



TENTATIVE AGREEMENT

between

AMERICAN AIRLINES, INC.

and

THE TWU/IAM FLEET EMPLOYEE ASSOCIATION

covering

FLEET SERVICE EMPLOYEES

of

AMERICAN AIRLINES, INC.

Effective: date - XX



THE TWU-IAM ASSOCIATION

The Association.



THE TWU-IAM ASSOCIATION

March 2020

Sisters and Brothers,

This package contains the tentative agreements submitted to you for your ratification vote. As you know very well, the process of negotiating this agreement has been a long and tough fight. Two proud unions came together to form an Association that married our strength and solidarity to deal with the world's largest airline. The end result proves that the effort has been well worth your support.

The agreements to be voted on are the best in the industry. We reached parity and improvements on important benefits like sick-time, vacation and holidays. Retirement accruals will be second to none for our classifications and we preserved the pre-merger healthcare benefits as they applied to each pre-merger group.

Seniority applications have been merged into a single system that protects your seniority in the classification of your work and, for the first time, allows you to have seniority rights across the entire new American Airlines system. Your jobs are protected on the system and at your station and, more importantly, the work you do is protected in a way that ensures good union jobs will exist at American Airlines for generations to come.

Pay rates, overtime, holiday pay and profit sharing, taken all together, will lead the industry by any measure. Significantly, the formulas for that compensation are locked-in with iron clad language in these agreements.

We urge you to review this material, visit the Association website at twu-iam.org and the TWU and IAM websites to see the highlights, and make an educated vote – a vote that will guarantee an improved future for you and your family for a long time to come. Your negotiators are proud of these tentative agreements and so are we. Everyone involved in negotiating these contracts recommend a YES vote and encourage you to do your part by voting in the ratification.

Specific details of voting locations, the date of the vote and times are available from your local representatives, on the Association website and on the TWU and IAM websites.

Sito Pantoja
Director, TWU-IAM Association
General Vice President
International Association of Machinists
and Aerospace Workers

Alex Garcia
Vice Director, TWU-IAM Association
International Executive Vice President
Transport Workers Union of America

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PREAMBLE

This Agreement is made and entered into this [INSERT DATE] in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between American Airlines, Inc. ("American" or the "Company") and the Airline Fleet Service Employee Association TWU/IAM ("Association" or the "Union").

ARTICLE 1 - PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully for the attainment of these purposes. To further these purposes, the Company may request a meeting with the Union, or an International/District Representative of the Union may request a conference with the Company's Labor Relations Department at any time to discuss and deal with any general condition that may arise under the application of this Agreement. Within thirty (30) calendar days the parties will mutually agree on a date for such meeting.
- B. No employee covered by this Agreement will 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 Union.
- C. It is understood wherever in this Agreement employees are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.
- D. Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- E. The Company and the Union agree to comply fully with all applicable federal and state statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and the Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in a uniformed service, or status as a disabled veteran.

ARTICLE 2 - STATUS OF AGREEMENT

- 1
2
- 3 A. It is expressly understood and agreed that when this Agreement is accepted by
4 the parties and signed by their authorized representatives, it will supersede any
5 and all agreements existing or previously executed between US Airways, Inc. or
6 American Airlines, Inc. (the "Company") and any Union or individual affecting the
7 crafts or classes of employees covered by this Agreement.
8
- 9 B. It is understood and agreed that this Agreement will be binding upon any
10 successors to the present Corporation insofar as it is legally possible. In the event
11 this is not legally possible, the Company and the Union will meet prior to any
12 change and negotiate all possible protection for the employees.
13
- 14 C. The Agreement shall be binding upon the Company and any Successor, defined
15 as a purchaser, assignee or transferee of all or substantially all of the assets or
16 stock of the Company or American Airlines Group Inc., whether in a single
17 transaction or multi-step transaction. Neither the Company nor American Airlines
18 Group Inc. shall enter into an agreement with a Successor which creates a
19 Successor transaction unless the Successor agrees, in writing, as a prior
20 irrevocable condition of the Successorship transaction, that the Successor, the
21 Company and American Airlines Group Inc., and any operating airline which
22 obtains the assets of the Company will: (1) recognize and treat with the Association
23 as the representative of the crafts or classes of employees covered by this
24 Agreement consistent with the Railway Labor Act; (2) be bound by the Agreement,
25 as it may be amended pursuant to the provisions of applicable law; and (3) to
26 employ employees on the system seniority list in accordance with the provisions
27 of this Agreement.
28
- 29 D. If a successor is an air carrier, and the Successor conducts an operational merger
30 between the Company and the Successor or another air carrier, then the
31 Successor will provide the Company employees covered by this Agreement with a
32 seniority integration in accordance with the McCaskill-Bond Amendment, Pub. L.
33 110-161, Div. K, Title I, § 117, Dec. 26, 2007, 121 Stat. 2383, codified at § 42112,
34 note.

1 **ARTICLE 3 - EFFECTIVE DATE AND DURATION**
2

3 A. Effective Date

4 The provisions of this Agreement will become effective on [INSERT DOR] (the "Effective
5 Date") except as otherwise specifically stated in this Agreement.
6

7 B. Amendable Date

8 This Agreement will continue in full force and effect through and including [INSERT DOR
9 + 5 YEARS] and will thereafter renew itself without change each succeeding [INSERT
10 ANNIVERSARY OF DOR], unless written notice of intended change is served in
11 accordance with Section 6, Title I, of the Railway Labor Act, as amended (the "Act") by
12 either party at least (6) months prior to [DOR+5 years] or on any [ANNIVERSARY OF
13 DOR] thereafter.
14

15 C. Complete Agreement

16 The parties agree this is the complete Agreement negotiated between American Airlines
17 and the TWU-IAM [M&R, MLS, MTS, MCT, & FLEET] Association. No amendments to
18 this Agreement will be valid unless signed by the Vice President of Labor Relations (or
19 his/her designee) and the Director of the Association (or his/her designee). Letters of
20 Agreement (LOA), Letters of Understanding (LOU) and Memoranda of Understanding
21 (MOU) that have not specifically been agreed to in the negotiation of this Agreement shall
22 become null, void and not enforceable as of the effective date of this Agreement.

