COLLECTIVE BARGAINING AGREEMENT

by and among

ALLEGIANT AIR, LLC.

and the

TECHNICIANS AND RELATED

in the service of

ALLEGIANT AIR, LLC.,

as represented by

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

2021-2026

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ARTICLE 1
RECOGNITION, PURPOSE, AND SCOPE

A. Certification and Recognition

On March 7, 2018, in Case No. R-7507, involving Allegiant Air, LLC ("Company" or "Allegiant Air"), those "Mechanic & Related" employees, hereinafter referred to as "Technician and Related" employees in the employ of Allegiant Air, and the International Brotherhood of Teamsters ("Union" or "IBT"), the National Mediation Board ("NMB" or "Board") certified that "the IBT has been duly designated and authorized to represent for the purposes of the RLA, as amended, the craft or class Mechanics & Related Employees, employees of Allegiant Air, Inc. its successors and assigns." In accordance with that certification, Allegiant Air hereby recognizes the IBT as the duly designated and authorized sole and exclusive bargaining representative of the Technician and Related employees in the employ of the Company and its successors and assigns, which shall include all Technician and Related employees on the Allegiant Air Technician and Related System Seniority List.

B. Purpose of Agreement

The purpose of this Agreement is, in the mutual interest of the Company, the Union, and the Technician and Related employees on the Allegiant Air Technician and Related Seniority List, to provide for the operation of the Company under methods which shall further, to the fullest extent possible: the safety of air transportation, the efficiency of operation, and the continuation of employment of Technician and Related employees under conditions of reasonable working conditions and proper compensation. It is recognized to be the responsibility of the Company, the Union, and the Technician and Related employees on the Allegiant Air Technician and Related Seniority List to cooperate fully for the attainment of these purposes.

C. Characterization and No Discrimination

Whenever the words "Technician and Related(s)" or "employee(s)" are used in this Agreement, they designate and refer only to such Technician and Related employees as covered by this Agreement, except as explicitly provided otherwise. It is further recognized that whenever in this Agreement Technician and Related or jobs are referred to in either the masculine or feminine gender, it shall be understood to mean both male and female Technician and Related employees. It is further understood that there shall be no discrimination by either party against any Technician and Related employee who is now, or may become, subject to the terms of this Agreement because of age, race, sex, color, religion, national origin, sexual orientation, handicap or disability.

D. Scope Protections

1. Except as otherwise expressly provided in this Agreement, present Technician and Related work performed by the Company shall normally be performed by Technician and Related employees on the Allegiant Air Technician and Related Seniority List in accordance with the terms and conditions of this Agreement.

2. "Technician and Related work" means work that is regularly assigned to and performed by Technician and Related employees on the Allegiant Air Technician and Related Seniority List, including work currently performed and hereinafter assigned. In the performance of the above, Technician and Related employees will give full consideration to economic factors and operating costs and perform their duties in the most economical profile that insures a safe and reliable operation, as instructed and directed by the Company.

3. Qualified management officials shall be permitted to perform Technician and Related work to remain proficient and qualified, for customary management and training purposes, or as necessary to assist the operation in the event of emergency operations or to avoid operational disruptions. The performance of Technician and Related work under this Article 1.D.1.c. shall not cause the furlough or prevent the recall of Technician and Related employees.

4. Except as limited by the explicit terms of this Agreement, the Company reserves the right to contract out work. Except when an emergency situation (including natural and/or man-made disasters) exists, before the Company contracts out work which would have the direct result of the layoff of existing full-time bargaining unit employees, the Company will notify the Union and offer the Union an opportunity to discuss the matter before the date such contracting is to begin. The Company and Union agree to good faith discussions around alternate, viable options to avoid or minimize such layoffs. Once the Union has been afforded the opportunity to discuss the matter, however, the Company retains the right to contract out the work.

5. The Company shall not create or otherwise operate an "alter ego" to avoid the terms and conditions of the Agreement.

E. Successors and Assigns

1. This Agreement shall be binding upon the parties hereto and their successors, assigns, assignees, and administrators. Any transaction that involves the transfer (in a single transaction or in related multi-step transactions which close within a twelve (12) month period) of ownership or Control of the Company and/or substantially all of the Company's assets shall be a "Successor Transaction."

2. In the event of a merger, purchase, or acquisition of the Company by another company, involving that entire company or a substantial portion of that company, the Union and the Company will meet to discuss the impact of the merger, purchase, or acquisition, if

any, upon Union-represented Technician and Related employees. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition reasonably in advance of meeting, subject to Securities and Exchange Commission (SEC) and other applicable laws and regulations, to allow the Union to prepare for these discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements to protect the confidentiality and use of such information.

F. Technician and Related Protections Upon Merger or Consolidation

1. Unless otherwise agreed by both parties, the following provisions shall apply in the event of a Successor Transaction that may affect the employment and/or seniority rights of Technician and Related employees on the Allegiant Air Technician and Related Seniority List. These provisions shall apply if the Company is acquired by another air carrier, and shall bind the Successor or surviving air carrier regardless of the form of the transaction, as long as there is an actual merger of operations, as governed by the decision of the Successor or surviving air carrier.

    a. If all of the respective Technician and Related groups are represented by the Union, and if the Union's Seniority Integration Merger Policy is in effect, the Union's Seniority Integration Merger shall govern the seniority integration. If all of the respective Technician and Related groups are not represented by the Union, or the Union's Seniority Integration Merger Policy is not in effect, then the McCaskill Bond Amendment, 49 U.S.C. § 42112, note, § 117(a), shall govern the seniority integration. The Company or other Successor, as appropriate, shall accept the integrated seniority list.

    b. The operations of the pre-transaction air carriers shall be combined as soon as legally and practically possible. Nonetheless, the operations of each pre-transaction airline shall remain separated until such time as both the Technician and Related seniority lists are integrated and negotiations relating to the implementation of a single collective bargaining agreement covering all of the involved Technician and Related employees are concluded in accordance with this Article.

    c. In the event of an operational merger, the representative of the post-merger craft or class will be established pursuant to Article 2, Ninth of the Railway Labor Act, as amended.

    d. Pending the operational merger of the pre-transaction carriers, the implementation of a single collective bargaining agreement covering all of the involved Technician and Related employees and the integration of the Technician and

Related seniority lists, the Union will continue to be recognized as the representative of the pre-merger Technician and Related Crafts or Classifications.

e. Prior to the effectuation of an operational merger, the parties shall establish a single collective bargaining agreement covering all of the involved Technician and Related employees. A tentative agreement should be reached by the parties within twelve (12) months from either the date of the announcement of the Successor Transaction or, if necessary, a determination of representative under Article 1.F.1.c. above, whichever occurs later. If a tentative agreement is not reached in that time frame, the parties shall submit unresolved issues to binding interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute, but shall not have precedential or binding effect on other or future collective bargaining disputes or negotiations. The arbitrator shall also include in his or her award all of the provisions agreed upon by the parties during their negotiations.

G. Information Sharing

Upon request by the Union, Company representatives shall meet with Union representatives. The Company shall provide the Union with the information the Company deems necessary to monitor compliance with and enforce the requirements of this Article. Any disputes which may arise as to the provisions of this Article will be referred to expedited handling before the System Board of Adjustment, as set forth in Article 20. Proprietary, sensitive or confidential information shall be reviewed by the Union representatives under standard confidentiality agreements at the Company's request.

H. Expedited Board of Adjustment Procedures

The Company agrees to arbitrate any grievance filed by the Union alleging a violation of Article 1 on an expedited basis. Any such grievance shall proceed directly to the System Board of Adjustment sitting with a neutral arbitrator. That neutral shall be selected from the parties' then current panel of neutrals by agreement of both parties or by a selection method agreed to by both parties. The hearing shall take place no later than thirty (30) days after the selection of the neutral arbitrator, or at the earliest available opportunity of the neutral arbitrator and the parties if beyond 30 days. The parties shall request from the arbitrator that the decision of the System Board of Adjustment be rendered no later than thirty (30) days after receipt of the daily transcript by the parties, unless the parties agree otherwise in writing.

I. Definitions Used in Article 1

1. Company

"Company" means Allegiant Air, LLC.

2. Entity

"Entity" means a natural person, corporation, association, partnership, trust or any other form for conducting business, and any combination of any of the foregoing.

3. Joint Venture

"Joint Venture" means a formal or informal business arrangement in which two or more Entities establish a separate Entity, or join and otherwise participate in an already existing separate Entity, for the conduct of one or more specific purposes for the mutual direct or indirect benefit of the Entities that establish and/or join and otherwise participate in such separate Entity.

4. Parent

"Parent" means any Entity that Controls another Entity.

5. Subsidiary

"Subsidiary" means any Entity that is Controlled by another Entity.

ARTICLE 2
DEFINITIONS

1. **Bases –** Locations where the Company is offering Bid Shifts and/or Vacancies in a particular Craft and Classification.

2. **Classifications –** Specific job titles (Positions) that have been designated as covered under this Agreement, as expressly provided for in Article 4.

3. **Company Seniority –** Technician and Related employee's original date of employment with the Company.

4. **Corporate Travel Expense Reimbursement Policy –** Documented and published Company policies the reimbursement of business travel related expenses.

5. **Calendar Year –** January 1 through December 31.

6. **Craft –** Group of working position Classifications, as defined in Article 4.

7. **Craft Seniority –** Technician and Related employee's length of service from the date first training and/or performing service under a particular Craft covered by the Agreement, as adjusted pursuant to this Agreement.

8. **Day/Shift Trade –** Request from a Technician and Related employee to trade a previously scheduled shift, as provided for in Article 5.

9. **Employee –** A Technician and Related employee, unless otherwise stated.

10. **Involuntary Overtime –** Overtime opportunity assigned on an Involuntary basis.

11. **Longevity –** Time spent working in a Position covered by this Agreement.

12. **Maintenance Work Rules (MWR) –** Documented and published Company work rules and policies governing maintenance related workgroups.

13. **Overtime –** Actual hours worked above forty (40) hours in a workweek for non-exempt Technician and Related employees.

14. **Position –** Specific job titles (Classifications) that have been designated as covered under this Agreement, as expressly provided for in Article 4.

15. **Road Trip –** When the Company determines it necessary to deploy aircraft and personnel in a rescue role and/or to perform work at another station that does not constitute a TDY.

16. **Seniority List –** The names of all the active, inactive or promoted Technicians and Related, entitled to Seniority at Allegiant Air.

17. **Shifts –** Scheduled work shifts, defined as day/first shift, swing/second shift, and midnight/third shift.

18. **Shift Bid –** System for assigning Shifts at Bases or locations where the Company is offering for Bid varying Shifts in a particular Craft and Classification.

19. **Temporary Duty (TDY) Assignment –** A Temporary Duty (TDY) assignment is planned field service away from a base.

20. **Vacancy(ies) -** Number of Positions to be filled or maintained in any Craft or Classification at any particular location.

21. **Voluntary Overtime –** Overtime opportunity offered on a Voluntary basis.

22. **Voluntary Short Term Time Off (VSTO) –** Voluntary Short Term Time Off (VSTO) that may be made available to employees, at the Company's discretion, based on projected staffing needs as they relate to the operations of our network.

ARTICLE 3
CLASSIFICATIONS

A. General

All employees covered by this Agreement shall be recognized as being in the Craft or Classification of Technician and Related. The classifications and the work of such classifications and the job requirements and job descriptions contained within this Article shall not be added to, reduced, deleted, or amended without first notifying the Union and providing an opportunity to meet and confer to discuss concerns.

B. Classifications

The Company and Union have agreed to the Technician and Related Craft and Classifications as provide for in Section 4.C. of this Agreement.

C. General Duties Associated with a Craft

The following are general duties associated with the different Technician and Related Crafts:

1. **Aircraft Technician** – Performs maintenance on the Aircraft and hold appropriate qualifications to perform such maintenance.

2. **Material Specialist** – Responsible for the logistical aspects of inventory maintenance and other non-managerial Materials related work.

3. **Work Control** – Performs local administrative planning and work to support maintenance operations. (e.g., assembly of aircraft work packages and workload based on resource requirements and availability, etc.)

NOTE: An employee may be required to perform work outside of their Craft and/or Classification to maintain operational integrity, so long as such employee has the qualifications to perform such work if a qualification is required.

ARTICLE 4
SENIORITY

A. General

The Company shall maintain an Allegiant Air Technicians and Related Seniority List ("Seniority List"), which shall be the list dated and agreed to on the date of signing of this Agreement, as subsequently amended and brought up to date, as provided in Article 4.D., below. The Seniority List shall contain the names of all employees covered by this Agreement who are entitled to Technicians and Related Craft Seniority (as described below in paragraph B), whether active or inactive. The Seniority List shall also contain each Technicians and Related employee's original date of employment with the Company (which shall be referred to as Company Seniority).

B. Craft Seniority

Craft Seniority shall commence on the first day of work in a particular Craft for employees covered by the Agreement and shall continue to accrue except as provided elsewhere in this Agreement. A covered employee's Craft Seniority shall continue to accrue during the employee's uninterrupted period of employment with the Company while performing work in that Craft Note, for the purpose of determining initial Craft Seniority date, employees working the night/graveyard shift (with a starting time before midnight) are considered as working on the day on which they begin their shift. Once an employee has attained a Craft Seniority date, that date is retained when moving to other Classifications within the same Craft.

C. Crafts and Classifications

1. Aircraft Technicians
    a. Tech, A/C MX – 5206
    b. Sr. Tech, A/C MX – 5227
    c. Team Lead, MX - 5205
    d. Maintenance Controller - 5207
    e. Supv, MX Control - 2301
    f. Specialists, Field Support Tech MX - 6900
    g. Representative, Heavy MX - 5216
    h. QC Inspector, Line MX - 5314
    i. QC Inspector, Heavy MX – 9982
    j. Line MX Planner
    k. Senior Line MX Planner

2. Material Specialists
    a. Specialist, Material - 2304
    b. Lead Specialist, Material - 2306

c. Specialist, QC Receiving - 2307

3. Work Control
   a. Clerk, Technician Work Control – 2516
   b. Clerk, Work Control – 6922

D. Applicability

Craft Seniority shall apply explicitly for the purposes of schedule bidding or as otherwise provided for in this Agreement. Company Seniority shall govern with respect to vacation accruals and vacation bidding, as well as non-revenue pass travel and as otherwise specifically provided for in this Agreement. An employee on Furlough shall maintain, but not continue to accrue, Company Seniority. Company Seniority and Craft Seniority shall accrue during Leaves of Absence only as provided for in Article 10, Leave of Absence.

E. Development and Maintenance of the Seniority List & Seniority Protests

1. The current Seniority List shall be provided to the Union upon request, but at a minimum two times per calendar year in conjunction with the semi-annual shift bid.

2. Should one or more of the Technicians and Related have an identical Company, or Craft Seniority date, placement on the Seniority List shall be determined using the last four digits of their social security numbers, with the individual having the lower number having the higher seniority among those individuals. If two or more such individuals have the same last four social security digits on their social security numbers, then the last six digits of their social security numbers shall be used to determine their placement on the Seniority List, with the individual having the lower number having the higher seniority among those individuals.

3. Within sixty (60) calendar days of the date of ratification of this Agreement the Company will post the Seniority List. A Technicians and Related employee will have sixty (60) calendar days to protest his relative seniority position, alleged omissions or any other incorrect postings that affect his seniority; provided, however, that a Technician and Related employee on vacation, leave of absence or furlough during the entire sixty (60) day protest period shall be permitted fourteen (14) days after return to active duty to submit a protest, as allowed herein. A Technicians and Related employee who fails to file a written protest within the time limits provided herein shall be bound by the Seniority List as posted and shall have no further recourse.

a. A Technician or a Related employee protesting his position on the Seniority List shall submit his protest in writing to their appropriate Director, or designee, with a copy to the Union. Only protests relating to errors or changes occurring after the last required official posting of the Seniority List

shall be subject to this or any other protest procedure, including the Grievance procedure, as provided in Article 19 (Dispute Resolution and Grievance).

b. The Company shall present all properly submitted seniority protests to the Union for its review and position regarding how the protest should be resolved.

(1) If the Company agrees with the resolution of the seniority protest, as proposed by the Union, then the Seniority List shall be amended accordingly, and the protest resolution will become final and binding on all parties and for all purposes.

(2) If the Company does not agree with the resolution of the protest, as proposed by the Union, then the Union may submit the matter directly to the System Board of Adjustment, as provided in Article 19. Should the protest be so submitted, the decision in the matter shall be final and binding on all parties and for all purposes.

F. Probation

A Technician or a Related employee shall be considered in a "probationary" status for the first one hundred eighty (180) calendar days of active employment, inclusive of initial training. With Union concurrence, a Department Director may extend a Technician or a Related Employee's Probationary Period for up to six (6) additional months. Unpaid time absent from duty of more than three consecutive days shall not apply towards satisfaction of the probationary period. Termination of a Technician or Related employee during such Probationary Period shall result in his removal from the Seniority List, and such termination or disciplinary action shall not be subject to any of the provisions of Articles 19 (Dispute Resolution and Grievance Procedure) and 20 (System Board of Arbitration).

G. Loss of Seniority

A Technician or Related employee shall forfeit all seniority rights and his name shall be removed from the Seniority List, as may be specifically provided elsewhere is this Agreement, and when:

1. He is discharged, and such discharge is determined to be for just cause through the procedures set forth in Articles 19 (Dispute Resolution and Grievance) and 20 (System Board of Arbitration), or such discharge is unchallenged;

2. He retires or dies;

3. He resigns his employment with the Company;

4. He fails to return to work upon the expiration of a Leave of Absence, as provided in Article 10 of this Agreement;

5. He fails to return from furlough within the time period provided in Article 9., Reduction in Force (RIF) Furlough & Recall; or

6. He has been on furlough for a period in excess of the time period provided in Article 9, Reduction in Force (RIF) Furlough & Recall.

H. Transfer to Another Craft or to Jobs Within the Company Not Covered by this Agreement

1. A non-probationary Technician or Related employee who transfers to another Craft or any other job within the Company not covered by this Agreement shall retain and continue to accrue Seniority on the Craft Seniority List for one hundred-eighty (180) days while working in such position and will be noted as "inactive status." On the one hundred-eighty first (181) day, said employee shall retain, but no longer accrue Craft Seniority.

2. Such Technician or Related employee who voluntarily returns to a position covered by this Agreement will not be permitted to displace a Technician or Related on the Seniority List who is working under this Agreement and may only return through being the successful bidder on a Technician or Related vacancy.

3. Such Technician or Related employee who is involuntarily removed from a management or other position not covered by this Agreement but is retained by the Company may return to a position covered by this Agreement under the procedure identified in Section 4.H.2. above. However, should there be no Technician or Related vacancies at the time the employee is involuntarily removed, the following procedures shall apply:

a. The retained Technician or Related employee will not be permitted to request a position or location for which he is not currently qualified and for which his Craft seniority could not hold; and

b. The retained Technician or Related employee will not be permitted to exercise his Craft Seniority to displace another more junior Technician or Related employee on the Seniority List who is working under this Agreement unless the retained Technician or Related employee cannot be absorbed in the requested location and departmental headcount. In such case, the Company will have the option of;

(1) Offering the retained Technician or Related employment in a particular Craft, Classification and location that could absorb the additional headcount; or

(2) Allowing the retained Technician or Related employee to displace the junior-most Technician or Related employee in his particular Craft and Classification, who may then be furloughed. In this case, the retained Technician or Related employee would be required to accept the position and location vacated by the furloughed employee.

ARTICLE 5
HOURS OF SERVICE AND SCHEDULING

A. Application of Article

This Article is intended to define the normal hours of work per day or per week and provide the basis for the calculation of overtime to non-exempt employees. It is the expectation that the Company will not schedule an hourly employee (i.e., non-salaried, exempt employee) for less than eighty (80) hours of work per pay period, unless otherwise provided for in this Agreement. However, should the need arise to assign a Technician and Related employee to less than eighty (80) hours of work per pay period, the Company shall meet and confer with the Union to discuss such need. This meet and confer obligation shall not apply to any action provided for in this Agreement (e.g., is a result of a transition to a new shift/day off schedule, transition to a new Craft/Classification, a new hire employee, return from an approved Leave of Absence or VSTL, etc.).

