

AGREEMENT

between

MESABA AVIATION, INC.

and the

AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

representing

AIRCRAFT MECHANICS AND RELATED

in the employ of

MESABA AVIATION, INC.

August 16, 1999

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## **PREAMBLE**

This agreement is made and entered into in accordance with the provisions of TITLE II of the RAILWAY LABOR ACT, as amended, by and between MESABA AVIATION, INC., hereinafter referred to as Mesaba Airlines or the "Company", and the AIRCRAFT MECHANICS FRATERNAL ASSOCIATION, hereinafter referred to as the "Association", representing the Class or Craft of Mechanics and Related Employees as certified by the National Mediation Board in case Number R-6440 on July 29, 1996.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

The Company recognizes the Association as the sole and exclusive bargaining agent and authorized representative of those employees described above. The Company further recognizes the Association as the agent of these employees to represent them and, in their behalf, to negotiate and to conclude Agreements with the Company as to hours of work, wages, and other conditions of employment in accordance with the provisions of the Railway Labor Act, as amended.

The Company and the Association agree that all employees covered by this Agreement shall be governed by published Company Rules, regulations, and orders as shall be issued from time to time by properly designated authorities of the Company, which are not in conflict with this agreement. The Company's policy bulletins, which shall contain the current rules, regulations, and polices referred to in this paragraph, shall be provided to the employees and the Association.

The Company agrees that work now and heretofore customarily done on its equipment by its own employees which is generally recognized in the air transport industry as mechanical work, electrical work, avionics work, inspection work, and other work customarily and heretofore performed in and about Company shops, maintenance bases, overhaul bases, line service stations, and other Company facilities is under jurisdiction of the Aircraft Mechanics Fraternal Association and shall be assigned to the employees covered by this Agreement. Such work shall include, but not be limited to, mechanical work involved in servicing, dismantling, overhauling, repairing, fabricating, assembling, welding, and erecting all parts of aircraft, aircraft engines, radio equipment, instruments, navigation systems, electrical systems, pneumatic systems, air conditioning systems, hydraulic systems, and machine tool work in connection therewith, and including the dismantling, repairing, assembling, and erecting of all machinery and mechanical devices. Mechanical work includes safety-related technical ground operations.

## ARTICLE 2 - PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is in the mutual interest of the Company and of the employees to provide for the operation of the services of the Company under methods which will further the safety, efficiency and economy of operations, and the continuation of work under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of that purpose. To further these purposes, the Company and a National or Local Representative of the Association may request a conference upon reasonable notice and availability to discuss any appropriate matter referred to above, and such request will not be denied.
- B. Association Representatives, who are employees of the Company, shall be admitted to Company facilities upon notice to the Maintenance Supervisor on duty. Authorized Association Representatives, who are not employees of the Company shall be admitted to non-working areas of Company facilities for the purpose of administering this Agreement upon notice of the Base Manager, Director of Maintenance or other Officer of the Company. Such activities of the representative shall not interfere in any way with the operations of the Company.
- C. The Company agrees that no employees covered by this Agreement shall be interfered with, restrained, coerced, or discriminated against by the Company, its officers, or agents because of membership in or lawful activity on behalf of the Association.
- D. During the term of this Agreement, the Company will not lock out any employee covered hereby, and neither the Association nor any employee covered by this Agreement will authorize or take part in any primary or secondary slow down, sit down, work stoppage, strike or picketing of Company premises, until the procedures of the RLA, as amended, have been exhausted, as it relates to this agreement .
- E. The Company will not require personnel covered by this agreement to work on another carrier's aircraft or components, if employees of that carrier are engaged in a legal strike.

### **ARTICLE 3 - STATUS OF THE AGREEMENT**

- A. It is expressly understood and agreed that this Agreement supersedes any and all agreements now existing or which previously existed between the Company and any Union, Association, or individual affecting the Craft or Class of employees covered by this Agreement.
- B. This Agreement shall be binding upon successors or assigns of the Company, unless or until changed in accordance with the provisions of the Railway Labor Act, as amended.
- C. In the event of any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition of another airline by the Company, which affects the seniority rights of employees subject to this Agreement, provisions will be made for the integration of seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the representatives of the employee groups affected. In the event of failure to agree, the dispute may be resolved in accordance with Section 13 of the Allegheny-Mohawk labor protective provisions.
- D. In accordance with the established policy of the Company and the Association, the provisions of this Agreement shall apply equally to all employees without regard to race, sex, religion, age, disability, national origin, or status as a veterans, as required by applicable law.
- E. Whenever in this agreement employees are referred to in the male gender, it shall be recognized as referring to both male and female employees.
- F. It is agreed and understood that the terms “employed” and “employees”, when used herein, shall refer to only those employees referred to in Article 1 of this Agreement.
- G. It is agreed and understood that the term “Aviation Maintenance Technician” or “AMT” will reflect current and future Federal Aviation Regulations and Federal Aviation Administration trends and will be used to refer to a licensed Airframe and Powerplant Mechanic.
- H. In the event that the Company enters into an alliance with another airline, the Company agrees to meet with the Association to discuss any concerns that the Association may have, and make a good faith effort to resolve their concerns, to both parties mutual satisfaction. In the event of failure to agree the dispute may be resolved in accordance with the provisions of Article 16 of this Agreement.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- A. The Association recognizes that the management of the business of the Company and the direction of the working force is vested exclusively with the employer. The management functions shall not be used for the purpose of discrimination against any employee because of Association activity or for the purpose of evading any of the provisions of this Agreement. To the extent not inconsistent with provisions of this Agreement, such rights include, but are not limited to, the right to hire, promote, demote, transfer, lay-off and recall; assign and reassign duties, schedules, and hours of work; discipline and discharge employees for just cause; establish and amend Company policies, rules, regulations and procedures; determine initial employment qualifications; determine the size of the workforce; and discontinue all of or part of Company operations.
  
- B. The Company reserves the right to continue to contract out the types of work heretofore customarily contracted out.
  - 1. The Company reserves the right to contract out any work when it determines that its facilities or personnel are not sufficient or available. The Company will endeavor to maintain sufficient facilities and personnel, and will not contract out work for the purpose of reducing its maintenance forces or discriminating against members of or the growth of the Association. For the purposes of expansion and growth, the Company will endeavor to expand its in-house facilities.
  
- C. In the event of circumstances requiring an immediate response, qualified management personnel or other qualified employees may assist with work normally performed by employees covered by this Agreement.

## **ARTICLE 5 – SENIORITY**

A. The following terminology, definitions, and applications shall govern in matters of Seniority.

1. Hire Date – is defined as the date that an employee is initially hired by the company in any capacity, when the employee renders continuous service in any part of the Company’s operation. Hire date will be used for the purposes of pass benefits and 401K participation.
2. Company Seniority – is defined as total length of service as a full-time employee in all Classifications (including those that are not covered by this Agreement, such as Supervisor, Customer Service Agent, Pilot, etc.) with the Company. This date shall be used to determine the quantity of vacation. For the purposes of this agreement, “Company Seniority” will be referred to as “Longevity”.
3. Classification Seniority – is defined as the total length of service with the Company in a Classification, covered by this Agreement and shall accrue from the date of entering that Classification as covered by this Agreement. Classification Seniority shall be used in determining Pay, Realignments, Furlough, Vacancy Bidding, Vacation Bidding, and various other benefits as specified in this Agreement. For the purposes of this agreement “Classification Seniority” will be referred to as “Seniority”.

B. Three Classifications shall be recognized for Seniority purposes in this Agreement:

### **Aircraft Maintenance Classification**

#### Job Titles

Aviation Maintenance Technicians (AMT’s)  
Avionics Technicians  
Lead AMTs  
Lead Avionics Technicians  
Inspectors  
Maintenance Instructor  
Maintenance Controller/Coordinator

### **Ground Service Classification**

#### Job Titles

GSE Mechanic  
Lead GSE Mechanic

### **Janitorial Classification**

#### Job Titles

Janitor  
Maintenance Support

- C. Employees on approved leaves of absence shall retain and accrue longevity and seniority in their Classification for thirty days. For leaves of absence greater than 30 days, employees will retain but not accrue longevity and seniority, except as provided in Article 17.
- D. Employees hereunder who accept positions in a management capacity with the Company and/or positions not directly covered by this Agreement shall stop accruing Classification Seniority on the effective date of the new position unless the following conditions are met:
  - 1. An employee covered by this Agreement who accepts a position in management shall maintain their Seniority for bidding purposes for the one hundred eighty (180) day transition period. Should the employee voluntarily transfer back to a position covered by this Agreement within the transition period, they shall immediately be liable for the current month's dues, and have thirty (30) days to pay the retroactive dues owed back to their date of transfer. Should they fail to pay the retroactive dues they shall forfeit all seniority rights and be placed last on the seniority list.
  - 2. Employees accepting a position within the Company will retain Classification Seniority as of the date of acceptance or as stated in paragraph D.1. of this article.
- E.
  - 1. Seniority lists covering the shops or departments affected shall be prepared by the Company and a copy furnished to the Association's Airline Representative and shall be published every one hundred eighty (180) days and shall be posted in each shop, hangar, or facility no later than the 5th of the month. Such lists will be subject to correction upon protests. If corrections are made, a new list will be posted within 7 days.
  - 2. If retained in the employ of the Company after the probationary period, the names of such employees shall then be placed on the Seniority List for the respective Classifications, in the order of the date of their original employment in that Classification. When two or more new employees enter service on the same date, Seniority rank shall be determined by age, the eldest being the most senior. If two or more employees enter service on the same date and have the same age, then Seniority shall be determined alphabetically by last name.
- F. New employees shall be regarded as probationary employees for the first one hundred eighty (180) calendar days of their employment in the classification, and there shall be no responsibility on the part of the Company for the re-employment of probationary employees during this period. Probationary employees may be discharged at any time without a hearing or recourse to the grievance procedures.



- G. An employee hereunder shall lose his Longevity and Seniority status, his name shall be removed from the Seniority Lists, and he shall not be entitled to preference in re-employment under the following conditions:
1. He quits or resigns.
  2. He is discharged for just cause.
  3. He is out of service under the Scope of this Agreement due to a reduction in force for a period of three (3) years from the date of furlough.
  4. He fails to return to work when scheduled at the end of an authorized leave of absence.
  5. He does not return to work after notification of recall from furlough.
  6. He does not report to work for two (2) consecutive days and fails to advise the Company. This will be classified as a voluntary resignation.

