1. For purposes of Paragraph (b), a shift opening shall be defined as an opening within a specific shift such as day shift, afternoon shift, night shift or swing shift, regardless of assigned days off. Day shift is defined as the majority of scheduled work hours falling between 7:00 a.m. and 3:00 p.m. Afternoon shift is defined as the majority of scheduled work hours falling between 3:00 p.m. and 11:00 p.m. Swing shift is defined as being regularly assigned to work multiple shifts during the work week.

2. Part-time employees are not considered to have acquired Union seniority for purposes of this provision and are assigned shifts based on operational requirement.

(c) An employee who voluntarily downgrades to a lower rated job classification, excluding a downgrade in lieu of layoff, shall not be eligible to bid for promotion to an opening in a higher rated job classification from which downgraded for a period of one hundred eighty (180) calendar days from date of the downgrade. A downgraded employee shall assume the lower classification with full Union seniority as specified in Article IV, Section 1(a) (1) of this Agreement.

(d) Promotions - Where skill, performance and ability are equal, employees with the greatest seniority shall be given preference in advancement to higher rated jobs. Job openings within the bargaining unit will be posted for a period of five (5) working days. Bargaining unit employees who desire to be considered for postings shall list the job classification and rate of pay of said vacancy.

Article VI – Employee Privileges

Section 1 – Vacations

(a) Definitions:

The term “seniority,” as used in this Section, shall be the Union seniority to which a full time employee is entitled under the provision of Article IV of this Agreement. For purposes of the provisions of this Article VI, an employee must be regularly scheduled and continue to work thirty-five (35) hours or more per week on a scheduled work shift in order to be eligible for benefit coverage as a full time employee.

(b) Employees will accrue and take vacations on a calendar year basis. The vacation time to which an employee is entitled as provided in subparagraphs (2), (3), and (4) below assumes that the employee has worked the full previous calendar year and has satisfactorily completed his probationary period. An employee who was hired in and worked only part of the previous calendar year (see subparagraph (1) below) will receive a proportional vacation provided he has satisfactorily completed his probationary period. The vacation time to which he/she is entitled will be the normal vacation time set forth in subparagraphs (2), (3), or (4) below, minus one-twelfth of his vacation time for each full month or major fraction of a month of time lost for employees who have completed one full calendar year or more of service.

Vacation shall be accrued as follows:

1. If in the employ of the Company for less than one (1) full calendar year, 6.67 hours of paid vacation for each full month or major fraction of a month of service up to ten (10) days of paid vacation.
2. If in the employ of the Company for one (1) full calendar year or more, 6.67 hours per month of paid vacation.

3. If in the employ of the Company for five (5) full calendar years or more, ten (10) hours per month of paid vacation.

4. If in the employ of the Company for twelve (12) full calendar years or more thirteen point three (13.3) hours per month of paid vacation.

<table>
<thead>
<tr>
<th>Vacation Accrual Based on # of Full Calendar Years Completed in Current Calendar Year</th>
<th>Hours Accrued to be taken in the Following Calendar Year</th>
<th>Hours to Days Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Than One (1) Year</td>
<td>80 hours maximum: 6.67 hours x 12 months = 80</td>
<td>Ten (10) days maximum: 80 hours at 8 hours per day = 10 days</td>
</tr>
<tr>
<td>One (1) or More Years</td>
<td>80 hours maximum: 6.67 hours x 12 months = 80</td>
<td>Ten (10) days maximum: 80 hours at 8 hours per day = 10 days</td>
</tr>
<tr>
<td>Five (5) or More Years</td>
<td>120 hours maximum: 10 hours x 12 months = 120</td>
<td>Fifteen (15) days maximum: 120 hours at 8 hours per day = 15 days</td>
</tr>
<tr>
<td>Twelve (12) or More Years</td>
<td>160 hours maximum: 13.3 hours x 12 months = 160</td>
<td>Twenty (20) days maximum: 160 hours at 8 hours per day = 20 days</td>
</tr>
</tbody>
</table>

For example, in the calendar year an employee completes five (5) full calendar years of employment, the employee shall accrue ten (10) hours per month of paid vacation for a total of fifteen (15) days of paid vacation to be taken in the following calendar year. In the calendar year that the employee completes five (5) full calendar years of employment, the employee will only be eligible to take a maximum of ten (10) days paid vacation, i.e. the maximum vacation accrual for the previous calendar year.