B. Scheduling

1. Shifts

    a. Except for special cases where adjustments in shift days and hours are made for Company convenience, or in the case of 12-hour shifts, Technician and Related employees shall be scheduled on one of three basic shifts:

        i. 1st Shift (Days), which is usually in the day time

        ii. 2nd Shift (Swing) which is usually evenings

        iii. 3rd Shift (Midnight) which is usually late nights

    b. Actual Shift beginning and end times shall be determined at the Company's sole discretion based upon the operational needs. In some cases, a flexible or moving schedule may be offered with approval of the Director of Maintenance (DOM) or the Chief Inspector.

    c. Technician and Related employees are expected to be clocked-in and ready to begin work at their published shift start time. Time for preparation will not be paid.

    d. Technician and Related employees are expected to work up until their published shift end time unless requested and approved in advance by Management to work overtime.

    e. Any alterations to a Technician and Related employee's scheduled shift must be approved in advance by Management.

C. Time Clocks

1. The Company may have time clocks installed at regular workstations (i.e., Permanent work locations such as Bases).

2. Time clock records (where available) shall be the means by which the Company facilitates payroll for all Technician and Related employees.

3. It shall be the Technician and Related employee's responsibility to use the time clock to record/track their hours worked.

4. Technician and Related employees are expressly prohibited from punching another Technician and Related employee's timecard.

5. Only Management may edit/approve changes made on a Technician and Related employee's timecard.

D. Breaks

1. Hourly Technician and Related employees shall be provided with a 30-minute paid lunch break during their shift.

2. Hourly Technician and Related employees assigned to an eight (8) hour shift shall be provided with two 10-minute paid breaks during their shift.

3. Hourly Technician and Related employees shall be provided with an additional 10-minute break for every two (2) hours worked in excess of eight (8) hours, whether originally scheduled or on overtime (or as required by local regulation).

4. Technician and Related employees actual Lunch and Break times are based on operational needs, and subject to Company approval.

5. Hourly Technician and Related employees are strongly encouraged to take their allotted breaks, however, an hourly Technician and Related employee who does not take their allotted break(s) will not receive any additional compensation or be allowed to request it be placed at the end of their shift so as to leave work early.

6. Hourly Technician and Related employees shall not be provided any additional breaks (e.g., smoking breaks, etc.) in addition to those provided in this paragraph 5.D 1., 2., or 3. above.

E. Duty Time Limitations

1. Except as provided for in Article H.4. below, Hourly Technician and Related employees in the Aircraft Technician Craft who complete a duty period of sixteen (16) consecutive hours or more of work shall be required to have a minimum of ten (10) consecutive hours of rest. If the sixteen (16) consecutive hours worked were the result of approved Overtime or other Company mandated assignment, the ten (10) consecutive hours of rest shall not result in any loss of pay for a subsequent shift (e.g., 8-hour Tech works a double shift on Overtime on his Monday, he would not be required to report for work for 10-hours following his double shift, thereby reporting to work 2-hours after the normal start time of his shift. In this case, the 2-hours missed would not result in a loss of pay for the Tech as the 16-hour shift was the result of approved Overtime). This duty time limitation shall not apply to exempt Technician and Related employees in the Aircraft Technician Craft, or to Technician and Related employees in the Material Specialist or Work Control Crafts.

2. Except as provided for in Article E.4. below, Hourly Technician and Related employees in the Aircraft Technician Craft may not be scheduled for more than twenty-four (24) hours of overtime in any scheduled 40-hour work week without express approval from the DOM or the Chief Inspector. This Overtime limitation shall not apply to exempt Technician and Related employees in the Aircraft Technician Craft, or to Technician and Related employees in the Material Specialist or Work Control Crafts.

3. Hourly Technician and Related employees in the Aircraft Technician Craft shall be limited to working six (6) consecutive days, after which time, the Technician will be required to take at least one (1) day off before returning to work. This Overtime limitation shall not apply to exempt Technician and Related employees in the Aircraft Technician Craft, or to Technician and Related employees in the Material Specialist or Work Control Crafts.

F. Day/Shift Trades

1. Hourly Technician and Related employees shall comply with the following when requesting Day/Shift Trades:

    a. Hourly Technician and Related employees must complete a Day/Shift Trade Request form and submit to their manager for approval.

    b. Submitted Day/Shift Trade Requests must be approved in advance, and such approval shall be at the sole discretion of the Company.

    c. Hourly Technician and Related employee Day/Shift Trade requests will only be considered if the request to trade a shift is with another hourly Technician and Related employee with the same or similar qualifications who is scheduled for the same number of hours (e.g., 12-hour shift for a 12-hour shift, ERT for a ERT, etc.).

d. Hourly Technician and Related employees awarded a Day/Shift Trade shall be paid for the original shift (i.e., shift traded away) versus the shift actually worked (i.e., traded into).

e. Day/Shift Trade hours worked shall be paid at the hourly Technician and Related employee's regular hourly rate. Trades will not result in additional Overtime for either hourly Technician and Related employee unless the hourly Technician and Related employee would have already received overtime had the trade not occurred.

f. The Day/Shift Trade must comply with the rest/duty time requirements of Article 5.E, above.

g. Day/Shift Trades between hourly Technician and Related employees must be completed in the same pay period.

h. An Hourly Technician and Related employee is not permitted to trade with himself/herself.

i. An Hourly Technician and Related employee who has a requested Day/Shift Trade approved shall report for and work the Day/Shift Trade as assigned. Failure to report shall result in a loss of pay for the original shift (i.e., shift traded away) and will be considered an unapproved absence in accordance with the Company's attendance policy.

ARTICLE 6
OVERTIME

A. Overtime Rules

1. Only non-exempt (i.e., non-salaried exempt) Technician and Related employees shall be eligible for Overtime pay in accordance with this Article.

2. Unless otherwise required by State law, non-exempt Technician and Related employees shall be paid their straight time hourly rate of pay for any hours worked, up to forty (40) hours in a work week. Unless otherwise required by State law, non-exempt Technician and Related employees shall be paid one and one-half times their regular straight-time hourly rate of pay for any hours worked above forty (40) hours in a workweek (i.e., Overtime).

3. The Company, in its sole discretion, will determine if an Overtime opportunity is to be made available. Any and all Overtime is subject to advance approval by the Department Director or their designee, and such Overtime shall be administered in accordance with this Article.

4. Paid time off in the form of vacation leave will be considered hours worked for purposes of this section. Except as otherwise provided herein, "hours worked" includes only hours actually worked, as defined by the Fair Labor Standards Act.

5. A Technician and Related employee may be offered and assigned Voluntary Overtime or assigned to Involuntarily Overtime that would require them to report prior to or remain on duty past their scheduled Shift to meet operational requirements.

6. A Technician and Related employee may be offered and assigned Voluntary Overtime or assigned to Involuntarily Overtime on a scheduled day off.

7. Technician and Related employees may not be compensated with days off in lieu of Overtime pay.

8. Technician and Related employees may not refuse Involuntary Overtime assignments.

B. Types of Overtime

A Technician and Related employee may be offered Voluntary Overtime opportunities, or assigned Involuntary Overtime as provide in this Article. This can include partial or full shifts, as well as Road Trips.

C. Assignment of Overtime

1. A non-exempt Technician and Related employee who is assigned Voluntary or Involuntary Overtime that would require them to report to work prior to the scheduled start time of their shift, or require them to remain on duty after the scheduled end time of their shift, will be compensated for actual hours worked at the applicable rate.

2. A non-exempt Technician and Related employee who is assigned Voluntary or Involuntary Overtime that would require them to report to work on a day that they are not already scheduled to work (i.e., a day off) will be compensated for the greater of four (4) hours or actual hours worked, at the applicable rate.

D. Distribution of Overtime

1. So far as practicable and without reducing efficiency of work performance, opportunities to work Overtime shall be equitably distributed among Technician and Related employees in the same Class, Classification, and location in which the need for overtime arises.

2. It is recognized that specialized qualifications or skill levels may be required for a particular Overtime assignment which may require circumvention of the Voluntary Overtime list or Involuntary Overtime assignment order, which shall not be considered a violation of this Article.

3. It is recognized that adherence to the Duty and Rest requirements of Article 5, Hours of Service, as well as continuity of tasks to be performed (i.e., to complete work in progress), may require circumvention of the Voluntary Overtime list or Involuntary Overtime assignment order for a particular Overtime assignment.

4. It is recognized that if there is a need to go outside of the Classification or location for a particular Overtime assignment, the Company retains the right to offer the Voluntary Overtime opportunity, or require an Involuntary Overtime assignment, to any Technician and Related employee who is legal, qualified and available to perform the Overtime assignment.

5. Voluntary Overtime List:

    a. Each work location shall maintain a Voluntary Overtime List for Technician and Related employees who have volunteered to work Overtime.

    b. The Voluntary Overtime List will be utilized as provided for in this Article to offer Voluntary Overtime opportunities.

    c. Placement on and movement through the Voluntary Overtime List:

        i. The Voluntary Overtime List shall be “zeroed out” each January on the effective date of the Shift Bid. Once “zeroed out”, the Voluntary Overtime

List shall be re-sorted in seniority order.

ii. The Voluntary Overtime List shall be re-calculated on a bi-weekly basis and maintained throughout the year by sorting the total Overtime hours Year-To-Date (both Voluntary and Involuntary), with the Technician and Related employee progressing through the Voluntary Overtime List based on their individual total Overtime hours (worked and/or charged) in inverse order (i.e., the Technician and Related employee in a particular Craft and Classification with the least amount of calculated Overtime shall be on the top of the Voluntary Overtime List).

iii. Technician and Related employees transferring from one Base to another, new hires at that Base, and/or employees who request to be placed on the Voluntary Overtime List after the list has been "zeroed out" in accordance with Article 6.D.4.c.i. above, will have the Base overtime averaged and applied to them in their ultimate placement on the list.

iv. The Voluntary Overtime List shall account for both Voluntary and Involuntary Overtime opportunities presented to each Technician and Related employee during the calendar year, regardless if they are actually worked (i.e., charged).

v. When the Company determines that Overtime will be required, the local manager or designee will first offer the Overtime opportunities to legal and qualified Technician and Related employees in the Classification on the Voluntary Overtime List. Notwithstanding the waivers provided for in this Article, Voluntary Overtime opportunities shall normally be offered utilizing the Voluntary Overtime List as follows;

    1. Overtime opportunities scheduled to begin more than two (2) hours from the time of attempted assignment:

        a. Overtime opportunities for a Classification shall be offered to those Technician and Related employees on the Voluntary Overtime List in that Classification who are legal and available to perform the required Overtime.

        b. A Technician and Related employee shall be required to make the report time of the Voluntary Overtime opportunity upon acceptance.

    2. Overtime opportunities scheduled to begin two (2) or less hours from the time of attempted assignment:

        a. Overtime opportunities for a Classification shall be offered to

those Technician and Related employees on the Voluntary Overtime List in that Classification who are currently on-duty and who are legal and available to perform the required Overtime.

3. If required Overtime opportunities remain, Overtime opportunities may then be offered to those Technician and Related employees on the Voluntary Overtime List who are not in that Classification, but who are legal and available to perform the required Overtime following the same "time permitting" procedures in Articles 6.D.5.c.v.1. and 2. above.

d. Technician and Related employees who do not wish to place their name on the Voluntary Overtime List will be charged the average Overtime opportunity on a quarterly basis.

e. If a Technician and Related employee establishes that he was not offered a Voluntary Overtime opportunity that he should have received in accordance with this Article, the sole remedy shall be for the employee to be offered the next reasonably similar Voluntary Overtime opportunity.

6. Involuntary Overtime Procedures

a. Notwithstanding the waivers provided for in this Article, if the Company is unable to get sufficient Volunteers to cover required Overtime as provided for in Article 6.D.5.c.v. above, the local manager or designee may then begin the Involuntary assignment of Overtime as provided below.

i. Overtime opportunities scheduled to begin more than two (2) hours from the time of attempted assignment:

1. Involuntary Overtime shall be assigned, in inverse seniority order, to those Technician and Related employees who are legal and available to perform the required Overtime.

2. A Technician and Related employee shall be required to make the report time of the Involuntary Overtime opportunity upon assignment.

ii. Overtime opportunities scheduled to begin two (2) or less hours from the time of attempted assignment:

1. Involuntary Overtime opportunities shall be assigned, in inverse seniority order, to those Technician and Related employees who are currently on Duty and who are legal and available to perform the required Overtime.

b. If a Technician and Related employee establishes that he was Involuntarily assigned Overtime that he should not have received in accordance with this Article, the sole remedy shall be for the employee to be allowed to reject the next reasonably similar Involuntary Overtime assignment, so long as that Overtime can be involuntarily assigned to another Technician and Related employee who is legal and available to perform the required Overtime.

7. Road Trip Assignment Procedures

a. When the Company determines that it is necessary to deploy aircraft and personnel in a rescue role and/or to perform work at another station that does not constitute a TDY (e.g., move a Technician to an A/C rather than move the A/C to the Technician), this shall be considered a Road Trip, and the following assignment procedures shall govern.

i It is recognized that Road Trips are a commitment of unknown duration due to circumstances outside the immediate control of the Company. Therefore, each event is handled using known or anticipated information at the time of call-out.

ii Each Base will have a Road Trip List, separated by Classification and Shift.

iii The Road Trip List shall be "zeroed out" on the effective date of the Shift Bid. Once "zeroed out", the Road Trip list shall be re-sorted in seniority order, separated by Classification and Shift.

iv The Road Trip List shall be maintained throughout the year with the Technician and Related employee progressing through the Road Trip List based on their individual Road Trips offered to them (worked and/or charged) in inverse order (i.e., the Technician and Related employee in a particular Craft and Classification with the least amount of offered Road Trips shall be on the top of the Road Trip List).

v Technician and Related employees transferring from one Base to another after the list has been "zeroed out", or new hires at that Base will go to the bottom of the Road Trip List.

vi The Road Trip List shall account for both Voluntary and Involuntary Road Trip opportunities presented to each Technician and Related employee during the calendar year, regardless if they are actually worked (i.e., charged).

vii The Company has the sole discretion to determine the Base, Classification, and Shift for a Road Trip to ensure Duty and Rest requirements are adhered to and the planned work can be performed effectively and efficiently.

viii When a Road Trip situation occurs, the Road Trip shall be offered (Voluntary) or assigned (Involuntary) as follows:

a. Voluntary Road Trip Procedures:

i. When the Company determines that a Road Trip will be required, the local manager or designee will first identify the Road Trip opportunity by Classification and Shift being requested. Notwithstanding the waivers provided for in this Article, the following guidelines shall be utilized in the offering of Road Trip opportunities;

1. The first legal and available Technician and Related employee on the Road Trip List in the requested Classification and Shift shall be the first one offered the Road Trip opportunity, with this same procedure repeating itself until the Road Trip has been accepted or there are no more legal and available Technician and Related employees in that Classification and Shift.

2. If there are no voluntary acceptors for a Road Trip, the Company may, at its discretion, alter the Shift, Classification and/or Base and rerun the Voluntary procedures in a.i.1. above prior to beginning the involuntarily assignment of the Road Trip.

ii. If a Technician and Related employee refuses a Voluntary Road Trip opportunity, he shall be moved to the bottom of the list.

b. Involuntary Road Trip assignment;

i. Notwithstanding the waivers provided for in this Article, if the Company is unable to get sufficient Volunteers to cover required Road Trip as provided for in Article 6.D.7.a.viii.a. above, the local manager or designee may Involuntary assign the Road Trip to the most junior legal and available Technician and Related employee in the requested Classification and Shift.

b. While Technician and Related employees on Day and Swing Shifts are more likely to be offered (Voluntary) or be assigned (Involuntary) Road Trips, all Technician and Related employees are eligible to be offered or assigned (Voluntarily or Involuntarily) to a Road Trip unless an HR approved hardship exists. As such, all Technician and Related employees must keep a duty bag containing a change of clothes, foul weather

gear, etc. on the base and must be capable of responding at the proper deployment location within sixty (60) minutes of contact.

c. Technician and Related employees shall normally be paid from the time they leave their base until they return, however, in circumstances where no work can be performed while on an identified and communicated "stand-down" period, or when Duty Time limits have been reached and the Technician and Related employee is put into rest, the Technician and Related employee will be off the clock as directed by Maintenance Control (MC). In no circumstance shall a Technician and Related employee be paid less than their scheduled hours in a pay period under this provision.

d. When returning from a Road Trip assignment where 10 hours of rest is required, the Technician and Related employee's "regular scheduled" shift hours can be adjusted to ensure a 40-hour work week is maintained. Any adjustments will be made in concurrence with local leadership.

e. Technician responsibilities, Project Manager Selection and Requirements, and Duty Time limitations for Road Trips shall continue to be provided for in the Maintenance Work Rules, as amended from time to time.

E. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE 7
EXPENSES

A. Travel Expenses

1. A Technician and Related employee who is required by the Company to travel for work or training, or who volunteers to travel in the service of the Company, including those temporarily transferred or assigned to another location (TDY) at the Company's request and those on AOS Road Trips, shall be entitled to the following reimbursement of expense, and, where applicable, such other payments as provided for herein:

i. Per Diem

1. When a Technician and Related employee is required by the Company to travel in accordance with Article 7.A.1. above, he shall receive an hourly per diem allowance of $2.00 per hour (e.g., $48 per calendar day) from the time the Technician and Related employee leaves his base until he returns.

    a. For the purposes of the calculation of per diem, a Technician and Related employee will have been considered to have left his base when one of the following has occurred:

        i. If traveling by air (iii.1. below), it shall be 2 hours prior to the scheduled departure time of the flight.

        ii. If traveling by car (iii.2. and iii.3. below), it shall be the time the Technician and Related employee leaves their residence.

2. Per diem is provided to cover incidental travel expenses and meals.

ii. Hotels

1. When a Technician and Related employee is required by the Company to travel overnight in accordance with Article 7.A.1. above, he shall be provided with pre-paid hotel accommodations in accordance with the Corporate Travel Expense Reimbursement Policy, as may be amended from time to time.

iii. Transportation

1. **Air Travel:** When a Technician and Related employee is required by the Company to travel by air in accordance with Article 7.A.1. above,

he shall receive Company provided air transportation in accordance with the Corporate Travel Expense Reimbursement Policy, as may be amended from time to time, whenever they are required to travel in accordance with Article 7.A.1. above.

2. **Rental Car:** When a Technician and Related employee is required by the Company to travel in accordance with Article 7.A.1. above, the employee shall be provided with a Company-paid rental car when public or courtesy transportation is either unavailable, impractical, or not cost efficient. The Technician and Related employee shall be reimbursed for the actual and reasonable expenses associated with the rental car, including tolls, fuel, and parking. All such expenses shall be properly receipted and shall accompany the Technician and Related employee's travel expense report in accordance with the Corporate Travel Expense Reimbursement Policy, as may be amended from time to time. A Technician and Related employee may be required by the Company to share a rental car with other Technician and Related employees if more than one have traveled to the same location.

3. **Use of Personal Vehicles:** When a Technician and Related employee is required by the Company to travel using their own personal vehicle in accordance with Article 7.A.1. above, he shall be reimbursed for the business use of their personal vehicle, including tolls and parking, at the corporate reimbursement rate published in the Corporate Travel Expense Reimbursement Policy, as may be amended from time to time. In no circumstance will a Technician and Related employee be reimbursed costs associated with travel between his residence and his regular reporting base/location or another location in the same metropolitan area as his residence.

4. **Other Transportation Costs:** When a Technician and Related employee is required by the Company to travel in accordance with Article 7.A.1. above, he shall be reimbursed for the actual and reasonable cost of any other transportation required to accomplish his assignment, such as necessary taxis or shuttles, upon the Company's receipt of adequate documentation in accordance with the Corporate Travel Expense Reimbursement Policy, as may be amended from time to time.

iv. Laundry Allowance While on TDY

1. While on TDY assignment, Technician and Related employees shall maintain a professional appearance by wearing a clean, non-tattered Company uniform. If the TDY assignment exceeds five (5) days, the Technician and Related employee may begin expensing $2.50/day

beginning on Day 6 submitting an expense report.

B. Travel Documents and Immunizations

1. A Technician and Related employee will be reimbursed for all costs associated with obtaining extra Passport pages and required Visas if required to perform their essential functions.