## ARTICLE 6 – JOB TITLES AND WORK RATIO

- A. All work coming within the scope of this agreement shall be classified to fit the Classifications and Job Titles as set forth below, and all employees shall be classified in accordance with their qualifications and the job they are required to do.

The Company recognizes Aviation Maintenance Technicians to be highly skilled individuals who are dedicated to the progress of commercial aviation and to the safety of flight by the practice of quality aircraft maintenance.

- B. The preponderance of the work of the employees under this Agreement shall include all work listed under Article 1. Paragraph C. of this Agreement, restricted only by the provisions of Article 4 which allows work to be contracted out, and any Federal, State and Local license requirements and the employee's own qualifications to do the work required. The AMT shall be responsible for the workmanship performed and the airworthiness of the aircraft and/or its components. Work assigned to the Aircraft Maintenance Classification shall be segmented into Job Titles.

C. **Aircraft Inspector**

1. The work of an Aircraft Inspector shall consist of work that is designated as a Required Inspection or identified as Inspector work on Company Task Cards or in Company Manuals. This shall consist of, but not be limited to, the overall inspection of aircraft and aircraft engines in connection with major repairs and overhaul at all locations on the Company's system where such work is performed, including inspection work in connection with the major checks at any Company Station. The work of an Aircraft Inspector shall also include all Inspector required inspection work of materials, parts and subassemblies of aircraft and aircraft engines. An Aircraft Inspector shall not directly supervise the work force. An Aircraft Inspector may also perform maintenance, but will not be required to inspect his own work. AMT's working under their RII authority are considered to be Aircraft Inspectors during the period of time they use that authorization.
2. When the Company upgrades, or gives RII Authority to, an AMT or Avionics Technician, to perform the work of an Aircraft Inspector (RII) they shall receive the upgraded rate of pay for the entire time the authorization is in effect or until the end of his duty day, whichever is greater.
3. Aircraft Inspectors must have the licenses required under federal law and have attended formal aircraft familiarization training for the aircraft type, or have 12 months documented maintenance experience on the applicable aircraft type or a comparable aircraft. Personnel authorized to conduct RII's must meet the same requirements as stated above.
4. When an Inspector must hold other such valid licenses or certificates as are required by Federal/State Law to fulfill their duties as Inspectors, the Company shall provide the necessary training that may be required to obtain any additional certificates or licenses.

D. **Lead Aircraft Maintenance Technician**

1. The company shall bid all Lead positions in a given Job Title of the Aircraft Maintenance Classification in accordance with Article 11 of this Agreement. The Lead, as a working member of a group shall be charged with the responsibility of leading, directing, instructing, and approving the work of mechanics, assigning work, and training AMT's, as required.
2. Lead AMT's shall possess an A&P license (FCC for Avionics) and have at least six (6) months' experience at the Company or comparable aircraft experience.

Where there are more than three (3) technicians assigned to a shop or work area there shall be a Maintenance Supervisor or Lead Mechanic assigned to oversee the work of those employees.

3. No Lead AMT will be required to direct a workforce greater than the ratios as stated below:
  - a) For Line Maintenance operations, 1 Lead AMT for every 10 AMTs.
  - b) For Heavy Maintenance operations, 1 Lead AMT for every 13 AMTs.
4. When a Lead AMT is required and none is present, a mechanic will be assigned to assume the duties of a lead mechanic and shall receive the appropriate differential pay for the entire time they are on duty that day.

E. **Aviation Maintenance Technician**

1. The work of an AMT shall be as stated in Article 1, Paragraph C.
2. An AMT shall possess such licenses as required by federal regulation to fulfill their duties as an AMT.
3. An AMT shall be held responsible for the work they perform and may be required to inspect, test and certify by signing the necessary documentation verifying that all the work required has been performed, provided that they approve of the quality of the job done.
4. An AMT shall not inspect or sign off for inspection work unless designated as an Aircraft Inspector/RII.

F. **Avionics Technician**

1. The work of an Avionics Technician shall be directly related, but shall not be limited to the radio/avionics maintenance of an aircraft and/or its components, and with the aid of equipment and tools, the Avionics Technician shall repair, assemble, dismantle and maintain aircraft and radio equipment and their systems, instruments, parts, subassemblies, and other mechanical devices or parts thereof. This shall also include the updating of various data bases relating to an aircraft's avionics system and all

duties customarily and generally recognized in the air transport industry as Avionics Technicians work.

2. An Avionics Technician shall possess such licenses as required to fulfill their duties as an Avionics Technician.
3. An Avionics Technician shall be held responsible for the work they perform, and may be required to inspect, test, and certify by signing the necessary documentation verifying that all work required has been performed, provided that they approve of the quality of the job done.
4. An Avionics Technician shall not inspect or sign off for inspection work unless designated as an Avionics Inspector/RII.

**G. Ground Service Equipment (GSE) Mechanic**

1. GSE Mechanics shall be responsible for the maintenance of company equipment and vehicles. GSE duties shall include servicing, dismantling, overhauling, repairing, fabricating, erecting, assembling, welding, troubleshooting, and maintaining of all parts of vehicles and equipment engines, subassemblies, and other mechanical and electrical devices or parts thereof.
2. Should federal or state law require special licenses, the Company shall provide the necessary training that may be required to obtain them.

**H. Maintenance Instructor**

1. The company shall bid all Senior Maintenance Instructor positions in accordance with Article 11 of this Agreement.
2. The work of a Maintenance Instructor shall be to provide technical training relating to Company aircraft and support equipment, safety, and Federal Aviation Administration and Company regulations.
3. The duties of a Maintenance Instructor shall include the following:
  - a. Support the performance goals of the Corporate Education Department.
  - b. Develop curriculum required to present basic and advanced training on aircraft systems.
  - c. Develop training procedures in support of company maintenance policy.
  - d. Develop, audit and communicate training record procedures.
  - e. Conduct training required to support in house, contract and on-call aircraft maintenance.
  - f. Assist in acquisition of technical information for other departments as requested.
  - g. Provide input and feedback in support of corporate education.
  - h. Assume related duties as assigned.
4. A Maintenance Instructor must have an A&P Certificate or FCC license as applicable and have six (6) months experience in the airline industry, at least one (1) aircraft/type

familiarization classes, and any other licenses required by federal/state law. The Company shall provide the necessary training that may be required to obtain any additional certificates or licenses. When no qualified employees bid to fill a Maintenance Instructor vacancy, the vacancy may be rebid when possible, with reduced qualifications in order for the Company to fill the position.

**I. Maintenance Controller/Coordinator**

1. The work of a Maintenance Controller/Coordinator shall be to provide for aircraft in service, technical and logistical support to ensure safe and on-time service. Duties of a Maintenance Controller/Coordinator shall include direct communication with the gate, dispatch and maintenance planning to coordinate maintenance actions with aircraft arrival and departure times, and to help coordinate any necessary changes in aircraft rotations as a result of scheduled or unscheduled maintenance procedures.
2. Maintenance Controllers/Coordinators shall assist the gate maintenance operations, with assistance from the maintenance supervisor, in providing timely parts and technical support. In addition, duties shall include the procuring and recording of daily cancellation and flight interruption reports. He shall record, verify and monitor current MEL, CDL, and Short Fuse Watch Items, to ensure timely completion of required maintenance actions. He shall perform the authorization and coordination of ferry flights, and notification to Company Management and Regulatory Authorities of incidents and accidents as instructed by Mesaba Airlines Emergency Procedures Manual and General Maintenance Manual.
3. A Maintenance Controller/Coordinator must be a current AMT and have three (3) years experience, at least one (1) aircraft/type familiarization classes and any other licenses required by state/federal law. The Company shall provide the necessary training that may be required to obtain any additional certificates or licenses.

**J. Maintenance Support**

1. Assists AMT's with performance of general cleaning of areas/components of the aircraft.
2. Perform minor and preventative maintenance to work stands and hangar facilities.
3. Assist AMT's with work area clean-up.
4. Deliver and pick up parts to gate maintenance or off site vendors as needed.
5. Perform facility maintenance and cleaning as directed by Company Management.

## ARTICLE 7 – RATES OF PAY

- A. An employee's regular rate of pay will include Base pay, License Premium, Premium Position pay and RII premium pay.
- B. Employees who are assigned to second shift shall receive forty cents (\$.40) per hour in addition to their base pay. Employees who are assigned to the third shift shall receive sixty (\$.60) per hour in addition to their base pay. Shift premiums will be paid for all hours worked on the employees assigned shift or for overtime worked. Shift premiums are not paid for vacation or sick days. Shift premiums are also not paid for training hours, unless training is conducted on the employee's normally assigned shift.
- C. Employees in the Aircraft Maintenance Classification who hold, and thereafter continue to hold, a valid applicable Airframe License or Powerplant License, shall be paid seventy-five (\$.75) per hour for each license with a maximum of one dollar and fifty-cents (\$1.50) per hour. Employees in the Aircraft Maintenance Classification who hold, and thereafter continue to hold, a valid applicable Radio-Telephone Operators License, shall be paid one dollar and fifty-cents (\$1.50) per hour. Notwithstanding any of the foregoing, no one is entitled to more than one dollar and fifty-cents (\$1.50) per hour for any combination of license premiums.
- D. Employees who are granted Required Inspection Item authorization shall receive an additional fifty cents (\$.50) per hour compensation.
- E. Employees who are assigned as Lead AMT's, Lead Avionics Technicians, Inspectors, Maintenance Instructors or Maintenance Controllers/Coordinators shall receive an additional one dollar and fifteen cents (\$1.15) per hour compensation.
- F. Employee's with previous aviation maintenance experience may receive the equivalent of up to a three (3) year rate of pay at the discretion of the Company. This previous experience will be credited at a rate of one year for every two years of experience. Employees hired at this accelerated rate of pay will remain at that rate of pay until their actual seniority matches their pay scale. This paragraph shall not be applied retroactively.
- G. Instead of receiving per diem each employee would be reimbursed based on actual meal expenses with some limitations and guidelines.
  - 1. Actual expense reimbursement would apply to meal expenses up to an amount equal to an equivalent per diem rate. This will be \$31.20 (\$1.30 x 24 hours) per day.
  - 2. Reimbursement for meals will be in accordance with the following guidelines:

Breakfast	\$6.35
Lunch	\$6.35
Dinner	\$18.50

3. These are guidelines only, the actual amount may be somewhat higher or lower, but the total amount for any 24-hour period cannot exceed \$31.20. Approval for individual meals 25% higher than the above guidelines must be approved by the Base Manager.
4. Receipts for meals will be required for any meal over \$10.00.
5. For trips lasting 4 days or less, away from their home base, employees can receive cash advances equal to the number of days expected to away from their base. These funds will be provided from the Departments Petty Cash Fund. A cash advance request will be filled out to track these cash advances.
6. For trips lasting 5 days or more, a cash advance request will be submitted to Accounting for a Cash Advance Check. At the discretion of the Base Manager/Supervisor a cash advance may be provided out of the Departments Petty Cash Fund.
7. The employee must reconcile all advances coming from Petty Cash, or from a cash advance check, within two (2) weeks of issue or the full amount will be deducted from the employee's paycheck.
8. All cash advances must be closed out by filling out an Expense Report, even if it results in zero dollars due an Expense Report must be filled out.
9. Petty Cash account reconciliation will require that a copy of the employee's expense report be attached to the petty cash reconciliation form.

