reference will be made to the fact that the grievance  
17          was the subject of a Mediation Conference; nor will there be any  
18          reference to statements made, documents provided, or actions taken  
19          by either the Mediator or the participants during the course of a  
20          Mediation Conference, unless the party offering such statements,  
21          documents or actions would have had access or entitlement to them  
22          outside of the Mediation Conference.
- 23          10. By agreeing to schedule a Mediation Conference, the parties are not  
24          waiving any procedural arguments that they may have regarding the  
25          case. Both the Company and the Union reserve the right to raise  
26          jurisdictional or procedural issues notwithstanding their agreement  
27          to schedule such a conference.
- 28          11. All parties in the Mediation Conference, including the Mediator, are  
29          barred from disseminating information pertaining to the conference  
30          and/or individual grievances to the public, the media or like source.
- 31          12. All mediation fees and expenses will be shared equally between the  
32          parties. The Mediation Conference will be held in the same location,  
33          as would a System Board hearing.
- 34          13. Mediators will be selected by mutual agreement of the parties. If the  
35          parties are unable to agree to a mediator, then either party may write  
36          to the other appealing the grievance to the System Board.
- 37          14. If a mediated grievance is not resolved at the mediation conference,  
38          and the grievant elects to appeal, that grievance must be appealed  
39          within thirty (30) days to the System Board of Arbitration.

1 L. Stenographic Report

2 When it is mutually agreed that a stenographic report is to be taken by a  
3 public stenographer of any investigation or hearing provided for in this  
4 Agreement, the cost will be borne equally by both parties to the dispute.  
5 When it is not mutually agreed that a stenographic report of the  
6 proceedings be taken by a public stenographer, the stenographic report of  
7 any such investigation or hearing may be taken by either of the parties to  
8 the dispute. A copy of such stenographic record will be furnished to the  
9 other party to the dispute upon request at a pro rata cost. The cost of any  
10 additional copies requested by either party shall be borne by the party  
11 requesting them, whether the stenographic record is taken by mutual  
12 agreement or otherwise.

13

1 **Article 26 – System Board of Arbitration**

- 2 A. In compliance with Section 204, Title II of the Railway Labor Act, as  
3 amended, there is hereby established a System Board of Arbitration (the  
4 Board) for the purpose of adjusting and deciding grievances which may  
5 arise under the terms of this Agreement.
- 6 B. The Board shall consist of three (3) members; a neutral referee, a member  
7 selected by the Company and a member selected by the Union. Upon  
8 timely receipt of appeal from the Union to the System Board of Arbitration  
9 and the Company’s Vice President-Labor Relations, or following  
10 submission of a Company grievance by the Vice President-Labor Relations  
11 to the System Board of Arbitration and the Union, the Company’s Vice  
12 President-Labor Relations or his designee shall contact the designated  
13 representative of the union to select a mutually agreeable arbitrator to serve  
14 as the neutral member of the Board. The parties will keep each other  
15 advised of their current Board membership.
- 16 C. The neutral arbitrator shall be selected by the Company and the Union from  
17 an established panel of neutrals as described in paragraph (E). If the  
18 Company and the Union cannot agree upon the neutral member, they shall  
19 select him/her by alternately striking names from the panel. The order of  
20 striking shall be determined by coin toss for the first case in which a neutral  
21 member is chosen under these provisions and, in subsequent cases, the  
22 parties shall alternate taking the first strike. Either the Union or the  
23 Company, as the parties determine in each instance, shall contact the  
24 selected neutral, with appropriate notice to the other party, to determine  
25 his/her availability. Unless otherwise mutually agreed upon, if the neutral  
26 member selected for the particular case is unable to serve within ninety (90)  
27 days after his/her selection (or fifteen [15] days in the case of an expedited  
28 hearing), the neutral who remained on the list prior to the last strike shall be  
29 contacted as noted above. Such a procedure will be followed until a panel  
30 member is selected to hear the case.
- 31 D. If the Company or the Union member of the Board considers a grievance  
32 which has been submitted to the Board to have sufficient urgency and  
33 importance, then that member shall provide written notice to the parties and  
34 the other Board member of the need for an expedited arbitration. The  
35 parties shall select an Arbitrator in accordance with the provisions of this  
36 Article as expeditiously as possible. The Board hearing shall take place not  
37 more than fifteen (15) days following notice of the need for expedited  
38 hearing, or at such later date as the parties mutually agree.

39

- 1 E. The panel of neutrals shall consist of nine (9) neutrals. The parties shall  
2 agree on a panel of neutrals in the following manner:
- 3 1. Each party shall provide to the other a list of eleven (11) neutrals  
4 within fourteen (14) days after the signing of this agreement. Any  
5 names found on both lists will be deemed to be members of the  
6 panel. Any other names from either list, which can be agreed upon  
7 by the parties, will also be placed on the panel.
- 8 2. Should the parties fail to agree upon a panel of nine (9) neutrals  
9 within forty five (45) days after the signing of this agreement, then  
10 either party may petition the National Mediation Board (the NMB)  
11 for a list of candidates consisting of the requisite number needed  
12 plus a number of additional candidates equal to three (3) times the  
13 number of remaining neutrals needed. Any candidate offered by the  
14 NMB shall be a member of the National Academy of Arbitrators.  
15 The parties will then use an alternate strike process to arrive at the  
16 necessary number of neutrals, with the order of striking to be  
17 determined by coin toss.
- 18 3. Each panel member shall serve for a minimum period of twelve (12)  
19 months, effective on the date that the parties reach resolution on the  
20 first panel of thirteen. After a panel member has served for a twelve  
21 (12) month period, either the Company or the Union may serve  
22 notice to remove him/her by notifying the other party. Within thirty  
23 (30) days of such notification or if a vacancy occurs on the panel the  
24 parties will endeavor to select a replacement. If the parties cannot  
25 agree on a replacement panel member within thirty (30) days, either  
26 the Union or the Company may petition the National Mediation  
27 Board to provide seven (7) names of arbitrators who are members of  
28 the National Academy of Arbitrators and the Company and the  
29 Union will select under the procedures set forth in (C) above, one (1)  
30 of the seven (7) arbitrators as a replacement panel member.
- 31 F. Hearings of the Board will take place in the Company's corporate  
32 headquarters unless the parties mutually agree otherwise.
- 33 G. The Board shall have jurisdiction over grievances under this Agreement.  
34 The jurisdiction of the Board shall not extend to proposed changes in  
35 hours of employment, rates of compensation or working conditions  
36 covered by this Agreement or any of its amendments.
- 37 H. The Board shall consider any grievance properly submitted to it by the  
38 Union or by the Vice President-Labor Relations when such grievance has  
39 not been previously settled in accordance with the terms provided for in  
40 this agreement.

- 1 I. An employee covered by this Agreement may be represented at Board  
2 hearings by any person designated by him and the Company may be  
3 represented by any person designated by it. Evidence may be presented  
4 both orally and in writing. The Board may summon any witnesses who  
5 are employed by the Company and who may be deemed necessary by the  
6 parties to the dispute.
- 7 J. The decision of the System Board shall be rendered within thirty (30)  
8 days after the close of the hearing. A majority vote of the members of  
9 the Board shall be necessary to make a decision. The decisions will be  
10 final and binding upon the Company, the Union and the grievant(s).
- 11 K. The time limits specified in this Article may be extended by mutual  
12 agreement between the parties to this Agreement.
- 13 L. Nothing contained in this Article will be construed to limit, restrict, or  
14 abridge the rights or privileges accorded either to the employees, the  
15 Company, or their duly accredited representatives under the provisions of  
16 the Railway Labor Act, as amended.
- 17 M. The Board shall maintain a complete record of all matters submitted to it  
18 for consideration, and of all findings and decisions made by it.
- 19 N. Each of the parties will assume the compensation, travel expense and  
20 other expenses of the Board members selected by them.
- 21 O. Each of the parties will assume the compensation, travel expense and  
22 other expenses of the witnesses called or summoned by them. A witness  
23 who is an employee of the Company shall receive free round trip  
24 transportation over the Company system, so far as space is available from  
25 the point of duty or assignment to the point at which he must appear as a  
26 witness, to the extent permitted by law.
- 27 P. The Company and Union members, acting jointly, shall have the  
28 authority to incur such other expenses as, in their judgment, may be  
29 deemed necessary for the proper conduct of the business of the Board,  
30 and such expenses shall be borne one-half (1/2) by each of the parties.  
31 Board members shall be furnished free round trip transportation over the  
32 Company system so far as space is available for the purpose of attending  
33 meetings of the System Board, to the extent permitted by law. Union  
34 Board members who are employees of the Company shall be granted  
35 necessary time off without pay for the performance of their duties as  
36 Board members.
- 37

1 Q. A Board member shall be free to discharge his duty in his capacity as a  
2 System Board member in an independent manner without fear that his  
3 individual relations with the Company or with the Union may be affected  
4 in any manner by any action taken by him in good faith.  
5

1 **Article 27 – Insurance**

2 A. Active and inactive employees covered under this Agreement may elect  
3 to participate in one of the three levels of Medical and Dental coverage  
4 described in Attachment F. Election to participate in the Company’s  
5 insurance programs must be accomplished during the annual open enroll-  
6 ment period. Outside of the annual open enrollment, changes to benefits  
7 may be made within 31 days of a work or family status change (as  
8 defined by Company policy).

9 B. Employees will be eligible for medical and dental benefits as follows:

10 1. The following employees will be eligible for Family medical and  
11 dental coverage;

12 a. Full-time employees

13 b. Part-time employees working in Passenger Service as of  
14 December 13, 1999, who have recall to a full-time Passenger  
15 Service position and have not turned down a recall to a full-time  
16 Passenger Service position.

17 c. Employees working in Passenger Service on the effective date  
18 of this agreement, who subsequently are displaced from a full-  
19 time Passenger Service position to a part-time position,  
20 providing they do not turn down recall to a full-time Passenger  
21 Service position.

22 d. Furlougees, as described in Article 15.C.

23 e. Employees taking EO as described in Attachment B.

24 2. Part-time employees not eligible for coverage as described in B.1  
25 above will be eligible for individual medical and dental benefits.  
26 Part-time employees will be eligible to purchase family medical and  
27 dental benefits at two times the Full-time premium.

28 3. The Company shall have the right to amend this program as a result  
29 of changes in the applicable law or standard insurance accounting  
30 procedures.

31 C. Coverage will cease when an employee begins unpaid leave status except  
32 that coverage may be extended to an employee on Medical Leave and  
33 also as provided for in the Furlough Benefits Article of this Agreement.

34 Employees initially going out on a medical leave of absence after 1/1/05  
35 will not continue company paid benefits beyond 120 days from their last  
36 paid date.

37



- 1 D. Retirement
- 2 1. Employees must have attained the age of at least fifty five (55) and  
3 have completed a minimum of five (5) years of credited service prior  
4 to their last paid day of employment to be eligible for  
5 Medical/Dental coverage during retirement. Retiree Medical and  
6 Dental benefits for employees who retire after 1/1/05 will apply as  
7 described in Attachment F of this Agreement.
- 8 2. Retiree monthly medical contributions will be paid directly by the  
9 retiree.
- 10 E. The following Basic Group Life Insurance is provided by the Company.
- 11 1. Thirty-five thousand dollars (\$35,000) of life insurance coverage for  
12 each full-time employee. An equal amount of accidental death and  
13 dismemberment insurance coverage is included.
- 14 2. Seventeen thousand five hundred dollars (\$17,500) of life insurance  
15 coverage for each part-time employee. An equal amount of  
16 accidental death and dismemberment insurance coverage is included.
- 17 F. Each employee may purchase the following additional Group Life  
18 Insurance: Rates for various life insurance options listed below may vary  
19 from year to year. Any change in rates will be communicated to all  
20 employees.
- 21 1. Full Basic Life Insurance is equal to two (2) times the employee's  
22 basic annual salary. An equal amount of accidental death and  
23 dismemberment insurance coverage is included. Premiums on the  
24 amount of coverage in excess of the first thirty-five thousand  
25 (\$35,000) dollars for a full-time employee and the first seventeen  
26 thousand five hundred (\$17,500) for part-time employees will be  
27 paid by the employee choosing this additional coverage. Maximum  
28 coverage available is two hundred thousand (\$200,000) dollars.
- 29 2. An employee must have Full Basic coverage of two times his basic  
30 annual salary to purchase Option I and must have Full Basic  
31 coverage of two times his basic annual salary and Option I coverage  
32 to purchase Option II coverage.
- 33 a. Option I, optional life insurance equal to an additional one  
34 hundred percent (100%) of the employee's basic annual salary.  
35 Maximum coverage under Option I is one hundred thousand  
36 (\$100,000) dollars.
- 37

- 1                   b. Option II, optional life insurance equal to an additional one  
2                   hundred (100%) percent of the employee's basic annual salary.  
3                   Maximum coverage under Option II is one hundred thousand  
4                   (\$100,000) dollars.
- 5           G. Voluntary Group Accidental Death and Dismemberment Insurance may  
6           be purchased in ten thousand dollar (\$10,000) increments, up to a  
7           maximum of three hundred thousand (\$300,000) dollars.  
8

1 **Article 28 – Pension**

2 A. Effective January 6, 2005, the company will implement a non-elective  
3 contribution of 3% of the employee’s bi-weekly pay (base pay, shift  
4 premium, and overtime, to a 401(k) account for each employee covered  
5 by this Agreement. The 401(k) account also allows employees to defer  
6 pay on a pre-tax basis. The employee contribution is voluntary and is  
7 limited based upon Internal Revenue Service regulations.

8 The company will implement the following are additional features of the  
9 401 (k) plan:

- 10 • Permit after-tax contributions to 401(k) plan.
- 11 • Establish brokerage account in 401(k) plan. All administrative  
12 costs associated with the brokerage account will be borne by the  
13 employee.
- 14 • Permit catch-up contributions to 401(k) Plan pursuant to IRC  
15 Section 414(v).
- 16 • Increase pre-tax elective deferrals in 401(k) Plan to 22% for  
17 non-highly compensated employees.
- 18 • Add periodic distributions to 401(k) Plan.

19 B. In order to be eligible for the Defined Contribution Retirement Program,  
20 the employee must be 18 years of age or older with at least 90 days of  
21 continuous service. This includes part-time and full-time employees.  
22 Participation in the 401(k) is automatic.

23

1 **Article 29 – Training, Travel Pay and Meal Per Diem**

- 2 A. Employees may be required to attend and/or successfully complete  
3 training programs sponsored by the company.
- 4 B. When changes to Company systems, policies or procedures, require  
5 training, employees who fail to successfully complete the required  
6 training program will be permitted one opportunity to retest or repeat the  
7 training program.
- 8 C. Employees who fail to successfully complete Passenger Service training  
9 programs required by the Company as a result of an involuntary  
10 displacement, will be permitted to retest or repeat the training program  
11 and if still unsuccessful, will be permitted to file in-station and system  
12 transfer bids for transfer to any other duty assignment within their group.  
13 In the event the employee is unable to successfully transfer under these  
14 provisions, he will be placed on furlough status and will be prohibited  
15 from transferring to any vacancy requiring the same training curriculum  
16 for a period of one (1) year following the employee's return date.
- 17 D. The Company may assign employees to attend training programs during  
18 their normal shift. Additionally the Company may shift adjust  
19 employees' starting times and/or change employees' days off as  
20 described in Hours of Service Paragraph O, to attend single day training  
21 events. Where the training requirement cannot be scheduled within the  
22 employee's shift, the Company may shift extend such employees  
23 providing such shift extension does not exceed three (3) hours.
- 24 E. Multiple day training events or single day training events that are not  
25 scheduled as described in paragraph D above, will be bid in seniority  
26 order among affected employees. The Company reserves the right to  
27 restrict the number of employees who may attend the training sessions  
28 from each group, classification, duty assignment, shift and/or starting  
29 time.
- 30 F. Compensation for Training
- 31 1. Employees required to attend training on a scheduled workday will  
32 receive pay for the actual classroom hours, plus any hours worked  
33 excluding their regularly scheduled unpaid meal period at straight-  
34 time rates. Effective December 31, 2011, employees noted above  
35 will receive pay at the applicable rate.

36

- 1           2. Employees who are required to attend classroom training outside of  
2           their normally scheduled shift that is not continuous with their  
3           scheduled shift, will be paid the number of actual classroom hours or  
4           a minimum of four (4) hours, whichever is greater, at straight-time  
5           rates. Effective December 31, 2011, employees noted above will  
6           receive pay at the applicable rate.
- 7       G. Employees required to attend training away from the geographic location  
8       of their station will travel on space positive status and are compensated  
9       for travel time as outlined below.
- 10           1. Travel time includes all scheduled flight time; all required  
11           connecting time and required waiting time from the conclusion of  
12           training, excluding overnights.
- 13           2. When air service is not available or not practical and required  
14           ground travel is approved in advance by the Company, employees  
15           will be reimbursed based on official AAA mileage charts for  
16           distances driven to attend training at a rate of \$.28 per mile.
- 17           3. Full-time employees traveling to and/or attending training away  
18           from the geographic location of their station on a scheduled workday  
19           will be compensated for a minimum of eight (8) hours at the straight  
20           time rates for the day. If the travel time plus actual classroom time  
21           plus any hours worked (excluding an unpaid meal period) exceeds  
22           eight (8) hours, travel time will be compensated at straight time  
23           rates.
- 24           4. Part-time employees traveling to and/or attending training away  
25           from the geographic location of their station on a scheduled workday  
26           will be compensated for the minimum hours they were scheduled for  
27           that day at the straight time rates. If the travel time plus actual  
28           classroom time plus any hours worked (excluding an unpaid meal  
29           period) exceeds the employees' regularly scheduled hours, they will  
30           be compensated at the straight time rates.
- 31           5. Employees required to travel on a scheduled day off will be  
32           compensated for travel time at straight-time rates. Effective  
33           December 31, 2011, employees required to travel on a scheduled day  
34           off will be compensated for travel time at the applicable rate.
- 35       H. Meal Per Diem Payments
- 36           When meals are not provided by the Company, per diem payments for  
37           meal expenses are provided to employees required to attend training  
38           away from the geographic location of their station as outlined in this  
39           article.

- 1 Meal per diem payments are as follows:
- 2 1. Breakfast - \$5.00
- 3 Breakfast per diem is provided only on those days when employees
- 4 are required to overnight the day prior to the training session.
- 5 2. Lunch - \$6.00
- 6 3. Dinner - \$12.00
- 7 Dinner per diem is provided when an overnight stay is required and
- 8 the employee's flight to the training/meeting site departs prior to
- 9 6:00 p.m., or whose flight departs from the training/meeting site at
- 10 the conclusion of the training session after 6:00 p.m.
- 11 I. Employees required to travel by air to training who do not have access to
- 12 employee parking at their domicile location, will be reimbursed for
- 13 required standard long term parking fees incurred.
- 14

1 **Article 30 – Safety and Health**

2 A. The Company, Union and employees agree to promote safe and sanitary  
3 conditions in all facilities. Breakrooms will be lighted, ventilated and  
4 heated consistent with the sources of heat, ventilation and light available.

5 B. The Company, Union and employees will cooperate towards prevention  
6 of work related accidents and injuries and the furtherance of an  
7 aggressive safety program.

8 C. A Safety Committee will be established at each reservations center and  
9 each airport, and for all CTOs combined, where employees hereunder are  
10 based. Safety Committees will meet quarterly with the Company to  
11 discuss relevant safety issues. The Union will have one member on each  
12 committee except in those locations where there are more than three  
13 hundred (300) employees, where there shall be two Union  
14 representatives.

15

1 **Article 31 – Part-time Employees**

- 2 A. Part-time employees may be employed by the Company based on the  
3 needs of service as determined by the Company. All of the provisions of  
4 this Agreement shall apply to part-time employees unless otherwise  
5 specified.
- 6 B. The Company will not regularly schedule consecutive part-time shifts  
7 within the same location and duty assignment where the work  
8 requirement can be covered by a single full time employee, nor will the  
9 Company schedule a combination of two part time shifts and one full  
10 time shift where the work requirement can be covered by two full time  
11 employees.

12 **Ready Reserve**

13 In PIT, PHL, CLT, DCA, BOS, LGA, MIA, FLL, TPA, MCO, the  
14 company may establish a Ready Reserve classification not to exceed 5%  
15 of the total represented passenger service headcount at a location.