ARTICLE 4 - EFFECT ON PRIOR AGREEMENTS

- A. This Agreement will supersede and take precedence over prior Agreements, Letters, local side agreements, practices, and exceptions whether written or unwritten and similarly related documents executed between the Company and the Union prior to the signing of this Agreement.

ARTICLE 5 - PROFIT SHARING

- A. The terms of profit sharing benefits for TWU/IAM Association represented employees (which replace and supersede any previous profit sharing provisions) shall be as set forth in this Article 5.
- B. TWU/IAM Association represented employees will be eligible for annual profit sharing award payments if, for the year that the profit sharing award payment is attributable, (i) the employee received eligible earnings (under the meaning used by the current AAG profit sharing plan) from the Company for that profit sharing year and (ii) remained employed on the last day of that profit sharing year, or whose employment terminated during the profit sharing year by reason of the employee's retirement, involuntary furlough, disability, or death.
- C. For each profit sharing year, the Company will calculate profit sharing award payments as follows:
1. An amount equal to 10 percent (10%) of the dollar amount of American Airlines Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year, and, an amount equal to 20 percent (20%) of the dollar amount of AAG's Pre-Tax Earnings above \$2.5B for that year will be attributed to a profit sharing pool ("Total Profit Sharing Pool").
 2. A percentage of the Total Profit Sharing Pool will be allocated to the eligible TWU/IAM Association represented employees by dividing the total eligible earnings of the TWU/IAM Association represented employees by the total eligible earnings of all participants in AAG's profit sharing program(s) ("TWU/IAM Profit Sharing Pool").
 3. The TWU/IAM Profit Sharing Pool will be divided by the amount of all the TWU/IAM Association represented employees' eligible earnings, and the resulting quotient shall be the "payout percentage."
 4. The amount of the profit sharing award payment for each TWU/IAM represented employee who is eligible for a profit sharing award for a profit sharing year shall be the product of the payout percentage multiplied by such eligible employee's eligible earnings from the Company for the applicable profit sharing year.
- D. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings" are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under profit sharing plans and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be determined by the compensation committee of the Board of Directors in its discretion, after consultation with AAG's independent

1 auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after
2 accruals under profit sharing plans and all other incentive compensation plans or
3 agreements are taken into account.
4

5 E. Profit sharing award payments shall generally be made by March 15 of the
6 subsequent calendar year or other such date as required by applicable law.
7

8 F. The Company retains discretion over all profit sharing related matters not
9 specifically addressed in this Article.

ARTICLE 6 - RECOGNITION AND SCOPE

A. Pursuant to the National Mediation Board's certification in NMB Case No. R-7423 (May 19, 2015), the Company recognizes the Airline Fleet Service Employees Association TWU/IAM ("TWU/IAM Fleet Service Association") as the exclusive and sole collective bargaining agent, with respect to rates of pay, rules, and working conditions, for all employees of American Airlines, Inc. within the United States, its territories and possessions, covered under this Agreement as described below and in Classifications, Article 7.

B. Except as otherwise provided for in this Agreement, all fleet service work, inclusive of Ramp, Operations, Control Center (CC), and Central Load Planning (CLP) as described in this Article and Classifications and Qualifications Article 7, performed by the Company in the following forty-five (45) stations shall be performed by employees covered by this Agreement:

ATL	BWI	<u>DTW</u>	JFK	MCO	ORD	PIT	SAT	SLC
AUS	CLT	EWR	LAS	MIA	PBI	PVD	SEA	SMF
BDL	DCA	FLL	LAX	MSP	PDX	RDU	SFO	<u>SNA</u>
<u>BNA</u>	DEN	<u>IAH</u>	LGA	<u>MSY</u>	PHL	RNO	SJC	STL
BOS	DFW	JAX	MCI	ONT	PHX	SAN	SJU	TPA

1. Should the Company cease all operations at one or more of the above-listed forty-five (45) stations, it shall staff an equivalent number of station(s) that are reasonably comparable in flight activity using the average flight activity during the previous twelve (12) months from the date such closing is announced. Such replacement station(s) will also be subject to the continuing protections of this paragraph.

C. Each of the forty-five (45) stations identified above in paragraph B. shall be either a Class I or Class II station for purposes of applying this Agreement. Class I stations shall be those stations identified in paragraph C.1. below. Class II stations shall be those stations identified in paragraph C.2. below.

1. ATL, AUS, BOS, CLT, DCA, DEN, DFW, FLL, IAH, JFK, LAS, LAX, LGA, MCO, MIA, MSY, ORD, PHL, PHX, RDU, SAT, SFO, SJU, STL, and TPA will be considered Class I stations as of DOR and regardless of flight activity as measured in paragraph D.1. below, cannot be reclassified as a Class II station or subject to paragraph C.5. below.

2. BDL, BNA, BWI, DTW, EWR, JAX, MCI, MSP, ONT, PBI, PDX, PIT, PVD, RNO, SAN, SEA, SJC, SLC, SMF, and SNA will be considered Class II stations as of DOR, but could potentially become Class I stations pursuant to the process set forth in paragraph D. 1. - 3. below.