## **ARTICLE 8 - HOURS OF SERVICE**

### **A. WORK HOURS**

The employees normal work week will consist of 40 hours. A work week will consist of the following schedules: (a) Five (5) days of 8 hours, exclusive of a one-half hour meal period, or (b) Four (4) days of ten (10) hours exclusive of a one-half hour meal period or (c) other schedules or pay periods, arranged by mutual agreement between the Company and the Association, having one or more days off in each work week in accordance their schedule. Sufficient time will be allowed before the end of an employees shift to allow time for clean up and entering of any data not entered during the course of their shift.

### **B. MEAL PERIOD**

Employees will have at least a thirty (30) minute meal period scheduled between the beginning of the fourth (4th) hour and end of the fifth (5th) hour of their shift. If operational needs prevent an employee from taking his lunch period during this time, he will be paid for the lunch at the applicable rate. Employees who have been requested to forego their lunch period will be allowed to eat during regular work hours. An employee may opt to request a meal period later in the shift or permission to leave 30 minutes prior to the end of his shift, foregoing the applicable pay.

### **C. REST PERIOD**

All employees will be granted a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift.

### **D. SHIFTS & SHIFT REALIGNMENT**

Working shifts will be posted at each maintenance station ten (10) days prior to shift realignment. Shift realignment will occur in March and September, with bid implementation at the first pay period in April and October. Shifts may be rebid anytime throughout the year if the needs of the service dictate. There will be no split shifts.

### **E. DAY TRADES/SHIFT TRADES**

Day/Shift trades will be allowed, subject to the approval of the Base Manager or his designee. Overtime will not be paid as a result of any shift or day trade.

### **F. CHANGE IN DAYS OFF OR SHIFT TIMES**

In the event that an employee(s) shift, shift times or days off needs to be temporarily changed there will be no less than five (5) days notice unless agreed upon between the Company and the employee (s) affected. This provision will not prevent an employee(s) from being assigned additional shift hours or work on days off, at applicable rates, when necessary to meet production schedules and/or maintain flight schedules. Temporary changes in shifts and/or days off will not last more than fourteen (14) consecutive calendar days without prior consent from the employee.

### **G. PAGER DUTY**



Employees required to wear a paging device while off duty shall be paid two (2) hours at their applicable rate of pay. There will be no pager duty assigned on an employee's days off.

## **H. HOLIDAYS**

Holidays will be those listed in the Mesaba Airlines Handbook and will not be reduced. Further if holidays are increased for other employees that increase shall also apply for employees covered by this Agreement.

## **I. MISCELLANEOUS**

1. All employees' hours of service shall be figured to the nearest quarter (.25) of the hour, except where otherwise noted in this Agreement.
2. Under no circumstances, shall any employee be required to work more than (7) consecutive days without a day off.

## **ARTICLE 9 - FIELD SERVICE TRIPS, CALL OUTS & TRAVEL PAY**

- A.** All field trips will be coordinated through Maintenance Control. Maintenance Control will ensure adequate parts and technicians are sent on field trips.
  - 1. All communication from the field will be coordinated through Maintenance Control. If Engineering, Stores or the maintenance base needs to be involved, it will be in coordination with Maintenance Control.
  
- B.** Technicians on field trips will be paid their applicable straight or overtime rate while on duty at the field station. When a technician returns to his/her base station after the end of their normal shift, they will be given a minimum of eight (8) hours' rest. If less than eight (8) hours remains before his/her scheduled start time, they will report for work at the end of the eight (8) hour rest period. However, pay will commence from their normal scheduled start time.
  - 1. If after the eight (8) hour rest, there remains less than three (3) hours of the technicians regularly scheduled shift, the technician will not be required to work the three (3) hours remaining, but will be paid for those three (3) hours.
  - 2. After twenty-four (24) hours on the clock, the technician(s) will be relieved from duty for at least eight (8) hours and will be paid for any regularly scheduled shift.
  - 3. If a technician is relieved from duty for less than eight (8) hours, he/she will be paid the applicable overtime rate until relieved from duty for eight (8) hours.
  - 4. If a technician is relieved from duty for eight (8) hours at the field station, pay will commence after the eight (8) hour rest, at his applicable rate of pay.
  
- C.** The technician will be provided lodging and given a rest period at the field station or returned to their base. This decision will be based on aircraft condition (ferry) and flight availability.
  
- D.** Maintenance Control will arrange for lodging, rental cars, transportation, and hangar space, as required.
  
- E.** When warranted, two technicians will be sent on field trips. If the task is such that it can be safely completed by one technician, then only one technician will be sent. The Company will make every effort to ensure other personnel are available if only one technician is sent.
  
- F.** The Company will use multi-engine aircraft for Field Trip Charters, unless agreed upon between the technician and the Company.

**G.** Technicians for field trips will be selected by a volunteer list based on seniority for those technicians on duty. The Technicians will place their name on the list at the beginning of the shift if they wish to be considered for a field trip. If no one volunteers for the field trip, the technician(s) will be selected from a locally established rotational schedule. Employees who have family or medical reasons may be excused from such mandatory assignments, provided they inform their Supervisor of their situation at the beginning of their shift.

1. In the case where one or two technicians are sent on a field trip, at least one of the technicians must be qualified to perform the task required. In the case where more than two technicians are sent on a field trip, the Supervisor shall have the right to ensure the majority of technicians are qualified to perform the task required.

a) Qualified means: Airworthiness Release  
Run/Taxi qualified

2. In the event of extreme circumstances requiring an immediate response (i.e., immediate flight departure), the Company reserves the right to select an individual without regard to seniority or the Field Trip List.

**H.** If a suitable company vehicle is not available, an employee may use his own personal vehicle, and the Company will pay mileage at the standard rate being paid by the Company.

**I. CALL OUT POLICY**

1. Technicians will be paid their applicable straight or overtime rate. In the event a technician is called out from home, the technician will receive a minimum of four hours pay. Anything over four hours, will be paid at actual time worked.

**J. TRAVEL PAY**

1. Occasionally employees will be required to travel in the normal course of their job. This could be for training or to work at another location. When travel is at the request of the Company, employees will be paid travel pay. Pay for travel will be at the employee's applicable rate of pay. If travel occurs outside the employee's normal work schedule, the employee will be paid for actual travel time.

2. When an employee travels by air, travel time for pay purposes will begin a minimum of one-half (1/2) hour prior to scheduled departure time and end upon the flight's arrival.

Travel time will be included in the calculation of overtime.

**ARTICLE 10 - VACATION**

A. Full time employees covered by this Agreement are entitled to a paid vacation based on their length of service with the Company. Vacations are earned according to the following schedule from employee date of hire:

- 40 Hours After completion of one year of continuous full-time employment.
- 80 Hours After completion of two years of continuous full-time employment.
- 120 Hours After completion of five years of continuous full-time employment.
- 160 Hours After completion of fifteen years of continuous full-time employment.

If additional vacation is provided for other employees that additional vacation will be provided to the employees covered by this agreement.

B. Compensation for vacation shall be at the employee’s regular rate of pay.

C. Personnel will be scheduled off on vacation upon request or bid, on any given shift and/or location in accordance with the following minimum ratios:

- Up to eight (8) employees on duty.....1 employee allowed vacation.
- Nine (9) to sixteen (16) employees on duty.....2 employees allowed vacation.
- Sixteen or more employees on duty.....3 employees allowed vacation.

Each shop, and line maintenance operation, will be considered separate locations for the purposes of administering the ratios stated above.

D. Vacations can be bid during a fourteen (14) day period commencing from the shift realignment posting. During this period vacation requests can be submitted, and will be honored by seniority. Vacations submitted outside of this time period will be honored on a first come basis in accordance with paragraph C of this Article.

E. Vacation time is earned on an employee’s full-time anniversary date and must be used prior to their next anniversary date. Except as provided below vacation time cannot be carried over from one year into the next. Vacation time earned and not used by the employee’s next full-time anniversary date will be lost.

1. If the Company requests an employee to cancel or postpone their vacation because of operational requirements, the employee may request to have their vacation carried over into the next year. In order for vacation to be carried over the following must occur:

- a. The employee had requested vacation and it had been canceled or denied by the Company, and;
- b. The employee must request to carry over the unused vacation, in writing to their supervisor prior to their anniversary date, and;

- c. The department head must approve all carry over vacation. If the employee's bid vacation is canceled at the request of management the employee will be allowed to carry over the vacation into the next year.
  - 2. If an employee does not receive vacation by his next anniversary date, he shall have the choice of carrying the vacation days over into the next year or receiving the unused vacation as pay.
- F. Employees who voluntarily terminate their employment and give at least a two week notice to the Company, are furloughed, or terminated by the Company, will be paid for their current year vacation accrual as well as any remaining earned vacation.
- G. Vacation time does not accrue when an employee is on a non-pay status of thirty (30) continuous days or more. A non-pay status is defined as any time an employee is not receiving any compensation directly from the Company (e.g. employees on LTD status and receiving compensation from an insurance company are considered on a non-pay status).