- 16 1. Ready Reserve employees will be subject to the following  
17 conditions:
- 18 a. be paid at the one year step of the CSA pay scale
  - 19 b. not be eligible for health benefits, pension, vacation, holidays or  
20 sick leave
  - 21 c. be utilized by the company based on needs of service up to a  
22 maximum of 16 hours a week, and may not be utilized beyond  
23 16 hours per week, and are not subject to the provisions of  
24 Article 5 - Hours of Service
  - 25 d. accrue Date of Hire seniority for travel and probationary  
26 purposes only
  - 27 e. not be eligible for overtime pay
  - 28 f. be considered as a new employee for transfer purposes to other  
29 positions within the company
  - 30 g. be released prior to a reduction in force and will not be eligible  
31 for furlough benefits or reduction in force options to displace to  
32 other positions
- 33 2. Ready Reserve work will be selected by Ready Reserve Agents in  
34 seniority order.
- 35



- 1 3. Ready Reserve work will not be regularly scheduled, and Ready  
2 Reserve Agents will only be utilized:
  - 3 a. For scheduled open time lines of work offered to, but not bid by,  
4 open time agents.
  - 5 b. When the overtime availability list has been exhausted.
- 6 4. Ready Reserve positions will be offered to eligible Passenger  
7 Service retirees and furloughees prior to hiring from outside the  
8 group.
- 9 5. Ready Reserve positions will not be considered as available  
10 positions for permanent employees affected by a reduction in force.
- 11 6. Ready Reserve positions cannot be used to replace the attrition or  
12 reduction in force of regularly scheduled employees.
- 13 7. A line of work may not be filled by Ready Reserves for longer than  
14 two weeks unless separated by a two-week period.
- 15

1 **Article 32 – Call Monitoring**

- 2 A. Call monitoring may be utilized by the company. To assure courteous  
3 treatment, accurate information and superior service, customer calls may  
4 be monitored to assist in the training and development of employees,  
5 identification of customer needs and product evaluation.
- 6 B. Where monitoring is conducted, it will be performed by trained observers  
7 with consistent standards applied at all locations and to all employees.  
8 Monitoring includes but is not limited to the following:
- 9 1. Service Observations: Monitoring of this type is intended to  
10 randomly review the performance of the work group to determine  
11 their effectiveness in providing quality service to customers.  
12 Official Service Observations, made at the direction of the Company  
13 for the primary purpose of determining the overall quality of service  
14 furnished to customers, are not intended nor will they be used for the  
15 purpose of identifying or rating the performance of individual  
16 employees.
- 17 2. Diagnostic: Monitoring of this type is intended to review and  
18 evaluate new or changed products, practices and procedures.
- 19 3. Evaluative/Developmental: Monitoring of this type is intended to be  
20 handled in a confidential manner to document performance of the  
21 individual employee for evaluation purposes. Call monitoring of an  
22 employee will be based on criteria established by the Company. The  
23 criteria to determine the amount of monitoring and standards  
24 expected of each employee will be provided to each employee. Any  
25 changes to the criteria will be immediately communicated to the  
26 union.
- 27 C. Feedback from all calls monitored will be provided to the employee by  
28 the end of the day of the completed contact or no later than their next  
29 scheduled work day. The employee will be notified of exceptional  
30 service or gross misconduct immediately.
- 31 D. Employees shall not be disciplined as a result of call monitoring except  
32 for gross misconduct, fraud, violation of privacy of communications, or  
33 when developmental efforts have not been successful.
- 34 E. The Company reserves the right to record calls that will be used for  
35 monitoring.

36

1 **Article 33 – Union Security and Maintenance of Membership**

2 A. Each employee now or hereafter employed in any classification covered  
3 by this Agreement shall, as a condition of continued employment, within  
4 sixty (60) days following the beginning of such employment or the  
5 effective date of this Agreement, whichever is later, become a member  
6 of, and thereafter maintain membership in good standing in the Union  
7 except as provided otherwise herein. Such condition will not apply with  
8 respect to any employee to whom such membership is not available upon  
9 the same terms and conditions as are generally applicable to any other  
10 member of the employee’s classification, or with respect to any employee  
11 to whom membership is denied or terminated for any reason other than  
12 the failure of the employee to tender dues uniformly required of other  
13 members of the classification, as a condition of acquiring or retaining  
14 membership.

15 B. For the purposes of this Section, “membership in good standing in the  
16 Union” shall consist of payment by the employee of dues (as described  
17 herein) for each calendar month not later than the last day of the second  
18 following calendar month, as may be levied in accordance with  
19 procedures set forth in the Union’s Constitution. Each employee of the  
20 Company covered by this Agreement who fails to voluntarily acquire or  
21 maintain membership in the Union shall be required, as a condition of  
22 employment, beginning sixty (60) days after the effective date of this  
23 Agreement or sixty (60) days after the completion of his probationary  
24 period, whichever is later, to pay the Union each month a service charge  
25 as a contribution for the administration of the Agreement and the  
26 representation of such employee. The service charge for the first month  
27 shall be in an amount equal to the Union’s regular and usual monthly  
28 dues, and for each month thereafter in an amount equal to the regular and  
29 usual monthly dues uniformly required as a condition of acquiring or  
30 retaining membership. Any employee disputing the calculation of the  
31 portion of the applicable service fee corresponding to the Union’s costs  
32 in negotiation and administering the Agreement and the representation of  
33 the employees covered by the Agreement shall communicate such  
34 disputes, in writing, to the Union’s Secretary-Treasurer at 501 Third  
35 Street, N.W., Washington, D.C., who shall handle such disputes in  
36 accordance with Union procedures

37 C. All rights of an employee under this Agreement and such supplements  
38 and amendments as may apply are contingent upon his or her acquisition  
39 and maintenance of membership in good standing in the Union.

40

- 1 D. If any employee of the Company covered by this Agreement becomes  
2 delinquent in the payment of this service charge or any Union member  
3 becomes delinquent in payment of his dues, the Union shall notify such  
4 employee by certified mail, return receipt requested, copy to the  
5 Company's Vice President – Labor Relations, that he is delinquent in the  
6 payment of such service charge or membership dues as specified herein  
7 and is subject to discharge as an employee of the Company. Such letter  
8 shall also notify the employee that he must remit the required payment  
9 within a period of thirty (30) days or be discharged. If, upon the  
10 expiration of the thirty (30) day period, the employee still remains  
11 delinquent, the Union shall certify in writing to the Company's Vice  
12 President – Labor Relations, copy to the employee, that the employee has  
13 failed to remit payment within the grace period allowed and is therefore  
14 to be discharged. The Company will, within ten (10) working days after  
15 receipt of notice from the Union, discharge any employee who is not in  
16 good standing in the Union, as defined above.
- 17 E. When new employees are hired into classifications covered by this  
18 Agreement, the Company will furnish to the Union the names, home  
19 addresses and location of employment of such employees within 30  
20 calendar days after they are hired. The Company will make  
21 arrangements for all new employees coming under this Agreement to  
22 have up to two hours during their Company orientation period or during  
23 regular working hours to meet with Union representatives for the purpose  
24 of orienting the new employee to the terms of this Agreement.
- 25 F. Upon receipt by the Company of a signed authorization to the Union of  
26 dues and payable to the Union, the Company will deduct from the  
27 employee's check such dues as are uniformly required as a condition for  
28 acquiring or retaining membership. This assignment shall be revocable  
29 by written notice of the employee, such notice to be sent in duplicate by  
30 certified or registered mail to the Union, or upon the termination date of  
31 the applicable collective bargaining agreement, whichever occurs sooner.  
32 Such assignment shall specify the amount of the dues and shall provide  
33 that the amount of such deduction for membership dues shall be subject  
34 to change upon receipt by the Company of a written certification by the  
35 Union that such dues or assessments have been changed and specifying  
36 the amount thereof.
- 37 G. An employee who has executed a dues authorization and who has been  
38 transferred or promoted to a position to which the provision of this  
39 Agreement are not applicable (excluding  
40 "temporary" or "acting" promotions or transfers) or who quits or resigns  
41 from the Company shall be deemed to have automatically revoked his or  
42 her assignment as of the date of such action. If he or she transfers back

- 1 or returns to a position to which the provisions of this Agreement are  
2 applicable or is rehired, further deductions of Union dues will be made  
3 only upon the execution and receipt by the Union of a new dues  
4 authorization.
- 5 H. After receipt of the authorization, deductions will be made on account for  
6 1/26 of the annualized Union dues from the first paycheck of the  
7 employee for a full pay period after receipt of the authorization and from  
8 each paycheck thereafter.
- 9 I. Deductions provided for in this Section shall be remitted to the properly  
10 authorized Union official during the month following the deduction, and  
11 the Company will furnish a record of the names of those employees from  
12 whom deductions have been made.
- 13 No Deductions shall be made for employees for any period during which  
14 they are on unpaid leave.
- 15 J. The Company will not be liable for any time or wage claims for any  
16 employees discharged by the Company pursuant to a written order by an  
17 authorized Union official.
- 18 K. The Union shall indemnify and save the Company harmless against any  
19 and all claims, demands, suits or other forms of liability that may arise  
20 out of or by reasons of the provisions of this Section, including attorneys  
21 fees and costs incurred in the defense of any such action. The Company  
22 shall promptly notify the Union of any such claim of liability made  
23 against the Company.
- 24 L. An employee discharged under the provisions of this Section will be  
25 deemed to have been “discharged for just cause” within the meaning of  
26 the terms of this Agreement.
- 27

1 **Article 34 – General and Miscellaneous**

- 2 A. Personnel records shall be maintained for all employees by the Company.  
3 An employee and his union representative will be granted access to the  
4 employee's individual personnel records when properly requested in  
5 writing by the employee. Management reserves the right to be present  
6 when employee personnel records are reviewed. This review may be  
7 accomplished prior to any grievance hearing and copies of relevant  
8 documentation will be provided.
- 9 B. A place shall be provided inside of each station marked  
10 "Communications Workers of America" where official Union notices of  
11 interest to the employees may be posted. However, no political circulars  
12 or advertisements will be posted.
- 13 C. Employees covered by this agreement and their immediate families will  
14 be granted the same transportation privileges on the Company's system as  
15 may be established by Company regulations for all personnel.
- 16 D. Passenger Service employees will be considered for vacancies outside the  
17 scope of this Agreement consistent with the Career Opportunity Bulletin  
18 program or transfer policy in effect at the time of the vacancy.
- 19 E. The Company will provide paid parking for all passenger service  
20 employees who park in airport and/or Company parking lots. Where the  
21 Company does not provide employee parking, the Company will  
22 reimburse up to \$40 of the monthly parking fee at a Company-authorized  
23 parking facility. This provision will not apply to replacement charges to  
24 employees for parking decals, stickers, gate keys, or similar items.
- 25 F. In the event a payday falls on a Federal Reserve Bank legal holiday, the  
26 company will make every effort to have paychecks prepared and distrib-  
27 uted on the day preceding such legal holiday.
- 28 G. Employees will be paid every other Friday for the preceding pay period.  
29 An itemized statement will be included indicating all wages and overtime  
30 in addition to listing all Federal, State and local required deductions and  
31 all voluntary employee deductions.
- 32 H. Prior to placement in the employee's file, the Company will provide to  
33 the employee a copy of any complimentary or complaint letter received  
34 regarding such employee, with the understanding that the employee will  
35 not contact the customer without prior approval by the Company. All  
36 complimentary and complaint letters will be removed from the  
37 employee's file after twelve (12) months unless that letter is associated  
38 with discipline, in which case the letter will be subject to the discipline  
39 time limits.

- 1 I. An employee giving at least two (2) weeks notice of his resignation will  
2 be granted one (1) space available round trip pass to be used within thirty  
3 (30) days of the effective date of his resignation.
- 4 J. Employees are required to keep the Company informed as to their current  
5 status including but not limited to any change to their current address and  
6 telephone number, name change, marital status or family status.
- 7 K. Breakrooms, where provided, will be maintained in a neat and orderly  
8 fashion. The Company will make every effort to provide secure space  
9 that is suitable for storage of personal and uniform items at each location.
- 10 L. Stewards and active employees required to attend meetings or hearings  
11 with management, related to the grievance or arbitration procedure, away  
12 from their work location, will travel to such meetings or hearings on  
13 space positive status and are compensated for travel time on the same  
14 basis as employees traveling for training.
- 15 M. Employees required to stay away from home overnight for training or  
16 other company business will be provided single room accommodations.
- 17 N. The Company agrees to provide each employee covered by this  
18 Agreement with a printed and bound copy of the Agreement.
- 19

1 **Article 35 – Amendments to this Agreement**

2 Either party hereto may, at any time, propose in writing to the other party an  
3 amendment(s), which they may desire. For such amendment to be valid there  
4 must be written agreement between the Vice President, Labor Relations, and  
5 the Designated Union official. Amendments made in any other manner will  
6 not be recognized. This would include letters of interpretation, whether local  
7 or systemwide.

8



1 **Article 36 – Compensation**

- 2 A. All employees covered by this agreement will be paid on the scales  
3 contained in Attachment E of this agreement.
- 4 B. Effective January 1, 2005, employees subject to the CSA, CSS, RSA,  
5 CTO Agent, CTO Lead and Club Rep scales will have their pay date  
6 seniority adjusted to reflect placement on the pay scale one pay step  
7 lower than their current pay seniority (pay seniority will be adjusted) and  
8 will be frozen at that step for a period that ends on the first day of the  
9 first pay period following April 1, 2006. (Example: an agent at step 10  
10 would be reduced to step 9 and frozen for the duration of the pay freeze  
11 period, and will return to step 10 on the first day of the first pay period  
12 following April 1, 2006, and then will continue normal pay progression  
13 from that point based on their adjusted pay date seniority). See  
14 Attachment G.
- 15 C. During the pay scale freeze period, employees transferring into a position  
16 covered by the above scale will have their pay seniority adjusted as  
17 described above; and will be frozen at that step until the first day of the  
18 first pay period following April 1, 2006.
- 19 D. CAR, DMSC, BCC, MDA, and Mainline Express employees will be  
20 frozen at their pay step in effect as of January 6, 2005, (Attachment E)  
21 and remain frozen at that step until the first day of the first pay period  
22 following April 1, 2006 (pay seniority will be adjusted to reflect the  
23 change). See Attachments E and G.
- 24 E. The following general increases to pay scales have been incorporated in  
25 the Attachment E pay scales:
- |    |            |               |
|----|------------|---------------|
| 26 | - 1/1/2009 | 3.0% increase |
| 27 | - 1/1/2010 | 4.0% increase |
| 28 | - 1/1/2011 | 4.0% increase |
| 29 | - 1/1/2012 | 2.0% Increase |
- 30 F. New hire employees will be paid the entry rate or at the company's sole  
31 discretion, at the one-year step of the pay scale. In the event that any new  
32 hire employee in a location is paid at the one-year step, then, from that  
33 time forward, all employees with less than one year pay seniority at that  
34 location will be paid at the one-year step and will have their pay seniority  
35 adjusted to reflect that change. Employees hired or placed on step 1 of  
36 the pay scale will not progress to step 2 of the pay scale until they have  
37 completed 2 years of pay seniority credit.

- 1 G. Customer Service Supervisors, Mainline Express Customer Service  
2 Supervisors and CTO Lead Agents will receive \$0.57 per hour above the  
3 applicable Agent rate through 12/30/2011. Effective 12/31/2011, the  
4 CSS/Lead premium will be \$1.15 per hour. Effective 12/31/2011,  
5 Representatives assigned to Customer Service Desks shall be paid \$.61  
6 per hour above the applicable Reservations Sales Representative rate.
- 7 H. Step progression will become effective on the first Monday of the first  
8 pay period following the employee's pay anniversary date.
- 9 I. Employees covered by this agreement will receive a Customer Contact  
10 Premium equal to \$0.25 per hour effective January 1, 2008 in addition to  
11 their base rates of pay. Effective December 31, 2011, the Customer  
12 Contact Premium will be increased to \$0.30 per hour. This provision  
13 does not apply to Mainline Express Employees.
- 14 J. The Company will offer a profit-sharing program for Passenger Service  
15 employees subject to the following conditions:
- 16 Company profit sharing pool to be established at 10% of the pre-tax  
17 profit excluding unusual items (as reported, according to GAAP  
18 accounting practices) for pre-tax margins ranging from 0.1% to 10.0%;  
19 and at the above, plus 15% of any pre-tax profit excluding unusual items  
20 (as reported, according to GAAP accounting practices) in excess of a pre-  
21 tax margin of 10.0%.
- 22 CWA's portion of the profit-sharing pool will be proportionate to CWA's  
23 share of the overall cost savings achieved through the Transformation  
24 Plan.
- 25 An individual Passenger Service employee's profit-sharing payment will  
26 be based on such employee's gross W-2 earnings (prior to any elective  
27 deferrals) for the prior calendar year divided by the gross W-2 earnings  
28 (prior to any elective deferrals) for all eligible Passenger Service  
29 employees for the prior calendar year. At CWA's option, "eligible  
30 Passenger Service employee" may include retired or furloughed  
31 Passenger Service employees who had gross W-2 earnings (prior to any  
32 elective deferrals) for the prior calendar year, subject to applicable law.
- 33

1 **Article 37 – Duration**

2 Except as otherwise noted, this Agreement shall become effective January 6,  
 3 2005, and shall remain in full force and effect pursuant to the Railway Labor  
 4 Act through its amendable date of January 1, 2012 and shall then renew itself  
 5 without change until the date by which each succeeding twelve (12) month  
 6 period thereafter is completed (“Subsequent Amendable Dates”), unless  
 7 written notice of intended change is served in accordance with Section 6,  
 8 Title I, of the Railway Labor Act, as amended, by either party hereto at least  
 9 one hundred eighty (180) days prior to the Initial Amendable Date or  
 10 Subsequent Amendable Dates.

11 The parties will commence bargaining for a new collective bargaining agree-  
 12 ment no later than one hundred eighty (180) days prior to January 1, 2012.

13 In witness whereof, the parties have signed this Agreement January 15, 2005.  
 14

FOR THE COMMUNICATIONS WORKERS OF AMERICA		FOR US AIRWAYS, INC.
/s/Rick Braswell Admin. Assist. To the President CWA		/s/Jerrold A. Glass Sr. Vice President, Employee Relations
Witnesses:		Witnesses:
/s/Timothy C. Yost National Staff Rep	/s/Velvet Hawthorne National Staff Rep	/s/E. Allen Hemenway Vice President Labor Relations
/s/John Hanson Local President	/s/Pam Terry Local President	/s/Donna E. Paladini Vice President, Customer Service
/s/John Tyler Local President	/s/Becky Gerald Local President	/s/Kerry Carstairs Vice President, Direct Distribution
/s/James Root Local President	/s/Betty Grove Local President	/s/Ron Harbinson Director, Labor Relations
/s/Chris Fox Local President	/s/Tina Perry Local President	/s/Shalini Razdan Manager, Labor Relations

1 **Letter of Agreement**

2 Re: Intermediate Reservations Agent Status

3 December 7, 1999

4 Mr. Rick Braswell  
5 Administrative Assistant to the President  
6 CWA

7  
8 Dear Mr. Braswell,

9 This will confirm our conversation in negotiations regarding the Intermediate  
10 Reservations Agent Status.

11 Those agents who hold Intermediate Reservations Agent status on the  
12 effective date of this agreement will keep that status until such time as they  
13 bid into another status or classification or are separated from the company.

14 In the event of a reduction in force, Intermediate Reservations Agents will be  
15 reduced as full-time employees. Should an Intermediate Agent be displaced  
16 to another full-time position, they will be required to work normal full-time  
17 hours and will no longer be considered Intermediate Agents.

18 An Intermediate Reservations Agent is a full-time agent who was assigned a  
19 six (6) hour shift when employed by Piedmont Airlines and was  
20 "grandfathered" under the same scheduling guidelines when Piedmont  
21 Airlines merged with USAir.

22 Sincerely,

23 /s/E. Allen Hemenway  
24 Director  
25 Labor Relations – Ground  
26

27 Accepted and Agreed:

28 /s/Rick Braswell  
29 Administrative Assistant to the President  
30 CWA

31

1 **Letter of Agreement**

2 Re: Scheduling

3 December 7, 1999

4 Mr. Rick Braswell  
5 Administrative Assistant to the President  
6 CWA

7  
8 Dear Mr. Braswell,

9 This will confirm our conversation in negotiations regarding employee  
10 scheduling.

11 A. The parties will meet to explore the feasibility of establishing a ten (10)  
12 hour work day for employees covered by the CWA Passenger Service  
13 contract. It is understood the review will take into account safety issues,  
14 staffing efficiency requirements, employee considerations and must be  
15 cost neutral or cost beneficial to the Company. It is also recognized  
16 some areas or locations may lend themselves to a ten (10) hour work day  
17 more so than others.

18 B. The Company will conduct a single vote at each reservations center to  
19 determine whether the applicable duty assignments in that center will  
20 operate on a rotating days off schedule or a fixed days off schedule. Such  
21 vote will be taken within 120 days of the effective date of this agreement  
22 and if the rotating schedule is elected, it will be effective with the first  
23 bid following the vote.

24 Those centers choosing the option of a rotating days off schedule will  
25 remain on rotating schedules for the duration of the Agreement unless  
26 otherwise agreed to by the Union and the Company.

27 The Company will determine the method and schedule of rotation and the  
28 duty assignments within the center that will operate under the rotating  
29 method. Employees working under a rotating days off schedule will not  
30 be due any overtime occasioned by the rotating shift which would be not  
31 otherwise be occasioned by regular shift scheduling. A work week in the  
32 rotating schedule may consist of more than five (5) scheduled work days,  
33 and fewer than two (2) consecutive scheduled days off to accommodate  
34 the needs of the rotation.