3. If any station(s) identified in paragraph B. is closed due to cessation of operations pursuant to B.1., and was operating as a Class I station at the time of closure, then any replacement station regardless of flight activity will be considered a Class I station and cannot be reclassified as a Class II station.
 4. If any station identified in paragraph B. is closed due to cessation of operations pursuant to B.1., and was operating as a Class II station then any replacement station will be considered a Class II station subject to D.1. - 3. below, unless such replacement station has more than 175 weekly departures, in which case it will be classified as a Class I station and cannot be reclassified as a Class II station.
 5. Other non-covered employees in Class II stations may perform work which comes within this Article provided such work does not exceed twenty-five percent (25%) of such non-covered employee's scheduled work hours measured on a quarterly basis. The Company will not use this provision in a manner that directly results in an increase in the number of positions in another craft or class and a corresponding decrease in the number of Fleet Service craft or class positions.
- D. Annual Departure Threshold Calculation/Change in Station Classification:
1. Each year on April 5th (beginning on April 5th of the first calendar year following the year this Agreement becomes effective) the Company will calculate a twelve (12) month annual average weekly lookback on mainline jet departures at each station (excluding Class I stations identified in paragraph C.1. above or any replacement station if designated as a Class I station). All calculations will be based on American Airlines, Inc. scheduled mainline jet departures only.
 2. Should a Class II station identified in C.2. above (or any replacement station if classified as a Class II), scheduled mainline weekly jet departures increase to more than one hundred and seventy-five (175) weekly departures based on an annual April 5th calculation, such station shall become a Class I station.
 3. If a Class II station becomes a Class I station, paragraph C.5. above will no longer apply and such station cannot be reclassified as a Class II station.
- E. New Stations
1. In addition to the forty-five (45) stations identified in paragraph B. of this Article (including any replacement station if operation ceases in one or more of the listed stations) the Company will staff Fleet Service employees at any other station(s) with a weekly average of one hundred and forty (140) or

1 more mainline jet flights pursuant to the calculation set forth in paragraph
2 D.1. above (which shall be calculated for the first time on April 5th of the
3 first calendar year following the year this Agreement becomes effective). If
4 any additional stations are insourced under this paragraph, Fleet Service
5 employees covered by this agreement will perform normal and customary
6 fleet service work as described in this Article 6, paragraph F1. - 2. and H.
7 Any other work in such new station ("New Station") may be when and where
8 so directed by the Company. Once it has been determined that a station
9 satisfies the departure threshold requiring the Company to insource such
10 station pursuant to paragraph D.1. of this Article above, the Company shall
11 insource the New Station as soon as reasonably operationally practicable.
12

13 2. All New Stations will be classified initially as Class II stations even if the
14 scheduled mainline weekly jet departures are one hundred and seventy-five
15 (175) or higher. In the next year after being designated a New Station,
16 paragraph D.2. above will apply for purposes of determining whether any
17 such New Station should be reclassified from Class II to Class I (i.e., on
18 April 5th of the following year after becoming a New Station, such New
19 Station shall be reclassified as Class I if the scheduled mainline weekly jet
20 departures are one hundred and seventy-five (175) or higher) and cannot
21 be reclassified as a Class II station.
22

23 3. If any New Station(s) falls below one hundred and five (105) weekly average
24 mainline jet departures on any annual April 5th calculation date, the
25 Company may outsource such station(s).
26

27 F. Ramp Service Work to be performed by employees covered by this Agreement
28 includes:
29

30 1. Normal and customary ramp work associated with the handling and
31 transporting of luggage and material; the loading and unloading of aircraft;
32 the delivery of baggage and Company material, operations work and work
33 associated with receipt and dispatch of mainline aircraft.
34

35 2. Fleet Service Operations work, includes normal and customary work
36 associated with the communication required to coordinate station
37 operations.
38

39 3. Normal and customary cargo warehouse work at DFW, JFK, LAS, LAX,
40 MIA, ORD and PHX, which is work associated with the sorting, handling and
41 transportation of Cargo will be performed by employees covered by this
42 Agreement. All other cargo work at these seven stations may be
43 outsourced.

- 1 4. Normal and customary cargo work at BOS, CLT and DCA that is being
2 performed as of the effective date of this Agreement will continue to be
3 performed by covered employees. At all other stations, normal and
4 customary cargo work may be performed by employees covered by this
5 Agreement or contractors.
6
- 7 5. Normal and customary deicing work at BOS, DCA, JFK, LGA and ORD will
8 be performed by employees covered by this Agreement; provided however,
9 that if the Airport Authority uses an airport wide provider (excluding another
10 air carrier) or new technology, including but not limited to an
11 automated/drive through system, the Company may outsource the work. At
12 all other stations, normal and customary deicing work may be performed by
13 employees covered by this Agreement or contractors.
14
- 15 6. Normal and customary servicing of lavatory and water systems at ATL,
16 AUS, BDL, BOS, BWI, DCA, DEN, DFW, EWR, JFK, LAS, LAX, LGA, MCI,
17 MCO, MIA, MSP, ONT, ORD, PDX, PHL, PHX, PVD, RDU, RNO, SAN,
18 SAT, SEA, SFO, SJU, SLC, SMF, STL, and TPA will be performed by
19 employees covered by this Agreement. At all other stations, normal and
20 customary servicing of lavatory and water systems work may be performed
21 by employees covered by this Agreement, or contractors.
22
- 23 7. Normal and customary catering work at CLT and PHL associated with the
24 handling, transportation and processing of in-flight meal, beverage, snack,
25 and associated supplies including the packaging of beverage kits will be
26 performed by employees covered by this Agreement up to one day prior to
27 the amendable date of this Agreement. At any time thereafter, such work
28 may be performed by employees covered by this Agreement or contractors.
29 At all other stations normal and customary catering work may be performed
30 by employees covered by this Agreement or contractors.
31
- 32 8. At PHL, CLT, PHX, DCA, LGA and LAX, regional bag transfer work from
33 mainline aircraft to any Express or Regional carrier will be performed by
34 employees covered by this Agreement to a transfer point established by the
35 Company. At all other stations, normal and customary regional bag transfer
36 work may be performed by employees covered by this Agreement or
37 contractors.
38
- 39 9. Normal and customary work related to aircraft movement, when not in
40 conflict with the Mechanic and Related collective bargaining agreement
41 including but not limited to, pushing out/towing of aircraft, brake riding and
42 other related guideman functions, performing GPU and airstarts.