## ARTICLE 11 - VACANCIES AND BIDDING

- A. Vacancies will be posted on the bulletin board at all locations where employees covered by this agreement are employed, for a period of seven (7) calendar days.
- B. All vacancy bulletins shall include the Classification/Job Title, number of vacancies, temporary or permanent, station or location, and reference to qualifications and licensing requirements. The bulletin shall specify the bid closing date, which will be seven (7) days from the vacancy posting. Any temporary vacancy shall state the anticipated duration.
- C. Employees wishing to be considered for an opening must submit an Employee Transfer (Bid) Application to the Human Resources Department in MSP. Forms must be received by 5:00 PM Central Time on the vacancy closing date.
- D. An employee bidding for more than one (1) vacancy must indicate on the original bid form, in order of preference, the other positions to which they desire consideration.
- E. All bids, except premium positions, shall be awarded in the following order:
  - 1. The most senior qualified employee within the Classification at the station, then;
  - 2. The most senior qualified employee on that stations recall list within the Classification, then;
  - 3. The most senior qualified employee within the Classification on the system, then;
  - 4. The most senior qualified employee on any stations recall list within the classification, then;
  - 5. For entry level positions, the most senior qualified employee outside the Classification in another Classification represented by the Association in this Agreement.
  - 6. When no qualified employees bid to fill a vacancy, the vacancy may be rebid when possible, with reduced qualifications in order for the Company to fill the position.

Note: Employees on leave or vacation shall be responsible for submitting their bids in accordance with Paragraph C of this Article.
- F. Premium positions (Lead positions , Inspector, Maintenance Instructor, Maintenance Controller/Coordinator) shall be awarded the position by a qualifying interview process with a panel consisting of a minimum of four (4) personnel. The panel will consist of two (2) management and two (2) current premium position holders. The interviews will be conducted in seniority order with the most senior bidder being first and the most junior bidder last.
- G. After an employee has been chosen to fill a bulletined position, he shall be placed in said position as soon as reasonably practical to do so. In any event, the successful bidder shall be compensated at a rate not less than the rate applicable to the new job beginning no later than the eighth (8th) day following the closing date of the bulletin, except that an employee, who, upon his request, is excused from reporting to said position or is on vacation, sick leave, leave of absence, or station transfer, shall receive the applicable rate beginning with the date he

actually fills the position. The Company shall provide the Airline Representative with the name, bid number, location and Seniority date of the person selected. Employees bidding a vacancy will assume the days off and shift assigned to that vacancy. The employee will hold those shift and days off until he exercises his seniority at the next shift realignment.

- H. Employees shall not be disqualified from filling a vacancy due to the lack of training in cases where the Company has not given him this opportunity to attend training.
- I. If the successful bidder for a bulletined job is located at a location other than the location where the bulletined job is to be filled, the company shall furnish one free positive space transportation on Company aircraft for the employee and for members of his immediate family from the location from which he is transferring to the location of the bulletined job. All other expenses incidental to a transfer resulting from voluntary bidding a job bulletined as “permanent” shall be borne by the employee.
- J. A temporary vacancy need not be bulletined where it appears the temporary vacancy will not continue for more than sixty (60) days. During the interim required to fill a vacancy, or in the case of a vacancy which is not expected to exceed sixty (60) days, the Company may select a qualified employee to fill the temporary vacancy, and the employee shall receive his regular rate of pay or the rate of pay of the temporary vacancy, whichever is higher, for such assignment. In making the selection, the Company shall give consideration to the employees’ Seniority rights. At the end of fifty (50) days, the vacancy, if it still exists, will be reviewed by the Company and the Association’s Airline / Area Representative; and, if it appears the vacancy will continue beyond the sixty (60) days, the job shall be bulletined in accordance with this Agreement. When the Company bulletins and fills a temporary vacancy, the name, date of transfer, and date of return shall be sent to the Association’s Airline Representative.
  - 1. Where such temporary job is bulletined to replace an absent employee, the Company will, in the event such absent employee does not return to the active service of the Company at the expiration of one (1) year, or if prior to the one (1) year the Company receives written confirmation the absent employee is not returning to the active service of the Company, they consider the position as being permanent and post it accordingly.
  - 2. An employee, under this Agreement, who would not be affected by a reduction in force, and who has been assigned to a temporary position shall, upon termination of the temporary position, be returned to his former station, Classification, shift, and days off, to which his Seniority entitles him.
- K. In the event there is a need to reposition personnel between shift realignments, volunteers will be solicited. Seniority will prevail for selection of personnel to meet the needs of the realignment.
- L. The Company is not required to release an employee for a lateral bid where a qualified replacement for him cannot be obtained in accordance with the needs of the service up to a maximum of forty-five (45) days.
- M. An employee may file a bid request while on short or long term disability. However, such request will be honored only where the employee has sufficient seniority and has been medically released to return to full duty when the vacancy is closed.

Qualifications for job vacancies will be as stated in Article 6, Job Titles.



## ARTICLE 12 - LEAVES OF ABSENCE

### A. SICK LEAVE

1. The Company provides paid sick time benefits to all eligible full-time employees for a period of temporary absence due to illnesses or injuries. The purpose of sick time is to provide some financial protection to employees in the event of an illness or non-work related injury preventing them from working. Eligible employees will accrue sick time at a rate of seventy-two (72) hours per year (Six hours for every full month of service).
2. Unused sick time may be carried over in the following year up to a maximum of 196 hours. The maximum amount of sick time that may be paid in one calendar year is 96 hours, unless an individual is on Short Term Disability in which case no limit will apply.
3. Sick time benefits begin to accrue effective with the employee's full time date of employment. Sick time is not eligible to be used until after three continuous months of full time employment.
4. Paid sick time may be used in minimum increments of one (1) hour. Eligible employees may use sick leave days for an absence due to their own illness or injury or that of a family member who resides in the employee's household.
5. Employees who are unable to report to work due to illness or injury should notify their immediate supervisor, in no case later than the scheduled start of their shift. The employee's immediate supervisor must also be contacted prior to the start of their shift on each additional day of absence except when an employee is on approved medical leave, short term disability or long term disability.
6. The Company may request that the employee obtain a doctor's statement regarding the illness or injury before sick leave is paid. When the employee would not have visited the doctor unless the Company requested it, the Company will reimburse the employee for the expense of the doctor's visit, up to a maximum of \$150.00.
7. The Company may also require an employee to undergo an examination by its designated physician to ensure fitness for duty. This will be at no cost to the employee and take place during the employee's scheduled hours whenever possible without loss of compensation or use of sick leave.
8. Sick time will be included in the calculation of overtime. Sick time pay will be at the employee's regular rate of pay.
9. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence unless specifically stated. Misuse of sick leave benefits may be cause for disciplinary action.
10. Unused sick leave benefits will not be paid out upon termination of employment.

11. Seniority will accrue during sick leave, unless sick leave is being used to supplement Short Term Disability beyond the 30 day limit.
12. All time missed due to a sickness or injury must be reported on a Personnel Status Change (PSC) form. This is initiated by the employee and must be signed by the employee's supervisor.

## **B. BEREAVEMENT (FUNERAL) LEAVE**

1. All eligible full-time employees with at least three (3) months of full-time service will be granted a paid leave of absence to attend the funeral or memorial services of a family member. Such leave must occur within the period beginning with the date of death and ends the day after the services.
2. Bereavement leave will be granted at the following maximums:  
  
5 days/40 hours for  
  
Employee's spouse  
Employee's child  
Employee's parent  
Employee's brother/sister  
Employee's mother/father-in-law  
Employee's step parent  
Employee's step child  
  
3 days / 24 hours for:  
  
Employee's grandparent  
Employee's grandchild  
Employee's brother/sister-in-law
3. Pay for bereavement leave will be at the employee's regular rate of pay and will be used in the calculation of overtime. Employees will be paid only for actual scheduled hours.
4. At the employee's request, unpaid leave, available vacation or sick time may be considered for the above purposes or for attending the funeral of a neighbor or friend.
5. The Company may request verification of the absences (death certificate, newspaper obituary) prior to granting bereavement pay.

## **C. BONE MARROW LEAVE**

1. Employees that wish to donate bone marrow may request time off with pay for such purposes. The combined length of leave for this purpose may not exceed 40 hours.
2. Employees requesting a bone marrow leave must submit a Personnel Status Change form to their supervisor along with a doctor's statement indicating the purpose and length of the leave.

#### **D. MATERNITY LEAVE**

1. Time off for pregnancy reasons shall be treated as any other short term disability. Expectant mothers are allowed to work as long as their health permits, with the approval of their physician. As with other disabilities, the Company may require a doctor's certificate verifying the employee's fitness for duty.
2. If the employee has a normal delivery, she will receive up to six(6) weeks of leave (or eight (8) weeks for a cesarean) from work beginning on the date of delivery, if there are no medical complications. This leave will be paid in accordance with paragraph G of this article.
3. If the employee wishes to extend her maternity leave beyond the time provided above, she may use the time remaining under FMLA. The leave may be extended if her physician certifies her as not fit to return to work.
4. For additional information, please see "Short Term Disability" or "Family Leave."

#### **E. FAMILY LEAVE**

1. The Company agrees to make the provisions of the Family and Medical Leave Act (FMLA) applicable to all employees regardless of the number of employees based at any location.
2. The Company will not require an employee to use paid vacation leave for FMLA leaves of more than 3 consecutive days. The employee may choose to use vacation leave or unused sick leave for the duration of the FMLA leave.
3. Employees on Family Leave may continue any company health insurance in which they are currently enrolled. The employee is responsible for continuing to pay their portion of the monthly premium. Employees that fail to return to work after Family Leave will be required to reimburse the company for 100% of any insurance premium cost.
4. Employees on FMLA will continue to accrue longevity and seniority for all purposes for the first 30 days of their leave. After that period employees on FMLA will continue to accrue seniority for bidding purposes only up to a maximum of 12 weeks. Employees returning from leave within 12 weeks will be restored to their former position, if available, or one of an equivalent status and pay. Employees returning from leave greater than 12 weeks will retain seniority for bidding purposes.
5. All requests for Family Leave must be submitted to their immediate supervisor on a Personnel Status Change form. The Company will, at an employee's request, make available a copy of the provisions of the FMLA.