35 1. To make an informed decision regarding rotating shifts, mock  
36 schedules, by duty assignment, will be posted for review. Rotation  
37 patterns, days off, start times and rotation groupings may change

- 1 based on call requirements as determined by the Company. To  
2 submit a vote for rotating shifts, employees must submit a ballot as  
3 provided by the Company, In order to be valid, all ballots must be  
4 signed. All ballots will be kept confidential. Rotating shifts will be  
5 implemented if more than 50% of the eligible voters cast votes in  
6 favor of rotating shifts. Should 50% or less cast votes in favor of  
7 rotating shifts in a center, then fixed shifts will remain in place. A  
8 union steward will be present at the vote count.
- 9 2. Fixed schedules provide each employee consistent days off each  
10 week throughout the complete schedule period. Days off and start  
11 times will be based on call requirements, as determined by the  
12 Company, for each bid period.
- 13 3. Rotating shifts provide varied days off each week within a rotation  
14 pattern. Days off, start times, and rotations will be based on call  
15 requirements as determined by the Company for each bid period.
- 16 While the intent is to minimize varied start times both within each  
17 work week and between work weeks, some rotations will contain  
18 multiple start times within a work week and/or between work weeks.
- 19 4. Rotating shifts may be eliminated in any location if found to be in  
20 conflict with state or federal law or if a jurisdiction imposes a  
21 requirement to pay overtime resulting from rotating shifts.
- 22 5. The following areas or shift types will not be subject to rotating  
23 shifts. However, employees in these areas may participate in the  
24 rotating shift election, as they would be subject to rotating shifts (if  
25 adopted) in the event that they changed to a duty assignment that  
26 operates under rotating shifts.
- 27 • Work schedules created that consistently have less than five  
28 workdays scheduled
  - 29 • Relief schedules
  - 30 • Duty assignments which do not operate on a seven day per week  
31 basis.
- 32 6. Scheduled days off may be adjusted in conjunction with a week of  
33 vacation to allow a maximum of nine days off by adjusting a day or  
34 days off most immediately before or after the vacation period.
- 35 C. The Company will consider input from the Union when establishing shift  
36 schedules at Reservations Centers, Airports and City Ticket Offices.  
37

1 Sincerely,

2 /s/E. Allen Hemenway  
3 Director  
4 Labor Relations – Ground  
5

6 Accepted and Agreed:

7 /s/Rick Braswell  
8 Administrative Assistant to the President  
9 CWA  
10

1 **Letter of Agreement**

2 Re: Vacation Payoff for Transfer Full-time to Part-time or Part-time to Full-  
3 time

4 December 7, 1999

5 Mr. Rick Braswell  
6 Administrative Assistant to the President  
7 CWA

8  
9 Dear Mr. Braswell:

10 This will confirm our conversation in negotiations regarding vacation payoff  
11 for employees who transfer from full-time to part-time or part-time to full-  
12 time during a calendar year.

13 Employees transferring from full-time to part-time or part-time to full-time  
14 will:

- 15 1. Receive payment for the current year's vacation days accrued but not  
16 used as of the effective date of the transfer, or
- 17 2. Reimburse the company through payroll deduction for vacation days  
18 used but not accrued as of the effective date of the transfer.

19 Your signature below indicates the concurrence of the CWA to the terms of  
20 this letter.

21 Sincerely,

22 /s/E. Allen Hemenway  
23 Director  
24 Labor Relations – Ground  
25

26 Accepted and agreed:

27 /s/Rick Braswell  
28 Administrative Assistant to the President  
29 on behalf of the CWA

30



1 **Letter of Agreement**

2 Re: Ticket Lift

3 December 7, 1999

4 Mr. Rick Braswell  
5 Administrative Assistant to the President  
6 CWA

7  
8 Dear Mr. Braswell:

9 This will confirm our discussions during the negotiations of the 1999  
10 Passenger Service Agreement with the phrase "passenger boarding including  
11 ticket lift and/or boarding pass lift/verification" in Classifications, Paragraph  
12 A.1.

13 The Company agrees that "passenger boarding including ticket lift and/or  
14 boarding pass lift/verification" which may be assigned to US Airways flight  
15 attendants includes only those functions ordinarily performed by a customer  
16 service employee or US Airways flight attendant at the boarding gate,  
17 including use of any automated ticket/boarding pass verification system, but  
18 does not include checking baggage or making boarding announcements.

19 Sincerely,

20 /s/E. Allen Hemenway  
21 Director, Labor Relations-Ground  
22

23 Accepted and agreed:

24 /s/Rick Braswell  
25 Administrative Assistant to the President  
26 On behalf of the CWA  
27

1 **Letter of Agreement**

2 December 7, 1999

3 Mr. Rick Braswell  
4 Administrative Assistant to the President  
5 Communications Workers of America, AFL-CIO  
6 501 Third Street, Suite \_\_\_\_  
7 Washington, D.C. \_\_\_\_

8

9 Re: Skycaps

10 Dear Rick:

11 This will confirm our conversations during the negotiations of the 1999  
12 Passenger Service Agreement with regard to Skycaps currently employed by  
13 US Airways, Inc.

14 Section A.2 of the Classifications article as proposed by CWA provides that  
15 work which may be performed by either Passenger Service employees or a  
16 contractor includes "accepting and checking passengers' baggage at non-  
17 ticket counter airport locations," a definition that would include the skycap  
18 function. While the skycap function is subcontracted at most stations, the  
19 Company currently employs a small number of Skycaps at various West  
20 Coast stations. The parties therefore have agreed that the Company may  
21 continue to employ those Skycaps who are currently employees of US  
22 Airways, Inc., without violating Classifications, Paragraph A.2.

23

Sincerely,

24

/s/E. Allen Hemenway

25

Director, Labor Relations-Ground

26

27 Accepted and Agreed:

28

/s/Rick Braswell

29

Administrative Assistant to the President

30

CWA

31

1 **Letter of Agreement**

2 December 7, 1999

3 Mr. Rick Braswell  
4 Assistant to the President  
5 Communication Workers of America,  
6 AFL-CIO  
7 Washington, D.C.

8  
9 Re: Non-Airport Work

10 Dear Rick:

11 This will confirm our discussions during the negotiations leading to the 1999  
12 Passenger Service Agreement with regard to the Company's current practice  
13 of accepting and checking passengers' baggage at non-airport locations.

14 In our discussions, we agreed that the phrase "except as currently performed  
15 by Passenger Service employees" as used in Classifications Paragraph A.2,  
16 referred only to the specific work being performed as of the date of the  
17 Agreement. In any locations where such work is not being performed by  
18 Passenger Service employees as of the date of the Agreement, the Company  
19 may contract out any and all work that may be performed in the future at that  
20 location. The Company also may contract out any work that may be  
21 performed in the future for any new customer(s), and any expansion of work  
22 for existing customers, even where the Company currently uses Passenger  
23 Service employees to perform such work at the same location. Finally, if the  
24 Company elects to use Passenger Service employees to accept and check  
25 baggage at non-airport locations following execution of this Agreement, the  
26 Company may cease using Passenger Service employees, and contract out  
27 such work, at any time.

28 Sincerely,

29 /s/E. Allen Hemenway  
30 Director, Labor Relations-Ground

31 Accepted and agreed:

32 /s/Rick Braswell  
33 Administrative Assistant to the President

34

1 **Letter of Agreement**

2 Morton Bahr  
3 President  
4 Communications Workers of America,  
5 501 Third Street, N.W.  
6 Washington, D.C. 20001-2797  
7

8 Re: US Airways Group As Signatory

9 Dear Mr. Bahr:

10 We write to confirm the following agreements made between the  
11 Communications Workers of America, AFL-CIO, CLC ("CWA"), US  
12 Airways Group, Inc. ("US Airways Group") and US Airways, Inc. ("US  
13 Airways") in the negotiations leading to the 1999 CWA-US Airways  
14 collective bargaining agreement ("the Agreement").

15 US Airways Group, which owns and controls US Airways, agrees that it  
16 and any of its successors (as defined in the Status of Agreement section of the  
17 Agreement) will be bound by the Status of Agreement section of the  
18 Agreement in the same manner as if all references to "the Company" or US  
19 Airways in those provisions expressly referred to US Airways Group.

20 It is further expressly agreed that any disputes between CWA and US  
21 Airways Group and/or US Airways which arise out of the interpretation or  
22 application of this letter or the Status of Agreement section of the Agreement  
23 will be subject to determination through final and binding arbitration. The  
24 parties agree to hold such arbitration before the CWA-US Airways System  
25 Board of Adjustment pursuant to the Agreement and US Airways Group and  
26 US Airways expressly agree to be subject to those System Board of  
27 Adjustment procedures and provisions in all respects.

28 This letter of agreement shall become effective on the date it is signed,  
29 and shall continue in full force and effect concurrent with the provisions of  
30 the Duration Section of the Agreement.

31 Your signature affixed below will confirm your concurrence with the  
32 foregoing.

33

1

Sincerely,

2 US Airways, Inc.

US Airways Group, Inc.

3 By:

By:

4 /s/John M. Hedblom

/s/Lawrence M. Nagin

5 Vice President,

Executive Vice President,

6 Labor Relations

Corporate Affairs and General Counsel

7

8 Accepted and Agreed:

9 /s/Morton Bahr, President

10 Communications Workers of America

11

1 **Letter of Agreement**

2 December 7, 1999

3 Mr. Rick Braswell  
4 Administrative Assistant to the President  
5 Communications Workers of America, AFL-CIO  
6 501 E. Third Street  
7 Washington, D.C.

8  
9 Re: Retirement Lump Sum

10 Dear Rick:

11 This will confirm our agreement during the negotiations of the 1999  
12 Passenger Service Agreement with regard to providing a lump sum retirement  
13 payment for certain Passenger Service employees.

- 14 1. Any Passenger Service employee who (a) was both on the seniority  
15 list and age 55 or over as of the effective date of this Agreement; (b)  
16 was a participant in the Retirement Plan of Certain Employees of US  
17 Airways, Inc. (the "Retirement Plan") at the time that plan was  
18 frozen on December 31, 1991; and (c) has (i) a total projected  
19 pension benefit under the frozen Retirement Plan, the US Airways,  
20 Inc. Employee Savings Plan (the "401(k) Plan"), and the US  
21 Airways, Inc. Employee Pension Plan (the "Money Purchase Plan")  
22 determined as of an age 62 retirement date (or current age if older as  
23 of 1/1/2000) that is less than (ii) the benefit that he/she would have  
24 accrued if the Retirement Plan had not been frozen (excluding any  
25 account balance or benefit accrued under the "401(k) Plan" and the  
26 "Money Purchase Plan") assuming an age 62 retirement date (or  
27 current age if older as of 1/1/2000) will receive a one-time lump sum  
28 contribution to the employee's base account under the Money  
29 Purchase Plan in the amount of \$2000.00.
- 30 2. The contributions shall be made as soon as administratively feasible  
31 following the effective date of the Agreement.
- 32 3. For the purposes of 1 (c) (i), the employee's total projected pension  
33 benefit shall be determined using (a) the employee's monthly benefit  
34 payable in the form of a single life annuity under the Retirement  
35 Plan; (b) the monthly benefit payable in the form of a single life  
36 annuity under the Money Purchase Plan (including actual past and  
37 projected base contributions); and (c) the monthly benefit payable in  
38 the form of a single life annuity under the 401(k) Plan based on past

- 1 profit sharing contributions, and 401(k) savings plan matching  
2 contributions (assumed to be 2.0 percent of pay for all eligible  
3 participants regardless of actual participation).
- 4 4. For purposes of computing the projected benefit at age 62 (or current  
5 age if older as of January 1, 2000), the following assumptions will be  
6 used: (a) a 9.5 percent interest rate; (b) a 2.0 percent annual salary  
7 increase assumption; (c) the 1983 GAM unisex mortality table; (d) a  
8 3.0 percent Social Security Wage Base Index; (e) a 3.0 percent  
9 Social Security inflation rate; and (f) current marital status (for  
10 purposes of determining social security offset).
- 11 5. If the Company is unable to make such contribution to the Money  
12 Purchase Plan due to tax qualifications or other legal requirements,  
13 the Company will pay the lump sum in the form of a direct cash  
14 payment.

15 Sincerely,

16 /s/E. Allen Hemenway  
17 Director, Labor Relations-Ground

18 Accepted and Agreed:

19 /s/Rick Braswell  
20 Administrative Assistant to the President  
21 CWA  
22

1     **Letter of Agreement**                     **00-03**

2     July 24, 2000

3     Mr. Rick Braswell  
4     Administrative Assistant to the President  
5     Communications Workers of America  
6     Washington D.C.

7  
8     Re: Unpaid Short Term Union Leave

9     Dear Mr. Braswell:

10    The following will confirm our understanding on the issue of unpaid short  
11    term union leave and the weekly qualifier for determining overtime premium  
12    eligibility as defined in Article 6, paragraph Q and Article 7, paragraph H.

13    It is agreed that effective immediately and prospectively all short term union  
14    leave hours (unpaid by the company) will count towards the forty (40) hour  
15    weekly qualifier.

16    Sincerely,

17    /s/E. Allen Hemenway  
18    Director – Labor Relations  
19    US Airways, Inc.

20  
21    Accepted and agreed:

22    /s/Mr. Rick Braswell  
23    CWA

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LETTER OF AGREEMENT  
between  
US AIRWAYS, INC.  
and the  
BAGGAGE CALL CENTER EMPLOYEES  
and the  
DIVIDEND MILES SERVICE CENTER EMPLOYEES  
in the service of  
US AIRWAYS, INC.,  
as represented by the  
COMMUNICATIONS WORKERS OF AMERICA

---

BAGGAGE CALL CENTER AND DIVIDEND MILES SERVICE CENTER  
TRANSITION and ACCRETION AGREEMENT

---

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as the "Company") and the BAGGAGE CALL CENTER EMPLOYEES and the DIVIDEND MILES SERVICE CENTER EMPLOYEES in the service of US Airways, Inc., as represented by the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as the "CWA").

WHEREAS, the National Mediation Board has determined that the Baggage Call Center Representatives and the Dividend Miles Service Center Representatives are to be included in Passenger Service as represented by the Communications Workers of America for the purposes of collective bargaining under the Railway Labor Act;

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions. For purposes of this Agreement, the following definitions shall apply.

- a. "Baggage Call Center Representatives" shall mean any employee represented by the CWA within the Baggage Call Center Representative Classification, immediately prior to the Transition Date.
- "Dividend Miles Service Center Representatives" shall mean any employee represented by the CWA within the Senior Dividend Miles Service Center Representative Classification and Dividend Miles Service Center Representative Classification, immediately prior to the Transition Date.

1                   b. "US Airways Passenger Service Personnel" shall mean any  
2 employee represented by the CWA within the crafts or classes of Customer  
3 Service, Reservations, Club, Special Assistance and City Ticket Office  
4 employees employed by US Airways, Inc., immediately prior to the  
5 Transition Date.

6                   2. Transition Date. The Transition Date shall be the first Monday  
7 of the first pay period following December 12, 2000.

8                   3. Passenger Service Integrated Classification Seniority List. On  
9 the effective date of transition, each covered Dividend Miles Service Center  
10 Representative and Baggage Call Center Representative will have a Passenger  
11 Service seniority date established equal to their pre-existing Date of Hire  
12 seniority date.

13                   4. Application of US Airways-CWA Agreement. On the  
14 Transition Date, except as expressly provided in this Transition and Accretion  
15 Agreement, the current agreement between US Airways and CWA shall be  
16 applied in all respects to all Passenger Service Personnel on the Integrated  
17 Seniority List, except as follows:

18 Article 3 – Recognition and Scope

19 L. Each Company Dividend Miles Service Center and each Company  
20 Baggage Call Center is considered to be a separate location for the  
21 purposes of this article. A Center with multiple facilities or buildings  
22 will be considered a single location.

23 M. In the event that the Company merges with another airline, and that other  
24 airline subcontracts Dividend Miles Service Center work, the Dividend  
25 Miles Service Center work covered by Article 4, Section M may be  
26 performed by the subcontractor performing the other airline's Dividend  
27 Miles Service Center work. The above provision applies whether or not  
28 the work subcontracted by the other carrier is subcontracted to a  
29 subsidiary or an entirely separate entity.

30 In the event that the company merges with another airline, and that other  
31 airline subcontracts Baggage Call Center work, then Baggage Call center  
32 work covered by Article 4, Section L, may be performed by the  
33 subcontractor performing the other airline's Baggage Call Center work.  
34 The above provision applies whether or not the work subcontracted by  
35 the other carrier is subcontracted to a subsidiary or a separate entity.

36 If a Baggage Call Center job and/or Dividend Miles Service Center job is  
37 eliminated as a direct result of the outsourcing described above, then  
38 each of those employees whose job is eliminated as a direct result of that  
39 outsourcing (the "affected employees") will be allowed to designate a

1 new Classification Group of Customer Service or Reservations and a  
2 recall city within that group. The Company will make a sufficient  
3 number of positions available in the Customer Service or Reservations  
4 Classification group for those employees. Once each affected employee  
5 elects a new Classification Group and recall city, such assignment will be  
6 permanent and irrevocable. Following this election, each affected  
7 employee will be allowed to displace into the new group as outlined in  
8 Article 12. In the event that any affected employee who has designated a  
9 new recall city within their new classification group is not successful in  
10 displacing into that city and group, such affected employee will be placed  
11 on the recall list for that classification group and city, as outlined in  
12 Article 14.

13 The union will meet and confer with the Company if, in the absence of a  
14 merger, the Company proposes to subcontract Dividend Miles Service  
15 Center work and/or Baggage Call Center work.

16 Article 4 – Classifications

17 Passenger Service consists of the classification groups of Customer Service,  
18 Special Assistance (SAR), US Airways Clubs, City Ticket Office (CTO),  
19 Reservations, Baggage Call Center, and Dividend Miles Service Center.