- 1 G. Ramp Service work that the Company may use employees covered by this
2 Agreement to perform when and where so directed by the Company includes:
3
- 4 1. Performing minor preventative maintenance on ground equipment in non-
5 staffed GSE stations.
6
 - 7 2. Normal and customary mail work including but not limited to the sorting and
8 transporting of mail.
9
 - 10 3. Any other normal and customary ramp service work including, but not
11 limited to work for both through/turn and RON flights associated with
12 servicing mainline aircraft, including, cleaning aircraft interiors, arranging
13 passenger service and galley equipment, trash removal, changing of seat
14 covers, performing security checks, and any other station work and other
15 duties associated with the servicing of mainline aircraft.
16
 - 17 4. Normal and customary ramp service work associated with charter
18 operations in non-staffed cities.
19
 - 20 5. Normal and customary ramp service work associated with other non-
21 company aircraft, and any other station work including the operation of
22 jetways, as long as it is not in conflict with any other Collective Bargaining
23 Agreement.
24
- 25 H. Normal and Customary Control Center work to be performed by employees
26 covered by this Agreement includes:
27
- 28 1. Work associated with the communication required to coordinate station
29 operations at the following stations: BOS, CLT, DCA, DFW, JFK, LAX, LGA,
30 MIA, ORD, PHL, PHX and any future Control Centers the Company may
31 establish.
32
 - 33 2. Work associated with the execution of the daily aircraft parking plan.
34
 - 35 3. Coordinating the repositioning of aircraft and proactively monitoring turn
36 activity per Company guidelines and communicating irregularities.
37
- 38 I. Control Center work listed below that the Company may use employees covered
39 by this Agreement to perform when and where so directed by the Company
40 includes:
41
- 42 1. Ramp traffic control functions.
43
 - 44 2. Formulating responses to crew calls, including emergency landings or
45 medical emergencies or other requests associated with operational needs
46 Ramp traffic control function.

1 3. Coordinating with the Control Center Manager to determine whether to hold
2 flights for connections along with communicating all decisions to all station
3 teams.
4

5 4. Working with Customer Operations, Customer Care employees, vendors
6 and Airport Authority personnel to help reduce customer impact during
7 irregular operations.
8

9 J. Central Load Planning (CLP) work to be performed by employees covered by this
10 Agreement:
11

12 1. Normal and customary work associated with the weight and balance, takeoff
13 weights and communication of such information including preparation and
14 distribution of necessary paperwork.
15

16 2. Monitoring and updating runway, temperature and flap settings to calculate
17 aircraft performance and maximum takeoff weight.
18

19 3. Working directly with all levels of station personnel regarding
20 accommodation of customers, baggage and cargo shipments to be boarded
21 on specific flights.
22

23 4. Communicating and coordinating with other departments and vendors,
24 including Flight Dispatch, Fleet Service, Passenger Service, Fueling and
25 Flight Crews regarding fuel distribution, payload disposition, payload
26 accommodations, and runway or field conditions.
27

28 5. Issuing final load manifest and takeoff performance data to flight crews via
29 ACARS or voice.
30

31 6. Working with other departments in identifying and then complying with all
32 weight and balance related Minimum Equipment List items.
33

34 K. It is understood that the Company reserves the right to contract out work, subject
35 to the terms of this Agreement, when the Company's personnel, equipment or
36 facilities are not sufficient or available.
37

38 L. Fleet Service work covered by this Agreement will not include any regional jet
39 operations by the Company, except when and where so directed.
40

41 M. In cases of irregular airport operations, emergencies, or for the purpose of
42 instructing or training employees, employees not covered by this Agreement may
43 perform work covered by this Agreement. A situation shall not be deemed to be
44 an emergency within the meaning of this paragraph where scheduled or overtime
45 employees are reasonably available to adequately handle the requirement.

1 N. All charter flights operated by the Company in any Association represented
2 location, shall have all Fleet Service work related to such flight activity performed
3 by employees covered by this agreement.
4

5 O. Job Protection
6

7 System Job Protection
8

9 1. For the life of this Agreement, no active employee or employee on a
10 Company approved leave of absence who is covered by this Agreement
11 and whose name appears on the Association master seniority list(s) on the
12 date of ratification of this Agreement will be laid off to the street provided
13 the employee exercises his seniority to the fullest extent in accordance with
14 Article 12.
15

16 2. This provision does not guarantee Crew Chiefs protection to the Crew Chief
17 classification, but does provide protection to the basic classification.
18

19 3. System job protection shall not apply in circumstances where the
20 Company's non-compliance is caused in substantial part by conditions
21 beyond the Company's control. Conditions beyond the Company's control
22 shall include, but not be limited to: (1) an act of God; (2) a strike by any
23 other Company employee group or the employees of a commuter air carrier
24 operating pursuant to an authorized codeshare arrangement with the
25 Company; (3) a national emergency; (4) involuntary revocation of the
26 Company's operating certificate(s); (5) grounding of a substantial number
27 of the Company's aircraft; (6) a reduction in the Company's operation
28 resulting from a decrease in available fuel supply caused by either
29 governmental action or by commercial suppliers being unable to meet the
30 Company's demands; and (7) the unavailability of aircraft scheduled for
31 delivery. Item number 7 may only be triggered if the delay of delivery of
32 aircraft adversely impacts the operation such that the company is required
33 to reduce flying, necessitating a reduction in force. The duration of any
34 reduction in flying will be a consideration before any reduction in force under
35 this section.
36

37 P. Station Job Protection
38

39 1. For the life of this Agreement, the Company will provide station job
40 protection to all employees covered by this Agreement whose name
41 appears on the Association master seniority list(s) and who are active or on
42 a Company approved leave of absence as of the date of ratification of this
43 Agreement. Station job protection will apply only to the station, basic
44 classification and status (full time or part time) that the employee holds on
45 the date of ratification of the Agreement or in a station where an employee
46 transfers, bids or bumps into and there is a more junior station protected

1 employee, in the same classification, working in an active position on the
2 station seniority list.