2. In addition to Article 7.B.1. above, Technician and Related employees in the Representative, Heavy MX and Inspector, Heavy MX Classifications shall also be reimbursed for the normal costs associated with their obtaining or renewing of a Passport.

3. If a Technician and Related employee is required to travel to an area where the World Health Organization (WHO) requires inoculations or medications, the Company shall reimburse the Technician and Related employee for reasonable and customary costs associated with obtaining such inoculations or medications.

C. Tooling Allowance

The Company will provide Technician and Related employees reimbursement for tooling expenditures as provided for in the Maintenance Work Rules, as may be amended from time to time.

ARTICLE 8
FILLING OF VACANCIES

A. Shift Bids

1. At Bases or locations where the Company is offering for Bid varying Shifts in a particular Craft and Classification, Shift assignments in that particular Craft and Classification will be accomplished by a Shift Bid system.

2. Shift Bids for Technician and Related employees shall occur on a bi-annual basis (i.e., twice per year). In extenuating circumstances (changes in flight schedules, staffing, planned workload, etc.) and only with the concurrence of the Chief Inspector, DOM, Director of MC, or Director of Stores, as applicable, the Company may post Shift Bids at other times.

3. The number of Shifts to be filled or maintained in any Craft or Classification at any particular location will be at the sole discretion of the Company.

4. The bi-annual Shift Bid period for Technician and Related employees shall be a minimum of two (2) weeks. Those Technician and Related employees that do not submit a Shift Bid during the Shift Bid period will be assigned to an open Shift at the Company's discretion at the end of the Shift Bid process.

5. The Company shall communicate the result of the bi-annual Shift Bid no more than one (1) week after the closing of the Bid period.

6. Shift Bids will be awarded based on Craft Seniority. If two (2) or more Technician and Related employees have the same effective Craft Seniority date, they will be placed on the Craft Seniority list according to the last four (4) numbers of their Social Security number, with the lower number prevailing.

7. New hires or those Technician and Related employees new to a Classification who require training will be assigned to Shifts at the discretion of Management until their required training is complete. Once the Technician and Related employee's training is completed, they may exercise their Craft seniority to Bid into a vacant Shift or awarded the last Vacancy.

B. Shift Bid Guidelines

1. Shift Bid forms will be distributed by the Company.

2. Technician and Related employees must submit all completed Shift Bid forms to their respective manager through Company email.

3. Technician and Related employees are encouraged to complete their Shift Bid form for all available Shifts. Incomplete Shift Bid forms may result in a Technician and Related

employee forfeiting a preferred Shift and potential placement at the discretion of Management.

4. Completed bi-annual Shift Bid forms will be kept on file until the next Shift Bid is complete.

C. Disputes

Should a Technician and Related employee have a dispute concerning their Shift Bid award, it shall be addressed in accordance with Article 19, Dispute Resolution and Grievance.

D. Awarded Vacancy Bids or Changes of Classification

1. The number of Vacancies to be filled or maintained in any Craft or Classification at any particular location will be at the sole discretion of the Company.

2. Should a Vacancy occur in a Craft and Classification between the bi-annual Shift Bid, and the Company intends to fill such Vacancy prior to the next bi-annual Shift Bid, a qualified Technician and Related employee shall be allowed to bid for such Vacancy.

3. Vacancy Bids for the Classifications of Inspector, Lead AMT, Maintenance Controller, MC Supervisor, QC Heavy Rep, Heavy Rep, Lead Stock Clerk, and Receiving Specialist shall be based on a competitive process by reviewing the applicant's employment history, skills and abilities, and disciplinary record. Where two applicant's employment history, skills and abilities, and disciplinary record are substantially similar, Craft Seniority shall be the tie breaker. All other Vacancy Bids shall be awarded to the senior, qualified bidder, unless significant performance or disciplinary issues exist. In such case, the Company may award a Vacancy Bid to a less senior, qualified bidder. For this application, significant performance or disciplinary issues shall be construed to mean not insignificant or trivial.

    a. The successful Technician and Related bidder shall not be entitled to dislocate a currently awarded bidder of any Shift, and shall instead be assigned to any open Shift in their newly awarded Classification, regardless of seniority. No "bumping" shall occur, and any adjustments will only be allowed through successful bidding during the next bi-annual Shift Bid.

    b. This rule applies to lateral, upward, or downward Classification change.

ARTICLE 9
REDUCTION IN FORCE (RIF), FURLOUGH & RECALL

A. Reduction in Personnel and Furloughs

1. When the Company determines that it is necessary to reduce the size of the Technician and Related workforce through furloughs in a Craft or Classification, such Employees shall be furloughed by Classification in a base in inverse Craft Seniority order. Before any Employee is furloughed, the Company may, at its discretion, offer Personal Leaves of Absence with a defined period of leave duration. An Employee shall be notified of the date of his furlough in writing, by hand delivery or certified mail, or other commercial mail service where a tracking method is available (signature required), at the last address filed with the Company.

2. Except as provided in Article 9. A.4., below, Employees to be furloughed shall be given thirty (30) days' written notice of furlough or paid in lieu of notice as follows:

a. No notice – one-hundred and sixty (160) hours.
b. Seven (7) days' notice – one-hundred twenty (120) hours.
c. Fourteen (14) days' notice – Eighty (80) hours.
d. Twenty-one (21) days' notice – Forty (40) hours.

3. Prior to issuing a furlough notice to any Employee, the Company shall provide the Union with the prospective furlough list, unless the furlough is in accordance with paragraphs 4.a. and 4.b. below in which case the Company shall provide the Union with the prospective furlough list as soon as practical.

4. No notice of furlough, or pay in lieu thereof, shall be required if the need to furlough Employees is caused, in major part, by an event or circumstance beyond the control of the Company. Such an event or circumstance would include:

a. Force majeure, natural disaster, war emergency, act of terrorism, revocation of the Company's Operating Certificate or Certificates, grounding of a substantial number of the Company aircraft or delay in the delivery of aircraft.

b. A strike or picketing of the Company's premises or any work stoppage or other action (including a rolling or intermittent strike) which would interrupt or interfere with any operations of the Company.

5. At its discretion, the Company may approve the voluntary furlough request of an Employee who has not received a notice of furlough. Such Employee shall not be eligible to receive pay in lieu of notice (as per Article 9. A.2., above) in conjunction with his voluntary furlough. The number of Employees who are to be involuntarily furloughed in a Craft or Classification at a particular location shall be reduced on a one-for-one basis by the number of voluntary furloughs granted by the Company at

that location and in that Craft or Classification.

6. The Company may, at its discretion, Furlough or terminate a probationary Employee without regard to the seniority of any other probationary Employee. If a probationary Employee is furloughed and subsequently recalled, he shall be required to complete any unexpired portion of his probationary period.

7. Any unused vacation will be paid out to a furloughed Employee at the Employee's hourly rate of pay. Additionally, insurance benefits shall be continued for a furloughed Employee until the end of the month in which his furlough occurs as though he remained in active status. Furloughed Employees wishing to continue coverage beyond the period of time set forth in this Article may do so in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

8. A furloughed Employee shall retain but not continue to accrue Company Seniority for the duration of the Furlough, however, a furloughed Employee shall continue to accrue Craft Seniority for the duration of the Furlough.

9. The provisions of Article 9 shall not be applicable for Base closures or Shift or Position realignment unless the Base closures or Shift or Position realignment would result in an employee being involuntarily furloughed.

B. Employee Options

1. Using Craft Seniority, the furloughed employee shall;

a. Displace the junior employee within his Craft and Classification at the location where he was furloughed. If he is the junior most employee within his Craft and Classification, then;

b. Displace the junior employee within his Craft in a lower Classification at the location where he was furloughed for which he is current and qualified to work. (EXAMPLE: A LAS based Lead Technician is furloughed and does not have the seniority to displace any other Lead Technicians in LAS, the employee may exercise his Craft Seniority to displace an A/C Technician in LAS.) If his Craft seniority is less than the most junior employee within the lower Classification in the base in which he is being displaced, then;

c. Displace the junior employee within his Craft or in a lower Classification at any location in the system for which he is current and qualified to work. (EXAMPLE: A LAS based Lead Technician is furloughed and does not have the seniority to displace any other Lead Technicians or A/C Technicians in LAS, the employee may exercise his Craft Seniority to displace the junior most Technician within the system.) If his Craft seniority is less than the most junior employee within his Craft, or within the lower Classifications in

the system, then the employee would remain on furlough until a Recall occurs in accordance with paragraph 9.C. below.

2. In lieu of the above, and at his option, the Employee may accept the furlough.

B. Recall

1. Recall to a permanent vacancy within a Craft and Classification at a station will be in Craft Seniority order, beginning with the most senior Employee, among those employees who have recall rights to that Craft and Classification at that station.

2. An Employee will have recall rights to the Classification from which he was involuntarily displaced, or to a lower Classification for which he is qualified at his current station (the station he was displaced to, pursuant to this Article). An Employee will not lose his recall rights to the station from which he was furloughed if he accepts a position at another station or accepts a position in a lower Classification.

3. An Employee being recalled shall be notified in writing, by U.S. certified mail, return receipt requested, or other commercial mail service where a tracking method is available (signature required), at the last address filed with the Company. The notification shall specify the date to return to active duty, which shall not be less than twenty-one (21) days after the date the recall notice was sent. The Company may offer recalled Employees a voluntary return to active duty date that is less than twenty-one (21) days after the date the recall notice is sent.

4. An Employee must answer his recall notice within the time frame set forth in such notice or within fifteen (15) days after the notice was received at the Employee's last filed address, whichever is later. The Employee must advise the Company in writing by U.S. certified mail, return receipt requested, or other commercial mail service where a tracking method is available (signature required), whether he intends to accept, defer or reject recall. The Company shall explain these requirements in the recall notice and shall instruct the Employee as to the manner in which he must advise the Company. The Employee may also inform the Company of his availability to return to active duty sooner than the date specified in the recall notice.

5. If the Company is unable to contact a furloughed Employee for recall or if the Employee fails to answer a recall notice within the time limits, then, to the extent not prohibited by law, he shall be considered to have voluntarily resigned his employment with the Company and will be removed from the Seniority List.

6. If there is a more junior Employee on furlough on the date the recall notice was sent by the Company, a furloughed Employee may defer recall. If a furloughed Employee is the most junior Employee on furlough on the date such notice was sent, and he does not accept recall within the time limits, however, then he shall be considered to have voluntarily resigned his employment with the Company and will be removed

from the Seniority List. A Furloughed Employee who is eligible and elects to defer recall must provide notice to the Company of his deferral within the time limits for answering a recall notice, as provided in Article 9.C.4., above. Employees who have deferred recall shall have recall rights to future vacancies only.

7. An Employee shall retain recall rights and remain on Furlough for a maximum of five (5) years, or the equivalent of the employee's length of service (whichever is greater) up to but not greater than ten (10) years, from the effective date of his furlough.

8. An employee will lose his recall rights to a vacancy at a station if he refuses recall to the same Classification at the same station from which he was furloughed. Refusing recall to a lower Classification will not result in loss of recall rights to a different Classification for which he is currently qualified at the same station. An Employee with recall rights who voluntarily transfers to a vacancy at a station, other than those from which he was RIF'd, will not forfeit his recall rights. An Employee on furlough status shall have the right to bid for vacancies on the System pursuant to Article 5 without forfeiting his recall rights to the Craft and Classification from which he was furloughed.

9. In the event of administrative termination due to failure to accept recall, or to report after acceptance of recall, written notice of that action by the Company will be sent by mail, return receipt requested, to the employee's last address of record and to the employee's Local Union.

10. If an employee is unable to return to the service of the Company at the time of recall because of an illness or injury, or by reason of serious health condition, as defined in the Family and Medical Leave Act ("FMLA") (including spouse, child, or parent for whom the Employee is the primary care giver or active military service) he shall remain on furlough until he is released by the treating physician to return to work. In order to preserve his rights under this Agreement, an Employee must notify the Company within the fourteen (14) days, and provide proper medical documentation as provided by the Employee's attending physician as soon as possible. Once released to return to work, the Employee will become eligible for the next recall notice in accordance with paragraphs C. 1 and C. 2, above.

11. A copy of all furlough and recall notices provided to employees pursuant to this Article will be sent to the Union (the Local Business Representative) in a timely manner.

C. Hiring of New Technicians and Related While Technicians and Related on Furlough

As long as there are Employees remaining on furlough in a particular Craft and Classification, except those that have been prevented from returning to active employment as provided in Article 9. C.4., 5., and 10., above, or if no qualified Employees accept an

open vacancy, the Company shall not hire any new Employees into that specific Craft and Classification.

D. Change of Address

Each Employee shall keep his correct address on file with the Company. In the event of a change of address during active employment, and during any furlough period, each Employee shall promptly advise the Company utilizing the system in place for all employees or, if that is not made available to furloughed Employees, by advising the Vice President of People Services in writing of the change. The Company shall advise an affected Employee of these requirements in his notice of Furlough.

ARTICLE 10
LEAVES OF ABSENCE

A. Personal Leave of Absence

1. At the Company's discretion, a Personal Leave of Absence ("PLOA") may be granted to an Employee. An Employee shall submit his request for a PLOA to the appropriate Director or designee in the manner prescribed by the Company. The request must state the reason for the leave, the commencement and requested date of return.

2. The Company, following submission of any requested documentation from the Employee, shall respond to the Employee 's request for a PLOA within ten (10) working days to inform him if the request for PLOA is approved, and if so, of the length of the approved PLOA and any benefits that the Company shall make available during the approved PLOA.

3. The duration of an approved PLOA shall be determined at the discretion of the Company in compliance with applicable state and federal law.

4. An Employee may not work for another air carrier while on an approved PLOA without the prior written authorization of the appropriate Director or designee.

5. An Employee shall retain and continue to accrue Craft Seniority while on a PLOA. Longevity shall accrue for the first thirty (30) days of a PLOA.

6. An Employee on a PLOA may continue group insurance coverage to the extent permitted by COBRA, provided he complies with all requirements of COBRA.

B. Family and Medical Leave of Absence

The parties agree that the Company may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act ("FMLA"). Paid time off shall run concurrently with FMLA, as permitted by law.

C. Medical Leave of Absence

1. An Employee who has been employed at least one (1) consecutive year and who has exhausted his time off under the FMLA, or is otherwise ineligible for FMLA Leave, may, at the discretion of People Services, be granted a Medical Leave of Absence ("Medical Leave") for his qualifying illness or injury. Medical Leave must be requested in writing to the appropriate Director or designee and People Services in the manner prescribed by the Company as soon as possible after the reason for a Medical Leave is known.

2. A Medical Leave may be granted for a period not to exceed one-hundred and twenty (120) calendar days at a time, provided there is a reasonable expectation the employee will be able to return to fully perform their regular job duties at the conclusion of such period. A denial of such a request will not be arbitrary and capricious. During a period of paid Medical Leave, the Employee shall retain and continue to accrue both Company and Employee Seniority. A Medical Leave shall run concurrently with any other leave of absence for which the Employee may be eligible under this Agreement, or under any other applicable federal or state laws. During a Medical Leave an Employee shall be required to utilize any accrued paid time off (e.g., vacation, sick, etc.) during their absence prior to non-paid time being approved. An Employee on Medical Leave who is in utilizing accrued paid time off (i.e., not in an unpaid status) shall be eligible to continue to participate in the active medical insurance program, provided he pays his monthly premium. On the first of the month after entering a non-paid status, the Employee may continue group insurance coverage to the extent provided by COBRA, provided he complies with all COBRA requirements. In no case shall a medical leave extend more than five (5) years.

D. Workers' Compensation Leave of Absence

1. A Workers' Compensation Leave of Absence shall be granted to an Employee for the period of time he receives temporary total disability payments under a workers' compensation statute.

2. At the Employee's option, an Employee shall be paid his accrued sick time and vacation time during his Workers' Compensation Leave of Absence, including the statutory waiting period, to supplement his Workers' Compensation payments. The amount of such supplement from the Employee 's accrued sick or vacation time shall be such that the Employee receives normally scheduled pay in conjunction with any applicable look back period calculation limiting workers' compensation benefits covering the same period of absence.

3. An Employee shall retain and continue to accrue both Company and Employee Seniority for the duration of his Workers' Compensation Leave of Absence.

4. An Employee on a Workers' Compensation Leave of Absence shall continue to be covered by the active medical health insurance program and may continue dependent coverage so long as he remains in a paid status, through the Company or the Workers' Compensation Carrier, so long as timely premium payments are made. Thereafter, the Employee may continue group insurance coverage to the extent provided by COBRA, provided he complies with all COBRA requirements.

E. Military Leave of Absence

1. An Employee shall be granted Military Leave of Absence ("Military Leave") for military service or military reserve duty in accordance with applicable federal law. Military Leave shall be requested in writing to the appropriate Director or designee, and in the manner prescribed by the Company as soon as practicable after the Employee becomes aware of the military duty for which the leave is requested and should be accompanied by a copy of any applicable orders.

2. An Employee shall retain and continue to accrue both Company and Craft Seniority during his Military Leave, in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA"). An Employee (while on Military Leave) and his dependents, will be eligible for all Company-provided benefits, in accordance with Company policies.

3. An Employee on Military Leave of Absence shall continue to be covered by the active medical insurance program and may continue dependent coverage so long as he remains in a paid status, or until the first of the month after ninety (90) days of leave, whichever occurs last, as long as timely premium payments are made. Thereafter, the Employee may continue group insurance coverage to the extent provided by COBRA, provided he complies with all COBRA requirements. The Employee may also elect coverage through the military, in which case the Employee must notify Team Care's Benefits Department to stop coverage under the active medical plan. The Employee shall also give notice to Team Care's Benefits Department to reactivate his active medical plan upon losing military benefit coverage.

4. The Company shall continue to pay any pension/retirement contributions in accordance with applicable laws and regulations.

F. Bereavement Leave of Absence

1. An Employee requesting bereavement leave shall advise the appropriate Director or designee in the manner prescribed by the Company, and such Employee shall be granted up to five (5) consecutive days off, or 40 hours, whichever occurs first, in connection with the death of his parent(s), spouse, registered domestic partner, child(ren), children of domestic partner, grandparent(s), sibling(s), sibling(s)-in-law, or the parent(s) or grandparents of his spouse or domestic partner. One of the Bereavement Leave days off granted to the Employee must be the date of interment or memorial service. Proof of the qualifying event for such Bereavement Leave may be required.

2. Employee(s) needing additional time off may request a PLOA, as provided in Article 10. A., above. The Company may grant the request for additional time off based on

the needs of the operation.

3. An Employee taking Bereavement Leave will be paid for all scheduled hours missed at his applicable straight-time hourly rate of pay, except that, if the Company approves the Employee 's request for additional leave beyond five consecutive days, such time, at the Technician's option, will either be deducted from the Employee's earned and unused vacation or will be treated as an unpaid PLOA.

G. Jury Duty

1. An Employee who is called to Jury Duty shall be provided the necessary time that is required for such Jury Duty. An Employee who is called for Jury Duty must advise the appropriate Director or designee in the manner prescribed by the Company as soon as possible after being notified of his call to Jury Duty.

2. Until an Employee has completed his jury duty obligation with the Court, the Company shall drop all normally scheduled Company duty from his schedule and he shall be paid Jury Duty Pay, as provided in Article 16 (Compensation), for the entire period of his Jury Duty obligation. The Technician shall immediately report his availability to return to work once he is released from jury duty.

H. General

1. There shall be no pay for time off during a leave, except as specifically provided in this Article 10. Any paid time off provided under this Article, or accrued paid time off used by the Employee, will only be paid at the Employee's applicable strait-time hourly rate of pay.

2. While on a leave of absence, an Employee may bid for a schedule, provided that he has advised the Company of a return-to-work date no later than the first day the bid period opens and the return to work date must be within the first thirty (30) days of the bid period. An Employee who returns from a leave of absence but who has not been assigned a schedule in accordance with the provisions of this Article10. G.2. may express a preference for a schedule but will be assigned a schedule by the Company that does not conflict with any provision of this Agreement.

3. An employee who is on a leave of absence using accrued paid leave, but has not been assigned a schedule, shall have his accrued benefit time deducted at the rate of 40 hours per week.

4. Except where required by law, an Employee returning from a leave of absence shall be considered in active service on the earlier of the first day that he is assigned to work or when he begins any training required to restore him to currency. Such training or initial work assignment, as applicable, will be scheduled to commence

within seven (7) days of the end of the leave of absence. An Employee returning from a leave of absence shall not be required to pay for any training required to return him to active service.