#### **F. PERSONAL LEAVE**

1. Employees that have completed one year of continuous full-time service may request an unpaid leave of absence for personal reasons. Personal leave of absence is granted

at the sole discretion of the Company. All available vacation time must be used prior to granting any unpaid leave.

2. Employees covered by the Company's health insurance plan may elect to continue coverage while on leave provided the employee pays the full cost of any premiums. Employees should contact the Personnel Office for additional information.
3. Longevity and seniority will continue to accrue only for the initial 30 days of the approved leave. Upon return to service after such leave, the employee shall have their seniority date adjusted accordingly. Employees are required to contact their immediate supervisor at least one calendar week prior to returning from a personal leave of 30 days or longer.

#### **G. SHORT TERM DISABILITY BENEFITS**

1. After the first three (3) days of medical absence, an employee shall be entitled to participate in the Company's Short Term Disability Plan as described in the Mesaba Employee Handbook. Employees may use accrued and unused sick leave days to cover the three (3) day waiting period for Short Term Disability. At the employee's option, accrued sick leave may be used to supplement the employee's pay under the Short Term Disability plan. The Company will bear the cost of all premiums for these benefits and this policy will provide a minimum of 66.6% of employees base wage.

#### **H. LONG TERM DISABILITY**

1. Long Term Disability will be provided for all employees as described in the Mesaba Employee Handbook. The Company will bear the cost of all premiums for these benefits and this policy will provide a minimum of 66.6% of employees base wage.

#### **I. MILITARY LEAVE**

1. Military Leave will be granted in accordance with the provisions described in the Mesaba Employee Handbook, subject to applicable law.

**J. JURY DUTY**

1. An employee will be granted leave for jury duty, and upon showing satisfactory evidence of the amount of compensation, the employee will receive no loss of pay for the period of jury duty. Employees will receive their regular rate of pay for all normally scheduled work hours less any amount received for serving on jury duty. Within thirty (30) days from returning from jury duty, the employee must furnish their immediate supervisor with a court validated "Statement of Attendance" indicating the dates of attendance on jury duty. Failure to provide proof of attendance may result in having the amount paid during jury duty deducted from the employee's paycheck(s) until the amount is paid in full.
2. Pay for jury duty will not be used in the calculation of Overtime.

**K. WORKERS COMPENSATION**

1. Workers Compensation will be granted in accordance with the provisions described in the Mesaba Employee Handbook, subject to applicable law

## **ARTICLE 13 - FURLOUGH AND EMPLOYMENT PROTECTION**

### **FURLOUGH PROTECTION**

- A. Employees furloughed due to a reduction in force, on return to duty shall be allowed , for longevity and seniority purposes, all time accrued prior to such furlough . In addition, the employee will accrue longevity seniority for payroll purposes for a period of thirty (30) days if he has exercised his seniority to the fullest and is involuntarily furloughed. Employees on furlough shall continue to accrue seniority for bidding purposes for the duration of the furlough period.
- B. All employees that are recalled from furlough shall be recalled to the point from which they were furloughed.
  - 1. The right of preference in re-employment of any employee hereunder who has been laid off from the payroll shall expire at the end of three (3) years from the date of layoff.
  - 2. An employee who is laid off and exercises his seniority to fill an open position or to displace a less senior employee shall retain recall rights to where he was laid off for as long as he remains an active employee of the Company, or until he refuses the opportunity to be recalled to that station.
- C. In case of furlough, the Company will notify all employees to be furloughed at least ten (10) calendar days in advance of the effective date of the furlough; except that the ten (10) calendar days notice requirement shall not apply where the furlough is occasioned by Act of God, circumstances over which the Company has no control, or strikes or other work stoppages of employees of the Company.
- D. All employees, at the time of furlough, shall supply the Company with the address of their current residence, and, if the furloughed employee changes his address of residence, he will notify the Company immediately. The Company shall supply all furloughed employees with the address for which they may contact the Company in matters relating to furloughs.
- E. Any furloughed employee failing to notify the company within seven (7) days of receipt of recall notice that he will report for duty, or failing to return to duty by the date stated in the recall notice, which shall not be less than fourteen (14) days of notice, will be considered voluntarily terminated. If an employee recalled from furlough cannot return on the date specified, he/she can return on such date mutually agreed upon between the Company and the employee. The preceding sentences shall not apply where the furlough is occasioned by Act of God, circumstances over which the Company has no control, or strikes or other work stoppages of employees by the Company, except that upon return to normal operating conditions, all employees shall return to duty promptly upon receiving notice to do so from the company.
- F. Employees furloughed can at the time of furlough use their accrued and earned vacation or be paid for such vacation time at the time of furlough.
- G. All reductions in force shall be in inverse order of seniority by Classification. Employees

whom the Company intends to furlough will be given ten (10) calendar days advance notice or pay in lieu thereof. The ten (10) day notice provision shall not apply to employees displaced by furloughed employees exercising their options as set out below. Furloughed employees shall notify the Company of their option within three (3) working days, and displaced employees will be notified as soon as possible, but with no less than three (3) days thereafter. Furloughed employees must exercise their options, to the extent they are available, in the following order, except that they may elect lay-off status without regard to the availability of other options.

1. An employee who is furloughed from his Classification may displace an employee in his Classification at his/her station, provided he/she has greater Classification seniority, and provided he/she is qualified for the job.
2. An employee who is furloughed from his Classification, and cannot displace an employee at his station, may displace the junior employee, , in his Classification at any point on the system, provide he has greater Classification seniority, and provided he is qualified for the job.
3. The employee will be furloughed in accordance with the provisions of this article

## ARTICLE 14 - OVERTIME

- A. The Association shall establish and maintain an Overtime Board at each station and post a list of all employees eligible to work overtime on the various types of work by Classification and Job Title. At each biennial shift bid employees will enter their names for inclusion on the overtime list if they wish to be called for overtime when available.
1. For purposes of the Overtime Board, overtime shall be based upon ballooned hours (i.e. four hours at time and one half shall be posted as six hours).
  2. The Company agrees to abide by the list provided from the Association for the purposes of selecting employee's for overtime.
  3. Overtime hours shall be zeroed on each biennial shift bid. At this time employees shall reenter their names for inclusion on the overtime call list. If an employee does not wish to be considered for overtime and declines listing on the overtime call list they shall only be called or asked for overtime on a emergency basis and no attempt will be made to equalize their overtime. A permanent list shall be posted listing employees not wishing to be called.
  4. If an employee decides mid-rotation to be considered for overtime they shall be charged with the maximum amount of overtime on the list at the time of their application.
- B. It is agreed that time and a half, 1 ½ times normal rate of pay shall apply for all time worked in excess of forty (40) hours per week. Sick time will be included in the calculation of overtime.
- C. Overtime shall be computed to the nearest quarter (.25) of an hour. Employees who are called in to work a regular day off shall receive not less than four (4) hours pay for overtime worked.
- D. For overtime purposes, a day is the twenty-four hour (24) hour period beginning with the starting time of the employee's regular shift.
- E. Equal distribution of overtime and the maintaining and posting of the daily overtime lists with the number of overtime hours worked or charged are the responsibility of the Association.
1. When the need for overtime develops, the Supervisor shall advise the Association's Shop Representative of the number of people and the type of work needed. The Supervisor or Shop representative shall then contact the employees who are working, from the list provided by the Association Shop Representative. Nothing herein shall require the Company to utilize a low employee on the Overtime Board, so that he would not have the proper rest as provided for in this agreement.
  2. All telephone contacts to employees who are not working shall be made by the Company Supervisor or the Association Shop Representative in the order of eligibility from the list provided by the Association. When a non-working employee is requested to work overtime and he refuses, the number of hours worked by the employee accepting the overtime shall be also charged against said employee for the purpose of



overtime equalization. During the next shift the Company shall furnish in writing to the Shop representative the name of the employee's and the actual hours of overtime worked during the previous shift.

- F. When the Company elects to bypass the overtime procedures, the employee who is bypassed on the overtime list shall be allowed to work the same amount of overtime hours on the same day or on a day mutually agreed upon between the employee and the Company. In addition, they shall be charged with the time as though they had worked. The employee shall not be considered bypassed on the overtime list if the difference between the employee who is bypassed and the employee who works is six (6) hours or less.
- G. An employee shall not be required to work four (4) hours or more without receiving the following breaks:
  - 1. Pre-shift overtime. For pre-shift overtime of four (4) hours the employee shall after three and one half (3 ½) hours take a thirty (30) minute meal break and then begin work at their regular shift starting time. No other breaks shall be taken during this time. If more than four (4) hours of overtime are worked, the employee shall receive a fifteen (15) minute break every 2 hours in addition to their thirty (30) minute meal period.
  - 2. Post-shift overtime. For post-shift overtime of four (4) hours' duration, the employee shall have a fifteen (15) minute break prior to starting their overtime period. A thirty (30) minute meal period shall be taken by the employee if overtime continues past the 4th hour after their regular shift end time, and the employee shall receive a fifteen (15) minute break every 2nd hour thereafter.
- H. When an employee has been relieved for the day and is recalled to work from their home and be guaranteed four (4) hours minimum at the applicable rate.
- I. This article will not be applicable to Field Service trips.
- J. An employee who works more than sixteen (16) hours in a day shall be given a rest period of at least eight (8) hours before again reporting for work. In the event that such rest period extends into the employee's regular work shift, they shall be paid at straight time rates for the time lost from their regular work shift which will provide them with an eight (8) hour rest period. If the employee is not provided with the rest period described above, they shall remain on the applicable overtime rate of pay until such time as they are relieved for said rest period.
- K. When employees are required to work overtime, their regular scheduled shifts shall not be reduced for the purposes of reducing the total hours worked in a pay period.
- L. An employee working on an assigned job during their regular shift may be requested to continue on the job on overtime providing that the anticipated duration of such overtime does not exceed four (4) hours. The employee shall be charged with the overtime.
- M. Mandatory Overtime will be issued on a shift wide basis or for a portion of the shift. In the case where only a portion of the individuals on duty are required to work mandatory overtime, the junior employee(s) on shift will be required to work the overtime. Employees

will be notified in advance as far as possible of the need for mandatory overtime. An employee may request that he/she not be considered or asked for any overtime upon written notice to the Company and the Association. Employees who have family or medical reasons may be excused from such mandatory assignments, provided they inform their Supervisor of their situation prior to mandatory overtime being declared. No individuals shall be singled out to perform mandatory overtime, nor shall it be used in a punitive manner.