3
4 2. This provision does not guarantee Crew Chiefs protection to the Crew Chief
5 classification, but does provide protection to the basic classification.

6
7 3. Station job protection will not apply in the event that all scheduled American
8 Airlines, Inc. flight operations cease at a station for a period of not less than
9 one year from the cessation of flights. Station job protection shall also not
10 apply in circumstances where the Company's non-compliance is caused in
11 substantial part by conditions beyond the Company's control as set forth
12 above in paragraph O. 3.

13
14 Q. Station Closing Due to Ceasing All Flight Operations

15
16 If a station is closed due to cessation of all flight operations that is not due to
17 circumstances beyond the Company's control as defined in paragraph O. 3. above,
18 and during the one-year period thereafter, the Company re-commences flight
19 operations it shall re-staff such station with employees covered by this Agreement,
20 and the following process will apply. Employees who had station protection at that
21 station at the time of closing shall be offered on a one-time basis, the first
22 opportunity to fill covered positions in classification seniority order. If an employee
23 offered such a position accepts and is returned to work at that station during the
24 one-year period, such employee shall have his original station protection
25 reinstated. If an employee offered such a position declines, such employee will
26 remain in the status and location the employee occupies at that time and any future
27 openings at the station will be filled using the Recall and Transfers and Promotions
28 articles in this Agreement (Articles 12 and 9). If a station is re-opened more than
29 one year after cessation of operations, all positions at such station will be filled
30 using the Recall and Transfers and Promotions articles in this Agreement (Articles
31 12 and 9).

32
33 R. Station Closing or Reduction in Manpower Due to Circumstances Beyond
34 Company Control

35
36 If, due to conditions beyond the Company's control as defined in paragraph O. 3.
37 above, a station is closed or employees covered by this Agreement at the station
38 are reduced and, during the life of this Agreement, such station is subsequently re-
39 opened or manpower at such station is increased employees covered by this
40 Agreement shall be recalled and the following process will apply. Employees who
41 had station protection at that station at the time of closing or reduction shall be
42 offered on a one-time basis, the first opportunity to fill covered positions in
43 classification seniority order. If an employee offered such a position accepts and
44 is returned to work at that station during the life of this Agreement, such employee
45 shall have his original station protection reinstated. If an employee offered such a
46 position declines, such employee will remain in the status and location the

1 employee occupies at that time and any future openings at such station will be
2 filled using the Recall and Transfers and Promotions articles in this Agreement
3 (Articles 12 and 9).

4 S. Parallel Operations

5
6 1. If the Company establishes any new airline or acquires a controlling interest
7 in any carrier, which operates jet aircraft, and mainline pilots on the
8 American Airlines, Inc. pilot seniority list perform revenue flying utilizing
9 such aircraft, then all covered fleet service work on such aircraft shall be
10 performed by employees covered by this Agreement list in accordance with
11 the provisions of this Article.

12
13 2. If the Company allows its code to be placed on any flight and the flight
14 utilizes jet aircraft and mainline pilots on the American Airlines, Inc. pilot
15 seniority list perform revenue flying utilizing such aircraft, then all covered
16 fleet service work on such aircraft shall be performed by employees covered
17 by this Agreement in accordance with the provisions of this Article.

18
19 The time limit for grievances filed under this Article involving contracting out of work or
20 insourcing new stations will be thirty (30) calendar days from the date on which the dispute
21 arises or which the Union reasonably should have discovered the claimed violation.

ARTICLE 7 - CLASSIFICATIONS AND QUALIFICATIONS

- A. Employees covered by this Agreement will be assigned to a workgroup within the Fleet Service Classification(s).
- B. Fleet Service workgroups will be as follows and include two (2) classifications within each.
1. Ramp
 - a. Crew Chief – Ramp
 - b. Fleet Service Agent
 2. Control Center (CC)
 - a. Crew Chief – Control Center
 - b. Control Center Coordinator
 3. Central Load Planning (CLP)
 - a. Crew Chief – Central Load Planning
 - b. Central Load Planner
- C. Fleet Service work consists of Ramp Service (including operations), Control Center (CC) and Central Load Planning (CLP). Separate duty assignments related to the work within the three workgroups may be established.
- D. The Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. In addition to being a working member of his crew, the Fleet Service Crew Chief will lead and direct the work of Fleet Service employees on his assigned crew. The Crew Chief will be responsible for the completion of paper work and reports in connection with his normally assigned duties. While he is performing such work, others will not assume his responsibilities. The Crew Chief may be required to demonstrate proper work methods, conduct classroom and/or on-the-job training (OJT), conduct meetings or indoctrinate employees in new or revised operational procedures.
- E. The Crew Chief will be responsible for the overall performance of his crew, including the timely and satisfactory completion of work assignments. He must ensure employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work and that required forms, records, reports, and other paperwork are completed legibly and correctly.
- F. In addition to the above, the Crew Chief may, upon request, assist management in areas such as, but not limited to:
- Periodic evaluation of operational requirements and performance.
 - Operational planning and scheduling.

- Evaluation of training methods and techniques.
- Evaluation of equipment, vehicles, and tools.

G. In stations where Crew Chiefs are utilized, there shall be a minimum of one Crew Chief for every twelve (12) Fleet Service Agents. This calculation shall be based upon authorized station Fleet Service headcount excluding assigned baggage runner (ABR). This assignment minimum shall not apply to the CC Coordinators or CLP work area, where there shall be no minimum. Fleet Service employees assigned to the CCC will be included in the overall number to establish the minimum number of Crew Chiefs described in this paragraph.