5. If an Employee is not able to return to active service on his scheduled return date, he shall notify the Company in a timely manner, but in no case less than 7 calendar days, of the reason they are unable to return to active service and request an alternate return date. A denial of such a request will not be arbitrary and capricious. Failure to return to work as required following a leave of absence will be treated as a voluntary resignation of the Employee's employment with the Company.

6. An Employee on an approved leave of absence may not perform work for which he receives compensation without the prior written authorization of the Employee's Director or designee.

7. Except as required by law, during periods of non-paid leave, the accrual of any and all paid time off and vacation time will cease.

ARTICLE 11
SICK LEAVE

A. Sick Leave Accrual

1. A Technician and Related employee on the active Seniority List will begin to accrue Sick Leave on the first day of the month following the Effective Date of this Agreement. Technician and Related employees on the Seniority List on the Effective Date of this Agreement shall retain all previously accrued Sick Leave. Technician and Related employees hired after the Effective Date of this Agreement will begin to accrue Sick Leave on the first day of the month following the month of hire.

2. A Technician and Related employee assigned to 8 hour or 10 hour shifts (i.e., scheduled for 2080 hours per year) will accrue three and one-third (3.33) hours of Sick Leave for each month of full-time employment while working 8 or 10 hour shifts, such that 12 months of full-time employment equates to forty (40) hours of Sick Leave.

3. A Technician and Related employee assigned to 12 hour shifts (i.e., scheduled for 2184 hours per year) will accrue three and one-half (3.5) hours of Sick Leave for each month of full-time employment while working 12 hour shifts, such that 12 months of full-time employment equates to forty (42) hours of Sick Leave.

4. Sick Leave Accrual will be capped at a maximum of two hundred (200) hours.

5. Unused Sick Leave is not paid out upon termination of employment.

6. During periods of non-paid leave (i.e., not utilizing accrued Sick Leave or Vacation), the accrual of any paid benefit time (i.e., Sick Leave and Vacation) will cease.

B. Sick Leave Usage and Pay

1. Unless otherwise provided for by law, Sick Leave shall only be used for the purpose for which it was intended; that being to provide an employee protection against loss of income due to the employee's own illness, well-care and medical and dental appointments.

2. A Technician and Related employee shall notify the Company as soon as he becomes aware that he will be unable to report for his scheduled shift(s) due to the use of Sick Leave. Unless extenuating circumstances exist (i.e., reasonably unable to do so), a Technician and Related employee shall provide the Company with no less than 2-hours' notice prior to the start of his scheduled shift for short-notice Sick Leave requests.

3. A Technician and Related employee will apprise the Company as to the expected duration he expects to remain on Sick Leave from the time he first notifies the Company. If the duration is unknown, the Technician and Related employee is required to notify the Company in accordance with 11.B.2. above.

4. A Technician and Related employee shall be paid at the applicable hourly rate of pay as set out in Article 16 (Compensation) for each hour of Sick Leave used, and each Sick Leave hour used shall be deducted from his accrued bank.

5. Once a Technician and Related employee has exhausted his Sick Leave bank, he shall use any available accrued but unused Vacation prior to being placed on unpaid status. Under no circumstances will a Technician and Related employee be allowed to substitute non-paid time for available accrued but unused Sick Leave or Vacation.

6. Sick Leave usage shall be in increments of not less than one-hour.

7. Sick leave may not be converted into any other form of compensation.

C. Medical Documentation

1. Technician and Related employees who have a Sick Leave absence in excess of three consecutive work days, or who display a pattern of questionable use or potential misuse (e.g., Sick Leave in conjunction with regular days off, Holidays, awarded Vacation, pattern of weekends or Holidays, etc.) may be required to present medical documentation verifying illness or incapacity to report for work for the date(s) that Sick Leave is requested.

2. Reasonable proof of illness and recovery may be required by the Company before a Technician and Related employee may return to work. Depending on the nature and extent of an illness or injury, a Technician and Related employee may be required to submit to a Company paid medical examination or provide medical records from their private physician to substantiate their ability to perform the essential duties of their position.

3. Payment of Sick Leave may be withheld pending the submission of proof of illness in the form of a physician statement verifying illness for the dates that Sick Leave is requested.

D. Bidding While on Sick Leave

1. While on Sick Leave, a Technician and Related employee shall be allowed to participate in their applicable work schedule bidding process as provided for in Article 5, provided that he meets the following condition:

    1. He provides medical documentation prior to the first day of the bid selection process that identifies a return to work without restrictions date that falls

within the first ninety (90) days of the bid period.

E. Technicians and Related Access to Company-Provided Sick Leave Summary of Accrual

The Company shall regularly make available to each Technician and Related employee a summary of his Sick Leave accrual.

ARTICLE 12
TRAINING

A. General

1. The Company will determine, identify and communicate the required training standards for a particular position, and may, at its discretion, modify those training standards from time to time. The Company will provide the required training for any new areas of operation related to their specific job duties, as well as any new technology, if necessary, and any new FAA-mandated training. The Company shall provide such required training for employees covered by this Agreement.

2. Training assignments are part of an employee's regular Employment.

a. Computer Based Training (CBT) shall be performed by employees during their regularly scheduled work shift. Overtime will not be approved for CBT unless the employee is already in an authorized overtime pay status. Employees wishing to complete a CBT module while in an overtime status must first receive authorization from their immediate non-bargaining unit supervisor.

b. Whenever an Employee is offered a non-CBT training class of three (3) calendar days or less, it will be considered a temporary training assignment. The Employee will be given at least seven (7) calendar days' notice when the training is scheduled for more than two (2) hours outside of his normal shift, unless otherwise mutually agreed. Employees attending training outside of their normally scheduled hours, or attending training on a scheduled day off, may, at the Company's sole discretion, either have their schedules temporarily modified to attend such training within their normally scheduled weekly hours, or be paid at the overtime rate when applicable.

3. Operational requirements notwithstanding, employees attending training of any kind (initial and/or recurrent) will be allowed to complete any specific training session without interruption in the designated training area(s) provided by the Company.

4. The Company will electronically post training opportunities of more than three (3) calendar days in duration with a minimum of fifteen (15) calendar days prior to the actual class date. Employees will have a minimum of seven (7) calendar days to bid for such training, and the successful bidders will be posted no less than seven (7) calendar days prior to the start of training. The Company will assign initial (e.g. New-hire, Lead and Inspector) training as required. With regard to station, shift, and operational needs (as well as the number of employees to be trained), the most senior bidding employee(s), who have successfully completed any prerequisite training, will be awarded said training. If there are insufficient qualified employees bidding for the training, the Company may assign the remaining training opportunities to other Employees in the Station, provided that only the most junior qualified employees may be required to fill the vacant training

positions. If, due to extenuating circumstances, an employee cannot attend training, the Local Business Representative will confer with the Base Manager to resolve the issue.

5. The Company will determine the need for training as outlined above. The Company will provide to the Union access to information regarding trainings offered, employees assigned to said trainings, and employees actually attending said trainings. Should the Union have concern over the level and distribution of prerequisite training, it shall bring such concerns to Labor-Management meetings in accordance with Article 24.

6. The Company will assign prerequisite training for employees whose duties normally involve aircraft requiring such prerequisite training in accordance with paragraph A., above.

7. An employee's normal rate of pay will not be reduced while attending training. In those instances where the employee's schedule is modified to attend a scheduled training, he shall be paid straight time unless overtime compensation is applicable.

8. An employee who has received training and/or qualification in a particular area of operation will be expected to perform any assigned tasks related to such training.

B. Recurrent Training

All Employees will be required to complete annual recurrent training.

C. Additional Training

All Employees will be required to attend other additional training as may be deemed appropriate by the Company.

ARTICLE 13
SAFETY & HEALTH

A. General

1. The Company hereby agrees to provide a safe and healthful working environment free of hazards by maintaining safe and sanitary working conditions in all Company controlled shops and facilities, and further to maintain, on all shifts, emergency first aid equipment at first aid stations to take care of its employees in case of accident or illness.

2. The Company agrees to furnish good clean drinking water and/or sanitary fountains at all assigned work locations. The floors of Company controlled toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions.

3. The Company, Union, and Employees will cooperate toward the prevention of accidents and the furtherance of safety program. Employees are responsible for immediately reporting unsafe or potentially unsafe working conditions or hazards using the SMS (Safety Management System) program, to include ASAP (Aviation Safety Action Program) reporting, within the applicable timeframes. No Employee will be disciplined for properly reporting an existing unsafe working condition or potential safety hazard. The Employee filing the report will be notified at the completion of the investigation and will have the ability to request the details of the outcome through the SMS/ASAP. The Union shall be provided copies of SMS/ASAP outputs and results that are distributed to Technicians and Related Employees.

4. A Joint Company-Union Safety Committee will be established. Company management will conduct monthly safety meetings to review completed SMS/ASAP reports, participation in which shall be made available for members of the Joint Company-Union Safety Committee. Such Safety Committee shall be comprised of three (3) Company and three (3) Union representatives as designated by the parties. The Joint Company-Union Safety Committee members shall have the opportunity to discuss any remaining concerns with Company representatives at the conclusion of each monthly safety meeting. The Union member(s) shall function in an advisory capacity.

5. The Company shall furnish all required safety devices for Employees working on hazardous or unsanitary work, and Employees will be required to use or wear such devices in performing such work. Employees will be trained on how to use and maintain safety devices in their care.

6. Employee training in those areas required for regulatory compliance and specific safe work practices to cover hazards or conditions that may exist in the work location, shall be conducted through initial and/or recurrent trainings. Mandatory safety

training requirements can be obtained by contacting the Company Safety Department.

7. The Company will maintain a Blood borne Pathogen Exposure Control Plan which satisfies the requirements of the OSHA Blood borne Pathogen regulations. The Company Safety Department agrees to consider any proposed changes to the Plan that may be suggested by the Union in an effort to improve the safety of employees in their work environment and to solicit comments from the Union whenever routine revisions are made to the Plan. The Company agrees to make available, at no cost to covered Employees, complete post exposure evaluation including necessary blood work and medications.

8. Unless otherwise expressly modified in this Article 13, Employees shall comply with all Company Safety and Security Policies contained in the Team Member Handbook, as well as any published Departmental Safety Procedures, as modified from time to time.

B. Notification to the Union of Illness or Injury

1. In the event that an Employee becomes ill or injured while on duty, and such illness or injury would immediately require more than basic first aid, the Company will;

a. Notify the Union, or the Employee's Union Stewards, of such illness or injury.

b. Provide medical attention as promptly as possible.

C. Aircraft Accident/Incident Investigations

In the event the IBT and the Company jointly petition the National Transportation Safety Board (NTSB) for, and are granted, formal party or observer status in connection with an investigation involving a Company incident or accident, the IBT will designate one or more qualified IBT-represented employee(s) to participate as representative(s) in the investigation. The selected representative(s) shall perform this assignment without loss of pay. Company employees who are identified as IBT designees will be provided transportation to and from the investigation site.

D. Safety Reports

A Technician or Related employee shall file an electronic safety report through the SMS/ASAP whenever he becomes aware of an unsafe situation or a potential unsafe situation. The Employee filing the report will be notified at the completion of the investigation and will have the ability request the details of the outcome through the SMS.

E. Right to Confer

The Union will have the right to confer with the Company on safety and sanitary conditions.

F. Aviation Safety Action Program (ASAP)

The Union and Company agree to an Aviation Safety Action Program (ASAP) in conjunction with this Collective Bargaining Agreement.

ARTICLE 14
VACATION

A. Eligibility

Technician and Related employees accrue paid Vacation based on their Company Seniority.

B. Accruals

1. Technician and Related employees begin to accrue Vacation time from their date of hire with the Company. During the first year of employment, employees will earn 40 hours of Vacation time. On their one-year anniversary, employees will receive an additional 40 hours of Vacation time for a total of 80 hours earned in the first year. Thereafter, employees accrue vacation based on their date of hire and in accordance with the chart below.

Length/Date of Employment	Total Vacation Accrued	Accrual Rate (hours of vacation per pay period)	Maximum Vacation Balance
Date of hire through one year anniversary	40 hours	1.67 per pay period (semi-monthly) or 1.54 per pay period (bi-weekly)	
1st Anniversary	80 hours	One (1) year anniversary award of 40 hours	80 hours
2nd and 3rd years	80 hours per year	3.33 per pay period (semi-monthly) or 3.08 per pay period (bi-weekly)	120 hours
4th through 6th years	120 hours per year	5 per pay period (semi-monthly) or 4.62 per pay period (bi-weekly)	160 hours
7+ years	160 hours per year	6.67 per pay period (semi-monthly) or 6.15 per pay period (bi-weekly)	200 hours

2. In addition to the accrual schedule identified in Section 14.B.1. above, a Technician and Related employee who is assigned and works a 12-hour shift schedule for an entire calendar year will be provided with an additional four (4) hours of accrued vacation time.

C. Vacation Bidding

1. Technician and Related employees shall bid for and be awarded Vacation in accordance with the following:

    i. Annual Vacation Bid:

1. Technician and Related employees shall have the opportunity to bid vacation periods for the entire year during the month of January.

2. Annual Vacation Bids for a particular Base, Craft and Classification will be awarded to the most senior (Company Seniority) Technician and Related employee assigned to that Base, Craft and Classification making the request.

3. Annual Vacation Bid requests shall be kept on file to be utilized should a vacation request be canceled. In the case of a vacation cancellation, the next most senior (Company Seniority) Technician and Related employee assigned to that Base, Craft and Classification will be given the opportunity to fill the canceled request.

ii. Other Vacation Requests:

1. After the processing and awarding of the Annual Vacation Bid as provided for in Article 14.C.1.i. above, Technician and Related employees may request to use any remaining accrued but unused Vacation on an ad-hock basis.

2. Approval of a submitted non-annual Vacation request will be at management discretion, subject to operational need and shift coverage availability.

3. Non-annual Vacation Bid requests shall be processed on a first-come, first-served basis.

4. Once a non-annual Vacation request has been awarded, a Technician and Related employee may not be bumped out of the approved vacation period regardless of seniority.

D. Bidding While on Sick Leave

1. While on Sick Leave, a Technician and Related employee shall be allowed to bid in the Annual Vacation Bid, provided he meets the following condition:

i. He provides medical documentation prior to the first day of the vacation bid selection process that identifies a return to work without restrictions date that falls within the first ninety (90) days of the bid period.

E. Vacation Cancellation

1. The Company may cancel a Technician and Related Employee's awarded Vacation based on operational need. If a Vacation is cancelled, the Technician or Related employee shall be allowed to select from the remaining Vacation in the Calendar Year. Should the Technician and Related employee indicate there is no suitable Vacation remaining, the Company shall pay the employee eight (8) hours at their current strait time rate for each day cancelled.

2. If the Company cancels a Technician and Related Employee's awarded Vacation due to operational need, the Company shall reimburse the employee for any deposits or advance payments made for the Vacation upon receipts being submitted to the Company (less any payments made to the employee from any travel or related insurance purchased for the Vacation). Nothing shall preclude the Company from attempting to have deposits or advance payments refunded to the Company by directly contacting the Company with which the deposits or advance payments were made.

3. Vacation cancellations shall be accomplished in inverse Seniority order, in the identified Craft, Location, and Position.

F. Technician and Related Employee's Access to Company-Provided Vacation Summary of Accrual

The Company shall regularly make available to each Technician and Related employee a summary of his Vacation accrual.

ARTICLE 15
HOLIDAYS

A. Paid Holidays

1. Technician and Related employees will have the following Paid Holidays:

   i. New Year's Day

   ii. Martin Luther King Jr. Day

   iii. Memorial Day

   iv. Independence Day

   v. Labor Day

   vi. Thanksgiving Day

   vii. The Friday following Thanksgiving

   viii. Christmas Day

2. Paid holidays will be observed on the actual Holiday (i.e., not Company observed).

B. Floating Holidays

1. Notwithstanding the Paid Holidays identified in Section 15.A.1. above, in lieu of three specified Paid Holidays (i.e., Martin Luther King Jr. Day, Independence Day, and the Friday following Thanksgiving), Technician and Related employees assigned and working as of January 1 will be credited with three (3) Floating Holidays. While these three Floating Holidays are advanced as of January 1, they are earned on the days the Paid Holidays actually occur. If a new Technician and Related employee is hired after January 1, such employee will be advanced one Floating Holiday for each specified Holiday that has not yet been observed as of the effective date of such employee's assignment to work. Because these Floating Holidays may be used before they have been earned, any unearned Floating Holidays that have been used as of the effective date of a Technician and Related employee's departure from a position covered by this Agreement will result in a pro rata deduction from the employee's accrued Vacation (or paycheck if the employee does not have sufficient accrued Vacation time).

2. In addition to the above, Technician and Related employees will receive two (2) additional Floating Holidays at the beginning of each calendar year that will not be subject to the pro rata deduction mentioned in Section 15.B.1. above.

3. A request to use a Floating Holiday shall be made with at least forty-eight (48) hour approval at any time during the year, and its approval is subject to coverage at the Company's discretion.

4. Floating Holidays do not roll over into the next year, if they are not used, they do not carry over but they will be paid out if they cannot be scheduled. If a Floating Holiday will be paid out, it shall be paid in accordance with Article 15.C.1. below (i.e., paid at their regular rate for the amount of hours they are normally scheduled to work on an everyday basis, not to exceed eight (8) hours).

5. Floating Holidays are not paid out upon termination of employment.

6. Floating Holidays must be taken in full-day increments.

7. Floating Holidays will be awarded to a Technician and Related employee to cover their normally scheduled workday (i.e., 8-hour, 10-hour, or 12-hour shift).

    i. If the Technician and Related employee's normally scheduled workday is less than the shift they are requesting to drop, the employee may elect to use accrued Vacation hours to make up the difference to cover an entire full-day increment (shift). Example: A Technician and Related employee is normally scheduled for 8-hours per day, and they are requesting to use a Floating Holiday on a 10-hour shift, the employee may elect to use 2 hours of accrued Vacation to cover the full-day.

    ii. No credit is afforded or provided to a Technician and Related employee who utilizes a Floating Holiday to cover a shift that is less than their normal workday. Example: A Technician and Related employee is normally scheduled for 10-hours per day, and they are requesting to use a Floating Holiday on an 8-hour shift, the employee would have one full Floating Holiday deducted from his award.

C. Compensation for Paid Holidays

1. Technician and Related employees not scheduled to work on the Paid Holiday (i.e., non-floating Paid Holidays) are paid at their regular rate for the amount of hours they are normally scheduled to work on an everyday basis, not to exceed eight (8) hours.

2. A Technician and Related employee required to work on Paid Holiday (i.e., non-floating Paid Holidays) will receive one (1) hour of Pay at their regular rate for each actual hour worked on the Paid Holiday. Example: If a Technician and Related employee is scheduled and actually works a 10-Hour shift on a Paid Holiday (i.e.,

non-floating Paid Holidays), the employee would receive 10-hours at his strait time rate (Holiday pay) in addition to the compensation earned for the actual hours worked (10-Hours).

3. A Technician and Related employee who's regularly scheduled day off coincides with a Paid Holiday (i.e., non-floating Paid Holidays) and who works overtime on either a voluntary or required basis shall be paid at one-and-one-half time for each hour worked on the actual Paid Holiday.

4. To receive Holiday Pay, Technician and Related employees are required to work their last scheduled shift prior to the Paid Holiday (i.e., non-floating Paid Holidays), their first scheduled shift after the Paid Holiday (i.e., non-floating Paid Holidays), and any hours scheduled to work on the Paid Holiday (i.e., non-floating Paid Holidays). Exceptions to this policy require prior approval from the Technician and Related employee's Director.

5. Holiday Pay will not count towards hours worked for the calculation of overtime.

6. Shift Differentials are not paid for Holiday Pay if not actually worked.

7. While on a Leave of Absence, including Company Convenience Leave (CCL), Technician and Related employees are not eligible for Holiday Pay.