1. Within twenty-four hours the Company shall provide the Association of a written explanation of why the mandatory overtime was necessary.
  2. If the employees regular shift and the mandatory overtime exceeds 13 hours the employee shall be paid at two times the normal rate for all hours worked past his scheduled shift.
  3. If Mandatory Overtime is needed for only a portion of the employees on duty, the selection of employees needed will be by inverse seniority or as agreed, in accordance with the provisions of paragraph N of this Article.
- N. Local overtime rules may be established at each location, providing they are not in conflict with this Agreement, and are agreed to and accepted by the Company, the Association and the employee's of that station.
- O. Hours worked that are eligible to be paid at an overtime rate covered in this article shall not be reduced by sick days used, holiday pay, or vacation.
- P. Employees working a holiday shall receive eight hours holiday pay and one and one half (1 ½) times their normal rate for all hours worked on a holiday.
- Q. Employees whose holiday falls on their RDO will receive 8 hours pay and which will be used in the calculation of overtime.
- R. An employee's holiday will be considered the shift that begins on the actual holiday. The only exception to this provision will be third shift for Christmas and New Years, which will be observed on the shifts starting on Christmas Eve and New Years Eve.

## ARTICLE 15 – SAFETY AND HEALTH

- A. The Company hereby agrees to maintain safe, sanitary and healthful conditions at all points. The Company agrees to furnish good drinking water and sanitary fountains will be provided where necessary. The floors of the toilet and washrooms will be kept in good repair and in a clean, dry and sanitary condition. Hangars, shops and washrooms will be lighted, ventilated and heated in the best manner. The Association and the employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions.
- B. In order to eliminate, as far as possible, accident and illness, an adequate Safety Committee shall be maintained at each main maintenance base. At Line Stations or other work locations, safety representatives and supervisors shall resolve safety items. If they are unable to resolve the matter, it will be referred, in writing, to the Safety Committee for further handling. One Association representative and one alternate will be identified at each main base to serve on the Safety Committee.
1. The Safety Committee's duties will be to ensure that all safety related airport, Company, federal, municipal and state Safety and Sanitary Regulations are complied with.
  2. The Safety Committee shall have the right to investigate on complaints or discrepancies pertaining to safety.
  3. The Association Safety and Standards Chairman shall be present at all aircraft accident investigations and crash sites, concerning the employees covered by this Agreement. His living expenses and salary will be borne by the Association.
  4. Failure of on an employee to adhere to Company safety rules may subject him to disciplinary action.
  5. Employee's have the right to tag equipment, with appropriate tag, if a piece of equipment is found to be in need of repair or is found to be unserviceable/unsafe. If a piece of equipment has been properly tagged to indicate that it is unsafe and should not be used or operated, it shall be withdrawn from service until proper repairs are made and the tag is removed and signed off by the mechanic assigned to make the repair.
- C. Employee's may refuse to work on a job which is not reasonably safe and/or sanitary or which might endanger his health. In the event there is a disagreement as to the safety/sanitary issue a member of the Quality Control Department will be consulted before any action is taken with regard to the task required.
- D. The Company will furnish protective clothing and safety equipment for all employees required to work with hazardous chemicals, cleaning compounds and for unsanitary work. Suitable rain suits and/or protective outer garments shall be made available to all employees required to work outside in the elements. Such devices furnished by the Company shall be used by the employees and will be cleaned or replaced on a regular basis by the Company.
- E. The Company recognizes the right of employees to refer safety/sanitary issues to the Associations Safety Representative for resolution.

- F. No employee other than the employees performing the work shall be allowed in a roped-off area during x-ray work. Employees performing x-ray duties who are exposed to radiation may request or be required to have a complete blood count done at a Company designated facility at Company expense.
- G. Employees taken seriously ill or injured while at work shall be given medical attention at the earliest possible time, and employees will be permitted to return to work without signing any release of liability, pending the disposition or settlement of any claim or damages or compensation.
- H. Any employee covered by this Agreement subject to excessive jet noise will be furnished with and use adequate noise suppressors and will be given a Company hearing test annually, and at such other times as the Company deems necessary.
- I. An adequate first aid kit will be furnished by the Company, be maintained and replenished, at all stations and work areas as needed.

## ARTICLE 16 - GRIEVANCE PROCEDURE

- A. An employee having a complaint or a grievance, or against whom the company has initiated disciplinary action, not including suspension or discharge, may present his complaint or grievance through his Shop Representative within seven (7) working days and they, or he, will discuss the matter with the employee's immediate supervisor and endeavor to arrive at a satisfactory settlement of the matter. If the matter remains unsettled, the procedure shall be as follows:
1. Step One: An employee must present a grievance in writing through the Association within fourteen (14) calendar days of its occurrence or from the date the employee should reasonably have become aware of it, to the Vice President of Operations or his designee. Such grievance shall specify the sections of the agreement claimed to have been violated, and shall contain a concise description of the facts involved. The Company shall answer the grievance within fourteen (14) calendar days of receipt of same. The Company shall supply to the Association a copy of such decision.
  2. Step Two: If the matter remains unsettled, it may be submitted in writing to the System Board of Adjustment by the authorized representative of the Association, providing the submission is made within fourteen (14) calendar days after receipt of the Company's answer in Step One.
- B. The System Board of Adjustment shall consist of one (1) representative of the Association paid by the Association, one (1) representative of the Company and one (1) neutral member mutually agreed upon by the Association and the Company.
- C. The Mailing or other delivery to the Director-Human Resources or his designee, of notice of appeal taken, pursuant to Step Two hereof, within fourteen (14) calendar days of the decision in Step One shall constitute notice to the Company of appeal to the System Board of Adjustment. Any notice postmarked prior to a deadline shall be determined to be filed on time.
1. Within five (5) working days after receipt by the Company of notice of appeal to the System Board of Adjustment, the parties shall agree on the neutral member of said Board. If such agreement is not reached, a neutral arbitrator shall be selected by requesting from the National Mediation Board (NMB) a list of seven (7) arbitrators from which one (1) arbitrator may be selected. The alternate strike method shall be used to select an arbitrator. Each party will delete one name from the list supplied by the NMB until only one name remains. By mutual agreement, arbitration may be conducted in a manner other than provided herein.
  2. The neutral member of the System Board of Adjustment shall serve as Chairman of said Board and shall promptly notify the Company and the Association of the hearing to be conducted by the Board, which hearing shall be within thirty (30) days, if possible, after the appointment of said neutral member. Failure of either party to present his case at the time of such hearing shall not serve to delay the hearing or to invalidate the opinion rendered by the Board.
  3. The functions of the Board shall be judicial rather than of legislative nature and it shall not have the power to add to, to disregard, or to modify any of the terms or

conditions of this Agreement.

4. The Board shall render its decision within thirty (30) days after the close of the hearing and shall deliver copies thereof to the employee, the Association, and the Company.
5. The decision of the System Board of Adjustment shall be binding upon all parties.
6. The Company and the Association shall share equally in the fees and expenses of the neutral member.

D. General

1. A grievance may be submitted by the Aircraft Mechanics Fraternal Association (herein called an Association grievance) or by the Company provided such grievance is submitted to the other in writing. If satisfactory settlement is not reached within fourteen (14) calendar days after the grievance is submitted, such matter may be referred to the System Board of Adjustment.
2. All hearings and investigations will be conducted during the regular day shift working hours, insofar as possible and direct case related Shop Representatives, Airline Representatives, Safety Representatives, and necessary witnesses who are employees of the Company, shall not suffer loss of pay (excluding overtime, travel expenses and other expenses) while handling grievances or attending investigations and hearings when required.
3. Each of the parties hereto will assume the compensation, travel expenses and other expenses of all other witnesses called or summoned by it. Witnesses, who are employees of the Company shall receive round trip, space available on-line transportation from the location of duty or assignment to the location at which they must appear as a witness.
4. Either party involved in a dispute under this Agreement may be represented by outside counsel or representatives at all hearings.
5. Time limitations governing the grievance procedure may be extended by mutual agreement.
6. If a grievance is not filed or appealed within the time limits provided herein, such grievance shall be barred. If a grievance is not answered within the time limits provided, it shall automatically be appealed to the next step of the procedure.
7. A stenographic record at all arbitration's will be taken if requested by either party to the dispute. In such case, the cost of such record shall be borne by the requesting party. The other party, upon request, will be furnished a copy of the record, in which case the cost of such record shall be borne equally by both parties to the dispute.
8. An employee shall have the right to review his personnel file upon request and in the presence of a Company official, and be permitted to obtain copies of any material contained therein.

9. Dissimilar grievances may be submitted to a single neutral.

E. Suspension and Discharge

1. An employee who has completed his probationary period who is disciplined to the extent of suspension or discharge will be entitled, upon request, to a fair and impartial hearing.
2. The employee will be advised in writing, with copies to the Association, of the charge(s) against him.
3. The request for a hearing pursuant to paragraph E.1. must be delivered to his Supervisor or above, or the Maintenance Supervisor on duty, in writing, within three (3) calendar days from the date on which the employee receives written notice of the suspension or discharge.
4. The hearing will be held within ten (10) days from the request by the affected employee and the employee will have received a forty-eight (48) hour notice in writing prior to the hearing.
5. Within ten (10) calendar days from the date of the completion of the hearing, the Company will issue a written decision. If the decision of the Company is unacceptable, the Association may appeal the decision to the System Board of Adjustment, pursuant to paragraph A.2 of this Section.
6. With the exception of unlawful activity, an employee held out of service by the Company will do so without loss of pay pending completion of the hearing and decision.
7. In the event the employee is cleared of the charges against him, he will suffer no loss in pay, seniority or other benefits and the personnel file will be purged of all reference to the alleged misconduct.
8. No employee will be disciplined or discharged without just cause.