H. The classification of the Crew Chief may include part time Crew Chiefs. For purposes of day-to-day assignments, part time Crew Chiefs may have full time employees on their crew. In no event shall the Company utilize more than 68 Crew Chiefs on the system on a part time basis.

I. Duty assignment will be defined based on the need of service. A duty assignment may consist of a single job assignment, or a combination of two or more job assignments within a workgroup.

J. An open-time agent is an employee who bids or is assigned a schedule, based on the needs of service and may be inclusive of any workgroup, classification or duty assignment, or a mixture of classifications and duty assignments under this Agreement.

K. In the interest of cleanliness and safety, employees working in jobs in each of the workgroups and/or classifications set forth above will be required to perform, as they always have performed, those housekeeping functions incident to their job and to work area.

L. Whenever and wherever qualifying tests are used to determine the competency of an employee for transfers/promotions, along with Company interview process outlined in Article 9, if applicable, these tests will be prepared by the Company. Copies of qualifying tests and of any revised or any new qualifying tests will be furnished to the Union in soft copy form, prior to their use. When the Union has objections to any portions of any revisions or of any new qualifying tests, the objections may be discussed by the Union with the Company upon thirty (30) calendar days' notice from the date the tests are received. If agreement concerning the objections cannot be reached, the tests may be implemented, and the Union may take up the disputed points as a grievance under Article 33 of the Agreement.

ARTICLE 8 - NEW EQUIPMENT AND NEW TECHNOLOGY

The Company reserves the right to implement new technology or equipment or procedures at the time and in the manner designated by the Company. Work that falls within the scope of the Agreement associated with the operation of the new equipment or technology or procedure will be assigned to employees covered by this Agreement. When new equipment or technology is put into service by the Company, all employees affected will be trained on the new equipment or technology. Employees shall be given every opportunity with comprehensive instructions to become familiar with the new equipment or technology. If the introduction, modification or expansion of new technology or equipment or procedure will result in a direct reduction in force of Fleet Service employees, the Company will consult in advance with the Union regarding efforts to minimize the impact of such changes on affected Fleet Service employees.

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- c. The senior employee within the workgroup and status, holding recall to the location, under their former collective bargaining agreement (Recall Article 12, paragraph P. and Q.) and prior to the implementation of this Collective Bargaining Agreement, then to,
- d. The senior employee who holds Fleet Service Classification seniority, including those on furlough, with a system transfer bid on file to the location as outlined in paragraph O. of this Article then to,
- e. The senior employee, who does not hold Fleet Service Classification seniority including those on furlough, where the vacancy exists who has a system transfer bid on file, and is covered by any Association Agreement then to,
- f. A new employee.

B. Ramp Crew Chief Qualification Process

1. The Company will utilize a skills test qualification process for Crew Chiefs. New Candidates for a Crew Chief position will be required to complete the qualification skills test which will be available to all Fleet Service employees. Candidates must score 70% or above on the skills test. This qualification skills test will not apply to any employee who is currently working as a Crew Chief.
2. Employees awarded a Crew Chief position shall hold the job on a trial basis for a period of one hundred twenty (120) calendar days in order to demonstrate their ability to perform the required work. This trial period does not apply to employees who have previously held a permanent Crew Chief position.
3. All employees awarded a Crew Chief position will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be demoted as outlined below in paragraph K.
4. Employees having passed their trial period may fill another Crew Chief vacancy at another location, within their workgroup.
5. Employees, who have successfully completed the qualification skills test, will remain in the Crew Chief candidate pool as long as they maintain their Crew Chief training proficiencies.

1 C. Crew Chief Ramp Vacancies will be filled as follows:

2
3 1. A full time Ramp Crew Chief vacancy:

- 4
5 a. To the senior full-time Ramp Crew Chief within the workgroup and
6 location where the vacancy exists, who has an in-station transfer bid
7 on file, to the available duty assignment as outlined in paragraph N.
8 of this Article then to,
9
10 b. The senior full-time Crew Chief within the location, but outside the
11 Ramp workgroup, where the vacancy exists who has an in-station
12 transfer bid on file, to the available Ramp workgroup and duty
13 assignment as outlined in paragraph N. of this Article then to,
14
15 c. The senior employee in the qualified pool who holds Fleet Service
16 Classification seniority, including those on furlough, with a system
17 transfer bid on file to the location as outlined in paragraph O. of this
18 Article then to,
19
20 d. The senior employee, who does not hold Fleet Service Classification
21 seniority including those on furlough, where the vacancy exists who
22 has a system transfer bid on file, and is covered by any Association
23 Agreement then to,
24
25 e. A new employee.

26
27 2. A part time Ramp Crew Chief vacancy:

- 28
29 a. To the senior part-time Ramp Crew Chief within the Ramp workgroup
30 and location where the vacancy exists, who has an in-station transfer
31 bid on file, to the available duty assignment as outlined in paragraph
32 N. of this Article then to,
33
34 b. The senior part-time Crew Chief within the location, but outside the
35 workgroup, where the vacancy exists who has an in-station transfer
36 bid on file, to the available workgroup and duty assignment as
37 outlined in paragraph N. of this Article then to,
38
39 c. The senior employee in the qualified pool who holds Fleet Service
40 Classification seniority, including those on furlough, with a system
41 transfer bid on file to the location as outlined in paragraph O. of this
42 Article then to,
43
44 d. The senior employee, who does not hold Fleet Service Classification
45 seniority including those on furlough, where the vacancy exists who

1 has a system transfer bid on file, and is covered by any Association
2 Agreement then to,

3
4 e. A new employee.

5
6 D. Employees on level two (2) or above of the progressive discipline or attendance
7 control programs are ineligible to fill Crew Chief positions except when waived by
8 Management in concurrence with Labor Relations.