ARTICLE 16
COMPENSATION

A. Pay Rates

1. Technician and Related Classifications shall be identified as either hourly or salaried exempt.

   i. Effective on the date of ratification of this Agreement, Technician and Related Classifications identified as hourly shall have their base rates of pay set forth in Tables A-1 through A-8 below based on their Longevity (i.e., time spent working in a Position covered by this Agreement) in one (1) year increments. Adjustments in the base rates of pay for those Technician and Related Classifications identified as hourly will be effective the first day of November (First month after the DOS) for each year following DOS as shown in Tables A-1 through A-8 below.

   ii. Effective on the date of ratification of this Agreement, Technician and Related Classifications identified as salaried exempt shall be paid within the pay ranges set forth in Tables B-1 and B-2 below, with actual determination of initial placement within the range based on Company discretion. Adjustments in the annual pay ranges for those Technician and Related Classifications identified as salaried exempt will be effective the first day of November (First month after the DOS) for each year as shown in Tables B-1 and B-2 below. Technician and Related Classifications identified as salaried exempt shall receive an annual salary increase of no less than the identified adjustment to the annual pay range, and may be eligible for an additional, non-compounding annual bonus based on their individual performance. Technician and Related Classifications identified as salaried exempt shall not be subject to the Overtime provisions of Article 6.

   iii. In accordance with Articles A.1.i. and ii. above, no employee shall be paid a rate higher than the applicable Step (A.1.i.) based on their Longevity or pay range (A.1.ii.) for their exempt Classification, provided that an employee who is already above the applicable Step rate or pay range as of the date this initial Agreement is executed shall retain their existing pay rate. Such employee shall only be eligible for annual pay increases when they their Longevity reaches a Step that would provide for an increase (A.1.i.), or their pay range (A.1.ii.) exceeds their current rate of pay.

2. The following Technician and Related Classifications, licenses, and assignments shall also include the below identified per hour differential:

   i. AOG: $4.00 per hour added to the applicable Technician pay rate in Table A-1 while performing assigned AOG work (i.e., Road Trips). This would be paid in addition to any applicable Sr. Technician, Team Lead or QC Inspector differentials currently being earned, as well as any Shift differentials the employee may be receiving under this Article D.

ii. Airframe and Powerplant Licenses (A&P): Employees in the Classifications of Technician, Sr. Technician, Team Lead, and QC Inspector, Line MX shall be eligible for the following, which shall be in addition to the other Classification eligible stipends provided for in this subsection A.2.:

a. $2.50 per hour added to the applicable Technician pay rate in Table A-1 for an employee with either an Airframe or Powerplant License; or

b. $5.00 per hour added to the applicable Technician pay rate in Table A-1 for an employee with both an Airframe and Powerplant License.

iii. Sr. Technician: $2.00 per hour added to the applicable Technician pay rate in Table A-1.

iv. Team Lead: $4.00 per hour added to the applicable Technician pay rate in Table A-1.

v. QC Inspector, Line MX: $4.00 per hour added to the applicable Technician pay rate in Table A-1.

3. Annual compensation adjustments (Longevity) will occur at the start of the pay period in which the employee's Longevity date falls.

TABLE A-1
AIRCRAFT TECHNICIAN CRAFT - HOURLY BASE RATES OF PAY
AIRCRAFT TECHNICIAN

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$25.00	$25.13	$35.25	$35.43	$35.60	$35.78	$35.96	$36.14	$36.32	$36.50	$36.69	$36.87	$37.05
2	$25.38	$25.50	$36.48	$36.67	$36.85	$37.03	$37.22	$37.41	$37.59	$37.78	$37.97	$38.16	$38.35
3	$25.76	$25.88	$37.76	$37.95	$38.14	$38.33	$38.52	$38.71	$38.91	$39.10	$39.30	$39.49	$39.69
4	$26.14	$26.27	$39.08	$39.28	$39.47	$39.67	$39.87	$40.07	$40.27	$40.47	$40.67	$40.88	$41.08
5	$26.53	$26.67	$40.45	$40.65	$40.86	$41.06	$41.27	$41.47	$41.68	$41.89	$42.10	$42.31	$42.52
6	$27.86	$28.00	$45.31	$45.53	$45.76	$45.99	$46.22	$46.45	$46.68	$46.91	$47.15	$47.38	$47.62
7	$29.81	$29.96	$46.44	$46.67	$46.90	$47.14	$47.37	$47.61	$47.85	$48.09	$48.33	$48.57	$48.81
8	$32.20	$32.36	$47.60	$47.84	$48.08	$48.32	$48.56	$48.80	$49.04	$49.29	$49.54	$49.78	$50.03
9	$39.81	$40.01	$48.79	$49.03	$49.28	$49.52	$49.77	$50.02	$50.27	$50.52	$50.77	$51.03	$51.28

TABLE A-2
AIRCRAFT TECHNICIAN CRAFT - HOURLY BASE RATES OF PAY
MX CONTROLLER

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$39.19	$39.38	$49.58	$49.83	$50.08	$50.33	$50.58	$50.83	$51.09	$51.34	$51.60	$51.86	$52.12
2	$39.96	$40.16	$50.81	$51.06	$51.32	$51.58	$51.83	$52.09	$52.35	$52.62	$52.88	$53.14	$53.41
3	$40.74	$40.94	$52.04	$52.30	$52.56	$52.82	$53.09	$53.35	$53.62	$53.89	$54.16	$54.43	$54.70
4	$41.51	$41.72	$53.27	$53.54	$53.80	$54.07	$54.34	$54.61	$54.89	$55.16	$55.44	$55.72	$55.99
5	$42.29	$42.50	$54.50	$54.77	$55.05	$55.32	$55.60	$55.88	$56.16	$56.44	$56.72	$57.00	$57.29
6	$43.07	$43.28	$55.73	$56.01	$56.29	$56.57	$56.85	$57.14	$57.42	$57.71	$58.00	$58.29	$58.58
7	$43.84	$44.06	$56.96	$57.24	$57.53	$57.82	$58.11	$58.40	$58.69	$58.98	$59.28	$59.57	$59.87
8	$44.62	$44.84	$58.19	$58.48	$58.77	$59.07	$59.36	$59.66	$59.96	$60.26	$60.56	$60.86	$61.16
9	$45.39	$45.62	$59.42	$59.72	$60.01	$60.31	$60.62	$60.92	$61.22	$61.53	$61.84	$62.15	$62.46
10	$46.17	$46.40	$60.65	$60.95	$61.26	$61.56	$61.87	$62.18	$62.49	$62.80	$63.12	$63.43	$63.75
11	$46.94	$47.18	$61.88	$62.19	$62.50	$62.81	$63.13	$63.44	$63.76	$64.08	$64.40	$64.72	$65.04
12	$48.50	$48.74	$64.34	$64.66	$64.98	$65.31	$65.63	$65.96	$66.29	$66.62	$66.96	$67.29	$67.63

TABLE A-3
AIRCRAFT TECHNICIAN CRAFT - HOURLY BASE RATES OF PAY
SUPERVISOR, MX CONTROL

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$40.51	$40.71	$50.92	$51.17	$51.43	$51.68	$51.94	$52.20	$52.46	$52.72	$52.99	$53.25	$53.52
2	$41.51	$41.72	$52.18	$52.44	$52.70	$52.97	$53.23	$53.50	$53.76	$54.03	$54.30	$54.57	$54.85
3	$42.52	$42.73	$53.44	$53.71	$53.98	$54.25	$54.52	$54.79	$55.06	$55.34	$55.62	$55.90	$56.17
4	$43.52	$43.74	$54.70	$54.98	$55.25	$55.53	$55.81	$56.09	$56.37	$56.65	$56.93	$57.22	$57.50
5	$44.53	$44.75	$55.97	$56.25	$56.53	$56.81	$57.10	$57.38	$57.67	$57.96	$58.25	$58.54	$58.83
6	$45.53	$45.76	$57.23	$57.52	$57.80	$58.09	$58.38	$58.68	$58.97	$59.26	$59.56	$59.86	$60.16
7	$46.54	$46.77	$58.49	$58.79	$59.08	$59.38	$59.67	$59.97	$60.27	$60.57	$60.87	$61.18	$61.48

8	$47.54	$47.78	$59.76	$60.05	$60.36	$60.66	$60.96	$61.27	$61.57	$61.88	$62.19	$62.50	$62.81
9	$48.55	$48.79	$61.02	$61.32	$61.63	$61.94	$62.25	$62.56	$62.87	$63.19	$63.50	$63.82	$64.14
10	$49.55	$49.80	$62.28	$62.59	$62.91	$63.22	$63.54	$63.85	$64.17	$64.49	$64.82	$65.14	$65.47
11	$50.56	$50.81	$63.54	$63.86	$64.18	$64.50	$64.83	$65.15	$65.48	$65.80	$66.13	$66.46	$66.79
12	$52.57	$52.83	$66.07	$66.40	$66.73	$67.07	$67.40	$67.74	$68.08	$68.42	$68.76	$69.10	$69.45

TABLE A-4

MATERIAL SPECIALIST CRAFT - HOURLY BASE RATES OF PAY
SPECIALIST, MATERIAL

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$17.67	$17.76	$22.85	$22.96	$23.08	$23.19	$23.31	$23.42	$23.54	$23.66	$23.78	$23.90	$24.02
2	$17.78	$17.87	$22.99	$23.10	$23.22	$23.34	$23.45	$23.57	$23.69	$23.81	$23.93	$24.04	$24.17
3	$17.89	$17.98	$23.13	$23.25	$23.36	$23.48	$23.60	$23.72	$23.83	$23.95	$24.07	$24.19	$24.31
4	$18.00	$18.09	$23.27	$23.39	$23.51	$23.62	$23.74	$23.86	$23.98	$24.10	$24.22	$24.34	$24.46
5	$18.11	$18.20	$23.42	$23.53	$23.65	$23.77	$23.89	$24.01	$24.13	$24.25	$24.37	$24.49	$24.61
6	$18.22	$18.31	$23.56	$23.68	$23.79	$23.91	$24.03	$24.15	$24.27	$24.40	$24.52	$24.64	$24.76
7	$18.33	$18.42	$23.70	$23.82	$23.94	$24.06	$24.18	$24.30	$24.42	$24.54	$24.67	$24.79	$24.91
8	$18.44	$18.53	$23.84	$23.96	$24.08	$24.20	$24.32	$24.44	$24.57	$24.69	$24.81	$24.94	$25.06
9	$18.55	$18.64	$23.98	$24.10	$24.23	$24.35	$24.47	$24.59	$24.71	$24.84	$24.96	$25.09	$25.21
10	$19.39	$19.49	$25.07	$25.20	$25.32	$25.45	$25.58	$25.70	$25.83	$25.96	$26.09	$26.22	$26.35
11	$19.50	$19.60	$25.22	$25.34	$25.47	$25.60	$25.73	$25.86	$25.98	$26.11	$26.25	$26.38	$26.51
12	$19.73	$19.83	$25.51	$25.64	$25.77	$25.90	$26.03	$26.16	$26.29	$26.42	$26.55	$26.69	$26.82

TABLE A-5

MATERIAL SPECIALIST CRAFT - HOURLY BASE RATES OF PAY
SPECIALIST, QC RECEIVING

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$16.97	$17.05	$22.14	$22.25	$22.36	$22.47	$22.59	$22.70	$22.81	$22.93	$23.04	$23.16	$23.27
2	$17.17	$17.26	$22.40	$22.51	$22.63	$22.74	$22.85	$22.97	$23.08	$23.20	$23.31	$23.43	$23.55

3	$17.36	$17.45	$22.65	$22.76	$22.88	$22.99	$23.11	$23.22	$23.34	$23.45	$23.57	$23.69	$23.81
4	$17.55	$17.64	$22.90	$23.01	$23.13	$23.24	$23.36	$23.48	$23.59	$23.71	$23.83	$23.95	$24.07
5	$17.74	$17.83	$23.14	$23.26	$23.38	$23.49	$23.61	$23.73	$23.85	$23.97	$24.09	$24.21	$24.33
6	$17.93	$18.02	$23.39	$23.51	$23.63	$23.75	$23.86	$23.98	$24.10	$24.22	$24.34	$24.47	$24.59
7	$18.50	$18.59	$24.14	$24.26	$24.38	$24.50	$24.62	$24.75	$24.87	$24.99	$25.12	$25.24	$25.37
8	$18.69	$18.79	$24.39	$24.51	$24.63	$24.76	$24.88	$25.01	$25.13	$25.26	$25.38	$25.51	$25.64
9	$18.89	$18.98	$24.64	$24.77	$24.89	$25.01	$25.14	$25.26	$25.39	$25.52	$25.65	$25.77	$25.90
10	$19.08	$19.18	$24.90	$25.02	$25.14	$25.27	$25.40	$25.52	$25.65	$25.78	$25.91	$26.04	$26.17
11	$19.29	$19.38	$25.16	$25.29	$25.41	$25.54	$25.67	$25.80	$25.93	$26.06	$26.19	$26.32	$26.45
12	$19.67	$19.77	$25.67	$25.80	$25.92	$26.05	$26.18	$26.32	$26.45	$26.58	$26.71	$26.85	$26.98

TABLE A-6
MATERIAL SPECIALIST CRAFT - HOURLY BASE RATES OF PAY
LEAD SPECIALIST, MATERIAL

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$19.04	$19.14	$24.23	$24.35	$24.47	$24.60	$24.72	$24.84	$24.97	$25.09	$25.22	$25.34	$25.47
2	$19.15	$19.25	$24.37	$24.49	$24.62	$24.74	$24.86	$24.99	$25.11	$25.24	$25.36	$25.49	$25.62
3	$19.25	$19.35	$24.50	$24.62	$24.74	$24.87	$24.99	$25.12	$25.24	$25.37	$25.50	$25.62	$25.75
4	$19.35	$19.45	$24.63	$24.75	$24.87	$25.00	$25.12	$25.25	$25.37	$25.50	$25.63	$25.76	$25.88
5	$19.46	$19.56	$24.77	$24.89	$25.01	$25.14	$25.26	$25.39	$25.52	$25.65	$25.77	$25.90	$26.03
6	$19.75	$19.85	$25.13	$25.26	$25.39	$25.51	$25.64	$25.77	$25.90	$26.03	$26.16	$26.29	$26.42
7	$19.86	$19.96	$25.28	$25.40	$25.53	$25.66	$25.79	$25.91	$26.04	$26.17	$26.30	$26.44	$26.57
8	$19.96	$20.06	$25.40	$25.53	$25.66	$25.79	$25.92	$26.05	$26.18	$26.31	$26.44	$26.57	$26.70
9	$20.06	$20.16	$25.53	$25.66	$25.79	$25.92	$26.05	$26.18	$26.31	$26.44	$26.57	$26.71	$26.84
10	$20.17	$20.27	$25.67	$25.80	$25.93	$26.06	$26.19	$26.32	$26.45	$26.59	$26.72	$26.85	$26.99
11	$20.28	$20.38	$25.80	$25.93	$26.06	$26.19	$26.32	$26.45	$26.59	$26.72	$26.85	$26.99	$27.12
12	$20.49	$20.59	$26.07	$26.20	$26.33	$26.47	$26.60	$26.73	$26.86	$27.00	$27.13	$27.27	$27.41

TABLE A-7
WORK CONTROL CRAFT - HOURLY BASE RATES OF PAY
CLERK, WORK CONTROL

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$14.81	$14.88	$19.96	$20.06	$20.16	$20.26	$20.36	$20.46	$20.56	$20.67	$20.77	$20.87	$20.98
2	$14.87	$14.94	$20.04	$20.14	$20.24	$20.34	$20.44	$20.55	$20.65	$20.75	$20.86	$20.96	$21.06
3	$14.94	$15.01	$20.13	$20.23	$20.34	$20.44	$20.54	$20.64	$20.75	$20.85	$20.95	$21.06	$21.16
4	$15.01	$15.09	$20.23	$20.33	$20.43	$20.53	$20.64	$20.74	$20.84	$20.95	$21.05	$21.16	$21.26
5	$15.08	$15.16	$20.32	$20.42	$20.53	$20.63	$20.73	$20.84	$20.94	$21.04	$21.15	$21.26	$21.36
6	$15.15	$15.23	$20.42	$20.52	$20.62	$20.72	$20.83	$20.93	$21.04	$21.14	$21.25	$21.35	$21.46
7	$15.22	$15.30	$20.51	$20.61	$20.72	$20.82	$20.92	$21.03	$21.13	$21.24	$21.35	$21.45	$21.56
8	$15.29	$15.37	$20.61	$20.71	$20.81	$20.92	$21.02	$21.13	$21.23	$21.34	$21.44	$21.55	$21.66
9	$15.36	$15.44	$20.70	$20.80	$20.91	$21.01	$21.12	$21.22	$21.33	$21.44	$21.54	$21.65	$21.76
10	$15.42	$15.50	$20.78	$20.88	$20.99	$21.09	$21.20	$21.31	$21.41	$21.52	$21.63	$21.73	$21.84
11	$15.49	$15.57	$20.87	$20.98	$21.08	$21.19	$21.30	$21.40	$21.51	$21.62	$21.72	$21.83	$21.94
12	$15.63	$15.71	$21.06	$21.17	$21.27	$21.38	$21.49	$21.60	$21.70	$21.81	$21.92	$22.03	$22.14

TABLE A-8
WORK CONTROL CRAFT – HOURLY BASE RATES OF PAY
CLERK, TECH WORK CONTROL

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	$19.68	$19.78	$24.88	$25.00	$25.13	$25.25	$25.38	$25.51	$25.63	$25.76	$25.89	$26.02	$26.15
2	$19.97	$20.07	$25.24	$25.37	$25.50	$25.62	$25.75	$25.88	$26.01	$26.14	$26.27	$26.40	$26.53
3	$20.25	$20.35	$25.60	$25.73	$25.85	$25.98	$26.11	$26.24	$26.38	$26.51	$26.64	$26.77	$26.91
4	$20.54	$20.64	$25.96	$26.09	$26.22	$26.36	$26.49	$26.62	$26.75	$26.89	$27.02	$27.16	$27.29
5	$20.83	$20.93	$26.33	$26.46	$26.59	$26.73	$26.86	$27.00	$27.13	$27.27	$27.40	$27.54	$27.68
6	$21.12	$21.23	$26.70	$26.83	$26.97	$27.10	$27.24	$27.37	$27.51	$27.65	$27.78	$27.92	$28.06
7	$21.40	$21.51	$27.05	$27.19	$27.32	$27.46	$27.60	$27.73	$27.87	$28.01	$28.15	$28.29	$28.43
8	$21.69	$21.80	$27.42	$27.56	$27.69	$27.83	$27.97	$28.11	$28.25	$28.39	$28.53	$28.68	$28.82

9	$21.98	$22.09	$27.78	$27.92	$28.06	$28.20	$28.34	$28.49	$28.63	$28.77	$28.92	$29.06	$29.21
10	$22.27	$22.38	$28.15	$28.29	$28.43	$28.58	$28.72	$28.86	$29.01	$29.15	$29.30	$29.44	$29.59
11	$22.55	$22.66	$28.51	$28.65	$28.79	$28.93	$29.08	$29.23	$29.37	$29.52	$29.67	$29.81	$29.96
12	$23.13	$23.25	$29.24	$29.38	$29.53	$29.68	$29.83	$29.98	$30.13	$30.28	$30.43	$30.58	$30.73

TABLE A-9
AIRCRAFT TECHNICIAN CRAFT - HOURLY BASE RATES OF PAY
LINE MX PLANNER

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	-	-	$30.10	$30.25	$30.40	$30.55	$30.70	$30.85	$31.01	$31.16	$31.32	$31.47	$31.63
2	-	-	$30.96	$31.12	$31.27	$31.43	$31.58	$31.74	$31.90	$32.06	$32.22	$32.38	$32.54
3	-	-	$31.83	$31.99	$32.15	$32.31	$32.47	$32.63	$32.79	$32.96	$33.12	$33.28	$33.45
4	-	-	$32.69	$32.86	$33.02	$33.18	$33.35	$33.52	$33.68	$33.85	$34.02	$34.19	$34.36
5	-	-	$33.56	$33.73	$33.89	$34.06	$34.23	$34.40	$34.57	$34.75	$34.92	$35.09	$35.27
6	-	-	$34.42	$34.60	$34.77	$34.94	$35.11	$35.29	$35.47	$35.64	$35.82	$36.00	$36.18
7	-	-	$35.29	$35.46	$35.64	$35.82	$36.00	$36.18	$36.36	$36.54	$36.72	$36.90	$37.09
8	-	-	$36.15	$36.33	$36.52	$36.70	$36.88	$37.06	$37.25	$37.44	$37.62	$37.81	$38.00
9	-	-	$37.02	$37.20	$37.39	$37.58	$37.76	$37.95	$38.14	$38.33	$38.52	$38.71	$38.91
10	-	-	$37.88	$38.07	$38.26	$38.45	$38.65	$38.84	$39.03	$39.23	$39.42	$39.62	$39.82
11	-	-	$38.75	$38.94	$39.14	$39.33	$39.53	$39.73	$39.92	$40.12	$40.32	$40.53	$40.73
12	-	-	$39.62	$39.81	$40.01	$40.21	$40.41	$40.61	$40.82	$41.02	$41.22	$41.43	$41.64