20 L. Baggage Call Center Representative work performed at a US Airways  
21 Baggage Call Center:

- 22 1. Work performed exclusively by Baggage Call Center  
23 Representatives, includes normal and customary work associated  
24 with the handling of mishandled baggage telephone calls. This  
25 exclusive work includes:
  - 26 a. providing passengers with status updates on their baggage  
27 claims;
  - 28 b. reviewing/amending/updating damaged, delayed/lost, and  
29 pilfered baggage reports;
  - 30 c. creating computerized reports for missing carry-on property;
  - 31 d. creating computerized claims for damaged and pilfered  
32 baggage;
  - 33 e. interfacing with station personnel and delivery companies to  
34 obtain updated baggage and delivery information;
  - 35 f. interfacing with baggage repair companies;
  - 36 g. initiating status calls to passengers with current claims;
  - 37 h. providing basic baggage claim processing information;

- 1 i. initiating action for reporting field discrepancies;
- 2 j. authorizing reimbursement for consequential expenses
- 3 allowable under the Company and departmental rules;
- 4 k. handling the Consumer Affairs Hotline calls;
- 5 l. handling System Baggage Service Desk calls.
- 6 **Note:** The aforementioned work may also be performed by
- 7 Passenger Service employees.
- 8 2. Work that may be performed by a Baggage Call Center
- 9 Representative, or any other employee includes:
  - 10 a. any customer assistance required as a result of an elevated
  - 11 customer call/contact;
  - 12 b. duties involved with System Baggage Services including
  - 13 processing lost and found articles, filing, matching mail;
  - 14 c. any other Baggage Call Center or System Baggage Service work
- 15 M. Dividend Miles Service Center Representative work performed at a US
- 16 Airways Dividend Miles Service Center:
  - 17 1. Work performed exclusively by Dividend Miles Service Center
  - 18 Representatives, includes normal and customary work associated
  - 19 with, (i.) the handling of telephone calls and (ii.) non-automatic
  - 20 electronic correspondence regarding the Dividend Miles
  - 21 Program/US Airways Clubs and Dividend Miles Incentive programs.
  - 22 This exclusive work includes:
    - 23 a. answering inquiries regarding the interpretations of program
    - 24 policies and procedures;
    - 25 b. updating customer accounts;
    - 26 c. processing name and address changes;
    - 27 d. authorizing exceptions to Dividend Miles procedures;
    - 28 e. issuing and entering authorizations for travel and upgrade award
    - 29 travel;
    - 30 f. researching, resolving, and responding to customer complaints
    - 31 and issues regarding the Dividend Miles/US Airways Club
    - 32 programs;
    - 33 g. processing US Airways Club enrollment applications and
    - 34 luggage tag orders;

- 1 h. explaining criteria and marketing strategy of targeted  
2 promotions;
- 3 i. responding to questions and assisting customers regarding  
4 Dividend Miles website;
- 5 j. processing account consolidations requests;
- 6 k. redepositing award tickets;
- 7 l. adding Dividend Miles account numbers to PNRs.
- 8 Normal and customary work associated with the handling of  
9 specialty functions including:
- 10 a. handling telephone calls regarding Dividend Miles Incentive  
11 Programs and the sales of Dividend Incentive certificates;
- 12 b. processing PNR queues regarding pooling of miles with  
13 marketing partners;
- 14 c. processing PNR queues for transatlantic upgrade requests.
- 15 **Note:** The aforementioned work may also be performed by Passenger  
16 Service employees.
- 17 2. Work that may be performed by Dividend Miles Service Center  
18 Representatives or other US Airways employees includes:
- 19 a. processing, indexing, and responding to customer  
20 correspondence, automatic electronic correspondence and other  
21 incoming mail for Dividend Miles and US Airways Clubs  
22 including but not limited to;
- 23 1. answering inquiries regarding the interpretations of  
24 program policies and procedures;
- 25 2. updating customer accounts;
- 26 3. processing name and address changes;
- 27 4. authorizing exceptions to Dividend Miles procedures;
- 28 5. issuing and entering authorizations for upgrade award  
29 travel;
- 30 6. researching, resolving, and responding to customer  
31 complaints and issues regarding the Dividend Miles/US  
32 Airways Club programs;
- 33 7. processing US Airways Club enrollment applications and  
34 luggage tag orders;
- 35 8. explaining criteria and marketing strategy of targeted  
36 promotions;
- 37 9. processing Dividend Miles program enrollments;

- 1 10. composing specific customer feedback;  
2 11. processing account consolidations requests;  
3 12. redepositing award tickets;  
4 13. reconciling incoming check logs;  
5  
6 b. Processing mileage reject and editor reject queues;  
7 c. sending checks to US Airways bank deposit;  
8 d. reconciling emergency certificates;  
9 e. participating in Dividend Miles mini-service centers at off-site  
10 locations;  
11 f. handling escalated telephone calls regarding Dividend Miles  
12 program guidelines/promotions;  
13 g. acting as a liaison with Dividend Miles partners;  
14 h. answering incoming telephone calls regarding Dividend Miles  
15 Incentive Programs and the sales of Dividend Incentive  
16 certificates;  
17 i. any other Dividend Miles work.
- 18 **Note:** Automatic electronic correspondence i.e., electronic correspondence  
19 that requires data to be inserted in an electronic response but does not require  
20 composition of a response (composition includes, but is not limited to, cutting  
21 and pasting) is not the exclusive work of the Dividend Miles Service Center  
22 Representative
- 23 N. Dividend Miles Service Center and Baggage Call Center  
24 supervisors/managers may provide customer assistance required as a  
25 result of an elevated customer call or contact.
- 26 Article 5 – Hours of Service
- 27 B. For Customer Service, Baggage Call Center, and Dividend Miles Service  
28 Center open-time and Reservations relief shift agents, four (4) scheduled  
29 days off will be provided within each two-week pay period. The  
30 Company will make every effort to post lines of work with two  
31 consecutive days off each week.
- 32 E. 5. Part-time shifts for Dividend Miles Service Center employees and for  
33 Baggage Call Center employees are as described in E. 4.
- 34 T. 2. (b) At Reservations centers, Baggage Call Centers and Dividend Miles  
35 Service Centers such deadline will not be earlier than one (1) hour prior  
36 to the trade to be worked.

1 Article 7 – Overtime – Reservations will apply to Dividend Miles Service  
2 Center and Baggage Call Center.

3 Article 19 – Holidays:

4 Holidays as described in paragraph A. will be applicable to Dividend Miles  
5 Service Center and Baggage Call Center.

6 Employees in Dividend Miles Service Center and Baggage Call Center will  
7 remain on their current Holiday Plan for the remainder of 2000.

8 C.2 In addition to provisions in paragraph C, 2. the following will apply:  
9 Employees in Dividend Miles Service Center and Baggage Call Center  
10 will be eligible for a total number of Option II biddable holiday vacation  
11 days equal to ten (10), minus any holidays on which the facility is closed.  
12 Option II employees who are scheduled to work on a Company  
13 designated holiday for which the facility is closed will have the day off  
14 and be compensated eight (8) hours of Holiday Pay. The company will  
15 post holiday closure dates for the following year prior to the employee  
16 bidding of holiday weeks/days. Such holiday closure dates may include  
17 holidays other than the ten (10) designated holidays as defined in Article  
18 19, paragraph A. In the event the company closes a facility on a holiday  
19 other than those described in Article 19, employees may apply any  
20 designated DAT, or take the time as compensatory or unpaid.

21 e. If a holiday falls within an employee’s vacation period and the  
22 facility is closed, he will receive holiday pay in addition to vacation  
23 pay, or receive a DAT day in lieu of holiday pay.

24 Article 20 – Vacations:

25 E. In Class I stations, Dividend Miles Service Center and Reservations,  
26 vacations will be bid separately for full-time and part-time employees  
27 and will be awarded on a Passenger Service seniority basis. In Class II  
28 stations, Baggage Call Center, US Airways Clubs, and City Ticket  
29 Offices, vacations for full-time and part-time employees may be bid  
30 together and will be awarded on a Passenger service seniority basis. The  
31 number of employees from each classification/duty assignment permitted  
32 off at any time may be restricted based on the needs of service. Vacation  
33 bids may be bid separately by classification and/or duty assignment.

34 J. Trading of vacation periods between employees is not permitted. At  
35 airports and CTOs, canceling a vacation period when not simultaneously  
36 awarded another vacation period is not permitted. At reservations  
37 centers, Baggage Call Center, and Dividend Miles Service Center,  
38 vacations other than the minimum two (2) weeks described in Paragraph  
39 M., may be canceled provided the Company is given at least twenty-four

1 (24) hours advance notice. This provision shall be subject to the needs of  
2 service and will not apply when the company has less than 30 days notice  
3 of an available vacation period.

4 Article 30 – Safety and Health

5 C. A Safety Committee will be established at each reservations center,  
6 Dividend Miles Service Center, Baggage Call Center and each airport,  
7 and for all CTOs combined, where employees hereunder are based. A  
8 Safety Committee will meet quarterly with the Company to discuss  
9 relevant safety issues. The Union will have one member on each  
10 committee except in those locations where there are more than three  
11 hundred (300) employees, where there shall be two Union  
12 representatives.

13 Article 36 – Compensation

14 Paragraph K: Representatives assigned to handle escalated customer calls in  
15 the Baggage Call Center and the Dividend Miles Service Center shall be paid  
16 \$.61 per hour above the applicable pay rate for the group.

17 Scheduling – Letter of Agreement

18 A. The Company will consider input from the Union when establishing shift  
19 schedules at Reservations, Airports, Baggage Call Centers, Dividend  
20 Miles Service Centers and City Ticket Offices.

21 In witness whereof, the parties have signed this Agreement this 12<sup>th</sup> day of  
22 December 2000.

23



1	FOR THE COMMUNICATIONS	FOR US AIRWAYS INC.
2	WORKERS OF AMERICA	
3	_____	_____
4	/s/Rick Braswell	/s/E. Allen Hemenway
5	Administrative Assistant to the President	Director Labor Relations
6		
7	_____	_____
8	/s/Tim Yost	/s/Bette O. Wiley
9	National Staff Representative	Manager Labor Relations
10		
11	_____	_____
12	/s/Velvet Hawthorne	/s/Marsha E. Jagodich
13	National Staff Representative	Manager Baggage Call
14	Center	
15	_____	_____
16	/s/Cathy Bumgarner	/s/Carole Blazer
17	Local 3640 President	Manager Dividend Miles
18		
19	_____	
19	/s/Chris Fox	
20	Local 13302 President	
21	_____	
22	/s/Becky Hill	
23	Negotiating Committee	
24	_____	
25	/s/Angela Lane	
26	Negotiating Committee	
27	_____	
28	/s/Elizabeth M. Grigsby	
29	Negotiating Committee	
30		



1 RE: Reduction in Force Displacement Process

2 October 11, 2001

3 Rick Braswell  
4 Assistant to the President  
5 Communications Workers of America

6  
7 Dear Rick:

8 This letter will summarize our agreement resolving issues raised by the  
9 CWA with respect to the application of Article 12, C.

10 **Preamble**

11 1. Article 12 of the US Airways/CWA Passenger Service Agreement  
12 addresses the means by which the full-time passenger service workforce is to  
13 be reduced. The language of Article 12 was primarily taken from the pre-  
14 existing Personnel Policy Guide. Under this language as applied in the past  
15 system furloughs, if there were insufficient system-wide vacancies to  
16 accommodate those employees whose positions are being eliminated at their  
17 locations, "local reductions", the Company created a "system juniority" roster  
18 using a two-step process. The first step in determining where on the seniority  
19 list the "system juniority" line should be placed was accomplished by  
20 counting backwards up the system seniority roster to achieve the necessary  
21 number of positions to be made available for bid by employees in local  
22 reductions. The second step in placing the "system juniority" line required  
23 the Company to identify the number of employees in the local reductions who  
24 requested, in their individual preferences, "furlough" or part-time in present  
25 location" as a first choice. Once that number was determined, the "system  
26 juniority" line was adjusted downward by at least that number. All  
27 employees in the "system juniority" were considered, in the displacement  
28 process, to be vacancies.

29 2. After the "system juniority" line was established as described above,  
30 the local reduction bid preferences were processed in seniority order,  
31 awarding the most senior employees' preferences first. Without further  
32 refinement, this system could result in more senior employees on the "system  
33 juniority" list being displaced, while more junior employees on the "system  
34 juniority" list were unaffected. Therefore, the company had always allowed  
35 those employees below the "system juniority" line to complete a displacement  
36 package, allowing them to displace other yet more junior employees in the  
37 "system juniority" group.

1           3. The company processed the current displacements with the process  
2 described in paragraphs "1." And "2." above. While this was the historical  
3 company method of accomplishing displacements under this language, and it  
4 is what the company considers to be the proper application of the language,  
5 the union, following the issuance of the displacement results, filed a  
6 grievance objecting to this method.

7           4. The CWA takes the position that each employee who is reduced as  
8 part of the local reduction may only displace the most junior employee in the  
9 system at the moment that his or her displacement notice is processed. Under  
10 the CWA method, when an employee lists as a choice a location occupied by  
11 the most junior employee in the system, the employee is awarded that city  
12 and that award is final. When an employee is not awarded a city in the  
13 displacement process (due to the most junior person in the system not being  
14 in a city listed by the locally reduced employee) then his displacement notice  
15 goes to a suspense list and he is considered along with the next most junior  
16 employee(s) in processing the list and making awards. Once an award is  
17 made for an employee on a suspense list, such award is final. In CWA's  
18 view, this method is necessary to honor the language and intent of the  
19 collective bargaining agreement at Article 12, C.2, which calls for the system  
20 displacement of "the most junior full-time employees in the classification on  
21 the system." CWA asserts that the implementation of its method is necessary  
22 to ensure that only the least senior people on the seniority list are bumped,  
23 and to ensure that there is only one round of bumping, with no "ricochet  
24 bumping." Finally, CWA believes this method to be consistent with its  
25 interpretation of the agreement during bargaining and with its explanation to  
26 members of the displacement process.

27           5. Two examples are attached on Exhibit A. Example 1 shows the  
28 company's past method of processing displacements. Example 2 is based on  
29 the same set of facts, but processed using the union's interpretation and  
30 methodology.

31           6. Grievance Number 14756 was filed by the CWA on behalf of  
32 passenger service employees allegedly harmed by the Company's application  
33 of system juniority as described in Paragraphs "1." through "3." above.

34  
35

1 **Statement of Agreement**

2 In an effort to avoid a long and protracted dispute and arbitration on this  
3 issue, the parties agree as follows:

4 A. The company agrees to re-process the current awards using the  
5 union's interpretation and methodology of Article 12, as described in  
6 paragraphs "4." And "5." above, and to use that interpretation and  
7 methodology in future system furloughs.

8 B. The Union agrees to withdraw Grievance Number 14756 with  
9 prejudice, and agrees that no other grievances will be filed or  
10 processed by the CWA or employees who are affected by the  
11 implementation of CWA's interpretation and methodology. CWA  
12 further agrees that it will defend and indemnify the company in any  
13 litigation arising out of application of CWA's interpretation and  
14 methodology, insofar as such litigation involves claims by person(s)  
15 who claim to have lost rights under CWA's interpretation that they  
16 would have had under the company's interpretation.

17 C. To accomplish this change in processing, the effective date of  
18 furloughs will be moved to October 16th, 2001. The displacement  
19 awards will be reprocessed using the original displacement bids  
20 submitted by employees.

21 Sincerely,

22 /s/Allen Hemenway  
23 Director Labor Relations – Ground  
24

25 Agree and concur:

26 /s/Rick Braswell  
27 Assistant to the President  
28 Communications Workers of America  
29

**Exhibit A:**

**Local**

**System Juniority**

<b>Employee</b>	<b>City</b>	<b>Seniority</b>	<b>Bids in Preferential Order</b>
A	LAX	01/10/69	CLT, TPA, PIT
B	CLE	02/04/70	TPA
C	SYR	08/10/73	TPA, PHL
D	IND	09/21/75	PIT, TPA

**Reductions**

<b>City</b>	<b>Seniority</b>
CLT	10/20/95
MHT	07/12/99
TPA	12/04/99
PHL	09/11/00

Using the information above, the Company's interpretation of Article 12, C.2.b would result in the following displacement awards:

**Example 1:**

**Local**

**System Juniority (Snapshot)**

<b>Employee</b>	<b>City</b>	<b>Seniority</b>	<b>Bids in Preferential Order</b>	<b>Award</b>
A	LAX	01/10/69	CLT, TPA, PIT	CLT
B	CLE	02/04/70	TPA	TPA
C	SYR	08/10/73	TPA, PHL	PHL
D	IND	09/21/75	PIT, TPA	Furlough

**Reductions**

<b>City</b>	<b>Seniority</b>	<b>Result</b>
CLT	10/20/95	Displaced by Employee A (second round bid activated)
MHT	07/12/99	Displacement Rescinded
TPA	12/04/99	Displaced by Employee B (second round bid activated)
PHL	09/11/00	Displaced by Employee C (second round bid activated)

Using the same information above, the Union's interpretation of Article 12, C.2.b would result in the following displacement awards:

**Example 2:**

**Local  
System Juniority**

Employee	City	Seniority	Bids in Preferential Order	Round	Award
A	LAX	01/10/69	CLT, TPA, PIT	1	Suspense – did not bid PHL
				2	Awarded TPA after C was awarded PHL
B	CLE	02/04/70	TPA	1	Suspense – did not bid PHL
				3	Suspense – did not bid MHT
				4	Furloughed – did not bid MHT
C	SYR	08/10/73	TPA, PHL	1	Awarded PHL
D	IND	09/21/75	PIT, TPA	3	Furloughed – Did not bid MHT

**Reductions**

City	Seniority	Result
CLT	10/20/95	Unaffected
MHT	07/12/99	Unaffected
TPA	12/04/99	Displaced by Employee A
PHL	09/11/00	Displaced by Employee C





1 September 17, 2002

2 Rick Braswell  
3 Administrative Assistant to the President  
4 CWA

5

6 Dear Mr. Braswell:

7 This letter will summarize our agreement resolving issues raised by the CWA  
8 with respect to the application of Article 12, Paragraph C. and Article 14,  
9 Paragraph B. relative to the Express classification of Passenger Service.

10 For non-hub stations where mainline jet service is replaced entirely with  
11 Express service and the above provisions are implemented, the following will  
12 apply:

- 13 1. Employees may choose to bid Express classification in the closing  
14 location in addition to indicating their displacement preferences.
- 15 2. Employees will be required to list their selections in preferential order,  
16 and indicate at which point they are willing to accept an Express  
17 classification position in their closed location.
- 18 3. If the employee is awarded Express classification in the closing location,  
19 other than as their first choice, then they will have recall to the location  
20 listed as their first choice in the displacement process.

21 Sincerely,

22 /s/E. Allen Hemenway, Director Labor Relations Ground  
23

24 Accepted and Agreed:

25 /s/Rick Braswell, CWA  
26  
27

1 Attachment A

2

<b>Copays, Deductibles &amp; OOP Maximums (From the January 2003 Restructuring Agreement)</b>													
<b>Year</b>		<b>2003</b>		<b>2004</b>		<b>2005</b>		<b>2006</b>		<b>2007</b>		<b>2008</b>	
<b>Deductible (single/family)</b>													
	80/60 PPO Plan												
	In-network	\$300	\$600	\$300	\$600	\$300	\$600	\$450	\$900	\$450	\$900	\$450	\$900
	Out-of-network	\$600	\$1,200	\$600	\$1,200	\$600	\$1,200	\$900	\$1,800	\$900	\$1,800	\$900	\$1,800
	90/70 PPO Plan												
	In-network	\$150	\$300	\$150	\$300	\$150	\$300	\$225	\$450	\$225	\$450	\$225	\$450
	Out-of-network	\$300	\$600	\$300	\$600	\$300	\$600	\$450	\$900	\$450	\$900	\$450	\$900
	100/80 PPO Plan												
	In-network	\$150	\$300	\$150	\$300	\$150	\$300	\$225	\$450	\$225	\$450	\$225	\$450
	Out-of-network	\$300	\$600	\$300	\$600	\$300	\$600	\$450	\$900	\$450	\$900	\$450	\$900
<b>OOP Maximum (single/family)</b>													
	80/60 PPO Plan												
	In-network	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	\$4,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000
	Out-of-network	\$4,000	\$8,000	\$4,000	\$8,000	\$4,000	\$8,000	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000
	90/70 PPO Plan												
	In-network	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	\$2,000	\$1,500	\$3,000	\$1,500	\$3,000	\$1,500	\$3,000
	Out-of-network	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	\$4,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000
	100/80 PPO Plan												
	In-network	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Out-of-network	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	\$4,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000

<b>Office Copays</b>												
	Primary Care Physician	\$15	\$15	\$15	\$25	\$25	\$25					
	Specialist	\$25	\$25	\$25	\$40	\$40	\$40					
<b>Prescription Drug Copay</b>												
	Retail											
	Generic	\$10	\$10	\$10	\$15	\$15	\$15					
	Formulary Brand	\$20	\$20	\$20	\$30	\$30	\$30					
	Nonformulary Brand	\$35	\$35	\$35	\$50	\$50	\$50					
	Mail Order											
	Generic	\$20	\$20	\$20	\$30	\$30	\$30					
	Formulary Brand	\$40	\$40	\$40	\$60	\$60	\$60					
	Nonformulary Brand	\$70	\$70	\$70	\$100	\$100	\$100					

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**US Airways**  
**Eligible Actives, Inactives, Full Time- CWA**  
**(From the January 2003 Restructuring Agreement)**

**Attachment A-1**

		<b>PPO 80/60 - Flat 7.0%</b>				<b>PPO 90/70 - Flat 14.0%</b>				<b>PPO 100/80 - Flat 19.4%</b>			
	<u>Trend</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>	<u>Ee</u>	<u>Ee + Sp</u>	<u>Ee+ Ch</u>	<u>Ee + Fam</u>
2003													
Contribution Base		230.06	460.12	437.59	760.15	249.03	498.07	473.16	823.00	265.64	530.09	504.00	876.36
Employee		16.00	32.00	31.00	53.00	35.00	70.00	66.00	116.00	52.00	103.00	98.00	170.00
Contribution													
2004													
Contribution Base	15%	264.57	529.14	503.23	874.17	286.39	572.78	544.14	946.45	305.48	609.60	579.60	1,007.81
Employee		19.00	37.00	35.00	61.00	40.00	80.00	76.00	133.00	59.00	118.00	113.00	196.00
Contribution													
2005													
Contribution Base	15%	304.26	608.51	578.71	1,005.30	329.35	658.70	625.76	1,088.42	351.30	701.04	666.54	1,158.98
Employee		21.00	43.00	41.00	70.00	46.00	93.00	88.00	153.00	68.00	136.00	129.00	225.00
Contribution													
2006													
Contribution Base	14%	337.73	675.45	642.37	1,115.88	365.58	731.16	694.59	1,208.15	389.94	778.15	739.86	1,286.47
Employee		24.00	47.00	45.00	78.00	51.00	103.00	98.00	170.00	76.00	151.00	144.00	250.00
Contribution													
2007													
Contribution Base	13%	381.63	763.26	725.88	1,260.94	413.11	826.21	784.89	1,365.21	440.63	879.31	836.04	1,453.71

Employee Contribution		27.00	53.00	51.00	88.00	█	58.00	116.00	110.00	192.00	█	86.00	171.00	162.00	282.00
2008 Contribution Base	12%	427.43	854.85	812.99	1,412.25	█	462.68	925.36	879.08	1,529.04	█	493.51	984.83	936.36	1,628.16
Employee Contribution		30.00	60.00	57.00	99.00	█	65.00	130.00	123.00	215.00	█	96.00	191.00	182.00	316.00
						█					█				

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2 *Notes:*

- 3 1) Eligible Part Time rates are two times Full Time rates.
- 4 2) Any applicable Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement
- 5
- 6 3) Trends in 2006 were reduced by 3% to avoid double counting due to the indexing of Co-Pays, Deductibles, and OOP maximums.