9
10 E. Control Center Qualification & Selection Process

11
12 1. The Company will utilize a skills test qualification process for Control Center
13 Coordinators. New candidates for a Control Center Coordinator position
14 will be required to complete the qualification skills test which will be
15 available to all Fleet Service employees at the time of the Job Posting.
16 Qualification skills test will remain valid for one (1) year. This qualification
17 skills test will not apply to any employee working as a Control Center
18 Coordinator on the effective date of this Agreement.

19
20 2. Candidates who score 70% or above on the skills test shall advance to an
21 interview by a panel interview committee that will be comprised of an equal
22 number of members selected by the Association and the Company. The
23 Association shall establish and maintain a list of members for each
24 Company designated location to serve on the panel interview committee
25 sufficient to ensure that there are no delays in the panel interview process.
26 The Company and Union will mutually agree to establish a standard
27 minimum passing score which will be applied to each candidate. Each
28 member of the committee will score the candidate's interview results on a
29 numerical scale. Each committee member's score will be totaled and
30 averaged to establish the candidate's total score. Panel interview scores
31 will remain valid for one (1) year. The senior candidate who passed the
32 skills test and meets the minimum passing score from the panel interview
33 will be selected by the Company.

34
35 3. Once an employee has been selected for a Control Center position, he shall
36 hold the job on a trial basis (probationary basis for new-hire employees) for
37 a period of one hundred eighty (180) calendar days in order to demonstrate
38 his ability to perform the required work. Employees who fail to meet
39 performance expectations will return to their previous location, workgroup,
40 classification, rate of pay and status.

1 F. Control Center Coordinator Vacancies

2
3 Permanent full-time or part-time Control Center Coordinator vacancies which the
4 Company decides to fill will be awarded in the following order:

- 5
6 1. The senior Control Center Coordinator, including those on furlough, with a
7 system transfer bid on file to the location where the vacancy exists.
8
9 2. The senior fleet service employee, including those on furlough, outside the
10 Control Center workgroup, with a system transfer bid on file, who is selected
11 via Company qualification and selection process, outlined in paragraph E.
12 of this Article.
13
14 3. The senior employee, including those on furlough, outside the Control
15 Center workgroup, that is covered by another Association Agreement and
16 who is selected via Company qualification and selection process, outlined
17 in paragraph E. of this Article.
18
19 4. Any other employee or new hire that is selected via Company qualification
20 and selection process outlined in paragraph E. of this Article.
21

22 G. Control Center Crew Chief Vacancies will be filled as follows:

- 23
24 1. Control Center Coordinators interested in filling Control Center Crew Chief
25 vacancies will be interviewed by a panel interview committee that will be
26 comprised of an equal number of members selected by the Association and
27 the Company. The Association shall establish and maintain a list of
28 members for each Company designated location to serve on the panel
29 interview committee sufficient to ensure that there are no delays in the panel
30 interview process. The Company and Union will mutually agree to establish
31 a standard minimum passing score which will be applied to each candidate.
32 Each member of the committee will score the candidate's interview results
33 on a numerical scale. Each committee member's score will be totaled and
34 averaged to establish the candidate's total score. Panel interview scores
35 will remain valid for one (1) year. The senior candidate who passed the
36 skills test and meets the minimum passing score from the panel interview
37 will be selected by the Company.
38
39 2. Control Center Coordinators on level two (2) or above of the progressive
40 discipline or attendance control programs are ineligible to fill Crew Chief
41 positions except when waived by Management in concurrence with Labor
42 Relations.
43
44 3. In the event the Company is not able to fill a Control Center Crew Chief
45 position with an existing Control Center Coordinator, the Company may fill
46 the position with the senior fleet service employee, including those on

1 furlough, outside the Control Center workgroup who successfully completes
2 the qualification and selection process as outlined in paragraph G. 1. above.
3

4 4. In the event the Company is not able to fill a Control Center Crew Chief
5 position with an existing fleet service employee, the Company may fill the
6 position with any Association member who successfully completes the
7 qualification and selection process as outlined in paragraph G. 1. above
8 then an external candidate or company new hire.
9

10 5. Control Center Coordinators selected for a Control Center Crew Chief
11 position shall hold the job on a trial basis for one-hundred twenty (120)
12 calendar days in order to demonstrate their ability to perform the required
13 work and will be required to have their performance evaluated prior to the
14 last day of their trial period. Employees who fail to meet performance
15 expectations will return to their previous location, workgroup, classification,
16 rate of pay and status.
17

18 6. New hire Control Center Crew Chiefs shall serve a probationary period for
19 one hundred eighty (180) calendar days.
20

21 H. Central Load Planner Qualification Process
22

23 1. The Company will utilize a skills test qualification process for Central Load
24 Planners. New Candidates for a Central Load Planning Planners position
25 will be required to complete the qualification skills test which will be
26 available to all Fleet Service employees at the time of the Job Posting.
27 Candidates must score 70% or above on the skills test. Qualifications skills
28 tests will remain valid for one (1) year. This qualification skills test will not
29 apply to any employee working as a Central Load Planning Planner on the
30 effective date of this Agreement. The senior candidate who meets the
31 minimum qualifications will be selected by the Company.
32

33 2. Employees awarded a Central Load planner position shall hold the job on a
34 trial basis (probationary basis for new-hire employees) for a period of one
35 hundred eighty (180) calendar days in order to demonstrate their ability to
36 perform the required work. Employees who fail to meet performance
37 expectations will return to their previous location, workgroup, classification,
38 rate of pay and status.