TABLE A-10
AIRCRAFT TECHNICIAN CRAFT - HOURLY BASE RATES OF PAY
SENIOR LINE MX PLANNER

Longevity	DOS	DOS+1	DOS+1.5	DOS+2	DOS+2.5	DOS+3	DOS+3.5	DOS+4	DOS+4.5	DOS+5	DOS+5.5	DOS+6	DOS+6.5
1	-	-	$42.16	$42.37	$42.59	$42.80	$43.01	$43.23	$43.44	$43.66	$43.88	$44.09	$44.31
2	-	-	$43.01	$43.23	$43.44	$43.66	$43.88	$44.10	$44.31	$44.54	$44.76	$44.98	$45.21
3	-	-	$43.86	$44.08	$44.30	$44.52	$44.74	$44.96	$45.19	$45.41	$45.64	$45.87	$46.10

4	-	-	$44.71	$44.93	$45.15	$45.38	$45.61	$45.83	$46.06	$46.29	$46.52	$46.76	$46.99
5	-	-	$45.56	$45.78	$46.01	$46.24	$46.47	$46.70	$46.94	$47.17	$47.40	$47.64	$47.88
6	-	-	$46.40	$46.63	$46.87	$47.10	$47.34	$47.57	$47.81	$48.05	$48.29	$48.53	$48.77
7	-	-	$47.25	$47.49	$47.72	$47.96	$48.20	$48.44	$48.68	$48.93	$49.17	$49.42	$49.66
8	-	-	$48.10	$48.34	$48.58	$48.82	$49.07	$49.31	$49.56	$49.80	$50.05	$50.30	$50.55
9	-	-	$48.95	$49.19	$49.44	$49.68	$49.93	$50.18	$50.43	$50.68	$50.93	$51.19	$51.44
10	-	-	$49.79	$50.04	$50.29	$50.54	$50.80	$51.05	$51.30	$51.56	$51.82	$52.08	$52.33
11	-	-	$50.64	$50.90	$51.15	$51.40	$51.66	$51.92	$52.18	$52.44	$52.70	$52.96	$53.23
12	-	-	$51.49	$51.75	$52.01	$52.27	$52.53	$52.79	$53.05	$53.32	$53.58	$53.85	$54.12

TABLE B-1

AIRCRAFT TECHNICIAN CRAFT - SALARIED EXEMPT PAY RANGES

QC INSPECTOR, HEAVY MX

REP, HEAVY MX

ANNUAL RANGE	DOS	DOS + 1	DOS + 2	DOS + 3	DOS + 4	DOS + 5	DOS + 6
	$82,280 TO $97,790	$93,503 TO $121,405	$94,438 TO $122,619	$95,383 TO $123,845	$96,336 TO $125,083	$97,300 TO $126,335	$98,275 TO $127,601

TABLE B-2

AIRCRAFT TECHNICIAN CRAFT - SALARIED EXEMPT PAY RANGES

SPECIALIST, FIELD SUPPORT TECH MX

ANNUAL RANGE	DOS	DOS + 1	DOS + 2	DOS + 3	DOS + 4	DOS + 5	DOS + 6
	$77,500 TO $93,800	$77,500 TO $93,800	$77,888 TO $94,269	$78,277 TO $94,740	$78,668 TO $95,214	$79,455 TO $96,166	$80,249 TO $97,128

B. Pay Within the Identified Ranges

No employee shall be paid a rate above or below the applicable hourly or salary rate for their Classification, except that the Company may, at its sole discretion, offer:

1. New hire sign-on bonuses. A new hire sign-on bonus may be provided as a one-time, non-compounding lump sum payment, or as an annual non-compounding lump

sum payment for up to the first three years of a new hire's employment at the Company's discretion.

2. Location specific, non-compounding cost-of living adjustments.

3. Other one-time, non-compounding performance-based incentives.

C. Temporary Assignments

1. The Company may, at its discretion, temporarily assign a Technician and Related employee to perform the duties of another classification within their Craft.

    a. An employee temporarily assigned to a Classification in a lower pay range shall receive his or her regular rate of pay.

    b. An employee temporarily assigned to a Classification in a higher pay range shall receive one of the following:

        i. If the employee is temporarily assigned by management to perform the essential functions of another Classification without Differential pay (i.e. Article A.2.), and the temporary assignment is planned to exceed fifteen (15) consecutive work days, they shall receive a rate five percent (5%) over their current rate of pay. For example, an MX Controller is Temporarily Assigned to perform the essential functions of an absent Supervisor, MX Controller on FMLA for thirty (30) days, the MX Controller would receive five percent (5%) over the MX Controller's current rate of pay. This Article applies only in the case where the employee is temporarily assigned by management to perform the essential functions of another Classification without Article A.2. Differential pay. Or;

        ii. If the employee is temporarily assigned by management to perform the essential functions of Team Lead and/or QC Inspector, and the temporary assignment is planned to exceed one (1) consecutive hour, they shall receive the Differential pay (i.e. Article A.2.) associated with that Classification for all actual hours worked while performing such work rounded to the nearest fifteen (15) minute increment.

D. Shift Differentials

2. Shift differentials shall be provided as follows:

    i. For 8 and 10-hour shifts, the normal scheduled Shift Bids (as awarded) shall define the shift differentials.

        1. Day/First Shift - No differential

2. Swing/Second Shift - $0.25 differential

3. Midnight/Third Shift - $0.35 differential

ii. For 12-hour shifts, the normal scheduled Shift Bids (as awarded) shall define the shift differentials.

1. Day Shift - No differential

2. Midnight Shift - $0.35 differential

3. Shift differential is not paid for holidays not worked or floating holidays not used (i.e., paid out), but it is paid for sick time, training, vacation and floating holidays taken.

4. Shift differential is not considered part of base pay, but it is included in overtime rates.

5. Standard shift differential is paid according to permanently awarded shift bids.

ARTICLE 17
INSURANCE & BENEFITS

A. Health Care Coverage

The Company shall provide each eligible Technician and Related employee and eligible dependents with health care coverage that includes medical, dental, vision and prescription drug benefits as set forth in this Article17.A.

1. Beginning on January 1, 2022, Technician and Related employees and their eligible dependents will be eligible for all medical, dental, and vision coverage under TeamCare, a Central States, Southeast and Southwest Areas Health and Welfare Fund plan ("TeamCare"). Such coverage will be provided through TeamCare's MM200 Plan of benefits. The Company shall pay seventy-five percent (75%) of the total monthly contribution rate for all applicable coverage options. Eligible Technician and Related employees shall pay twenty-five percent (25%) of the total monthly contribution cost to maintain the coverage tier that they select, which payment shall be made by payroll deduction by the Company and remitted by the Company on their behalf to TeamCare. Accordingly, the respective monthly contribution obligations of the Company and Technician and Related employees are as follows:

TEAMCARE MONTHLY CONTRIBUTION RATES (2022)

	Employee	EE + Child(ren)	EE + Spouse	Family
Employee Contribution	$ 160.15	$ 210.37	$ 334.44	$ 468.52
Employer Contribution	$ 480.45	$ 631.10	$ 1,003.31	$ 1,405.56

Annual increases to the total contribution rates shall be limited to zero percent (0%) in the first Plan Year, five percent (5%) in the second Plan Year, and seven percent (7%) every year thereafter for the term of the agreement. The total monthly contribution rates will be frozen once the contract becomes amendable and remain at those rates until a new collective bargaining agreement is reached.

2. The Company will enter into and abide by the terms of TeamCare's trust agreement and all other governing documents, including any participation agreement required by the TeamCare. Such participation agreement will include:

a. Agreement for TeamCare to provide monthly enrollment changes in an up-loadable format (such as Excel).
b. Agreement that suspension of benefits for Technicians and Related on Military Leave is done directly with TeamCare and conveyed to the Company via the monthly enrollment download described above.

All terms of such participation agreement between TeamCare and the Company shall be incorporated herein by reference. The Company shall receive at least ninety (90) days' advance notice of any plan amendments.

3. If a Technician and Related employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of one month.

4. If a Technician and Related employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than twelve (12) months.

5. If a Technician and Related employee is granted an unpaid leave of absence, the Company shall collect from the Technician and Related employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions to TeamCare during the period of absence. Should the Technician and Related employee not provide sufficient monies prior to the unpaid leave of absence being effective, the employee shall forfeit any right to continued TeamCare coverage through the duration of the unpaid leave of absence.

B. Life Insurance, AD & D Insurance, Short-Term and Long-Term Disability, EAP

Technicians and Related employees may elect to participate themselves or on behalf of any eligible dependents in any life or disability insurance plan and Employee Assistance Program ("EAP") offered to non-represented employees by the Company.

C. 401(k) Retirement Benefits

1. Technicians and Related employees are eligible to participate in the current Company 401(k) Retirement Plan. The terms of the Company match will not change for employees covered by this Agreement until amended pursuant to the Railway Labor Act.

2. The Company match is one hundred percent (100%) on the first three percent (3%) of the employee's contribution and fifty percent (50%) on the next two percent (2%) of the employee's contribution (an employee contribution of five percent (5%) will receive the benefit of a four percent (4%) Company match).

D. Profit Sharing, Adoption, Parental Leave, Educational Assistance and Flight Benefits

1. Technician and Related employees shall participate in the Company Profit Sharing program, Adoption Benefit Program, Educational Assistance Program and receive Flight Benefits on the same terms as all other employees (i.e., equally offered to all represented and non-represented employees) participating in the same programs.

2. Technicians and Related employees shall participate in the Company's Parental Leave Program on the same terms as non-represented employees (i.e., equally offered to all non-represented employees) participating in the same program, except that Company paid Parental Leave shall be limited to two (2) weeks.

3. Any future benefit offered to all employees (i.e., equally offered to all represented and non-represented employees) will be equally offered to Technicians and Related.

ARTICLE 18
GENERAL CONDITIONS, SPECIAL ASSIGNMENT PROCEDURES, AND VSTO

A. Equal Opportunity

Neither the Company nor the Union shall discriminate against any Technician and Related employee covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, membership in a uniformed service, status as a disabled veteran or any other applicable classification protected by federal, state or local law.

B. Severability and Savings Clause

If any provision of this Agreement is rendered invalid by reason of any existing or subsequently enacted legislation, or held invalid by a court or governmental agency having competent jurisdiction, such invalidation will not affect the remaining provisions of this Agreement. The parties will meet and confer regarding changes to this Agreement that are necessary as a result of such invalidation; provided, said conferences will pertain only to the provisions so affected or directly related thereto. The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such affected provisions. If after one-hundred and eighty (180) days from the parties' first meeting no agreement has been reached, the parties' last, best, and proposals on a replacement provision shall be submitted to binding interest arbitration. Selection of the arbitrator shall be accomplished under the provisions of Article 20 (System Board of Arbitration), and the Arbitrator's authority will be limited to endorsing the final proposal of one party or the other.

C. Labor Disputes

1. Except as otherwise permitted by law, from the date of this Agreement through thirty (30) days following the date, if any, that the parties are released from mediation by the National Mediation Board in connection with negotiations for a successor Agreement, (the "Release Date"), the Union, including its directors, officers, representatives and agents, will not engage in, promote, or cause any strike or work stoppage at the Company, and the Company will not lock out any employee covered by this Agreement. Nothing herein shall preclude either party from exercising its legal rights to enforce status quo violations, including seeking injunctive relief from a court of competent jurisdiction. Unless otherwise agreed to by the parties, the commitment stated in this paragraph shall be inapplicable as of the Release Date, without regard to whether the parties are then engaged in collective bargaining under the RLA.

2. It shall not be a violation of this Agreement, notwithstanding any other provisions

of this Agreement, and it shall not be cause for permanent replacement, discharge or other disciplinary action, in the event a Technician and/or Related employee refuses to enter upon the property of the Company, any Company Affiliate or any other Entity where its employees are engaged in a lawful strike. It shall not be cause for permanent replacement, discharge or other disciplinary action if a Technician and Related employee refuses to cross or work behind a lawful strike picket line, including, without limitation, a lawful strike picket line of the Union, or any other labor organization. At the request of the Company, the Union shall use its best efforts to provide information to the Company about the existence of any labor dispute(s) and picket line(s) that could affect the Company's operation. When requested by the Company, the Union shall promptly assist in identifying alternative hotels and/or airlines that would be available to the Technician and/or Related employee when he exercises his rights under this Agreement.

D. Access to Operational Manuals

The Company will provide Technician and Related employees with electronic access to the Technician and Related employee's manuals and all bulletins and revisions while at work.

E. Company Indemnification and Representation of Technician and Related employees

The Company shall hold harmless, indemnify and provide legal counsel for any Technician and Related employee in the employ of the Company if he is named as a defendant, or subpoenaed as a witness, by a claimant in legal proceedings arising out of any act or omission of such Technician and Related employee occurring during performance of any required or requested duties in the service of the Company, provided the Technician and Related employee is acting within the course of and scope of such duties. This provision shall not apply to proceedings initiated by the Company directly against the Technician and Related employee or to acts or omissions that are the result of willful misconduct or gross negligence. The Company will have no obligation under this subsection to reimburse an employee for any fine or penalty imposed on the employee by the FAA or NTSB, or to provide representation before the FAA or NTSB.

F. Copies of Agreement

The Company shall make available to each Technician and Related employee an electronic copy of this Agreement within thirty (30) days after signing. The Company shall also make electronic copies of this Agreement available to New Hire Technician and Related employees during Company new hire orientation training.

G. Contact Information

Each Technician and Related employee must provide to, and maintain with, the Company contact information that includes his current address, telephone number, personal email and emergency contact number.

H. Lawsuits and Hearings

In the event a Technician and Related employee is subpoenaed to testify in Court or arbitration as a result of a subpoena issued by the Company, he shall receive his base rate of pay for scheduled work days missed, and shall be excused from all duties on the workdays he is required to be available to appear in court or arbitration. He shall also be reimbursed for all reasonable expenses incurred as provided in Article 7 (Expenses).

I. New Hire Information

The Company will provide the Union on a monthly basis, when applicable, with each New Hire Technician and Related employee's name, date of hire, and position for which hired.

J. Employment Status Changes

The Company will notify the Union monthly of all changes in employment status including, new hires, promotions, demotions, terminations, recalls and/or furloughs. The notification will include the employee's name, address, Classification and date of hire, and specific change(s) in employment status.

K. Parking

The Company will provide Technician and Related employees with free parking facilities at their permanent work locations.

L. Personnel and Training Files

1. A Technician and Related employee may request access to his personnel file regarding his employment with the Company. Such file(s) shall be made available in People Services during normal business hours within four (4) calendar working days of the request.

2. Upon request, the Company shall provide a Technician and Related employee with a copy of all training records at the conclusion of the training event.

M. References in the Agreement

Any reference in this Agreement to Technician and Related employees in the male gender, including but not limited to the use of masculine pronouns, is intended to include both male and female Technician and Related employees, unless specifically specified otherwise.

N. Time Limits in the Agreement

All time limits contained in this Agreement that are expressed in "days" shall mean calendar days unless otherwise stated in this Agreement.

O. Company-Initiated Meetings

Unless otherwise provided in this Agreement, if a Technician and Related employee is required to attend any Company-initiated meeting, he shall be removed from all conflicting duty and paid in accordance with Article 16 (Compensation). If required to attend a Company-initiated meeting on his scheduled day off, a Technician and Related employee shall be compensated for the actual time spent in attendance at the meeting.

P. Temporary Duty Assignments (TDY)

1. A Temporary Duty (TDY) assignment is planned field service away from a base. A TDY may occur for scheduled or unscheduled maintenance, training, or other circumstances.

2. A Voluntary TDY list will be maintained and posted at each base location, with Technician and Related employees desiring to participate being required to sign the Voluntary TDY list. Technician and Related employees shall progress through the Voluntary TDY list as follows:

a. Names will be entered initially in Classification Seniority order, along with any special authorizations held such as engine run, taxi, Required Inspection Item (RII), Airworthiness Release (AWR), etc. Such authorizations may be required for a specific assignment.

b. Technician and Related employees not selected for a particular TDY assignment because of a lack of qualifications or other critical previous personal commitments will remain in the same position on the Voluntary TDY list until they are selected for a subsequent TDY opportunity.

c. If a Technician and Related employee transfers into a department and desires to participate in TDY assignments, their name will be placed at the bottom of the Voluntary TDY list.

d. As Technician and Related employees are sent on TDY, their names will go

to the bottom of the Voluntary TDY rotation should they choose to continue to volunteer.

e. If a Technician and Related employee removes their name from the Voluntary TDY list and subsequently adds it back, their name will be placed at the bottom of the list, not in seniority order.

f. If a Technician and Related employee establishes that he was not offered a Voluntary TDY opportunity that he should have received in accordance with this Article, the sole remedy shall be for the employee to be offered the next reasonably similar Voluntary TDY opportunity.

3. If the Company is unable to get sufficient Volunteers to cover required TDY as provided for in Article 18.P.2. above, the local manager or designee may then begin the Involuntary assignment of TDY as provided below.

a. Involuntary TDY shall be assigned, in inverse seniority order, to those Technician and Related employees who are legal and available to perform the required TDY work.

b. If a Technician and Related employee establishes that he was Involuntarily assigned a TDY that he should not have received in accordance with this Article, the sole remedy shall be for the employee to be allowed to reject the next reasonably similar Involuntary TDY assignment, so long as that TDY assignment can be involuntarily assigned to another Technician and Related employee who is legal and available to perform the required TDY work.

4. When returning from a TDY assignment where 10 hours of rest is required, the Technician and Related employee's "regular scheduled" shift hours can be adjusted to ensure a 40-hour work week is maintained. Any adjustments will be made in concurrence with local leadership

Q. Voluntary Short Term Time Off

The Company may make available to Technician and Related employees a Voluntary Short Term Time Off (VSTO) option based on projected staffing need based on the operations of our network. If it is determined that a Technician and Related Classification, at a particular location, and on a particular shift is staffed in excess of projected need to adequately staff the operation, VSTO opportunities may be offered to Technician and Related employee(s) in those Classifications, locations, and Shifts.

1. VSTO PROGRAM ELIGIBILITY

At the time the VSTO opportunities become available, all current and qualified

Technician and Related employees in that Classification, at that particular location, and on the identified Shift are eligible to participate in the VSTO bid, except:

a. Technician and Related employees currently on a Leave of Absence, or approved for a Leave of Absence that would cover the VSTO period. A Leave requested/approved prior to the VSTO opportunities being awarded would remove the Employee from 'VSTO' eligibility for that bid. VSTO and FMLA will not run concurrently; in the event of an approved FMLA after an awarded VSTO, an Employee will forfeit VSTO for every pay period that conflicts with her/his approved FMLA. Short-term disability and VSTO will not run concurrently; in the event of an approved claim after an awarded VSTO, an Employee will forfeit VSTO for every pay period that conflicts.

b. Technician and Related employees in new hire training may be prohibited from being considered eligible at the Company's discretion.

c. Technician and Related employees with less than one-week of Vacation scheduled during the VSTO period will be considered eligible, however, the awarded Vacation will be removed and the Employee will be required to reschedule the Vacation to a future available date.

2. COMPENSATION FOR AWARDED VSTO

Technician and Related employees who request and are awarded VSTO opportunities will be compensated with forty (40) hours at their applicable rate for each full pay period the awarded VSTO encompasses.

3. PROGRAM RULES

a. Technician and Related employees who request and are awarded a VSTO opportunity shall retain and continue to accrue seniority and other benefits as an active employee during the VSTO period including:

   i. Sick and Vacation accrual.

   ii. Medical, Dental, Vision (Employee still pays the employee portion)

   iii. 401K match

   iv. Flight benefits

b. Technician and Related employees who request and are awarded a VSTO opportunity shall be ineligible to pick up or be awarded any shifts, including overtime or Junior Assignment, during the awarded VSTO period.