1 **Attachment A-3**

**Split Families - Full-Time - CWA**  
**(From the January 2003 Restructuring Agreement)**

**80% Plan**

Year	Single Coverage		E+S Coverage		E+C Coverage		Family Coverage			
	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+ Sps <65	Ret 65+ Sps 65+	Ret <65 Sps <65	Ret <65 Sps 65+
2003	18.00	16.00	34.00	34.00	34.00	31.00	49.00	52.00	53.00	49.00
2004	22.00	19.00	41.00	41.00	41.00	35.00	57.00	62.00	61.00	57.00
2005	26.00	21.00	47.00	47.00	47.00	41.00	67.00	73.00	70.00	67.00
2006	30.00	24.00	54.00	54.00	54.00	45.00	75.00	84.00	78.00	75.00
2007	34.00	27.00	61.00	61.00	61.00	51.00	85.00	95.00	88.00	85.00
2008	37.00	30.00	67.00	67.00	67.00	57.00	94.00	104.00	99.00	94.00

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**90% Plan**

Year	Single Coverage			E+S Coverage		E+C Coverage		Family Coverage			
	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+ Sps <65	Ret 65+ Sps 65+	Ret <65 Sps <65	Ret <65 Sps 65+
2003	38.00	35.00	Ret 65+	73.00	73.00	73.00	66.00	104.00	111.00	116.00	104.00
2004	45.00	40.00		85.00	85.00	85.00	76.00	121.00	130.00	133.00	121.00
2005	54.00	46.00		100.00	100.00	100.00	88.00	142.00	154.00	153.00	142.00

2006	62.00	51.00	113.00	113.00	113.00	98.00	160.00	176.00	170.00	160.00
2007	71.00	58.00	129.00	129.00	129.00	110.00	181.00	199.00	192.00	181.00
2008	78.00	65.00	143.00	143.00	143.00	123.00	201.00	220.00	215.00	201.00

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**Attachment A-3 continued**

**US Airways  
Split Families - Full-Time – CWA  
(From the January 2003 Restructuring Agreement)**

100% Plan

100% Plan										
Single Coverage			E+S Coverage		E+C Coverage		Family Coverage			
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+ Sps <65	Ret <65 Sps 65+	Ret 65 Sps <65	Ret <65 Sps 65+
2003	80.00	52.00	132.00	132.00	132.00	98.00	178.00	212.00	170.00	178.00
2004	95.00	59.00	154.00	154.00	154.00	113.00	208.00	249.00	196.00	208.00
2005	113.00	68.00	181.00	181.00	181.00	129.00	242.00	295.00	225.00	242.00
2006	131.00	76.00	207.00	207.00	207.00	144.00	275.00	339.00	250.00	275.00
2007	148.00	86.00	234.00	234.00	234.00	162.00	310.00	383.00	282.00	310.00
2008	163.00	96.00	259.00	259.00	259.00	182.00	345.00	423.00	316.00	345.00

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*Notes:*

4

1) Eligible Part Time rates are two times Full Time rates

5

2) Any eligible Defined Dollar Benefit (DDB) caps are suspended until the day prior to the expiration of the Collective Bargaining Agreement

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1 **Attachment A-4**

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**US Airways  
Managed Dental Plan – CWA  
(From the January 2003 Restructuring Agreement)  
Eligible Actives, Inactive  
Flat 10.0% Employee Contribution**

	Trend	Ee	Ee + Sp	Ee+ Ch	Ee + Fam
2003					
Contribution Base		26.00	52.00	49.00	86.00
Employee Contribution		2.60	5.20	4.90	8.60
2004					
Contribution Base	6%	28.00	55.00	52.00	91.00
Employee Contribution		2.80	5.50	5.20	9.10
2005					
Contribution Base	6%	30.00	58.00	55.00	96.00
Employee Contribution		3.00	5.80	5.50	9.60
2006					
Contribution Base	6%	32.00	61.00	58.00	102.00
Employee Contribution		3.20	6.10	5.80	10.20

2007					
Contribution Base	6%	34.00	65.00	61.00	108.00
Employee Contribution		3.40	6.50	6.10	10.80
2008					
Contribution Base	6%	36.00	69.00	65.00	114.00
Employee Contribution		3.60	6.90	6.50	11.40

Notes:

- 1) Eligible Part Time rates are two times Full Time rates.

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1 **Attachment A-5**

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**US Airways  
Managed Dental Plan- Split Family Rates- CWA  
(From the January 2003 Restructuring Agreement)**

**Full-Time**

Year	Single Coverage		E+S Coverage		E+C Coverage		Family Coverage			
	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
	Sps <65	Sps 65+	Sps <65	Sps 65+	Sps <65	Sps 65+	Sps <65	Sps 65+	Sps <65	Sps 65+
2003	26.00	2.60	28.60	28.60	28.60	4.90	30.90	54.60	8.60	30.90
2004	28.00	2.80	30.80	30.80	30.80	5.20	33.20	58.80	9.10	33.20
2005	30.00	3.00	33.00	33.00	33.00	5.50	35.50	63.00	9.60	35.50
2006	32.00	3.20	35.20	35.20	35.20	5.80	37.80	67.20	10.20	37.80
2007	34.00	3.40	37.40	37.40	37.40	6.10	40.10	71.40	10.80	40.10
2008	36.00	3.60	39.60	39.60	39.60	6.50	42.50	75.60	11.40	42.50

**Part-Time**

	Single Coverage		E+S Coverage		E+C Coverage		Family Coverage			
	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret 65+	Ret <65	Ret <65
Year	Ret 65+	Ret <65	Ret 65+	Ret <65	Ret 65+	Ret <65	Sps <65	Sps 65+	Sps <65	Sps 65+
2003	26.00	5.20	31.20	31.20	31.20	9.80	35.80	57.20	17.20	35.80
2004	28.00	5.60	33.60	33.60	33.60	10.40	38.40	61.60	18.20	38.40
2005	30.00	6.00	36.00	36.00	36.00	11.00	41.00	66.00	19.20	41.00
2006	32.00	6.40	38.40	38.40	38.40	11.60	43.60	70.40	20.40	43.60
2007	34.00	6.80	40.80	40.80	40.80	12.20	46.20	74.80	21.60	46.20
2008	36.00	7.20	43.20	43.20	43.20	13.00	49.00	79.20	22.80	49.00

*Notes:*

- 1) Eligible Part Time rates are two times Full Time rates.

1 **RE: Employment and other conditions at Wholly Owned Carriers (from**  
2 **September 2002 Restructuring Agreement)**

3 A. US Airways shall request PSA, Piedmont, Allegheny and Mid Atlantic  
4 Airways (hereafter “Wholly Owned Carriers”) to make job offers and  
5 employ furloughed Employees who apply for Wholly Owned Carrier  
6 Vacancies in accordance with the following provisions. It is recognized,  
7 however, that US Airways does not control the hiring and employment  
8 policies of the Wholly Owned Carriers, and thus cannot be responsible  
9 for their compliance with these provisions. US Airways will request that  
10 the Wholly Owned Carriers indicate, in writing, within seven (7) days of  
11 the agreement between the Company and the Union, whether they will  
12 comply with the provisions below.

13 1. Employees who are furloughed on or after the effective date of this  
14 agreement who desire transfer to a Wholly Owned Carrier Vacancy  
15 will be required to notify the Wholly Owned Carrier and submit their  
16 application to the Wholly Owned Carrier. Employees who are on  
17 furlough as of the effective date of this agreement who are interested  
18 in applying for Vacancies at the Wholly Owned Carrier must submit  
19 their application to the Wholly Owned Carrier within forty-five (45)  
20 days of the date that the Wholly Owned Carrier notifies the  
21 Employee that it will begin to accept applications. Applications  
22 must include all locations for which the employee is applying.

23 2. The Wholly Owned Carrier will be requested to offer employment to  
24 any qualified furloughed Employee who has applied under the terms  
25 stated in item (1) above prior to employing anyone else in that  
26 Vacancy. As employment opportunities become available, the  
27 Wholly Owned Carrier will be requested to offer such positions in  
28 relative seniority order to qualified Employees who have submitted  
29 applications in accordance with this Agreement.

30 3. Furloughed Employees who accept positions at the Wholly Owned  
31 Carrier under these terms will be entitled to such seniority and terms  
32 and conditions of employment as are applicable in the CBA or  
33 employment policies of the Wholly Owned Carrier. Severance  
34 allowance, and any other benefits to which these Employees are  
35 entitled under the US Airways CBA shall not cease, or be adversely  
36 affected, upon the effective date of hire at the Wholly Owned  
37 Carrier.

38 4. Wholly Owned Carriers will be requested to release Furloughed  
39 Employees who accept recall or transfer back to US Airways  
40 positions in order to comply with report dates pursuant to the terms  
41 of the US Airways CBA.

1           5. In addition to the above and as a condition to this agreement between  
2           the Company and the Union, the President of Mid Atlantic Airways  
3           (“MDA”) will be asked to provide a letter to CWA addressing  
4           MDA’s commitments, if any, regarding union recognition, the  
5           bargaining process for a first contract and hiring procedures. This  
6           letter will be provided to the Union prior to concluding the  
7           agreement between the Company and the Union. For Company  
8           employees hired by MDA, Severance Allowance and any other  
9           benefits to which these Employees are entitled under the US  
10          Airways CBA shall not cease, or be adversely affected, upon the  
11          effective date of hire at MDA.

12          B. Furloughed Employees hired at a Wholly Owned Carrier after the  
13          effective date of this agreement, will continue to be considered on  
14          furlough from US Airways and will continue to accrue US Airways  
15          seniority until recall to the status (full-time or part-time) the employee  
16          was furloughed from is accepted or rejected.

17          **II. Definitions**

18          The following definitions apply to certain terms used in this Agreement.

- 19          1. Employees. The term “Employees” refers to Passenger Service  
20          employees of US Airways represented by the CWA.
- 21          2. Vacancies. The term “vacancies” refers to vacant job positions in  
22          Passenger Service craft or class.

23

1 **RE: Returns (from September 2002 Restructuring Agreement)**

2 September 4, 2002

3 Morton Bahr  
4 President  
5 Communications Workers of America  
6 501 Third Street, N. W.  
7 Washington, DC 20001-2797

8

9 Dear Mr. Bahr:

10 This letter will confirm the parties' agreement as part of the 2002 US Airways  
11 Restructuring Program with regard to returns available to the Passenger  
12 Service group. The CWA may elect either of the two options as described  
13 below. Such election will be made on a one-time basis and in a reasonable  
14 time frame prior to the completion of the restructuring process.

15 **OPTION A: Profit Sharing**

16 **OPTION B: Restricted Stock**

17 Restricted stock equal to 2.0% of the fully diluted outstanding common  
18 shares of US Airways Group, Inc., at the time of consummation of the US  
19 Airways plan of reorganization. This restricted stock would vest one-seventh  
20 (1/7th) per year over seven years.

21 Sincerely,

22

23 Jerrold A. Glass  
24 Senior Vice-President Employee Relations  
25 USAirways Inc.

26

27 cc: Neal Cohen, Douglas McKeen, Al Hemenway

28 **Equity (Returns) Letter dated September 4, 2002 (from January 2003**  
29 **Restructuring Agreement)**

30 The Option B - Restricted Stock provision outlined in the September 4, 2002  
31 Returns letter will have an accelerated vesting schedule as follows:

- 32 • 25% on the first day of the month that occurs at least 60 days following  
33 emergence from bankruptcy  
34 • 25% on January 1 of the year following emergence from bankruptcy  
35 • 25% on January 1 of the second year following emergence from  
36 bankruptcy  
37 • 25% on January 1 of the third year following emergence from bankruptcy

38



1 June 28, 2005

2 Mr. Nick Manicone  
3 Communication Workers of America  
4 501 3<sup>rd</sup> Street NW  
5 Washington DC 20001-2797

6  
7 Dear Nick:

8 This correspondence is a follow-up to our conversation on Monday June 27,  
9 2005. As you know, the transformation plan agreement included language  
10 regarding a profit sharing plan and a provision regarding the possibility of  
11 employee equity. During negotiations for that agreement, we made it clear  
12 that the profit sharing plan we proposed might not be available due to other  
13 commitments that the Company might have to make in order to emerge from  
14 bankruptcy. For that reason, the profit sharing language contained three  
15 conditions, which included approval by the US Airways Group, Inc. Board of  
16 Directors and approval as part of the Company's confirmed plan of  
17 reorganization (POR) in our ongoing Chapter 11 case.

18 We are pleased to propose a POR that will include a substantial profit-sharing  
19 plan that will give US Airways employees access to a larger potential pool of  
20 profits through our combination with America West. However, in order for  
21 the Company to obtain financing necessary to complete the POR and emerge  
22 from bankruptcy, changes to the profit-sharing formula set forth in the  
23 transformation plan agreement were required. Those changes, which we  
24 communicated to you on Friday, are as follows: instead of the plan paying out  
25 10% of the first 5% of pre-tax profit and 25% thereafter, the plan will pay out  
26 10% of the first 10% of pre-tax profit and 15% thereafter. This revised plan  
27 was approved by the US Airways Group, Inc. Board of Directors on June 23,  
28 2005.

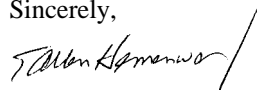
29 The transformation plan agreements also provided that AFA, CWA, IAM and  
30 the TWU might be permitted to opt for equity participation instead of profit  
31 sharing, depending on the participation of other key stakeholders. Based on  
32 the POR that the Company intends to file, the Board of Directors did not  
33 approve any equity participation by these groups.

34 Last, we also communicated that the employee incentive plan will take effect  
35 as a test beginning July 1, 2005 throughout the remainder of this year, with  
36 payouts monthly of \$50 or \$100 dollars subject to meeting one or both of the  
37 measured metrics of S-14 arrivals and mishandled baggage.

38

1

Sincerely,

A handwritten signature in black ink, appearing to read "E. Allen Hemenway". The signature is written in a cursive style with a long, sweeping tail that extends downwards and to the right.

2

E. Allen Hemenway

3

V. P. Labor Relations

4

1 **RE: War/Terrorism Contingency (from January 2003 Restructuring**  
2 **Agreement)**

3 In the event that (a) the U.S. invades Iraq meaning that the U.S. initiates a  
4 sustained aerial bombardment of those parts of Iraq that are not within the  
5 current no fly zone or introduces substantial numbers of ground troops into  
6 the territory of Iraq), or (b) there is an act of terrorism which in either event  
7 has a material adverse impact on commercial aviation, there will be an  
8 immediate 5% pay deferral implemented for all employees for up to 18  
9 months. The deferral will begin to be repaid starting in the first month  
10 following the end of the deferral and will continue to be repaid in as many  
11 monthly installments as were covered by the deferral. In the event that US  
12 Airways Group reports a pretax profit with respect to any quarter during  
13 which they pay deferral is in effect, the deferral will immediately stop and  
14 repayment will begin in the next month to continue for the same number of  
15 months as were included in the deferral.

16 Management employees will participate in this provision on the same terms  
17 as other employee groups.

18

1 **Attachment B**

2 LETTER OF AGREEMENT  
3 Between  
4 US AIRWAYS, INC.  
5 and  
6 THE PASSENGER SERVICE EMPLOYEES  
7 in the service of  
8 US AIRWAYS, INC.  
9 as represented by  
10 COMMUNICATIONS WORKERS OF AMERICA  
11

---

12 DECEMBER 2004 TRANSFORMATION PLAN AGREEMENT

---

14 THIS LETTER OF AGREEMENT is made and entered into in  
15 accordance with Title II of the Railway Labor Act, as amended, by and  
16 between US Airways Inc. (the “Company”) and the Passenger Service  
17 Employees in the service of US Airways, Inc. as represented by the  
18 Communications Workers of America (the “Union”).

19 WHEREAS, the Company and the Union are parties to a collective  
20 bargaining agreement effective December 13, 1999 covering the wages, hours  
21 and terms and conditions of employment of the Passenger Service Employees  
22 in the service of the Company (the “Basic Agreement”); and

23 WHEREAS, the Company and the Union reached agreement on an  
24 amendment to the Basic Agreement in September 2002 (the “2002  
25 Restructuring Agreement”) that reduced the Company’s costs of operation;  
26 and

27 WHEREAS, the Company and the Union reached agreement on an  
28 amendment to the Basic Agreement in January 2003 (the “2003 Restructuring  
29 Agreement”) that reduced the Company’s cost of operation; and

30 WHEREAS, despite the previous two Restructuring Agreements, the  
31 high cost of fuel combined with increasing LCC competition and permanently  
32 deteriorating revenue resulted in a second bankruptcy filing on September 12,  
33 2004 and the need for additional cost reductions; and

34 WHEREAS, in recognition of the need for additional cost  
35 reductions, on December 2, 2004, the Union’s negotiating committee reached  
36 agreement with the Company on a further amendment to the Basic Agreement  
37 (the “December 2004 Transformation Plan Agreement”) and further agreed to  
38 submit the December 2004 Transformation Plan Agreement to the Passenger  
39 Service Employees for ratification; and

1           WHEREAS, the Passenger Service Employees ratified the December  
2 2004 Transformation Plan Agreement on December 23, 2004.

3           NOW THEREFORE the parties mutually agree as follows:

4       1. The Company and the Union have accepted the attached December 2004  
5 Transformation Plan Agreement as a further amendment to the Basic  
6 Agreement previously amended by the 2002 and 2003 Restructuring  
7 Agreements.

8       2. The December 2004 Transformation Plan Agreement is comprised of the  
9 CWA Term Sheet attached as Appendix A and including Attachments A  
10 through D.

11           IN WITNESS WHEREOF, the parties hereto have signed this Letter of  
12 Agreement this 6th day of January 2005.