For those employees who worked at Republic Airport immediately prior to employment by AvPorts, in the positions covered by this Agreement, the Company will recognize such employees' uninterrupted service time for purposes of vacation eligibility only.

(c) Pay for vacation is calculated at the base rate times the number of eligible vacation hours taken. If a holiday falls during that vacation period, the holiday is not considered a vacation day.

(d) An employee who has completed his probationary period shall be paid for his accrued vacation upon termination of employment, including layoff, with the Company except that he shall not be paid for such vacation if he resigns without giving two (2) weeks written notice of resignation or if he has been discharged for a cause involving monetary or material loss to the Company.

(e) Scheduling of Vacations:
1. Vacations must be taken by the end of the calendar year, and no carryover of vacation will be allowed.

2. So far as practical, vacation time preference will be given to employees with company seniority. Employees may split their vacation for selection purposes into any number of segments with a minimum length of at least five (5) working days in each segment. Employees shall designate only one (1) segment as primary. The primary choice of an employee shall have precedence over the secondary choice of any other employee, regardless of seniority.

Notwithstanding the above, employees may take vacation in one-day increments to a maximum of ten (10) days per year subject to the approval of management based upon service requirements. The request must be made at least two (2) weeks, (14) day notice in advance. Single-day vacation requests will be granted on a first come, first-served basis subject to service requirements.

3. Each year, on or before the second Monday in November, the Company shall post the vacation bid schedule for the following year. The vacation bid schedule shall contain the names of employees in descending classification seniority order within their job classification. Each employee, in Union classification seniority sequence, shall indicate their primary and secondary (if applicable) vacation selection(s), or the word “waive,” and initial their entry. Then the employee with highest Union classification seniority may bid and so on, until each employee has indicated and initialed their vacation preference(s). Employees entering the word “waive” indicate their desire not to participate in the vacation bid process and their vacation shall be assigned by management. Employees failing to participate in the bid process due to absence from work during the entire bid schedule period will select from the vacation periods still available upon their return to work.

   (i) Vacation bids will be awarded on the basis of Company seniority.

   (ii) The vacation bid schedule period will expire on the second Friday in December.

   (iii) The Company shall post the results of the vacation bid in the form of a vacation schedule on the first regular workday of January.

   (iv) Employees will not be permitted to trade vacation periods.

4. In order for an employee to receive their vacation payment on the last regular payday prior to the commencement of their vacation, the employee must make application in writing on a form to be prescribed and furnished by the Company, which shall be signed by the employee and approved by supervision. Any request for vacation pay must be filed in time to have it in the Payroll Office of the Company at least two (2) weeks prior to the employee’s last payday before the vacation. However, in no event shall an employee’s vacation check be issued prior to their vacation eligibility date.

5. Employees must give no less than two (2) weeks notice in order to cancel a vacation. Any employee who wishes to change vacation dates after the vacation schedule has been established, must do so at least two (2) weeks prior to the new vacation dates requested. Vacation changes will be permitted for available dates only and must be approved by management. An employee changing vacation dates may not displace another employee regardless of seniority.
6. Any Operations personnel who are scheduled to work on any regularly scheduled work day falling on December 18 through January 2, inclusive, shall not be permitted time off with holiday or vacation pay, any provisions in the Collective Bargaining Agreement to the contrary notwithstanding.

Section 2 – Leave of Absence and Sick Leave

(a) Prolonged Disability: An employee shall not be terminated by the Company because of a prolonged continuous illness or injury provided the period of disability is not longer than twelve (12) weeks. Upon being pronounced physically and mentally fit to return to work by the Company designated physician, the employee shall be reinstated to the same or substantially equivalent job for which the employee is eligible, if that job is available to the employee, in accordance with classification seniority.

The Company and the Union agree to comply with the provisions of the Americans With Disabilities Act and the Federal Medical & Family Leave Act of 1993.