4. VSTO DURATION

a. VSTO bids may be structured and offered to encompass one (1), two (2), three (3) or four (4) entire pay periods.

b. Technician and Related employees who are on an awarded VSTO may be recalled to work, but shall be provided with no less than a seven (7) day notice.

c. A recalled Technician and Related employees will not receive any VSTO pay credit (i.e., 1 hour of pay for every 2 hours of scheduled shift) for any shift that had not yet occurred as of the date of actual recall. Instead, the recalled Technician and Related employees will be compensated for those hours actually worked in accordance with the CBA.

5. VSTO BIDDING AND AWARDING

a. Technician and Related employees will be notified of VSTO opportunities being offered for a particular Classification(s), location(s) and Shift(s) for particular pay periods.

b. VSTO opportunities will be awarded to eligible Technician and Related employees in their particular Classification(s), location(s) and Shift(s), in Seniority order.

c. No Technician and Related employee will be required to involuntarily accept a VSTO.

ARTICLE 19
GRIEVANCE PROCEDURE

A. General Statement of Intent

The parties acknowledge that it is usually most desirable for an employee and the appropriate non-bargaining unit Manager to resolve problems through free and informal communications. Should a grievance occur, both the Union and the Company shall make an earnest effort to ascertain the facts and seek a fair and equitable settlement through the following procedures. It is the intent of the parties to settle complaints and grievances at the lowest possible level in the procedure based upon the facts and common sense. Notwithstanding any of the provisions of this Article, probationary employees are not entitled to file grievances under this contract regarding discipline or discharges, nor shall such employees be entitled to challenge discipline or discharges taken against them under this Agreement.

B. Non Disciplinary Dispute Procedures

In the event of a dispute over the interpretation or application of this Agreement, the following procedure shall be followed:

STEP ONE

The aggrieved employee shall first present the complaint to his applicable Manager, or his designee, for discussion and possible solution within thirty (30) days after the employee or his representative could reasonably have knowledge, through the use of reasonable diligence, of the incident upon which the complaint is based to be timely. During this discussion, the employee will have the right, but not the obligation, to be represented by his shop steward or Local Business Representative. It is understood and agreed that decisions made at the first step of the grievance procedure by the Manager, or his designee, employee and/or his representative shall not constitute a precedent of any kind unless otherwise agreed to, in writing by the Managing Director of Labor Relations and the appropriate Union Airline Division representative.

STEP TWO

1. If the complaint cannot be resolved through a discussion at Step 1, the complaint shall be reduced to writing by the employee and/or his representative, signed by the employee and/or his representative, and the formal grievance shall be submitted electronically to the employee's appropriate Business Representative, Director, and the Managing Director of Labor Relations, or their designees, within ten (10) calendar days after the date of the discussion described in paragraph B.1 above in order to be timely. The grievance shall contain a full statement of all known relevant facts involved, identify the employee(s) who are alleged to have been harmed, if applicable,

the remedy sought, and the specific provision(s) of the Agreement alleged to have been violated.

2. The Director, or his designee, will meet to hear the grievance(s) within ten (10) days following the receipt of the written appeal. Requests for time limit extension of this provision will not be unreasonably denied. The grievant, the shop steward and the Local Union Business Representative shall be entitled to attend this meeting and shall be allowed a reasonable opportunity to present relevant testimony and information. The Director, or his designee, shall issue his decision in writing within ten (10) days after the presentation of such relevant testimony and information. Said meeting may be held in person, by teleconference or video conference, if agreed to mutually by the parties. However, if there are multiple grievances to be heard, the parties may agree to meet on a monthly basis for grievance review. Any grievance settlement at this step shall not constitute a precedent of any kind unless otherwise agreed to, in writing by the Managing Director of Labor Relations and the appropriate Union Airline Division representative.

3. If the Step 2 decision is not satisfactory to the employee and his Union Representative, the Union may appeal such grievance to the System Board of Adjustment and shall do so by serving a written notice to the Managing Director of Labor Relations, or his designee, at the Company's office, within fourteen (14) calendar days after the receipt of the written decision of the appropriate Director, or his designee, to be timely.

C. Discharge and Disciplinary Procedures

1. A non-probationary Technician and Related employee shall not be disciplined or discharged without just cause.

2. Disciplinary action or measures shall follow Company policy, as amended from time to time. Employees may be coached, and counseled, and such coaching and counseling does not constitute formal disciplinary action, although such coaching and counseling may be used as the basis for future discipline. The Company recognizes the basic tenets of progressive and corrective discipline and, where appropriate, will follow a policy of progressive discipline for occurrences or disciplinary infractions.

3. Formal discipline will not be issued to non-probationary Technician and Related employees until the employee has been provided the opportunity to participate in an investigatory meeting. Investigatory meetings shall be offered and conducted in the following manner;

   a. If a Company representative contacts an employee to schedule an investigatory meeting to discuss an alleged incident of misconduct, or requests that he provide a written statement regarding said matter, prior to

holding an investigatory meeting the Company representative shall advise the employee that he may be subject to discipline as a result of the information he provides and that he has a right to Union Representation at such meeting. The Company shall document an employee's refusal of such Union representation.

b. A request to delay an investigatory meeting for the purpose of obtaining representation, and/or scheduling purposes, shall not be unreasonably denied by the Company as long as a Union representative is reasonably available. However, under no circumstances shall the request for the presence of a particular Union representative be used to delay such interview. It is the responsibility of the employee who is the subject of the investigation to arrange for Union representation.

c. The employee under investigation, and his Union Representative, shall have the opportunity to present information relevant to the subject under investigation, including the sworn written statement of witnesses during the investigatory meeting. Should an employee choose not to participate in the investigatory meeting, or provide no new evidence to consider, the Company will make the determination of just cause for discipline on the evidence it has collected.

d. Nothing contained herein prevents the parties (i.e., employee(s) under investigation, the Union, and the Company) from reaching agreement upon the appropriate level of discipline, if any, during the investigatory meeting, at its conclusion or prior to the Company rendering a decision.

e. The Company shall render its decision within ten (10) business days following the date of the investigatory meeting, or within ten (10) business days following the conclusion of the investigation, whichever is later.

f. Employees and their Union representative shall not lose pay for participating in or attending an investigatory meeting during their normal working hours pursuant to this Section. Should an employee under investigation be required to attend an investigatory meeting on a scheduled day off, such employee shall be paid his straight time rate of pay for actual time spent in the investigatory meeting. In the event an employee is placed on unpaid administrative leave pending investigation and subsequently not disciplined, the employee will be compensated for the resulting loss of pay for such normally scheduled hours.

g. Nothing shall prohibit the Company from conducting multiple investigatory meetings during the course of an investigation.

h. A drug or alcohol test required by the Federal Aviation Administration, or for reasonable suspicion, shall not be considered an investigatory meeting for purposes of this Article 19.

4. Nothing in this paragraph shall be construed to excuse an employee from responding to routine Company contact regarding non-disciplinary or operational issues. If during these conversations an employee has a reasonable expectation that their continued participation in such meeting may result in formal discipline, the employee may request the presence of a Union Representative prior to continuing, and such request for representation will be administered in accordance with Section 19.C.3.b. above.

5. Administrative Leave Prior to Disciplinary Decision

a. Employees held out of service under circumstances which do not involve unlawful acts, theft, acts of violence, refusal to comply with a direct order (non-safety related), use or possession of alcohol or illegal drugs in violation of Company/ DOT/FAA Regulated Antidrug and Alcohol Misuse Prevention Program, or possession of weapons on Company property or, while on duty, at any other location, will continue on paid status pending the issuance of discipline.

b. Nothing shall preclude the Company from removing any employee without loss of pay pending an investigation and/or issuance of discipline. Except as otherwise set forth above, the affected employee shall remain in a paid status until such time as a decision is rendered.

c. When an employee is removed from service without pay, the Company shall provide the employee the opportunity to participate in an investigatory meeting in accordance with 19.C.3. above within ten (10) calendar days of the employee's removal.

d. In the event an employee is removed from service without pay pending an investigation and/or issuance of discipline, and the Company does not issue that employee discipline inclusive of an unpaid suspension or termination, the employee will be compensated for the resulting loss of pay for such normally scheduled hours.

6. In the event the Company finds just cause and issues formal discipline to a non-probationary employee covered by this agreement, or issues formal discipline to a probationary employee, it shall notify the employee and the Union in writing that such action has occurred. The written notification shall identify the contract provision, rule and/or policy allegedly violated; a summary of the employee's alleged conduct; and the level of discipline imposed by the Company. Nothing

herein shall be construed to prevent the Company from removing an employee from duty prior to sending the disciplinary notification in accordance with the provisions of Article 19.

7. If formal discipline is imposed by the Company on a non-probationary employee, and the level of imposed discipline is not acceptable to the Union, the decision to discipline may be appealed through the grievance procedure, the process of which shall be as follows:

   a. The formal grievance shall be reduced to writing and signed by the employee and/or his Union representative, and submitted electronically to the employee, the Union Business Representative and the appropriate Director and Managing Director of Labor Relations, or their designees, within ten (10) calendar days after the formal discipline was issued. The grievance shall contain a full statement of all known relevant facts involved, the remedy sought, and the specific provision(s) of the Agreement alleged to have been violated, or policy or applicable regulation alleged to have been misapplied. The parties may meet to discuss the grievance, or if mutually agreeable, may schedule a telephonic or video conference for this purpose.

   b. The grievance will be answered in writing by the appropriate Director, or his designee, who will send a copy to the grievant and the Union within ten (10) business days after the date of the meeting, or, if there is no meeting, within ten (10) business days after the written grievance was received. Any grievance settlement shall be subject to review and final execution in writing by the Managing Director of Labor Relations, and such review shall be subject to the time limits of the corresponding step of the grievance procedure.

   c. If the Company's decision is not satisfactory to the employee and his Union Representative, the Union may appeal such grievance to the System Board of Adjustment and shall do so by serving a written notice to the Managing Director of Labor Relations, or his designee, at the Company's office, within fourteen (14) calendar days after the receipt of the written decision of the appropriate Director, or his designee, to be timely.

D. System Boards

1. The System Board of Adjustment ("the Board") shall be composed of two (2) members designated by the Company and two (2) members designated by the Union. The Board will meet on a quarterly basis at Company Headquarters, or at another location if mutually agreed. Dates for the Board shall be mutually agreed upon prior to the beginning of each New Year. In advance of each hearing date, the parties' System Board Coordinators shall mutually agree as to which cases shall be heard; in the event the Coordinators are unable to agree, the System Board Co-Chairmen shall promptly meet to resolve the dispute. In the case of a discharge or a suspension

resulting in loss of pay of greater than 10 days, the Board shall convene within thirty (30) calendar days of the date the discharge or suspension is appealed to the System Board of Adjustment. In the case of a discharge, the Board of Adjustment shall convene at the station where the discharged employee worked or through video conferencing, unless another city is mutually agreed to.

2. The System Board shall render a decision no later than thirty (30) calendar days after it has closed the record in the hearing of the case. The System Board's findings and decisions shall be final and binding upon the Union, Company, and employees covered by the submitted grievance.

3. In the event the System Board deadlocks on a contractual dispute, or a dispute over an issued disciplinary action not involving an unpaid suspension or termination, the Union may appeal the case to arbitration in accordance with Article 20, Board of Arbitration, by serving a written notice to the Managing Director of Labor Relations, or his designee, at the Company's office, within ten (10) calendar days after notification of the System Board's impasse.

4. In the event the System Board deadlocks on a dispute over a disciplinary action involving an unpaid suspension or termination, the Union may appeal the case to arbitration in accordance with Article 20, Board of Arbitration, by serving a written notice to the Managing Director of Labor Relations, or his designee, at the Company's office, within ten (10) calendar days after notification of the System Board's impasse. For these appeals, the Company and Union shall attempt to agree on a mutually acceptable impartial arbitrator. If the parties are unable to agree on an arbitrator, they shall select an arbitrator as provided in Article 20, Board of Arbitration.

E. General Procedures and Rules

1. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearings and meetings, whether in person, telephonically or through video conferencing, required in connection with a grievance, without adversely affecting the Company's operations.

2. Information Requests Preceding a Grievance Meeting

   a. Upon a specific, good faith, written request made at least forty-eight (48) hours preceding a Grievance Meeting, as provided in subsections 19.B.1. and 19.C.7.a., unless another time frame is mutually agreed upon, the Company and the Employee or the Union, as applicable, shall provide the other party with copies of any documents they intend to present at the Grievance Meeting that were not previously provided.

b. Requested information referenced in subsections 19.E.2.a. above shall be exchanged as soon as practical, but in all cases prior to the commencement of the Grievance Meeting, unless mutually agreed otherwise. If necessary, the Grievance Meeting shall be delayed or continued in order to provide the parties with adequate time to prepare and/or respond. The failure to provide required information, unless such information is withheld deliberately, shall not have an exclusionary effect.

c. Upon reasonable request to the Company, and during normal business hours, the Union shall be entitled to listen to any recorded phone line conversation in connection with an employee disciplinary matter pending grievance.

d. Nothing in subsection 19.E.2. shall be construed to waive any privilege provided by law that would protect the information from disclosure, including the attorney-client and attorney work product privileges.

3. The Company shall, subject to the needs of the service, release a grievant from conflicting duty, if necessary, for the purpose of participating telephonically or through video conferencing in a Grievance Meeting.

4. The Union may choose to have another bargaining unit member witness(es) participate in a Grievance Hearing telephonically or through video conferencing.

5. Unless mutually agreed, no stenographic report or other recording may be taken during a Grievance Meeting (excluding contemporaneous notes). However, when the parties mutually agree that a stenographic report shall be taken of a Grievance Meeting, the costs shall be borne by both the parties to the dispute.

6. Employees of the Company who are on duty and are called as witnesses for a System Board proceeding as described in this Article will suffer no loss of pay. The number of witnesses summoned at any one time shall not be greater than the number that can be spared from the operation without interference with the services of the Company. Witness participation in System Boards of Adjustment shall be accomplished through in person meeting(s), video conferencing or telephonically. If the Union or the Company deems necessary the testimony of witnesses (inclusive of management personnel directly involved in the case) the Company is unable to release, or otherwise unable to participate in any of the above mentioned means, the proceedings may be adjourned until such time as the witnesses are able to testify. The parties agree to use their mutual best efforts to minimize the cost and the operational disruption potentially created by this provision. In System Board cases where testimony is cumulative (merely duplicating the testimony of other witnesses), or is otherwise not essential to the case, such evidence may be presented by sworn statement(s).

7. All time limits shall be complied with by the Company, the employee(s), and the Union. If the Company does not comply with the time limits, the grievance will be

deemed automatically appealed to the next step. Any Company answers, disciplinary actions, and grievance decisions not appealed by the Union in writing within the specified time limits at any step of the procedure shall be considered closed on the basis of such answer. It is recognized that Company or Union representatives may request reasonable time limit extensions, and the parties may mutually agree to extend any of the time limits in this Article.

8. It is agreed by the parties hereto that the periods of time for hearings, decisions, and appeals established in this section shall be considered as maximum periods and that when hearings, decisions, and appeals can be handled in a period of less than the maximum time stipulated, every effort will be made so as to expedite such cases.

9. The Company recognizes the right of the Union to file a group grievance when the issue is common and identical to those employees in the group.

10. In the event of permanent change of the Company members responsible for answering grievances at any step of this grievance procedure, the Company will notify the Union as soon as possible.

11. Employees shall have access to their personnel file for review upon reasonable notice. The employee may provide copies of any documents contained within their Personnel File to their Union representatives.

12. **Exoneration -** If an employee has been withheld from service, and/or has participated in an investigatory meeting related to alleged misconduct of the employee, and the employee is subsequently completely exonerated of all allegations, the following shall apply:

    a. All Company records specifically relied on by the Company to bring the allegations of misconduct against the employee, including personnel and training files, shall be purged of any reference to the allegations of misconduct (to the extent permitted by law).

    b. The Company shall neither make reference to nor attempt to use the prior allegations of misconduct for which the employee has been exonerated in any proposed or actual future disciplinary or discharge action taken against the employee.

F. Disclosure

No later than ten (10) business days prior to the actual date of the System Board of Adjustment, the Company and the Union shall exchange all evidentiary exhibits, including the names of the witnesses they intend to introduce at the System Board of Adjustment Hearing. Any additional evidentiary exhibits or witnesses which are identified and intended to be introduced in the System Board of Adjustment and/or Arbitration after the above mentioned ten (10) business day requirement shall be exchanged as soon as practicable, but

no less than forty-eight (48) hours prior to the actual System Board of Adjustment. Unless the names of witnesses or evidentiary exhibits are deliberately withheld, this provision shall not preclude either party from introducing any additional evidence or witnesses during the course of the System Board of Adjustment, however, if either party receives a late document or witness list, it shall have the option to adjourn the System Board of Adjustment in light of the new document or witness list or take the necessary time for review of the new evidence.

G. Management Grievance

The Company has the right to file a grievance against the Union. Such grievance will be proper when filed by the Managing Director of Labor Relations to the International Representative, Teamsters Airline Division, who will provide a written answer within fourteen (14) days. If the answer is unsatisfactory the Company may appeal the grievance to the Arbitration within fourteen (14) days following receipt of the Union's answer.

ARTICLE 20
BOARD OF ARBITRATION

A. Establishment of the Board of Arbitration

ln compliance with Section 204, Title II of the RLA, a Board of Arbitration is established for the purpose of deciding disputes that may arise under the terms of this Agreement that are properly submitted to it, and shall be known as the "Allegiant Technicians and Related Board of Arbitration" (hereinafter referred to as "the Board of Arbitration or Board.") The Board will have jurisdiction only over disputes that are deadlocked by the four-member System Board of Adjustment, or in cases where expedited Arbitration is specifically provided for in the Agreement, and are properly appealed to Arbitration in accordance with the provisions of Article 19.D., unless otherwise specifically provided for in this Agreement.

B. Composition of the Board

1. The Board shall consist of three (3) members (“Board Members”), one (1) of whom shall be selected and appointed by the Company, one (1) of whom shall be selected and appointed by the Union, and a neutral Arbitrator, selected as provided in subsection 20.D. below, serving as the Neutral Board Member. Each party shall advise the other in writing of the name of the person who has been appointed as its respective Board Member.

2. Once selected, the parties’ respective Board Members shall serve until the Board issues a final and binding decision on a dispute they were selected to hear and decide, including any subsequent period wherein the Board retains jurisdiction. Should it become necessary for a party to replace a Board Member before a matter can be closed, such party shall immediately advise the remaining members of the Board of his/her removal and replacement.

3. Each Board Member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Union, the Company or with the Technicians and Related class employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board Member.

C. Meetings of the Board

The parties may mutually agree to convene the Board with only the selected Arbitrator, or with the Arbitrator plus both of the parties’ respective Board Members. Absent agreement to the contrary, all three (3) Board Members shall convene.

D. Selection of Arbitrators

1. The parties shall, in October of each year, select and agree upon a pool of eight (8) Arbitrators to serve as potential neutral Arbitrators to hear grievances that may be scheduled for

arbitration in the following calendar year. If the parties are unable to agree upon a pool of eight Arbitrators, the parties shall request five (5) lists of Arbitrator panels from the National Mediation Board and shall, by alternate strike method, select additional Arbitrators until the pool of that year's agreed-upon panel of Arbitrators has reached eight.

2. When a grievance is properly appealed to the Board of Arbitration in accordance with the provisions of Article 19.D., the parties will attempt to mutually agree on an Arbitrator from the agreed upon pool of eight. If mutual agreement is not reached, the parties will select an arbitrator from the list of eight names by alternating strike, with the first strike determined by coin toss. The parties will jointly solicit dates from the agreed upon arbitrators and shall schedule the cases appealed to the Board of Arbitration.

3. The Union and Company agree to conduct no more than six (6) arbitrations per Calendar year. The Calendar year limit on arbitrations shall not apply to terminations, or for suspensions of more than ten (10) days.

E. Submission Agreement

The parties shall attempt to enter into a submission agreement, which shall clearly state the arbitral issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitral issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the Company's disposition of the same with notation that the parties could not agree upon a submission agreement. Either party may also submit its proposed version of the arbitral issue or issues to be decided by the arbitrator.