13

14

1	FOR THE COMMUNICATIONS	FOR US AIRWAYS, INC.
2	WORKERS OF AMERICA	
3	_____	_____
4	/s/Rick Braswell	/s/Jerrold A. Glass
5	Administrative Assistant to the President	Sr. Vice President,
6	CWA	Employee Relations
7	WITNESS for the COMMUNICATIONS	WITNESS for US AIRWAYS,
8	WORKERS of AMERICA:	INC.
9		
10	_____	_____
11	/s/Velvet Hawthorne, National Staff Rep	/s/E. Allen Hemenway
12		Vice President, Labor Relations
13		
14	_____	_____
15	/s/Tim Yost, National Staff Rep	/s/Donna E. Paladini
16		Vice President, Customer Service
17		
18	_____	_____
19	/s/John Hanson, Local President	/s/Kerry Carstairs
20		Vice President, Direct Distribution
21		
22	_____	_____
23	/s/Pam Terry, Local President	/s/Ron Harbinson
24		Director – Labor Relations Ground
25		
26	_____	_____
27	/s/John Tyler, III, Local President	/s/Shalini Razdan
28		Manager - Labor Relations Ground
29		
30	_____	_____
31	/s/Becky Gerald, Local President	
32		
33	_____	_____
34	/s/James Root, Local President	
35		
36	_____	_____
37	/s/Betty Grove, Local President	
38		
39	_____	_____
40	/s/Chris Fox, Local President	
41		
42	_____	_____
43	/s/Tina Perry, Local President	
44		



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**CWA-US Airways 2004 Tentative Agreement**  
**December 2, 2004**  
**Transformation Plan Term Sheet**

Effective Date:	See Attachment C, Paragraph 1
Definitive Documentation of 2004 CWA-US Airways Agreement:	See Attachment C, Paragraph 2
Amendment/ Rejection	See Attachment C, Paragraph 6
Duration	
Contract Duration	<ul style="list-style-type: none"><li>• Agreement remains in full force and effect through 12/31/11 and will become amendable 1/1/12</li><li>• All snapback provisions of the September 2002 and January 2003 Restructuring Agreements will be eliminated except as provided for in Attachment D.</li></ul>



1

<b>Compensation</b>																																														
1. Base Rates of Pay	<ul style="list-style-type: none"> <li>All CSA/RSA/Club Reps/CTO and CSS/Lead employees will be paid on the following scale as indicated below:</li> </ul> <table border="0" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Pay Seniority Completed</th> <th style="text-align: center;">Effective 1/1/05</th> <th style="text-align: center;">New Pay Scales 1/1/08</th> </tr> </thead> <tbody> <tr><td>Start</td><td style="text-align: center;">\$8.72</td><td style="text-align: center;">\$8.72</td></tr> <tr><td>1</td><td style="text-align: center;">9.59</td><td style="text-align: center;">9.59</td></tr> <tr><td>1.5</td><td style="text-align: center;">9.79</td><td style="text-align: center;">9.79</td></tr> <tr><td>2</td><td style="text-align: center;">10.31</td><td style="text-align: center;">10.31</td></tr> <tr><td>3</td><td style="text-align: center;">11.25</td><td style="text-align: center;">11.25</td></tr> <tr><td>4</td><td style="text-align: center;">12.08</td><td style="text-align: center;">12.08</td></tr> <tr><td>5</td><td style="text-align: center;">12.89</td><td style="text-align: center;">12.89</td></tr> <tr><td>6</td><td style="text-align: center;">13.73</td><td style="text-align: center;">13.73</td></tr> <tr><td>7</td><td style="text-align: center;">14.36</td><td style="text-align: center;">14.36</td></tr> <tr><td>8</td><td style="text-align: center;">14.99</td><td style="text-align: center;">14.99</td></tr> <tr><td>9</td><td style="text-align: center;">15.64</td><td style="text-align: center;">15.64</td></tr> <tr><td>10</td><td style="text-align: center;">16.30</td><td style="text-align: center;">16.30</td></tr> <tr><td>11</td><td style="text-align: center;">17.00</td><td style="text-align: center;">17.00</td></tr> <tr><td>12</td><td style="text-align: center;">18.00</td><td style="text-align: center;">18.60</td></tr> </tbody> </table>	Pay Seniority Completed	Effective 1/1/05	New Pay Scales 1/1/08	Start	\$8.72	\$8.72	1	9.59	9.59	1.5	9.79	9.79	2	10.31	10.31	3	11.25	11.25	4	12.08	12.08	5	12.89	12.89	6	13.73	13.73	7	14.36	14.36	8	14.99	14.99	9	15.64	15.64	10	16.30	16.30	11	17.00	17.00	12	18.00	18.60
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	<ul style="list-style-type: none"><li>- Employees subject to the above scale will have their pay date seniority adjusted to reflect placement on the new pay scale one pay step lower than their current pay seniority (pay seniority will be adjusted) and will be frozen at that step for a two year period that begins on the effective date of this Agreement (Example: an agent at step 10 would be reduced to step 9 and frozen for two years, and will return to step 10 two years from the effective date of the Agreement, and then will continue normal pay progression from that point based on their adjusted pay date seniority).</li><li>- During the two year pay scale freeze, employees transferring into a position covered by the above scale will have their pay seniority adjusted as described above; and will be frozen at that step until the expiration of the 2-year pay scale freeze period.</li><li>- CAR, DMSC and BCC employees will have their current pay scales reduced by 12.9% and will be frozen at their current pay step for a two year period that begins on the effective date of this Agreement (pay seniority will be adjusted to reflect the change). See Attachment E</li><li>- MDA and Mainline Express Agents will be frozen at their current pay step for a two year period that begins on the effective date of this Agreement (pay seniority will be adjusted to reflect the change). See Attachment E</li><li>- Employees returning or recalled from furlough to a Non Early Out vacancy (NEO) will have their pay seniority reduced by the number of full years spent on furlough. (Example: an employee who has been on furlough for 2 years and 7 months will upon his return be placed 2 steps back on his pay scale and frozen at that pay step for the duration of the 2 year pay scale freeze period provided they return during the pay scale freeze period).</li></ul>
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	<ul style="list-style-type: none"><li>- General increases to pay scales contained in the current Agreements will be replaced with the following general increases:<ul style="list-style-type: none"><li>- 1/1/2009 3.0% increase</li><li>- 1/1/2010 4.0% increase</li><li>- 1/1/2011 4.0% increase</li><li>- 1/1/2012 2.0% Increase</li></ul></li> <li>- New hire employees will be paid the entry rate or at the company's sole discretion, at the one-year step of the pay scale. In the event that any new hire employee in a location is paid at the one-year step, then, from that time forward, all employees with less than one year pay seniority at that location will be paid at the one-year step and will have their pay seniority adjusted to reflect that change. Employees hired or placed on step 1 of the pay scale will not progress to step 2 of the pay scale until they have completed 2 years of pay seniority credit.</li></ul>
--	--

2. Premiums	<ul style="list-style-type: none"> <li>• Adopt premium pay as follows: <ul style="list-style-type: none"> <li>- Supervisor/Lead \$.57 per hour.</li> <li>- All other current premiums are eliminated including shift premium, and CSD premium.</li> <li>- Customer Contact Premium will be eliminated as of the effective date of this Agreement but will be reinstated effective 1/1/08.</li> <li>- New premium for Language Qualified employees is created at \$0.30/hr as described in the miscellaneous section of this proposal.</li> </ul> </li> </ul>
3. Part-time Productivity	<ul style="list-style-type: none"> <li>• At airports, part-time scheduling, except for split shifts, may be increased to 30 paid hours per week with a 6.5 hour maximum shift duration with a 30 minute unpaid meal period included.</li> <li>• At airports, part-time employees may be scheduled for a .5hr unpaid meal period for any shift length of 3hrs or greater.</li> </ul>
4. Overtime	<ul style="list-style-type: none"> <li>• The maximum overtime rate will be time-and-one-half.</li> <li>• 40 hour weekly overtime qualifier will only include regularly scheduled hours worked and additional hours offered by the Company worked at straight-time rates and will not include VTO, hours not worked but paid or shift swaps worked (except to the degree matched by shift swap off hours).</li> <li>• Overtime shifts of greater than three hours may contain a thirty minute unpaid meal period.</li> </ul>

<b>Leaves</b>													
Leaves, Vacation, Sick Leave, Holidays	<ul style="list-style-type: none"> <li>Holidays are reduced from 8 to 5. Those five days are: Martin Luther King Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</li> <li>Employees will receive straight-time pay for scheduled hours worked on a holiday - Employees will receive holiday pay for holidays at their regular rate of pay.</li> <li>Holiday Option II will be eliminated.</li> <li>The first 3 sick days used from the effective date of this Agreement through June 30, 2005 will be paid at 50% and decremented at a 50% rate. Thereafter, the first 5 sick days used (beginning July 1<sup>st</sup> of each year) are paid at 50% of the employee's scheduled hours and decremented at a 50% rate.</li> <li>Sick leave will no longer be used to supplement statutory benefits for OJI.</li> <li>Vacation will be paid at 100% of the employee's scheduled hours, in accordance with the CBA, under the following modified vacation schedule: <table border="0" data-bbox="924 820 1501 990"> <thead> <tr> <th>When Employees <u>begin their</u></th> <th>Monthly <u>Accrual</u></th> <th>Maximum Yearly <u>Accrual</u></th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup> year of service</td> <td>1.0 days</td> <td>10 days</td> </tr> <tr> <td>10th year of service</td> <td>1.5 days</td> <td>15 days</td> </tr> <tr> <td>20th year of service</td> <td>2.0 days</td> <td>20 days</td> </tr> </tbody> </table> </li> </ul>	When Employees <u>begin their</u>	Monthly <u>Accrual</u>	Maximum Yearly <u>Accrual</u>	1 <sup>st</sup> year of service	1.0 days	10 days	10th year of service	1.5 days	15 days	20th year of service	2.0 days	20 days
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1 <sup>st</sup> year of service	1.0 days	10 days											
10th year of service	1.5 days	15 days											
20th year of service	2.0 days	20 days											
	<ul style="list-style-type: none"> <li>Employees initially going out on a medical leave of absence after 1/1/05 will no longer continue company paid benefits beyond 120 days from their last paid date.</li> </ul>												

<b>Health and Welfare</b>	
Retiree Medical /Dental benefits	Retiree Medical and Dental benefits for employees who retire after 1/1/05 will apply as described in Attachment F.
Retirement (Pension)	
Defined Contribution Plan	<ul style="list-style-type: none"> <li>• Implement modifications to current 401K Defined Contribution Plan by eliminating current base and match effective 1/1/05.</li> <li>• Effective 1/1/05, implement a 3% non-elective employer contribution to the 401K Plan for all mainline and Mainline Express employees covered by this Agreement.</li> </ul>
<b>Other</b>	
1. Shift 3 Meal Period	Shift 3 paid meal periods are eliminated.
2. Relocation Benefits	Paid moves are eliminated.
3. Ready Reserve	<ul style="list-style-type: none"> <li>• In PIT, PHL, CLT, DCA, BOS, LGA, MIA, FLL, TPA, MCO, the company may establish a Ready Reserve classification not to exceed 5% of the total represented passenger service headcount at a location.</li> <li>• Ready Reserve employees will: <ul style="list-style-type: none"> <li>- be paid at the one year step of the CSA pay scale.</li> <li>- not be eligible for health benefits, pension, vacation, holidays or sick leave.</li> <li>- be utilized by the company based on needs of service up to a maximum of 16 hours a week, and may not be utilized beyond 16 hours per week, and are not subject to the provisions of Article 5 - Hours of Service</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>- accrue Date of Hire seniority for travel and probationary purposes only.</li><li>- not be eligible for overtime pay.</li><li>- be considered as a new employee for transfer purposes to other positions within the company.</li><li>- be released prior to a reduction in force and will not be eligible for furlough benefits or reduction in force options to displace to other positions.</li><li>• Ready Reserve work will be selected by Ready Reserve Agents in seniority order.</li><li>• Ready Reserve work will not be regularly scheduled, and Ready Reserve Agents will only be utilized:<ul style="list-style-type: none"><li>- for scheduled open time lines of work offered to, but not bid by, open time agents.</li><li>- when the overtime availability list has been exhausted.</li></ul></li><li>• Ready Reserve positions will be offered to eligible Passenger Service retirees and furloughees prior to hiring from outside the group.</li><li>• Ready Reserve positions will not be considered as available positions for permanent employees affected by a reduction in force .</li><li>• Ready Reserve positions cannot be used to replace the attrition or reduction in force of regularly scheduled employees.</li><li>• A line of work may not be filled by Ready Reserves for longer than two weeks unless separated by a two-week period.</li></ul>
--	---

1

<b>Miscellaneous</b>	
1. 279 Minimum Aircraft	<ul style="list-style-type: none"><li>• The Scope and Job Security provision of the January 2003 Restructuring Agreement requiring the company to maintain a minimum fleet size of 279 total mainline aircraft will be eliminated.</li></ul>
2. Language Premium	<ul style="list-style-type: none"><li>• The company may establish language premium duty assignments as determined by the company.</li><li>• Qualified employees in language premium duty assignments will be paid language premium for all hours worked.</li><li>• The Company will establish a language premium of \$0.30 per hour to be added to the base rate of pay for employees occupying language premium positions.</li><li>• Employees occupying, applying for, or transferring into a language premium position may be required to pass a functional proficiency exam (written and/or oral) specific to passenger service duties as established by the Company and the Union.</li></ul>

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3. Scope	<ul style="list-style-type: none"><li>• The Company may outsource any reservations work as a backfill to vacancies created by acceptance of “Early Outs” (EO) or vacancies created by attrition for a period beginning the effective date of this Agreement and ending 60 days prior to the amendable date of this Agreement. This paragraph does not require the Company to add reservations employees, unless necessary to meet the needs of service as determined by the Company.</li><li>• Reservations employees who are active or on LOA as of the effective date of this Agreement, not electing EO will be afforded “No furlough to the street Protection,” except in force majeure</li></ul>
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	<p>circumstances, until the day prior to the amendable date of this Agreement at which time the “No furlough to the street Protection” will be eliminated, except as provided for in the CBA.</p> <ul style="list-style-type: none"><li>• For the duration of reservations outsourcing, should the Company decide to consolidate the two (2) existing reservations centers into a single center, such consolidation will be in either PIT or INT.<ul style="list-style-type: none"><li>- Should consolidation occur, employees in the closing facility will be offered normal furlough rights except that every employee electing to relocate to the remaining facility will be guaranteed a position in the remaining reservations center.</li><li>- Employees not electing to relocate will be entitled to the normal furlough benefits with the addition of outplacement assistance. Work of employees not electing to relocate may be outsourced.</li><li>- Employees electing to relocate will be offered a one time only lump sum of \$500.00 to assist with relocation costs.</li><li>- The company will notify the union at least 60 days prior to the date that any displacement packages are to be distributed to affected employees.</li></ul></li><li>• Should consolidation of the reservations centers occur during the outsourcing period described above, no sooner than 12 months prior to the amendable date the company may open a reservation center(s) as determined by the company.</li><li>• Displacement of reservations representatives from the closing facility as described above will not result in a reduction in force of the reservations representatives at the consolidated location.</li><li>• The Company may outsource DMSC and BCC work for a period beginning the effective date of this Agreement and ending 60 days prior to the amendable date of this Agreement. DMSC and BCC employees affected by the outsourcing of their work or transfer of their work to a reservations center will be offered a position as a reservations representative at the closest US Airways Reservations Center or EO as described herein. Any DMSC and/or BCC work not outsourced will continue to be accomplished by CWA represented employees. The Company at its sole discretion may have this work performed by</li></ul>
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	<p>DMSC, BCC and/or Reservations Agent classifications.</p> <ul style="list-style-type: none"> <li>• The Company and the Union agree to monitor employment levels and attrition within the RSR Classifications to ensure that the placement of DMSC and BCC employees in the classification will not result in any furlough or displacement of an active or LOA RSR employee.</li> <li>• If the company exercises any of the outsourcing options above, it will inform the union of the company(s) performing the outsourced work and the locations. Certain additional information relevant to outsourcing will be provided upon request by the union provided the Union agrees to be bound to a confidentiality agreement (if the information is confidential in nature).</li> </ul>
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<p>4. Work At Home (WAH)</p>	<p>US Airways may implement a “Work At Home” program for Reservations Sales Agents as follows:</p> <ul style="list-style-type: none"> <li>• WAH positions will be voluntary and will be established based on the needs of service in Reservations Center(s) as determined by the company and will not exceed 30% of the RSR workforce (FTE).</li> <li>• WAH positions will be paid at the MDA Rate.</li> <li>• WAH eligibility will be open to employees who live within a certain distance and/or area code and/or availability to the required technology.</li> <li>• The company will provide computer hardware and its maintenance. Installation of any additional hardware or software on company equipment is strictly prohibited. The company will be responsible for the monthly cost and installation of DSL and/or any additional required phone lines.</li> <li>• WAH will be considered a separate duty assignment within the center.</li> <li>• Eligible active RSA employees may apply for transfers to and from WAH vacancies in accordance with the provisions of Article 9, A.1 or 9, B.1, as applicable. RSA's will not be involuntarily assigned to WAH positions.</li> </ul>
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	<ul style="list-style-type: none"><li>• Employees on the final level of discipline for performance or attendance control will not be eligible for transfer to WAH.</li><li>• Employees subsequently placed on the final level of discipline for performance or attendance control while in the WAH, may be returned by the company to a duty assignment within the Reservations Center at the applicable rate of pay.</li><li>• WAH employees may be required to temporarily return to the Reservations Center when required by the company (e.g., training, meetings, power failures, technical hardware or software failures or where required to address performance issues).</li><li>• Employees awarded WAH positions will be:<ul style="list-style-type: none"><li>- required to provide an adequate space in their home free of all outside distractions (e.g., noise from children, animals, TV/Radio or any other noise distractions).</li><li>- required to obtain any necessary office equipment/supplies including but not limited to a desk, chair, pens, paper, storage, etc.</li><li>- required to maintain adequate transportation and be available to report to the Reservations Center, as required by the company.</li><li>- responsible for the cost of necessary utilities, including any additional ongoing utility cost associated with WAH</li></ul></li><li>• Employees awarded WAH positions will be assigned to a transition desk in order to become familiar and proficient with all WAH procedures including but not limited to troubleshooting, software and hardware repairs, computer and telephone set up and familiarization with technical assistance procedures. Once the employee achieves the necessary proficiency as determined by the company, the employee will be released to begin working from home.</li><li>• Employees awarded WAH positions will be subject to a stability period of 12 months following assignment to the actual work at home position. Employees in their stability period will be ineligible for</li></ul>
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	<p>any in-station and/or system transfers.</p> <ul style="list-style-type: none"> <li>• WAH employees who move from their existing home will be reassigned to the Reservations Center until such time as it can be determined that their new location meets the eligibility requirement for WAH. Employees will be responsible for all costs associated with moving and reinstalling equipment.</li> <li>• WAH employees who transfer or terminate will be responsible to disconnect and personally return all WAH assigned equipment to the Reservations Center in good working order and in a timely fashion.</li> <li>• Workplace injury liabilities will be limited to injuries which occur in the work area, including the office area, kitchen, bathroom and connecting corridors.</li> </ul>
Administration of EO vacancies not replaced by outsourcing	<ul style="list-style-type: none"> <li>• Voluntary or involuntary furloughed employees bidding or accepting recall to an EO vacancy will be returned to the first step of the classification pay scale and retain all seniority, except for pay purposes. Employees awarded an EO vacancy may bid through the system transfer process or be recalled to an NEO vacancy, at which time such employee will assume his rightful place on that pay scale in accordance with pay date seniority.</li> <li>• Furloughed employees refusing recall to an EO vacancy will no longer be eligible for EO recall.</li> <li>• Vacancies created by employees vacating an EO position will continue to be filled as EO vacancies until 12/31/11.</li> <li>• The Company may maintain an equivalent number of EO vacancies, as compared to EO awards, in each location until 12/31/11. (Example: if there are 5 EO awards in CLT, there would be 5 EO positions or vacancies in CLT to be filled by the terms of the EO Agreement until 12/31/11).</li> <li>• A voluntary or involuntarily furloughed employee that refuses an EO vacancy will retain full recall rights to NEO vacancies as provided for in the CBA.</li> <li>• The Company will provide the union, upon request, a list of EO awards by location, and also a</li> </ul>

	<p>continuing list of employees filling those EO vacancies.</p> <ul style="list-style-type: none"> <li>• Any other issue relating to the administration of EO vacancies must be resolved by mutual Agreement between the union and the company.</li> </ul>
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Early Out Program (EO)	<p>All active CWA represented employees with a minimum 5 years of service may participate in an early-out program. The program design includes the following components based on the employees' years of service. Employees on a Military Leave and Union Leave of Absence are considered to be active employees for the purposes of this program. Employees on LOA may apply as long as they have a return-to-work date and return to work prior to the end of the application period.</p>
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Years of Service	5-9	10-14	15 Plus
• Cash	\$5,000	\$10,000	\$15,000
• Health Care Active Employee Contribution Level	4 Months	8 Months	12 Months
• Pass Travel for employee, eligible family members and dependents (excluding companion travel and OA travel)	5 Years	10 Years	Lifetime
<ul style="list-style-type: none"> <li>• The company will establish an application period, which will be at least 45 days during which time employees may apply for the early out program. Awards will be made within 30 days of the end of the application period.</li> <li>• Based on the number of participants, a phase out of positions may occur based on seniority using a preferential bid within the group, classification, duty assignment and location. The transition period will be 15 months or less for any employee awarded an EO.</li> <li>• Participating part time employees will receive 50% of cash bonus.</li> <li>• Reservations, DMSC, and BCC employees who accept EO will be entitled to the maximum EO provisions as described herein plus an additional bonus of \$5,000 (\$2,500 for Part Time employees) and</li> </ul>			

will be offered out placement assistance by the Company.

- Employees awarded EO will be required to maintain satisfactory attendance until such time as they are released in order to remain eligible for the EO benefits. Employees who do not maintain satisfactory attendance under the terms of this paragraph but who remain eligible for EO will have their cash benefits reduced by 10%. For the intent of this provision, satisfactory Attendance is defined as not being advanced to the final level of the attendance control program following the EO award and prior to release.
- An employee who retires in conjunction with an EO will be eligible for retiree travel benefits and benefits described in Attachment F of this Agreement.

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<b>Returns</b>	
Profit Sharing	<p>The Company will offer a profit-sharing program for Passenger Service employees subject to the following conditions:</p> <ul style="list-style-type: none"> <li>• CWA's Agreement to eliminate the current profit-sharing provisions of the September 2002 and January 2003 Restructuring Agreements;</li> <li>• Approval by the US Airways Group, Inc., Board of Directors; and</li> <li>• Approval as part of the Company's confirmed plan of reorganization in bankruptcy.</li> </ul> <p>Assuming satisfaction of the conditions set forth above, the profit-sharing plan will be based on the following terms:</p> <ol style="list-style-type: none"> <li>1. Company profit sharing pool to be established at 10% of the pre-tax profit excluding unusual items (as reported, according to GAAP accounting practices) for pre-tax margins ranging from 0.1% to 5.0%; and at the above, plus 25% of any pre-tax profit excluding unusual items (as reported, according to GAAP accounting practices) in excess of a pre-tax margin of 5.0%.</li> <li>2. CWA's portion of the profit-sharing pool will be proportionate to CWA's share of the overall cost savings achieved through the Transformation Plan.</li> <li>3. An individual Passenger Service employee's profit-sharing payment will be based on such employee's gross W-2 earnings (prior to any elective deferrals) for the prior calendar year divided by the gross W-2 earnings (prior to any elective deferrals) for all eligible Passenger Service employees for the prior calendar year. At CWA's option, "eligible Passenger Service employee" may include retired or furloughed Passenger Service employees who had gross W-2 earnings (prior to any elective deferrals) for the prior calendar year, subject to applicable law.</li> </ol>



Equity	Potential CWA equity participation to be determined, based on participation by other key stakeholders. If the Union elects profit sharing under the terms of "Profit Sharing" above, the Union understands that by making such election it waives all claim to equity with respect to any new equity issued during the current Bankruptcy case.