## ARTICLE 17 - ASSOCIATION BUSINESS

- A. The Association's Airline Representative shall have preference of assignment to shift and days off, provided that such member has the ability to perform, in a satisfactory manner, the work required of the particular job. Such preference shall continue only during the respective term as Airline Representative and only so long as he is assigned to fixed shifts. There will be a maximum of one Airline Representative at each station.
- B. Subject to space being available, witnesses and representatives who are employees of the Company and are required for FAA or Association grievance hearings, shall receive free transportation (Company Business pass classification) over the lines of the Company from point of duty to point of hearing and return.
- C. Company agrees to provide transportation over the lines of the Company for Airline Representative(s) or designee(s), who are employees of the Company, to the extent covered by travel benefits.
- D. Employees accepting full time employment with the Association as a Regional or National Official, may be granted a leave of absence for the period so employed, as long as the Association remains the exclusive bargaining agency of employees covered by this agreement. Employees on approved Association leave will continue to accrue seniority for longevity and bidding purposes, except that vacation and sick leave will not accrue during the period of the leave.
- E. When it is determined by the Director of Maintenance or his designee that operational considerations permit, employees may, upon request by the Association, be granted unpaid time off for Association business. Requests for time off in excess of one (1) week will be handled as a leave of absence



## ARTICLE 18 - AIRCRAFT MAINTENANCE TRAINING

- A. Maintenance employees shall receive training as deemed appropriate by the Company. Such training will consist of formal classroom training, or formal outside training at vendor approved schools, and on the job training as necessary. All meetings or training called for by the Company of which the employee is required to attend shall be paid at the applicable rate of pay.
- B. The Company will post a list, quarterly, showing what employees have had aircraft maintenance training classes. The Company will endeavor to offer training to all employees.
- C. Employees scheduled for classroom training or factory training shall normally be notified at least two (2) weeks in advance, or four (4) weeks in advance if attending schooling outside the Continental U.S. The employees scheduled for classroom training shall have their days off adjusted, if necessary, for the week prior to and after their training to insure proper rest and to receive at least forty (40) hours of pay in each weekly pay period. Whenever practical, the Company shall provide training at the employee's base location.
- D. The Company shall make available for examination to the employee and the Association any records indicating formalized training. Upon leaving the Company an employee may request a copy of their training record from the Training Department.
- E. When an employee is required to attend formal training away from his base station, the Company shall, whenever possible, assure that the employee receives positive space travel on Mesaba to and from the location of the training. Travel on other airlines will be Space Available.
  - 1. The Company shall provide, at the employee's request, a rental car for any employees attending formal training lasting five days or more away from their own base(s).
  - 2. For training less than five days, a rental car will be provided at the discretion of the Base Manager.
  - 3. Rental cars will not be provided outside of the United States and Canada.
- F. Employees shall not be required to pay for any training costs, except as otherwise provided for in this Agreement.
- G. Certain classes of jobs will require extensive additional training, either in-house or at an approved training facility. When an employee requests and is granted such a position, that employee may be required, at Company discretion, to sign an agreement to reimburse the Company for that pro-rated portion of the cost of training if that employee voluntarily leaves the Company prior to one continuous year after the specific training.

- H. All AMT's who are involved in Flight Line related duties shall obtain Taxi and Run-up authority, within two (2) years of having been awarded a position on the flight line, to remain in the flight line positions. Management has the authority to waive this requirement. In addition, if such employee fails to obtain this authorization, he will be assigned another position within the company in accordance with his seniority.

## **ARTICLE 19 – DISCRETIONARY INCENTIVE COMPENSATION PROGRAM**

As approved by the Board of Directors, employees covered by this agreement will receive payments from the Discretionary Incentive Compensation Program. The program is based on Company operational goals. The measurement periods are January through June and July through December with payment normally made two months after the end of the measurement period. Payment amounts and goal levels are entirely discretionary and subject to approval by the Company's Board of Directors for each semi-annual performance measurement period.

## ARTICLE 20 - INSURANCE BENEFITS

### A. Health and Dental Insurance

1. The Company will continue to provide to employees covered by this Agreement medical and dental insurance plans at the same levels and on the same basis as those applicable to other company employees. The Company will not make any changes in the coverage's, co-payments, deductibles or employee (premium) contributions in effect on May 1, 1997, without meeting and conferring with the Association at least ninety (90) days prior to implementing any changes.
  - a. The Company will make available to the Association the data that supports its changes.
  - b. The Company agrees to consider alternative proposals made by the Association which may serve to decrease costs or maintain coverage.
  - c. Nothing in Paragraph A.1. above shall preclude the Company from offering additional alternative plans from which employees may voluntarily elect.
2. Employee contributions for Medical and Dental insurance may be increased only subject to the following conditions:
  - a. Increases for employees covered by this Agreement shall be no greater than the amount of increases applicable to other Company employees.
  - b. Employees shall not be required to contribute more than thirty (30%) percent of the charge for single or family coverage under Company-sponsored plan, which is presently designated as Health Plan 1.
  - c. For other optional health plans with higher than Plan 1, the Company will contribute amounts no less than it contributes for single and family coverage under Plan 1 and the employee shall contribute the balance.
  - d. For other optional health plans with cost lower than Plan 1, employees will not be required to contribute more than thirty (30%) percent of the charge for single or family coverage.
  - e. For Dental coverage, the employees shall not be required to contribute more than twenty-five (25%) percent of the premium change for which they elect.
4. For Health Plan 1, no increases shall be made in the deductibles or co-payments, nor shall there be a net reduction in coverage's, unless the cost of the plan increases.
5.
  - a. The Company shall make every effort to provide a conveniently located Preferred Provider Organization (PPO) for any employee that so requests.
  - b. Prior to opening a new maintenance base/domicile, the Company shall make

every effort to ensure that PPO's are located in reasonable proximity to the airport and shall publish the names and locations of the PPO's with the vacancy bid.

- B. Flexible Spending Account. On an employee may contribute up to \$1,000. (single) or \$2,000. (family) pre-tax dollars for unreimbursed Medical and Dental expenses (in addition to the dollars the employee may elect to set aside for Medical and Dental premiums) and up to \$5,000 pre-tax dollars for dependent care expenses. The amounts stated herein shall not be reduced for the term of this contract, and shall increased in the event the amounts are increased for any other employee group.
- C. Life Insurance
  - 1. The Company will provide life insurance in the amount equal to the employees earnings for the most recent 12 months of service.
  - 2. In addition to the Life Insurance described in paragraph 1, the Company will provide accidental death and dismemberment in the same amount as the life insurance. In the case of accidental death on the job, this additional death benefit will be doubled (2X).
- D. Tool Insurance. The Company shall provide the following insurance for complete or partial loss of tool boxes, tooling and other contents on Company property or while on Company business, with a one hundred dollar (\$100) maximum deductible limit: Insurance up to ten thousand dollars (\$10,000) for loss, providing a complete inventory of the employee's tool box is on file with the Company at the time of loss.

## ARTICLE 21 - GENERAL AND MISCELLANEOUS

- A. An employee covered under this Agreement shall not be required to pay for Company equipment unintentionally damaged.
- B. All employees on the active payroll of the Company, all retired employees who have at least ten (10) years in the service of the Company and who are at least age 55, their spouses and dependent children, and their parents, will be subject to the pass policy of the Company.
- C. A personnel file will be maintained on each employee which will contain all progress reports and written correspondence issued to him. Copies of all reports and correspondence will be available upon reasonable request for inspection by the employee, or an Association Officer with the written approval of the employee, during regular business hours. An employee will be advised and provided a copy of any material of a critical or negative nature at the time such material is placed in his personnel file.
- D. An employee requested or required by the Company or an appropriate government agency to participate in an aircraft accident or incident investigation involving Company aircraft and personnel shall do so without loss of pay.
- E. Either party may, at any time, propose in writing any amendment, which it may desire to make to this Agreement. If such amendment is agreed to by both the Company and the employees under this Agreement, then the amendment will be incorporated into this Agreement.
- F. The Company will make space available at each location where employees under this Agreement are stationed for an enclosed locking bulletin board to be supplied by the Association for the use of the Association for posting material relating to Association meetings, and other Association matters. Postings shall remain free of derogatory or inflammatory material with respect to the Company, its employees, or the Association.
- G. After notification of the Company, the airline representative or his delegate may be granted an opportunity during a lunch or break period to distribute information to new hires about the Association.
- H. The Company and the Association will share equally in the cost of reproducing this Agreement in an easy to read format. Each employee shall be provided with a copy of this Agreement within thirty (30) days after ratification or any changes. The number of copies reproduced shall be such that ten (10) copies will be kept by the Association for its use and another ten (10) copies will be kept by the Company for its use, in addition to the copies reproduced for the employees.

I. Upon initial employment an employee will be provided the following uniforms at no cost to the employee:

- 5 Shirts
- 5 Pants/Shorts
- 1 Fall/Spring Jacket
- 1 Winter Parka

1. If the employee leaves the Company within the first six (6) months of employment the employee will bear the cost of the initial uniform issue and this amount will be deducted from their last paycheck.
2. If the employee leaves the Company between six (6) months and his first anniversary the employee will bear fifty percent (50%) of the cost of the initial uniform issue and this amount will be deducted from their last paycheck.
3. Employees are expected to have and wear Company authorized uniforms.
4. On the employee's first and subsequent anniversary date the Company will provide an allowance of \$250 to be used toward the purchase of work uniforms and/or work shoes.
5. All outerwear shall have reflective strips.

J. In the event the overall number of AMT's with RII authority are reduced in a station it will be done by reverse seniority. The Director of Quality Control will dictate the number of RII by station, work area and shift. If due to a shift bid the number of RII personnel on a given shift does not meet the needs of the operation the Quality Control Department will determine which individuals will retain or lose their RII authority and it may not follow seniority lines.