F. Proceedings Before the Board

1. The Company and Union shall be the only parties to a Board proceeding. The Company may be represented at Board hearings by such person or persons as it may designate, and the Union may be represented by such person or persons as it may designate. The Union shall designate who may present any arguments and evidence on behalf of a Grievant(s).

2. Evidence may be presented orally, in writing or both.

3. Witnesses providing testimony shall do so under oath.

   i) The number of witnesses summoned at any one time, who are Company employees, shall be subject to the needs of the service. Witnesses may be required to participate in person, or by telephonic and/or video conferencing, as mutually agreed by the parties.

   ii) Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Company or the Union because of giving testimony in good faith.

iii) A majority vote of the Board Members sitting at a hearing shall be competent to reach a decision. Decisions of the Board in matters properly referable to it shall be final and binding on the parties.

iv) The Board shall issue its decision in writing as expeditiously as possible after the hearing(s) is concluded. By mutual agreement, the parties may request the Board to issue its decision orally or with a brief written decision after the taking of evidence and the conclusion of oral arguments, with a written decision to follow.

G. Authority of the Arbitrator

The arbitrator shall have no authority or jurisdiction to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised in the formal grievance as originally submitted by the Union or the Company. The arbitrator shall have no authority or jurisdiction to render a decision on any issue not so submitted or raised. The arbitrator shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. If the decision or award of the arbitrator is rendered within the limitation of this Section, it shall be binding upon the Company, the Union, the grievant and the employees covered by this Agreement.

H. Board of Arbitration Decisions - Voting and Decisional Time Limits

Decisions of the System Board of Arbitration will occur by majority vote of its Members. The Arbitrator shall be asked to render his findings and award in writing no later than sixty (60) calendar days after the conclusion of the hearing and receipt of the post hearing briefs.

I. Submissions to the Board

1. Grievances submitted to the Board shall be addressed to the Managing Direct of Labor Relations, or designee. Each party shall be responsible for providing a copy of the submission to its respective Board Member.

2. Each submission shall include: Question or questions at issue; statement of facts; position of the Union; position of the Company; and remedy requested. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit its position to the Board.

3. If the Union has appealed more than one (1) Grievance to the Board, the Union shall choose the order of Grievances to be heard and decided on by the Board. Unless the Company and the Union agree upon a combination of Grievances to be presented to the Board, each Grievance presented shall be treated as a separate case.

J. General

1. Generally, arbitration hearings will be held at Company Headquarters, unless another place is mutually agreed to by the Company and the Union. In cases of discharge, the Board shall meet where the discharged employee worked, unless the Company provides the grievant with positive space travel to and from their point of prior work location to the point at which they must appear.

2. Each of the parties hereto shall assume the traveling expenses and other expenses of its Board Members and witnesses called or summoned by it and each of the parties shall assume one-half (1/2) of the expenses of the arbitration, except that the employees of the Company who are necessarily summoned to serve as witnesses in person, and the grievant, if not discharged or on unpaid suspension, will suffer no loss of pay as a result of participation in the arbitration proceeding. Employees of the Company who are required to attend an Arbitration shall be allowed to utilize their employee pass travel benefits to travel to and from the Arbitration.

3. It is understood and agreed that each and every witness summoned by the Board who is an employee of the Company shall be free to discharge his duties in an independent manner without fear that his individual relations with the Company or the Union may be affected by an action or by testimony given by him in good faith in his capacity as a witness.

4. If a stenographic transcript is made of the arbitration proceeding the party making the request shall bear its expense, unless the request is made by the arbitrator, in which case the cost of the transcript will be shared equally by the Company and the Union. In the event the party not requesting the transcript decides at the hearing or later to obtain a copy, the Company and the Union shall share the entire cost of the reporting and transcribing of the transcript equally.

5. All notifications, including meeting notifications, and all decisions of the Board, and all mutual extensions of time limits shall be accomplished as provided in this Section 20.

6. The time limits contained in this Section 19 may be extended by written agreement between the parties. If a time limit or any mutually agreed extension thereof expires on a weekend or observed holiday, the time limit shall be extended to the next business day.

7. Absent mutual written agreement to extend the time limits in a specific instance, the Union, or the Company for a submitted Management Grievance, shall request that the parties identify an arbitrator and schedule the arbitration proceedings for any grievance that has been advanced to Arbitration within two (2) months from the date of the System Board deadlock.

8. The costs of the meeting rooms and requisite hearing facilities for Board meetings shall be borne equally by the parties. Upon mutual advance agreement of the parties in each particular instance, the Board may incur expenses necessary for its decision of a case and such expenses shall be borne equally by the parties.

K. Information Sharing

No later than ten (10) business days prior to the actual date of the System Board of Adjustment, the Company and the Union shall exchange all evidentiary exhibits, including the names of the witnesses they intend to introduce at the System Board of Adjustment Hearing. Any additional evidentiary exhibits or witnesses which are identified and intended to be introduced in the System Board of Adjustment and/or Arbitration after the above mentioned ten (10) business day requirement shall be exchanged as soon as practicable, but no less than forty-eight (48) hours prior to the actual System Board of Adjustment. Unless the names of witnesses or evidentiary exhibits are deliberately withheld, this provision shall not preclude either party from introducing any additional evidence or witnesses during the course of the System Board of Adjustment, however, if either party receives a late document or witness list, it shall have the option to adjourn the System Board of Adjustment in light of the new document or witness list or take the necessary time for review of the new evidence.

ARTICLE 21
UNION REPRESENTATION

A. Union Postings & Notices

The Company will provide the Union with space, when reasonably available, in a reasonable location, accessible to Technician and Related employees for the posting of official notices for Union meetings, elections and other notices pertaining to internal Union matters. All such notices shall be signed by a duly authorized representative of the Union and shall be posted upon certification by the Company Managing Director of Labor Relations that the notice relates to matters covered in this Article 21.A. The Company reserves the right to remove any notice that has not been previously certified.

B. Union Authorized Representatives - Notice to Company

The Union will notify the Company in writing and in a timely manner of the names of Company employees who are authorized by the Union to act as representatives of the Union.

C. Access for Union-Designated Representatives

The Company agrees to admit, at agreed upon times, officially designated Union representatives to its facilities to transact business as is necessary for the administration of this Agreement. The Union representative shall notify the Managing Director of Labor Relations, or designee, of the names of the visitors of each such intended visit.

D. Technician and Related Rights to Union Representation

Any Technician and Related employee required to be present at a Company investigatory meeting involving disciplinary action, or the possibility of disciplinary action, shall be entitled to Union representation as provided for in Article 19. In exercising this provision, it is not the intention of the Union to unnecessarily delay such hearings or meetings.

E. Technician and Related Employee Participation in Negotiations - Release from Duty

Upon written request provided reasonably in advance so as to avoid operational disruption and permit the Company to make necessary schedule adjustments and no less than twenty-one (21) days' notice, the Company agrees to release from conflicting duty up to three (3) Technician and Related employees on days they are scheduled to work for the purpose of participating in Section 6 contract negotiations with the Company. The Union shall consider and attempt to avoid operational disruption in the selection of individuals to participate in negotiations, and the Company shall not unreasonably deny the Union’s request to release a specific employee to participate.

F. New Hire Orientation

Union representatives will be given the opportunity to meet with new hire employees. The Union shall schedule such time to meet with an employee before or after their new hire orientation, or before or after the employee's scheduled work day, during the employee's first week of employment in a position covered by this Agreement.

ARTICLE 22
UNION SECURITY & CHECKOFF

A. Requirement for Membership

1. By the end of second (2nd) complete calendar month after the effective date of this Agreement, or by the end of the second (2nd) complete calendar month of employment, whichever is later, each Technician and Related employee shall become a member in good standing of the Union as a condition of employment or pay a service charge pursuant to Article 22.B., below. All Technician and Related employees who are members in good standing of the Union on the effective date of this Agreement or who become members in good standing shall remain members in good standing, or pay the required service charge under Article 22.B., below, as a condition of continued employment; provided, that Technician and Related employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to Technician and Related employees to whom membership was denied or terminated for any reason other than the failure of the Technician and Related employees to tender the monthly dues, and/or initiation fees, and/or assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership, shall be excluded from the requirements of this Article 22.

2. To become and remain a member in good standing, a Technician and Related employee must pay and remain current on his payment to the Union of all required dues, and/or initiation/ re-initiation fees, and/or assessments as required by the Union's Constitution and Bylaws.

3. Technician and Related employees working outside the bargaining unit or the Craft or Class of "Technician and Related," Technician and Related employees on personal, military, or medical leaves of absence, and Technician and Related employees otherwise on a no-pay status will not be required to pay dues or Service Charges while on such leave, in accordance with law, and the Union's constitution and bylaws.

B. Service Charge

Each Technician and Related employee who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of employment, beginning after the second (2nd) complete calendar month of his employment, or the second (2nd) complete calendar month after effective date of this Agreement, whichever is later, to pay the Union each month a contribution for the administration of the Agreement and the representation of such Technician and Related employee("Service Charge"). The Service Charge shall be in an amount equal to the Union's regular and usual monthly dues and uniformly applied assessments, as specified by the Union, and for each month thereafter in an amount equal to

the regular and usual monthly dues and uniformly applied assessments (not including fines and penalties), as specified by the Union, uniformly required as a condition of acquiring or retaining membership.

C. Check-Off Form

1. The Company agrees to deduct from the wages of each Union member and remit to the Union, the monthly dues, initiation fees and uniformly applied assessments, as specified by the Union, provided such member voluntarily executes and does not revoke an authorization form ("Check-Off Form"). Revocation will only be authorized in accordance with the law, the Union's Bylaws and Constitution. Such Check-Off Form shall be prepared and furnished by the Union to the member or Service Charge payer. The Company agrees to deduct from the wages of each Service Charge payer and remit to the Union, the Service Charge, as provided in paragraph B., above, provided such Service Charge payer voluntarily executes and does not revoke a Check-Off Form. Revocation will only be authorized in accordance with the law, the Union's Bylaws and Constitution.

2. The Company agrees to deduct from the wages of each Union member and remit to the Union, the monthly dues, initiation fees and uniformly applied assessments, as specified by the Union, provided such member voluntarily executes and does not revoke an authorization form ("Check-Off Form"). Revocation will only be authorized in accordance with the law, the Union's Bylaws and Constitution. Such Check-Off Form shall be prepared and furnished by the Union to the member or Service Charge payer. The Company agrees to deduct from the wages of each Service Charge payer and remit to the Union, the Service Charge, as provided in paragraph B., above, provided such Service Charge payer voluntarily executes and does not revoke a Check-Off Form. Revocation will only be authorized in accordance with the law, the Union's Bylaws and Constitution.

D. Dues Formula

For the purposes of this Article 22, a Technician and Related employees' monthly dues shall be determined in accordance with the following formula: 2.5 multiplied by the Technician and Related employees' hourly base wage, plus all differentials (i.e., Shift Differentials, and Lead and Instructor Premiums) as set forth in Article 16 (Compensation).

E. Monthly Payments to Union

The Company shall remit the monthly dues, initiation fees and uniform assessments, or Service Charges, as applicable, deducted from the wages of all Technician and Related employees in the second pay periods of the preceding month, including amounts to be deducted from a Technician and Related employee's pay when a Technician and Related employee is receiving any form of wages from the Company while not covered by a Union-issued withdrawal card. The Technician and Related employee's full name, employee

number, gross wages, Longevity, the amount the Technician and Related employee paid in monthly dues, initiation fees and uniform assessments or Service Charges, as applicable, and the Technician and Related employee's employment status (e.g., active, LOA, new hire, furloughed, recalled, terminated), and the date of any employment status change (e.g., hire date, termination date, furlough date, recall date) shall be transmitted electronically (e.g., Microsoft Excel or compatible) to the Union concurrently with the remittance of the monthly monies.

1. If a payroll deduction is missed, or if the Company deducts an incorrect amount from a Technician and Related employee's wages, the proper adjustment shall be made the following month.

2. If a Technician and Related employee is terminated from employment, there shall be no obligation upon the Company to collect his dues or Service Charges until all other deductions have been made.

3. It shall be the responsibility of any Technician and Related employee who is not on the payroll deduction program as provided in Article 22.C., above, to keep his dues or Service Charges obligation current by payments of monthly dues or Service Charges directly to the Union.

F. Payment of Delinquencies

1. If a Technician and Related employee becomes delinquent in the payment of his monthly dues, and/or initiation fees and/or uniformly applied assessments, as provided in Article 22.A., above, or his Service Charges, as provided in Article 22.B., above, as applicable, the Union shall notify such Technician and Related employee by United States Postal Service (U.S.P.S.) certified mail, return receipt requested, copy to the Manager of Maintenance, or designee, that the Technician and Related employs is delinquent in the payment of such monthly dues, and/or initiation fees, and/or uniformly applied assessments, or Service Charges, as specified in this Article 22, and is subject to discharge as a Technician and Related employee. Such letter shall also notify the Technician and Related employee that he must remit the required payment within a period of fifteen (15) days from notice of receipt or be discharged.

2. Upon the expiration of the fifteen (15) day period, if the Technician and Related employee still remains delinquent, the Union shall certify in writing to the Director of Maintenance, or designee, with a copy to the Technician and Related employee, that the Technician and Related employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Director of Maintenance, or designee, shall notify the employee by U.S.P.S. certified mail, return receipt requested, that he is to be discharged.

3. A protest by a Technician and Related employee who is to be discharged as the result

of an interpretation or application of the provisions of this Article 22 shall be subject to the following procedures:

a. A Technician and Related employee who believes that the provisions of this Article 22 have not been properly interpreted or applied, as it pertains to him, may submit a protest and request a review in writing within five (5) days from the date of his notification by the Director of Maintenance, or designee, as provided in Article 22.F.1, above. The protest must be submitted to the Director of Maintenance, or designee, who shall review the protest and render his decision in writing no later than five (5) days following receipt of the protest.

b. The Director of Maintenance, or designee, shall forward the decision to the Technician and Related employee, with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed, as hereinafter provided. If the decision is not satisfactory to either the employee or the Union, then either may appeal the decision within ten (10) days from the date of receipt of the decision directly to a neutral referee who may be agreed upon by the employee and the Union within ten (10) days thereafter. The appeal must be sent by certified return receipt mail, postmarked with the ten (10) day limit. If the employee and the Union fail to agree upon a neutral referee within the specified period, either the employee or the Union may request the NMB to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee and all related costs (e.g., court reporter, conference rooms, etc.) shall be borne by the Union.

c. During the period a protest is being handled under the provisions of this Article 22, and until final award by the Director of Maintenance, or designee, or the neutral referee, the employee shall not be discharged from the Company nor lose any Seniority rights because of noncompliance with the terms and provisions of this Article 22.

d. A Technician and Related employee discharged by the Company under the provisions of this Article 22 shall be deemed to have been "discharged for just cause" within the meaning of the terms and provisions of this Agreement. Such discharge is not subject to review under the Grievance or System Board of Adjustment provisions, as provided in Articles 19 and 20.

4. The Company shall not be liable for any time or wage claim of any Technician and Related employee and Union agrees that it shall indemnify and hold the Company harmless from any all claims which may be made by any Technician and Related employee discharged by the Company pursuant to a written order by any authorized Union representative under the terms of this Article 22.

G. New Hire Information

The Company shall provide the Union with each New Hire's name, date of hire, date of birth, employee number, Seniority number, and Position for which hired. The information shall be provided within seven (7) days of hire.

H. D.R.I.V.E.

Upon presentation of a Technician and Related employee's signed authorization/payroll deduction form, the Company agrees to deduct from the wages of each member of the International Brotherhood of Teamsters, and remit to the designated Local Union, such amounts as members may choose to contribute to the D.R.I.V.E. fund. The Union shall make available to the Company its standard D.R.I.V.E. authorization/payroll deduction form.

ARTICLE 23
MANAGEMENT RIGHTS

A. Reservation of Rights

Except to the extent expressly limited or modified by a specific, express provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the inherent rights, powers and authority to manage the business and direct its work force and all the matters relating thereto that the Company had prior to the signing of this Agreement.
These rights, powers and authority include, but are not limited to: supervising and directing the Technician and Related workforce; determining the appropriate number of Technician and Related employees; determining the qualifications for employment and job positions and to employ Technician and Related employees; determining policies affecting the training of Technician and Related employees; hiring, promoting, demoting, transferring, reassigning, disciplining and discharging Technician and Related employees; establishing, altering, and enforcing rules, regulations, orders and policies; maintaining discipline and efficiency; introducing new equipment and systems; determining the location(s) of the workforce, operations and facilities; scheduling and assigning work; establishing work, performance and productivity standards and, from time to time, changing those standards; assigning overtime; subcontracting work; establishing, planning, directing, controlling and determining the budget and all the operations, services, policies and missions of the Company; determining the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; establishing new job classifications and/or modifying, revising, combining or eliminating current job classifications or positions; establishing, changing, adding to or reducing the number of hours, shifts and schedules to be worked; selling all or part of its business; selling or leasing aircraft or facilities; determining when and where to operate scheduled or unscheduled flights; determining marketing arrangements with other air carriers; and investing (including equity investments) in other business entities, including other air carriers. The aforesaid rights of management shall not be exercised so as to violate or conflict with any express provision of this Agreement, RLA or the FARs.

B. Company Policies

1. Technician and Related employees covered by this Agreement shall be governed by all applicable Company rules, regulations, manuals and policies that do not conflict with the terms and conditions of this Agreement, which may be amended at the sole discretion of the Company. Should a Company rule, regulation, manual or policy, including any terms included therein, conflict with this Agreement, this Agreement shall control and apply. The Company shall maintain all such applicable Company rules, regulations, manuals and policies, and subsequent revisions thereto, in a manner affording each Technician and Related employee access (e.g., in electronic format on the Company intranet).

2. Upon written request by the Union, the Company agrees to formally meet with the Union regarding any revisions and/or new rules, regulations, manuals and policies that the Union believes may or has materially impact(ed) the terms and conditions affecting the Technician and Related employees covered herein. The Company further agrees to provide the Union with all relevant information pertaining to such revisions. Any dispute regarding compliance with this Article 23.B.2. shall be resolved in accordance with the provisions of Article 19.B (Dispute Resolution and Grievance Procedure).

ARTICLE 24
LABOR-MANAGEMENT COOPERATION

A. Statement of Principle

The Company and Union recognize that fair and expeditious conflict resolution is essential to efficient operations, Technician and Related morale, and a professional labor-management relationship.

B. Labor-Management Meetings

In light of the foregoing, the Managing Director of Employee and Labor Relations (or his designee), the Managing Director of Maintenance (or his designee) and Union Technician and Related representatives (who may or may not be employees of the Company) will meet once per quarter, or as often as agreed to by the parties, for purposes of discussing items of general interest to the Company and/or the Technicians and Related. All such meetings will be scheduled at mutually agreeable times in a manner that avoids operational disruption, and which accommodates the meeting participants' schedules.

C. Allegiant-Teamsters Labor-Management Cooperation Committee

Upon mutual agreement between the Company and Union, the parties may explore the potential for the establishment of a jointly-directed labor-management cooperation committee. Should the parties mutually agree to attempt to form such Committee, it shall be modeled in accordance with the provisions of the Labor-Management Cooperation Act of 1978, 29 U.S.C. § 175a, with any and all terms and responsibilities defined and mutually agreed to by the parties through their development and mutual execution of a Memorandum of Agreement (MOA). Any such agreed-to Labor-Management Committee shall have no authority or jurisdiction to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

ARTICLE 25
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 26
DURATION

This Agreement shall become effective on August 16, 2023, and shall continue in full force and effect until October 31, 2028 (five years), and shall renew itself without change each succeeding year thereafter unless written notice of an intended change is served in accordance with Section 6, Title 1, of the RLA, by either party hereto no less than ninety (90) days, but not more than three-hundred-sixty (360) days, prior to said amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the 16th day of August, 2023.

FOR THE COMPANY:

Maury Gallagher
CEO

Greg Anderson
President

Chris McCartney
VP, Maintenance & Engineering

William Fishburn
VP, Labor Relations

Chad Melby
Director, Labor Relations

FOR THE UNION:

Joe Ferreira
Director, Airline Division

Robert Fisher
Deputy Director, Airline Division