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Governance	See Attachment C, Paragraph 3
Bankruptcy	The Company's obligations hereunder will be subject to Bankruptcy Court approval as required by law. This proposal will not be binding on the US Airways, Inc., Chapter 11 Estate except after entry of an order of the bankruptcy court in a form acceptable to Debtors authorizing the US Airways Inc Estate's entry into the Agreement contemplated hereby and providing protection to the Estate from the incursion of any extraordinary administrative liability related to this Agreement or the pension plans referred to therein.
1113c	See Attachment C, Paragraph 5
Early "Ejection Button"/No Administrative Claims	See Attachment C, Paragraph 4

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Furlougee Travel	Employees on furlough as of the effective date of this Agreement, who continue to have recall will continue to be eligible for online travel for themselves and eligible family members for 3 years following the expiration of their recall rights. Companion Pass and offline travel is not applicable under this provision.
Expenses	<p>The Company will pay the reasonable fees and expenses incurred by the CWA in connection with the review, design, negotiation, approval, ratification and implementation of the 2004 CWA-US Airways Agreement, including the reasonable fees and expenses of outside legal, investment banking and other advisors, subject to the Company's Outside Professionals Policy.</p> <p>Clarification: The CWA agrees that its expenses related to litigation against the Company are not reimbursable under the above provisions.</p>

2

1 **Attachment C**

2 **Text Agreed to by US Airways and CWA Bankruptcy Counsel on**  
3 **December 3, 2004**

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4

5 This afternoon we discussed the following six points and reached the  
6 following six tentative agreements, subject, in your case, to ratification by  
7 your labor group and, in my case, approval of my client.

- 8 1. Effective Date: The language regarding “effective date” will be  
9 as follows: The CWA-US Airways CBA signed on December  
10 7, 1999, as previously amended, shall be further amended, as  
11 outlined in this term sheet below, which amendment shall  
12 become effective upon the last to occur of (i) CWA membership  
13 ratification, (ii) signing by the authorized representatives of each  
14 of the parties, and (iii) Bankruptcy Court approval pursuant to  
15 an order acceptable to Debtors and consistent with the approval  
16 orders for the ALPA and TWU agreements as referenced in  
17 paragraph 4 below.
- 18 2. Definitive Documentation: No additional definitive  
19 documentation will be drafted because the parties will rely on  
20 the term sheet to express the terms of the amendments to the  
21 agreement.
- 22 3. Governance: Debtors will use their reasonable best efforts to  
23 confirm a plan of reorganization that provides to the CWA a  
24 seat on the board of directors of the reorganized debtor. This  
25 provision is not intended to prevent any person other than  
26 Debtors from objecting to such a CWA seat, nor is it intended to  
27 affect the Court’s authority to rule upon any such objection.
- 28 4. Early “Ejection Button”/No Administrative Claim: CWA  
29 agrees that in the event the CWA CBA, as amended, becomes  
30 effective in accordance with paragraph 1 above, the bankruptcy  
31 court order authorizing such effectiveness shall provide that if  
32 thereafter, prior to the effective date of any Chapter 11 plan of  
33 reorganization for US Airways, the Company is in grave and  
34 imminent danger that it will be forced to suspend, discontinue,  
35 or materially reduce its mainline flight operations, as compared  
36 to the operations as of the date hereof, it may seek authorization  
37 to reject the CWA-US Airways Section 1113 Waiver Letter  
38 referred to in paragraph 5 below or the CWA-US Airways CBA,  
39 as amended, and upon such rejection, any claims arising from

1 US Airways' inability or failure to perform under the terms of  
2 the CWA-US Airways Section 1113 Waiver Letter and/or the  
3 CWA-US Airways CBA, as amended, shall be treated as a  
4 general unsecured claim and not as an administrative claim,  
5 except to the extent such claims are claims for compensation or  
6 benefits for services rendered during the pendency of the  
7 Chapter 11 case and prior to such rejection, in which case such  
8 claims shall be accorded administrative claim status to the full  
9 extent permitted by law. US Airways reserves the right to argue  
10 that no claim for damages arises as a result of rejection of a  
11 collectively-bargained agreement and CWA reserves the right to  
12 argue that a claim for damages does arise as a result of such  
13 rejection.

14 5. Section 1113 Waiver: The Section 1113 waiver letter will be  
15 substantively in the form of the ALPA letter but will have a  
16 June 30, 2005 termination date. Subject to paragraph 4 above,  
17 Debtors will not seek or support any Chapter 1113 relief  
18 (including Chapter 1113(e) interim relief from the CWA-US  
19 Airways Collective Bargaining Agreement, as amended by this  
20 agreement) for the period of time that the Section 1113 Waiver  
21 Letter is in effect as provided in Paragraph 5, and will oppose  
22 such relief is sought by another party, provided, however, that  
23 the parties may extend these Section 1113 protections upon  
24 mutual agreement. The termination date will be subject to  
25 retention of the early "ejection button" language contained in  
26 the ALPA agreement as referenced in paragraph 4 above.

27 6. Amendment/Rejection: The agreement will be an amendment  
28 to the prior CBA, but the prior contract will expressly not be  
29 "assumed" under the Bankruptcy Law in the Court order  
30 approving it.

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1 **Attachment D**

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3	Snap Backs	Snap Back Date	Snap Back To
4			
5	1. Sick Leave and Pay	12/31/11	CBA as of 12/13/1999
6	2. Holidays back to 10	12/31/11	CBA as of 12/13/1999
7	3. Premiums - Shift and Job	12/31/11	CBA as of 12/13/1999
8	4. Travel, training and per diem	12/31/11	CBA as of 12/13/1999
9	5. Holiday premium hours worked	12/31/11	CBA as of 12/13/1999
10	6. Holiday Option II and Pay	12/31/11	CBA as of 12/13/1999
11	7. Customer Contact Premium (increase)	12/31/11	CBA as of 12/13/1999
12			
13	8. Vacation Accrual/Schedule		
14	12/31/11		

When Employees begin their	Monthly Accrual	Maximum Yearly Accrual
1 <sup>st</sup> year of service	1.0 days	10 days
10th year of service	1.5 days	15 days
20th year of service	2.0 days	20 days
25th year of service	2.5 days	25 days

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16

1 **Attachment E**

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CUSTOMER SERVICE AGENTS, CTO AGENTS, RESERVATIONS SALES  
AGENTS, CLUB REPRESENTATIVES

Years of Service	2005	2006	2007	2008	2009	2010	2011	2012
Start	8.72	8.72	8.72	8.72	8.98	9.34	9.71	9.91
1	9.59	9.59	9.59	9.59	9.88	10.27	10.68	10.90
1.5	9.79	9.79	9.79	9.79	10.08	10.49	10.91	11.12
2	10.31	10.31	10.31	10.31	10.62	11.04	11.49	11.72
3	11.25	11.25	11.25	11.25	11.59	12.05	12.53	12.78
4	12.08	12.08	12.08	12.08	12.44	12.94	13.46	13.73
5	12.89	12.89	12.89	12.89	13.28	13.81	14.36	14.65
6	13.73	13.73	13.73	13.73	14.14	14.71	15.30	15.60
7	14.36	14.36	14.36	14.36	14.79	15.38	16.00	16.32
8	14.99	14.99	14.99	14.99	15.44	16.06	16.70	17.03
9	15.64	15.64	15.64	15.64	16.11	16.75	17.42	17.77
10	16.30	16.30	16.30	16.30	16.79	17.46	18.16	18.52
11	17.00	17.00	17.00	17.00	17.51	18.21	18.94	19.32
12	18.00	18.00	18.00	18.60	19.16	19.92	20.72	21.14

CUSTOMER ASSISTANCE REPRESENTATIVE (CAR)

Years of Service	2005	2006	2007	2008	2009	2010	2011	2012
Start	7.52	7.52	7.52	7.52	7.74	8.05	8.37	8.54
1	7.52	7.52	7.52	7.52	7.74	8.05	8.37	8.54
2	8.07	8.07	8.07	8.07	8.31	8.64	8.99	9.17
3	8.42	8.42	8.42	8.42	8.68	9.02	9.38	9.57
4	8.79	8.79	8.79	8.79	9.05	9.41	9.79	9.99
5	10.95	10.95	10.95	10.95	11.28	11.73	12.20	12.44
6	11.27	11.27	11.27	11.27	11.61	12.07	12.56	12.81
7	11.58	11.58	11.58	11.58	11.93	12.41	12.91	13.16
8	11.85	11.85	11.85	11.85	12.21	12.70	13.21	13.47
9	12.25	12.25	12.25	12.25	12.61	13.12	13.64	13.92
10	12.56	12.56	12.56	12.56	12.94	13.45	13.99	14.27

DIVIDEND MILES SERVICE CENTER & BAGGAGE CALL  
CENTER REPRESENTATIVE

Years of Service	2005	2006	2007	2008	2009	2010	2011	2012
Start	8.14	8.14	8.14	8.14	8.38	8.71	9.06	9.24
1	8.70	8.70	8.70	8.70	8.96	9.32	9.69	9.89
2	9.32	9.32	9.32	9.32	9.60	9.98	10.38	10.59
3	9.96	9.96	9.96	9.96	10.26	10.67	11.10	11.32
4	10.66	10.66	10.66	10.66	10.98	11.42	11.88	12.11
5	11.41	11.41	11.41	11.41	11.75	12.22	12.71	12.97
6	12.21	12.21	12.21	12.21	12.58	13.08	13.60	13.88
7	12.56	12.56	12.56	12.56	12.94	13.45	13.99	14.27
8	12.86	12.86	12.86	12.86	13.24	13.77	14.32	14.61
9	13.74	13.74	13.74	13.74	14.16	14.72	15.31	15.62
10	14.71	14.71	14.71	14.71	15.15	15.76	16.39	16.72



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MAINLINE EXPRESS

Years of Service	2005	2006	2007	2008	2009	2010	2011	2012
Start	8.86	8.86	8.86	8.86	9.13	9.49	9.87	10.07
1	9.56	9.56	9.56	9.56	9.85	10.24	10.65	10.86
2	9.90	9.90	9.90	9.90	10.20	10.60	11.03	11.25
3	10.25	10.25	10.25	10.25	10.56	10.98	11.42	11.65
4	10.59	10.59	10.59	10.59	10.91	11.34	11.80	12.03
5	10.93	10.93	10.93	10.93	11.26	11.71	12.18	12.42
6	11.28	11.28	11.28	11.28	11.62	12.08	12.57	12.82
7	11.62	11.62	11.62	11.62	11.97	12.45	12.95	13.20
8	11.96	11.96	11.96	11.96	12.32	12.81	13.32	13.59
9	12.31	12.31	12.31	12.31	12.68	13.19	13.71	13.99
10	12.91	12.91	12.91	12.91	13.30	13.83	14.38	14.67
11	13.01	13.01	13.01	13.01	13.40	13.94	14.49	14.78

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MID ATLANTIC CUSTOMER SERVICE AGENT

Years of Service	2005	2006	2007	2008	2009	2010	2011	2012
Start	9.00	9.00	9.00	9.00	9.27	9.64	10.03	10.23
0.5	9.50	9.50	9.50	9.50	9.79	10.18	10.58	10.80
2	10.00	10.00	10.00	10.00	10.30	10.71	11.14	11.36
3	10.75	10.75	10.75	10.75	11.07	11.52	11.98	12.22
4	11.00	11.00	11.00	11.00	11.33	11.78	12.25	12.50
5	11.25	11.25	11.25	11.25	11.59	12.05	12.53	12.78
6	11.50	11.50	11.50	11.50	11.85	12.32	12.81	13.07
7	11.75	11.75	11.75	11.75	12.10	12.59	13.09	13.35
8	12.00	12.00	12.00	12.00	12.36	12.85	13.37	13.64
9	12.25	12.25	12.25	12.25	12.62	13.12	13.65	13.92
10	12.50	12.50	12.50	12.50	12.88	13.39	13.93	14.20
11	12.75	12.75	12.75	12.75	13.13	13.66	14.20	14.49
12	13.00	13.00	13.00	13.00	13.39	13.93	14.48	14.77
13	13.25	13.25	13.25	13.25	13.65	14.19	14.76	15.06
14	13.50	13.50	13.50	13.50	13.91	14.46	15.04	15.34

2

1 **Attachment F**

2 **Retiree Medical**  
 3 **CWA**

4 Pre-65 US Airways Employees who retire post 1/1/05

5 1. Retired employees may apply thirty eight (38) accrued sick pay hours per  
 6 month up to a maximum of 1400 hours, valued at \$9.50/hour, to your  
 7 pre-65 medical premium Retired employees will be responsible for  
 8 medical premium costs in excess of \$361.00. Monthly contributions will  
 9 be calculated as the total cost of the plan and level of coverage you elect  
 10 less \$361.00. Premium Equivalents will be recalculated annually based  
 11 on the Plan's experience. The chart below compares monthly Premium  
 12 Equivalents under the current program to those currently estimated for  
 13 the new program. Please note that the 2005 Current Program rates were  
 14 developed using Active employee rates and the new program uses "true"  
 15 pre 65 employee rates. It should also be noted that the new program  
 16 costs for 2005 are estimated only and the actual 2005 rates may vary.  
 17 The 2005 rates for the new program will be finalized by early December.

18

	2005 Current Program Base	2005 Estimated New Program Base	Difference
Option 1			
Ee	304.36	413.00	108.64
Ee + Sp	608.51	826.00	217.49
Ee + Ch	578.71	785.00	206.29
Ee + Fam	1,005.30	1363.00	357.70
Option 2			
Ee	329.35	448.00	118.65
Ee + Sp	658.70	896.00	237.30
Ee + Ch	625.76	851.00	225.24
Ee + Fam	1,088.42	1478.00	389.58
Option 3			
Ee	351.30	477.00	125.70
Ee + Sp	701.04	954.00	252.96
Ee + Ch	666.54	906.00	239.46
Ee + Fam	1,158.98	1574.00	415.02

19

- 1 Once accrued sick pay has been exhausted retired employees will have  
 2 the option to move to an “access only” medical plan where they will be  
 3 responsible for paying 100% of the medical premium until they reach age  
 4 65. The medical premium for this “access only” plan
- 5 - will be different than the medical premiums for those using accrued  
 6 sick pay to purchase the benefit and will be based on plan experience  
 7 for the “access only” group.
- 8 2. In lieu of #1 above, employees may receive a one-time cash payment in  
 9 the amount equal to \$7.70 times the number of accrued sick leave hours  
 10 in their sick bank up to a maximum of 1400 hours.
- 11 - Choosing to receive this one-time payment means that the employee  
 12 and their dependents will not be able to participate in the pre or post-  
 13 65 health care programs, including the “access only” plan noted  
 14 above.
- 15 3. At age 65 retired employees and their dependents will not be eligible to  
 16 participate in or have access to any post-65 medical plan through US  
 17 Airways.
- 18 4. Employees and their dependents will not be eligible for dental coverage  
 19 when they retire effective 1/1/05.
- 20 5. Active employees will accrue, for purposes of this program only, their  
 21 full compliment of 12 sick days per year.
- 22 6. Part-time retirees will pay the same New Program Base rates as full-time  
 23 retirees. Part-time employees sick days are valued at 4 hours each for the  
 24 purposes of these provisions only.
- 25 7. Employees covered under this Agreement who were working in  
 26 passenger service positions prior to 1/1/2000 will have 30 sick days  
 27 credited to them for the purposes of this provision only.
- 28 Post-65 US Airways Employees who retire after 1/1/05
- 29 1. From 1/1/05 through 12/31/05 retired employees will have the  
 30 opportunity to remain enrolled in the AdvancePCS pharmacy plan
- 31 - The monthly contributions charged for this coverage are based on a  
 32 Defined Dollar Benefit (DDB) Cap of \$950 per year, per individual  
 33 and are as follows;
- |         | <u>Premium Equivalent</u> | <u>Employee Contribution</u> |
|---------|---------------------------|------------------------------|
| Ee      | \$127.50                  | \$48.33                      |
| Ee + Sp | \$255.00                  | \$96.66                      |

- 1       -    The DDB Cap is only used for the purpose of setting contribution  
2            rates annually and is not a limit on actual benefits paid in a year.
- 3       -    Contributions will vary from the above if any covered dependant are  
4            not covered by Medicare
- 5       -    After 12/31/05 retired employees will be eligible for the new  
6            Medicare prescription drug benefit and will be responsible for the  
7            full cost of such coverage.
- 8

1 **Attachment G**

2 LETTER OF AGREEMENT  
3 between  
4 US AIRWAYS, INC. and AMERICA WEST AIRLINES, INC.  
5 and the  
6 PASSENGER SERVICE EMPLOYEES  
7 in the service of  
8 AMERICA WEST AIRLINES, INC. and US AIRWAYS, INC.  
9 as represented by  
10 AIRLINE CUSTOMER SERVICE EMPLOYEE ASSOCIATION – IBT  
11 AND CWA  
12

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13 INTERIM TRANSITION AGREEMENT

14  
15 THIS LETTER OF AGREEMENT is made and entered into in accordance  
16 with the provisions of the Railway Labor Act, as amended (the “Act”), by and  
17 between AMERICA WEST AIRLINES, INC. (“America West”), US  
18 AIRWAYS, INC. (“US Airways”), and the PASSENGER SERVICE  
19 EMPLOYEES in the service of America West and US Airways, respectively,  
20 as represented by the AIRLINE CUSTOMER SERVICE EMPLOYEE  
21 ASSOCIATION – IBT AND CWA (the “Association”) by and through the  
22 COMMUNICATIONS WORKERS OF AMERICA (“CWA”) and the  
23 INTERNATIONAL BROTHERHOOD OF TEAMSTERS (“IBT”)  
24 (collectively referred to as the “Parties”).