**ARTICLE 22 – 401(k) Plan**

- A. Employees covered by this agreement may participate in the Company 401(k) Savings Plan on the same basis as other employees. The Plan shall not be terminated or discontinued for the employees covered under this agreement, unless the termination or discontinuance is mandated by law. In such case, the parties will promptly meet and confer for the purpose of making any adjustments necessary to comply with the law. In the event the company enhances the 401(k) plan to any other employee group, the enhancement will be extended to the employees covered under this agreement
  
- B. The 401(k) plan as it applies to the employees covered under this agreement shall maintain Company match and vesting provisions no less favorable than the following:

<u>Completed Years of Service</u>	<u>Company Match %</u>	<u>Match Limit</u>
1 but less than 6	25%	6% of eligible earnings
6 but less than 11	50%	7% of eligible earnings
11 or more	75%	8% of eligible earnings

<u>Years of Service</u>	<u>Extent of Vested Interest</u>
Less than 3	0%
3 but less than 4	50%
4 but less than 5	75%
5 or more	100%



**ARTICLE 23 – SCHEDULE “A” WAGES**

<b>Aircraft Maintenance Classification</b>				
<b>NOTE: \$1.50 License Premium is not included.</b>				
	<b>8/99</b>	<b>8/00</b>	<b>8/01</b>	<b>8/02</b>
<b>1<sup>st</sup> Six Months</b>	\$ 11.10	\$ 11.29	\$ 11.48	\$ 11.68
<b>2<sup>nd</sup> Six Months</b>	\$ 11.50	\$ 11.70	\$ 11.89	\$ 12.09
<b>2<sup>nd</sup> Year</b>	\$ 12.15	\$ 12.35	\$ 12.56	\$ 12.77
<b>3<sup>rd</sup> Year</b>	\$ 12.95	\$ 13.17	\$ 13.39	\$ 13.61
<b>4<sup>th</sup> Year</b>	\$ 13.85	\$ 14.08	\$ 14.31	\$ 14.55
<b>5<sup>th</sup> Year</b>	\$ 14.75	\$ 14.99	\$ 15.24	\$ 15.49
<b>6<sup>th</sup> Year</b>	\$ 15.25	\$ 15.50	\$ 15.76	\$ 16.02
<b>7<sup>th</sup> Year</b>	\$ 16.15	\$ 16.41	\$ 16.68	\$ 16.96
<b>8<sup>th</sup> Year</b>	\$ 17.50	\$ 17.79	\$ 20.80	\$ 21.50
<b>9<sup>th</sup> Year</b>	\$ 19.00	\$ 20.47		
<b>10<sup>th</sup> Year</b>	\$ 20.15			
<b>Ground Service Classification</b>				
	<b>8/99</b>	<b>8/00</b>	<b>8/01</b>	<b>8/02</b>
<b>1<sup>st</sup> Six Months</b>	\$ 11.10	\$ 11.29	\$ 11.48	\$ 11.68
<b>2<sup>nd</sup> Six Months</b>	\$ 11.50	\$ 11.70	\$ 11.89	\$ 12.09
<b>2<sup>nd</sup> Year</b>	\$ 12.15	\$ 12.35	\$ 12.56	\$ 12.77
<b>3<sup>rd</sup> Year</b>	\$ 12.95	\$ 13.17	\$ 13.39	\$ 13.61
<b>4<sup>th</sup> Year</b>	\$ 13.85	\$ 14.08	\$ 14.31	\$ 14.55
<b>5<sup>th</sup> Year</b>	\$ 14.75	\$ 14.99	\$ 15.24	\$ 15.49
<b>6<sup>th</sup> Year</b>	\$ 15.25	\$ 15.50	\$ 15.76	\$ 16.02
<b>7<sup>th</sup> Year</b>	\$ 16.15	\$ 16.41	\$ 16.68	\$ 16.96
<b>8<sup>th</sup> Year</b>	\$ 17.50	\$ 17.79	\$ 20.80	\$ 21.50
<b>Janitor/Maintenance Support</b>				
	<b>8/99</b>	<b>8/00</b>	<b>8/01</b>	<b>8/02</b>
<b>1<sup>st</sup> Six Months</b>	\$ 9.00	\$ 9.18	\$ 9.36	\$ 9.55
<b>2<sup>nd</sup> Six Months</b>	\$ 9.50	\$ 9.69	\$ 9.88	\$ 10.08
<b>2<sup>nd</sup> Year</b>	\$ 10.00	\$ 10.20	\$ 10.40	\$ 10.61
<b>3<sup>rd</sup> Year</b>	\$ 10.50	\$ 10.71	\$ 10.92	\$ 11.14
<b>4<sup>th</sup> Year</b>	\$ 11.00	\$ 11.22	\$ 11.44	\$ 11.67
<b>5<sup>th</sup> Year</b>	\$ 11.50	\$ 11.73	\$ 11.96	\$ 12.20
<b>6<sup>th</sup> Year</b>	\$ 12.00	\$ 12.24	\$ 12.48	\$ 12.73
<b>7<sup>th</sup> Year</b>	\$ 12.50	\$ 12.75	\$ 13.01	\$ 13.27
<b>8<sup>th</sup> Year</b>	\$ 12.75	\$ 13.01	\$ 13.27	\$ 13.53
<b>9<sup>th</sup> Year</b>	\$ 13.00	\$ 13.26	\$ 13.53	\$ 13.80
<b>10<sup>th</sup> Year</b>	\$ 13.25	\$ 13.52	\$ 13.79	\$ 14.06
<b>11<sup>th</sup> Year</b>	\$ 13.50	\$ 13.77	\$ 14.05	\$ 14.33

**ARTICLE 24 – DURATION OF AGREEMENT**

This Agreement shall become effective as of August 16, 1999. It shall continue in full force and effect until and including August 16, 2003 and shall renew itself until each succeeding August 16<sup>th</sup> thereafter, except that a written notice of intended change may be served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least sixty(60) days prior to August 16, 2003.

Negotiations shall commence six months prior to the expiration of the contract.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 16th day of August, 1999.

WITNESS:

FOR MESABA AVIATION, INC.

\_\_\_\_\_

\_\_\_\_\_  
John S. Fredericksen, Vice President -  
Administration

WITNESS:

AIRCRAFT MECHANICS  
FRATERNAL ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_  
O.V. Delle Femine  
National Director

\_\_\_\_\_

\_\_\_\_\_  
Kevin Wildermuth  
Region III Director

\_\_\_\_\_

\_\_\_\_\_  
Kevin McCormick  
National Administrator

## ARTICLE 25 - AGENCY SHOP

- A. Each employee, now or hereafter covered by the Labor Agreement between the parties, as it may have been supplemented or amended, shall, as a condition of continued employment, within sixty (60) work days following the beginning of such employment or the effective date of this Agreement, whichever is later, shall become a member of, and thereafter maintains membership in good standing (as herein defined) in the Association, provided that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member covered by this Agreement, or with respect to whom membership is denied or whose membership is terminated for any reason other than the failure of the employee to tender the initiation fees and monthly dues uniformly required of other employees as a condition of acquiring or retaining membership.
- B. For the purpose of this Agreement, "membership in good standing in the Association" shall mean that the employee is a member of the Association and is not more than sixty (60) calendar days in arrears in the payment of initiation or reinstatement fees or membership dues or assessments uniformly required of other employees in the same Association.
- C. When an employee becomes delinquent, or not in "good standing" within the meaning of Paragraph B above, he shall be subject to discharge.
- D. A discharge under the terms of this Article shall be based solely upon the failure of the employee to pay or tender payment of initiation fees and membership dues or assessments as specified herein and not because of denial or termination of membership in the Association for any other reason.
1. An employee discharged by the Company under the provisions herein shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
  2. The Association shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of this Section. The Company shall promptly notify the Association of any such claims of liability made against the Company.
- E. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the dues payable by him to the Association during the period provided for in said authorization. All deductions for dues shall be made by the Company on the second regular paycheck of each month.
- F. Deduction provided for in the preceding paragraph shall be remitted no later than the tenth (10th) day of the month following the month in which the deductions were made, and shall be remitted to the Secretary Treasurer of the Association. The Company shall furnish the assigned Association Representative and the Association Secretary Treasurer each month a copy of the record of those for whom deductions have been made and the amounts of the deductions. The parties agree that the check-off authorization forms shall be in an approved form, which shall be prepared and furnished by the Association.

**AIRCRAFT MECHANICS FRATERNAL ASSOCIATION  
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF  
ASSOCIATION DUES**

I, \_\_\_\_\_ hereby authorize Mesaba Airlines, to deduct from my earnings once each month two times my hourly base rate, excluding shift differential and premiums (License, Lead), the standard monthly membership Union Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Aircraft Mechanics Fraternal Association, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining Agreement. This Agreement and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof, or upon the termination date of the Agreement in effect at the time this is signed, whichever occurs sooner. A copy of such revocation will be sent to the Treasurer of the Association.

Signature of Employee \_\_\_\_\_

Employee Number \_\_\_\_\_

Classification Seniority Date \_\_\_\_\_

Location \_\_\_\_\_

Date of First Deduction \_\_\_\_\_

Please print name and address below:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Please complete and return to:

Aircraft Fraternal Mechanics Association  
P.O. Box 1221  
Laconia, NH 03247-1221

## **Side Letters**

1. The original Seniority List shall be the first Seniority List posted after the signing of this Agreement. Failure by the employee to protest the List within the time periods agreed shall be considered an admission by the employee that the posted date is correct.
2. Employees in Job Titles/Classifications other than the basic AMT or Avionics Technician Job Titles/Classifications at the time this Agreement becomes effective will have their Time in Position Seniority adjusted to reflect their Mechanic's Seniority.
3. With the effective date of this Agreement, an employee now holding any permanent job title shall not be required to meet any changes in qualifications to this Agreement under this Article, unless he chooses to bid a different position outside his current Job Title / Classification.
4. A Base Rate Adjustment will be paid two weeks after the ratification of this agreement to all employees covered by this Agreement. The Association will notify the Company of the amount to be paid to each covered employee.
5. No employee will have their pay reduced as a result of any provisions of this agreement.
6. Upon ratification of this Agreement by the Association and its membership, the Discretionary Incentive Compensation Program payment due for the January through June 1999 time frame will be distributed to eligible employees (those with one or more years of service) within 7 Calendar days.