Consistent with the Americans With Disabilities Act and the Federal Medical & Family Leave Act of 1993, in the event an employee is absent on extended illness and returns with a doctor’s certificate showing him ready to resume his duties and is subsequently examined by the Company doctor and found not to be physically or mentally able to resume normal duties, the parties shall choose a disinterested specialist in the medical field involved to make a final and binding determination in the same manner as arbitration or other disputes as outlined in Article III, Section 2.

(b) Sick/Injury Leave: Sick/injury benefits for an employee on the active payroll of the Company are as follows:

1. In the event of an employee’s absence from work because of non-occupational sickness or injury, and employee, excluding temporary employees, shall be entitled to ten (10) days sick/injury leave with pay during each calendar year. Employees shall accrue five-sixths (5/6) of a day of sick/injury leave for each month of active service for a total accrual of ten (10) days during each calendar year. Probationary employees are not entitled to use sick/injury leave. Upon satisfactory completion of the probationary period, employees shall be entitled to use sick/injury leave accrued while on probation. An employee not absent from work on more than two (2) occurrences for a total of four (4) sick/injury days in a calendar year and who has been employed for the full calendar year shall receive a $250.00 bonus after completion of the calendar year. Regular part-time employees shall receive sick/injury leave in accordance with the provisions contained herein but such sick/injury leave shall be calculated and paid on a pro rata basis. A regular part-time employee not absent from work on more than two (2) occurrences for a total of four (4) sick/injury days in a calendar year and who has been employed for the full calendar year shall receive a pro rata portion of the $250.00 bonus set forth above. Unused sick/injury leave shall be accrued up to a maximum of thirty (30) days for use for long-term illness. Unused sick/injury leave shall be paid out at the time of layoff or termination.

2. Pay for one day’s sick/injury leave for a full time employee means pay for eight (8) hours at the employee’s regular hourly base rate of pay at the time sick/injury leave is used.

(c) Sick/injury leave pay may be paid for part-day absences.

1. The Company may set up a control for reducing absenteeism due to sickness by requiring a doctor’s certificate for an absence of three (3) or more consecutive days, including patterned
absenteeism, or upon reasonable suspicion of misuse. If so required, the employee must obtain a HIPPA release form from the treating physician in order for the Company to obtain supporting information. No sick/injury leave shall be paid in the final two weeks of employment unless the Company receives written verification by a physician.

2. An employee shall notify the Company at least two (2) hours prior to the beginning of the employee’s scheduled shift of the reason for his absence from work, or furnish what the Company considers to be an acceptable excuse for failure to notify the Company.

Section 3 – Holidays

(a) The Company recognizes the following holidays:

New Year’s Day
Presidents’ Day
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
The Day After Thanksgiving Day
Christmas Day
Three Floating Holidays

The holidays listed above affected by the Federal Monday Holiday Act will be celebrated in accordance with the date specified thereby. If any of the above holidays falls on an employee’s regular day off, his next work day shall be observed as the holiday.

(b) Eight (8) hours times a regular full-time employees’ current regular base rate shall be paid to eligible employees for each of these holidays.

Separate and apart from the above noted holiday pay, any employee required to work on any of the holidays as observed shall be compensated at one and one-half (1-1/2) times their regular base rate of pay for all hours worked.

(c) In order to be eligible for holiday pay, an employee work the work day immediately before and the first work day after the holiday, except that when the holiday falls the day after termination, no pay under this provision shall be granted. Vacation pay, bereavement pay, jury duty pay, and sick/injury leave pay, where the necessity of such leave is substantiated by a physician’s note to the Company’s satisfaction shall be considered as time worked for purposes of determination of holiday eligibility as discussed above.

(d) It is the intent of the Company not to require a temporary employee to work on any of the holidays specified in Article VI, Section 3. If, due to an emergency situation or other circumstances beyond the control of the Company, a temporary employee is required on a specified holiday, that employee shall receive eight (8) hours holiday pay, plus straight time pay for all hours worked up to eight (8), and time and one-half (1 1/2) for hours worked over eight (8) on that day.