25 WHEREAS, effective September 27, 2005, America West became an indirect  
26 wholly-owned subsidiary of US Airways Group, Inc., and

27 WHEREAS, US Airways and America West (together, the “Airline Parties”)  
28 intend that America West and US Airways will continue to operate with two  
29 separate passenger service workforces until the two passenger service  
30 workforces are integrated under the provisions herein, and

31 WHEREAS, the parties wish to provide orderly procedures for the merger of  
32 America West and US Airways.

33 THEREFORE, the parties agree:

34

35 I. Representation of Passenger Service Employees

36 A. The Airline Parties voluntarily recognize the Association as the  
37 collective bargaining representative of the America West and US  
38 Airways passenger service employees under the Act and agree to

- 1 support CWA's and IBT's joint request to the National Mediation  
2 Board for transfer of their certifications to the Association. The  
3 Airline Parties also voluntarily recognize the Association as the  
4 collective bargaining representative of the post-merger consolidated  
5 craft or class of passenger service employees at US Airways, as  
6 found to exist by the National Mediation Board.
- 7 B. The Parties agree that employees in Consumer Affairs, Customer  
8 Relations, Central Baggage Resolution Office(s), Passenger  
9 Coordinated Tower positions in PHX and LAS, and the cargo office  
10 at Phoenix Sky Harbor International Airport are not part of the  
11 passenger service craft or class and will not be covered under the  
12 transition to the US Airways Collective Bargaining Agreement.  
13 Employees holding these positions on 12/1/05 shall be allowed to  
14 submit (out of classification) transfer requests to fill bargaining unit  
15 vacancies through seniority bid should they choose. Such employee  
16 must transfer to a bargaining unit position within ninety (90) days of  
17 Operational Integration to maintain Passenger Service Seniority.
- 18 II. Seamless Service Period
- 19 A. The Seamless Service Period is defined as the period beginning  
20 immediately following the effective date of this Letter of Agreement  
21 and ending upon Operational Integration as defined in Section V.
- 22 B. The respective passenger service employees of America West and  
23 US Airways will remain separate during the Seamless Service  
24 Period, except as provided for herein. The US Airways employees  
25 will continue to be employed by US Airways and governed by the  
26 terms of the existing US Airways passenger service collective  
27 bargaining agreement, as amended. Until final transition to the  
28 existing US Airways passenger service collective bargaining  
29 agreement, as amended, as provided in Section IV below, the  
30 America West employees will continue to be employed by America  
31 West and governed by:
- 32 1. The grievance procedure contained in the CWA-US Airways  
33 Collective Bargaining Agreement, Articles 25 and 26, and the  
34 just cause provision contained in Article 3.H; and
- 35

- 1                   2. The terms and conditions of employment in effect at America  
2                   West, with agreement that the following specific terms will not  
3                   be altered until the final resolution of transition issues in  
4                   accordance with paragraph IV.D. below:
- 5                   a. Current Vacation Entitlement:  
6                   b. Current Holiday Policy:  
7                   c. Current Sick day Policy:  
8                   d. Current shift trade practices according to location.
- 9                   C. During the Seamless Service Period, if America West has Customer  
10                  Service Representative, Reservations Agent or America West  
11                  Vacations Agent vacancies, then after first exhausting the America  
12                  West bidding/transfer procedures for filling of vacancies, and  
13                  making any such vacancies available to furloughed America West  
14                  passenger service employees (in seniority order first from  
15                  transfers/recalls from the same station and then from transfers/recalls  
16                  from other stations), prior to hiring new hire employees, America  
17                  West will make such vacancies available to US Airways furloughed  
18                  passenger service employees as follows:
- 19                  1. Furloughed US Airways passenger service employees interested  
20                  in filling America West passenger service vacancies as  
21                  described above must submit to US Airways a PE-66 transfer  
22                  request indicating the America West location(s) and  
23                  classification(s) for which they are applying. Available  
24                  vacancies will be offered to the senior employee with a PE-66  
25                  transfer request on file at the time the vacancy is filled based on  
26                  Passenger Service seniority in the following order:
- 27                  a. First, to furloughed employee(s) from the same location and  
28                  same Classification Group as the vacant position;  
29                  b. Second, to furloughed employee(s) from the same  
30                  Classification Group but different location;  
31                  c. Third, to furloughed employees from outside the  
32                  Classification Group regardless of location.  
33



- 1 d. For purposes of this Letter of Agreement, the US Airways  
2 Classification Groups of Reservations, Dividend Miles and  
3 Baggage Call Center will be considered the same group as  
4 America West Reservations Agent and America West  
5 Vacations Agent. The US Airways Classification Groups  
6 of Customer Service, Clubs, CTO and CAR will be  
7 considered the same group as America West Customer  
8 Service Representative.
- 9 2. The offer extended pursuant to paragraph C.1. above will be a  
10 contingent offer subject to satisfying all America West new hire  
11 provisions, including but not limited to functional capacity  
12 screening, language requirements, drug/alcohol testing, new hire  
13 training and security screening requirements.
- 14 3. An employee placed in an America West position pursuant to  
15 paragraphs C.1. and C.2. above will be an America West new  
16 hire employee subject to all America West employment policies  
17 and will be paid the America West entry rate, but will be  
18 immediately eligible for participation in the America West  
19 health, welfare and retirement benefit programs.
- 20 4. US Airways employees accepting positions with America West  
21 will remain on furlough from US Airways for the duration of  
22 their remaining US Airways recall period and during such time  
23 will continue to be eligible for recall to US Airways as displaced  
24 employees on active employment within the Passenger Service  
25 Group, as provided for under the existing US Airways passenger  
26 service collective bargaining agreement, Article 14.E., as  
27 amended, except that:
- 28 a. Should the employee forfeit recall to US Airways and  
29 continue to be employed by America West on the date of  
30 Operational Employee Integration, the employee's previous  
31 US Airways service will apply as described in paragraph  
32 C.5. below; and
- 33 b. Should the employee be entitled to recall at a US Airways  
34 position at any time during the first six months of  
35 employment at America West, then US Airways may  
36 bypass the employee for recall to US Airways, but the  
37 employee's recall and transfer requests will remain on file  
38 and be activated after the 6-month period. Should this  
39 occur and the employee continue to be employed by  
40 America West on the date of Operational Employee  
41 Integration, the employee's previous US Airways service

- 1 will apply as described in paragraph C.5 below. This 6-  
2 month provision is subject to the existing LOA waiver for  
3 locations where US Airways would be otherwise be forced  
4 to hire off the street.
- 5 5. Following Operational Integration, US Airways employees who  
6 are employed at America West pursuant to this Letter of  
7 Agreement will receive applicable seniority for Date of Hire  
8 seniority, Passenger Service Seniority, and Pay Date seniority,  
9 as defined by the current CWA CBA, equal to the combination  
10 of their US Airways and America West service except that for  
11 Pay Date seniority, provisions of the US Airways  
12 Transformation Plan will continue to apply for any applicable  
13 Pay Date seniority freezes and/or step backs. America West  
14 service will not count as furlough time under the existing US  
15 Airways passenger service collective bargaining agreement, as  
16 amended.
- 17 6. Employees who resign from America West will forfeit all  
18 seniority rights for time worked at America West as described in  
19 paragraph C.5. above. However, such employee will retain any  
20 remaining recall rights to US Airways. Employees who are  
21 terminated for just cause from America West will be considered  
22 terminated from both America West and US Airways. Such  
23 employee will have access to and be subject to the US Airways  
24 grievance and arbitration process following termination from  
25 US Airways. Any US Airways arbitration remedy will be  
26 limited to making the employee whole under the existing US  
27 Airways passenger service collective bargaining agreement, as  
28 amended.
- 29 7. Employees accepting positions at America West are not eligible  
30 for system transfer under the existing US Airways passenger  
31 service collective bargaining agreement, as amended, for one (1)  
32 year from their start date at America West.
- 33 8. Employees refusing an America West job offer will not be  
34 considered for any other America West passenger service  
35 positions under this Letter of Agreement and will not be eligible  
36 for system transfer to US Airways positions for a six month  
37 period as outlined in Article 9.G.4. of the existing US Airways  
38 passenger service collective bargaining agreement, as amended.  
39 This 6-month provision is subject to the existing LOA waiver  
40 for locations where US Airways would otherwise be forced to  
41 hire off the street.

- 1 D. Should US Airways exhaust the filling of vacancy and recall  
2 provisions of the US Airways passenger service collective  
3 bargaining agreement, as amended as well as the provisions of  
4 paragraph C.1-8 above, prior to hiring new employees, US Airways  
5 will make such vacancies available to America West furloughed  
6 passenger service employees in the same manner as described in  
7 paragraph C.1-8. above.
- 8 E. At the 26 airport locations where both America West and US  
9 Airways have flight operations and passenger service employees, the  
10 following Seamless Service provisions will apply:
- 11 1. At ticket counters, departure gates, baggage service offices,  
12 clubs, kiosk and queue positions, or at any other passenger  
13 service work position, non-management passenger service  
14 employees of either Airline Party, may provide assistance to  
15 customers of either Airline Party.
- 16 2. To initiate any such service, except for the “helping-hand”  
17 provisions in Section F. below, employees of both Airline  
18 Parties will bid on the combined US Airways and America West  
19 shifts at that station using their passenger service seniority. All  
20 work performed by the combined passenger service units at the  
21 location will be put on the bid.
- 22 Bids will be constructed so that US Airways and America West  
23 employees at the twenty-six affected stations are offered day  
24 shifts with days off to include one or both Saturday and Sunday  
25 (Friday/Saturday off, Saturday/Sunday off, or Sunday/Monday  
26 off) in the same approximate total ratio, relative to each other, as  
27 exists on the date of this Agreement. This shift bidding will not  
28 limit the Airline Parties’ ability to assign duties to US Airways  
29 and America West employees consistent with this Letter of  
30 Agreement.
- 31 The above exception is meant to facilitate transition to the  
32 normal CBA bidding process (Articles 8 and 9) and will be in  
33 effect only for bids occurring after the effective date of this  
34 Letter of Agreement and prior to the date of Operational  
35 Employee Integration.
- 36

- 1 The approximate ratio in a location will be established based on  
2 the last separate bid prior to implementation of Seamless  
3 Service in that location and new combined Seamless Service  
4 bids will indicate which day shift/weekends off will be  
5 applicable to each group. It is also understood and agreed that  
6 in applying a new shift bid, the Airline Parties will make a good  
7 faith effort to maintain the same approximate total ratio.
- 8 3. During the Seamless Service Period, employees' passenger  
9 service seniority will be determined by their respective  
10 employers' normal rules for calculating such seniority (years of  
11 service) in effect on the date of this Letter of Agreement.
- 12 4. These Seamless Service provisions may be implemented on  
13 different dates in different locations at any of the 26 stations as  
14 determined by the Airline Parties. The Association will receive  
15 a two-week notice of the intent to implement these Seamless  
16 Service provisions in any city prior to cut over. There will be  
17 no cross-utilization of US Airways and America West passenger  
18 service employees at any station except as provided for in this  
19 Letter of Agreement.
- 20 5. At a location utilizing these Seamless Service provisions, any  
21 reduction in force will be by inverse order of passenger service  
22 seniority of the combined passenger service group of both  
23 Airline Parties at that location. Employees selected for  
24 reduction in this manner will then follow the reduction-in-force  
25 rules contained in Article 12 of the CWA-US Airways  
26 Collective Bargaining Agreement.
- 27 6. Filling of full-time and part-time open positions which the  
28 Airline Parties decide to fill at any location utilizing these  
29 Seamless Service provisions will alternate between carriers,  
30 with the first full-time opening at a station filled by US  
31 Airways, the next full-time opening filled by America West; the  
32 first part-time opening filled by US Airways, the next part-time  
33 opening filled by America West, and so on. The exception will  
34 be LAS and PHX, where, once the US Airways recall and  
35 transfer list for that station is exhausted, vacancies will be filled  
36 by America West.
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- 1           7. Where a single set of rules are required to provide a single work  
2           schedule, the existing US Airways passenger service collective  
3           bargaining agreement, as amended, provisions will apply.  
4           Single set rules will be limited to Article 5, as amended,  
5           excluding shift swaps between US Airways and America West  
6           employees; and Article 6, as amended.
- 7           8. Other employees, including temporary employees, may assist in  
8           routine customer assistance during peak seasonality and such  
9           assistance will be limited to greeting and directing customers.  
10          Such assistance will not include queuing ticket counter lines and  
11          kiosk assistance or performance of ticket counter, gate, Club or  
12          baggage service duties.
- 13          9. Upon implementation of provisions contained in this paragraph,  
14          Passenger Service Management employees of either carrier may  
15          assist in performing passenger service work not to exceed 1  
16          hour per day in class (1) stations and 2 hours per day in class (2)  
17          stations of either carrier.
- 18          F. Unscheduled “Helping-hand” assistance may be provided to a  
19          customer of the other Airline Party in any of the 26 cities to provide  
20          customer assistance in the following manner:
- 21               1. Passenger service employees of either Airline Party may  
22               provide unscheduled individual customer assistance to a  
23               customer of either Airline Party.
- 24               2. Represented Passenger service employees of either Airline Party  
25               may provide kiosk and bag check assistance to customers of  
26               either Airline Party.
- 27               3. Passenger service employees, including temporary employees  
28               and including America West supervisors, of either Airline Party  
29               may provide customer greeting and direction of customers of  
30               either Airline Party, not to include kiosk assistance and line  
31               queuing, except in PHX where kiosk assistance and line queuing  
32               may be included.
- 33               4. Represented Passenger service employees of either Airline Party  
34               may provide baggage service assistance to customers of either  
35               Airline Party.
- 36               5. With the exception of paragraph F.1 above, the “helping-hand”  
37               assistance in this paragraph F. does not apply to passenger  
38               service duties at the gates or ticket counters, or clubs.

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6. There shall be no change of work schedules or duty assignments as a result of use of these “helping-hand” provisions. Any reduction in force of Passenger Service employees at a station where the Seamless Service Provisions of Section E. are not in effect, but where these Section F. “helping-hand” provisions are used, will take place as described in Section E paragraphs 3 and 5 above. –Should any reduction in force occur at one of the Airline Parties in one of the 26 overlap stations where neither the provisions of Section E nor the provisions of Section F are being utilized, the reduction will be based on the applicable existing provisions of that Airline Party.
  7. The Airline Parties may convert an America West Management supervisor to the US Airways Customer Service Supervisor classification at any of the 26 cities where the Seamless Service provisions are in effect at any time prior to Operational Employee Integration.  
  
Should the Airline Parties elect to convert an America West supervisor to CSS in one of these cities, such America West supervisor will be given Passenger Service seniority and pay date seniority inclusive of previous applicable seniority including time as a supervisor.
  8. Upon implementation of provisions contained in this paragraph, Passenger Service Management employees of either carrier may assist in performing passenger service work not to exceed 1 hour per day in class (1) stations and 2 hours per day in class (2) stations of either carrier.
  9. These Helping-hand provisions may be implemented on different dates in different locations at any of the 26 stations as determined by the Airline Parties. The Association will receive a two-week notice of the intent to implement these Helping-hand provisions in any city prior to cut over.

32 III. Seniority List Integration

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- A. Any transitional procedures required to integrate the seniority of the two groups will be determined by the Association and submitted to the Airline Parties for acceptance by no later than April 1, 2006. The Airline parties will accept such transitional procedures providing they comply with the following criteria:
    1. furloughed passenger service employees may not bump/displace active passenger service employees; and

- 1           2. does not cause or contribute to the incurring of back pay,  
2           increased costs associated with training or company paid moves,  
3           or payment of premiums for duties not actually performed; and
- 4           3. no stapling of all the employees of one Airline Party to the  
5           bottom of the seniority list of the other Airline Party.
- 6           The union agrees that any transitional procedures will not  
7           require any personnel file record checks on the part of the  
8           Airline Parties in order to integrate the seniority lists into a  
9           combined seniority list.
- 10          Any disputes regarding the incorrect posting of the new  
11          integrated Passenger Service seniority list will be handled  
12          pursuant to Article 8.I. of the CBA, except that it will be the  
13          responsibility of the Association to resolve and respond to the  
14          grievant and notify the Company of any decision made to  
15          modify the posted Passenger Service seniority date and the  
16          Airline Parties will not be a party to any such grievance.
- 17          B. The Airline Parties will cooperate and respond to reasonable  
18          requests by the Association for passenger service employment data,  
19          including providing necessary information in personnel file records,  
20          necessary for the seniority integration.
- 21          IV. Negotiation of Transition to US Airways Collective Bargaining  
22          Agreement
- 23          A. The Association and the Airline Parties will negotiate final rules to  
24          transition the America West passenger service employees to the  
25          existing US Airways passenger service collective bargaining  
26          agreement, as amended, as listed below. Such negotiations will not  
27          be Section 6 negotiations with regard to the CWA Collective  
28          Bargaining Agreement.
- 29          1. The Association and the Airline Parties will commence  
30          negotiations no later than January 15, 2006. If the Parties have  
31          not reached final agreement on all transition rules on or before  
32          June 1, 2006, then any remaining open items will be resolved  
33          through Expedited Arbitration as provided for in the existing US  
34          Airways passenger service collective bargaining agreement, as  
35          amended. Any Expedited Arbitration will be limited in scope  
36          and remedy to open items specific to transitioning the America  
37          West passenger service employees to the existing US Airways  
38          passenger service collective bargaining agreement, as amended  
39          except that pay will be transitioned as follows:

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- Effective on the first pay period following the earlier of (i) 4/1/06, or (ii) resolution of all transition issues, either through agreement or arbitration award America West employees and MLE Agents will receive an across-the-board \$.40 per hour increase or transition to the applicable step of the applicable payscale, whichever is less.
  - Effective on the first pay period following four months from the first increase, America West employees and MLE Agents will be increased by 25% of the difference between their then current payrate and the payrate at their appropriate step of the CWA US Airways Passenger Service CBA CSA payscale; In no event will an employee suffer a reduction in pay.
  - Effective on the first pay period following ten months from the first increase, America West employees and MLE Agents will be increased to 50% of the difference between their then current payrate and the payrate at their appropriate step of the CWA CBA CSA payscale; In no event will an employee suffer a reduction in pay.
  - Effective on the first pay period following fifteen months from the first increase, America West employees and MLE Agents will be increased to 75% of the difference between their then current payrate and the payrate at their appropriate step of the CWA CBA CSA payscale. In no event will an employee suffer a reduction in pay.
  - Effective on the first pay period following twenty months from the first increase. America West employees and MLE Agents will be increased to 100% of their appropriate step of the CWA CBA, placing them at 100% of the CBA CSA payrates. In no event will an employee suffer a reduction in pay.
2. The parties will meet at mutually agreed facilities in the vicinity of Phoenix or Washington, D.C., on an alternating basis.
  3. The current America West Section 6 passenger service negotiations will be terminated as of the date of this Letter of Agreement.



- 1 B. The Airline Parties and the Association may jointly agree to  
2 implement one or more selected provisions of the existing US  
3 Airways passenger service collective bargaining agreement, as  
4 amended, prior to final transition to the existing US Airways  
5 passenger service collective bargaining agreement, as amended, and  
6 apply such provision(s) to either or both Airline Parties.
- 7 C. Upon Operational Employee Integration, Article 3.B.4. of the CWA-  
8 US Airways CBA shall be amended to include the following  
9 provision: Passenger Service management may assist in performing  
10 passenger service work provided that such work does not exceed 1  
11 hour per day in a Class 1 stations or 2 hours hour per day in Class 2  
12 stations. This provision is not intended to be used to avoid using  
13 overtime where coverage for a scheduled shift is necessary. The  
14 company will provide the union with appropriate documentation to  
15 monitor this provision. The Company will not use any of these  
16 provisions in any staffing formula to determine headcount.
- 17 In addition to the scope provisions set forth in this Article 3, other  
18 employees, including temporary employees, may assist in routine  
19 customer assistance during peak seasonality and such assistance will  
20 be limited to greeting and directing customers as described in II.E.8.
- 21 D. The America West passenger service employees will transition to the  
22 existing US Airways passenger service collective bargaining  
23 agreement, as amended, within forty five (45) days (except health  
24 and welfare) after final agreement on all transition rules or a final  
25 arbitration ruling on all issues submitted for Expedited Arbitration  
26 per paragraph A.1. above.
- 27 E. Effective on the bid date for 2007 vacations, Holiday Option 2 will  
28 be reinstated at the applicable number of holidays (5) and Holiday  
29 Option 1 will be eliminated until the bid date for 2012  
30 Vacation/Holidays at which point option 1 will be reinstated. MLE  
31 employees will also be converted to option 2 on the bid date for  
32 2007 vacations.
- 33 F. The pay step freeze currently in effect will be unfrozen effective  
34 with the first pay period following April 1, 2006.
- 35 V. Operational Employee Integration
- 36 Operational Employee Integration is defined as the time the passenger  
37 service employees of America West and US Airways are integrated into a  
38 combined passenger service workforce, with the application of the  
39 combined passenger service seniority list and occurs following the

- 1 completion of all of the items below and within forty-five (45) days after  
2 the completion of whichever occurs last:
- 3 A. Submittal by the Association and acceptance by the Airline Parties  
4 of a combined passenger service seniority list; and
  - 5 B. Final agreement on rules regarding the transition of America West  
6 passenger service employees to the existing US Airways passenger  
7 service collective bargaining agreement, as amended, as provided in  
8 Section IV, above.
  - 9 C. Conversion to a permanent single reservations system.

10 VI. Disputes as to Interpretation or Application of this Letter of Agreement

11 The Airline Parties and the Association will make a good faith effort to  
12 resolve any dispute arising from the implementation of this Letter of  
13 Agreement. Any dispute raised by either an Airline Party or the  
14 Association will first be discussed orally between the parties. Where  
15 resolution cannot be reached, the dispute shall be reduced to a written  
16 grievance by the party who raised the issue and will be scheduled for  
17 expedited arbitration as follows:

- 18 A. The Airline Party(ies) and the Association will select a neutral and  
19 an alternate who will hear all disputes regarding this Letter of  
20 Agreement.
- 21 B. Participation in the hearings may be telephonic at the sole discretion  
22 of the parties.
- 23 C. All hearings will commence, subject to the availability of the neutral,  
24 within ten (10) days of the grievance being filed and designated as  
25 expedited by either party.
- 26 D. All arbitration decisions will be rendered orally by the close of  
27 business the day following the hearing and will be followed up with  
28 a short written description of the issue, the award and a synopsis of  
29 the basis upon which the award is made.
- 30 E. Costs of this process will be shared equally between the parties.

31 VII. Effective Date, Modification, Status of Letter of Agreement, and  
32 Duration

33 This Letter of Agreement:

- 34 A. Will take effect on the date of execution set forth below;
- 35 B. May be modified by written agreement of the Association and the  
36 Airline Parties collectively;

1 C. Governs in case of conflict between one of its terms and a provision  
2 of the existing US Airways passenger service collective bargaining  
3 agreement, as amended, or applicable terms and conditions of  
4 employment at America West; and

5 D. Will remain in effect in accordance with its terms until each of the  
6 provisions herein has been fulfilled, unless sooner terminated by  
7 written agreement of the Association and the Airline Parties  
8 collectively.

9 IN WITNESS WHEREOF, the parties hereto have executed this Letter of  
10 Agreement effective this 5th day of December, 2005.

11 AMERICA WEST AIRLINES, INC.:

12  
13 By: \_\_\_\_\_

14

15 US AIRWAYS, INC.

16  
17 By: \_\_\_\_\_

18

19 AIRLINE CUSTOMER SERVICE EMPLOYEE ASSOCIATION – IBT  
20 AND CWA

21  
22 By: \_\_\_\_\_

23

24 By: \_\_\_\_\_

25

26 COMMUNICATIONS WORKERS OF AMERICA

27  
28 By: \_\_\_\_\_

29

30 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

31  
32 By: \_\_\_\_\_