1 I. CLP Planner Vacancies

2
3 Permanent full-time or part-time CLP vacancies which the Company decides to fill
4 will be awarded in the following order:

- 5
6 1. The senior CLP employee, including those on furlough, with a system
7 transfer bid on file where the vacancy exists.
8
9 2. The senior fleet service employee, including those on furlough, with a
10 system transfer bid on file outside their workgroup, who is selected via the
11 qualification process, outlined in paragraph H. 1. of this Article.
12
13 3. The senior employee, including those on furlough, who has a system
14 transfer bid on file, is covered by another Association Agreement and who
15 is selected via the qualification process, outlined in paragraph H. 1. of this
16 Article.
17
18 4. Any other employee or new employee who is selected via the qualification
19 process, outlined in paragraph H. 1. of this Article.
20

21 J. CLP Crew Chief Vacancies will be filled as follows:

- 22
23 1. CLP Planners interested in filling CLP Crew Chief vacancies will be
24 interviewed by a panel interview committee that will be comprised of an
25 equal number of members selected by the Association and the Company.
26 The Association shall establish and maintain a list of members for each
27 Company designated location to serve on the panel interview committee,
28 sufficient to ensure that there are no delays in the panel interview process.
29 The Company and Union will mutually agree to establish a standard
30 minimum passing score which will be applied to each candidate. Each
31 member of the committee will score the candidate's interview results on a
32 numerical scale. Each committee member's score will be totaled and
33 averaged to establish the candidate's total score. Panel interview scores
34 will remain valid for one (1) year. The senior candidate who passed the
35 skills test and meets the minimum passing score from the panel interview
36 will be selected by the Company.
37
38 2. CLP Planners on a level two (2) or above of the progressive discipline or
39 attendance control programs are ineligible to fill Crew Chief positions except
40 when waived by Management in concurrence with Labor Relations.
41
42 3. In the event the Company is not able to fill a CLP Crew Chief position with
43 an existing CLP Planner, the Company may fill the position with the senior
44 fleet service employee, including those on furlough, outside the CLP
45 workgroup who successfully completes the qualification and selection
46 process as outlined in paragraph J. 1. above.

4. In the event the Company is not able to fill a CLP Crew Chief position with an existing fleet service employee, the Company may fill the position with any Association member who successfully completes the qualification and selection process as outlined in paragraph J. 1. above then an external candidate or company new hire.
 5. CLP Planners selected for a CLP Crew Chief position, shall hold the job on a trial basis for one hundred twenty (120) calendar days in order to demonstrate their ability to perform the required work and will be required to have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will return to their previous location, workgroup, classification, rate of pay and status.
 6. New hire CLP Crew Chiefs shall serve a probationary period one hundred eighty (180) calendar days.
- K. Demotion
1. Crew Chiefs who fail to demonstrate sufficient ability during their trial period will be returned to their previous location, workgroup, classification, rate of pay and status.
 2. Crew Chiefs demoted for cause will be reduced within their station to a position within their workgroup and status provided they are senior to the most junior employee in their workgroup and status in the station. Crew Chiefs demoted for cause who are not senior to the most junior employee in their workgroup and status at their station, will be displaced pursuant to Article 12, Reductions in Force. These employees are ineligible to bid for a Crew Chief vacancy or function as a temporary or an Acting Crew Chief for a minimum of twelve (12) months.
- L. Any employee, who permanently transfers from another TWU/IAM Association Agreement to this Fleet Service Agreement, will continue to receive his same hourly rate but, in no event, will his hourly rate exceed the maximum rate for the Fleet Service classification. If his hourly rate at the time of the transfer is not on the Fleet Service pay scale, he will receive the nearest higher regular rate per hour on the Fleet Service pay scale. Thereafter, the employee will progress normally on the pay scale. In the case of a transfer from a higher to a lower classification caused by a reduction in force, the above rules will apply.

1 M. Temporary Vacancies

- 2
- 3 1. Temporary full-time Agent vacancies which the Company decides to fill will
- 4 be offered as follows:
- 5
- 6 a. The senior part-time agent within the duty assignment and
- 7 workgroup.
- 8
- 9 b. The senior qualified part-time agent outside the duty assignment, but
- 10 within the workgroup.
- 11
- 12 c. Assignment of the junior qualified part-time agent in the location and
- 13 workgroup.
- 14
- 15 2. Temporary full-time Crew Chief vacancies, of an immediate need and/or
- 16 expected to be of a short duration (30 days or less), which the Company
- 17 decides to fill will be offered as follows:
- 18
- 19 a. Senior qualified agent on the shift within the duty assignment and
- 20 workgroup.
- 21
- 22 b. Senior qualified agent on the shift outside the duty assignment, but
- 23 within the workgroup.
- 24
- 25 c. Assignment of junior qualified agent on the shift within the duty
- 26 assignment and workgroup.
- 27
- 28 d. Assignment of senior agent on the shift within the duty assignment
- 29 and workgroup.
- 30
- 31 3. Temporary full-time Crew Chief vacancies, of a longer duration (31 days or
- 32 more), which the Company decides to fill will be offered as follows:
- 33
- 34 a. The senior qualified agent within the same status, duty assignment
- 35 and workgroup where the vacancy exists.
- 36
- 37 b. The senior qualified agent within the same status, but outside the
- 38 duty assignment, but within the workgroup where the vacancy exists.
- 39
- 40 c. The senior qualified part-time Crew Chief in the location and
- 41 workgroup.
- 42
- 43 d. The senior qualified part-time agent in the location and workgroup.
- 44
- 45 e. Assignment of the junior qualified agent in the location and
- 46 workgroup.

- 1 4. Temporary part-time Crew Chief vacancies, of an immediate need and/or
2 expected to be of a short duration (30 days or less), which the Company
3 decides to fill will be offered as follows:
4
5 a. Qualified senior agent on the shift, duty assignment and workgroup.
6
7 b. Assignment of junior qualified agent on the shift, duty assignment
8 and workgroup.
9
10 5. Temporary part-time Crew Chief vacancies, of a longer duration (31 days
11 or more), which the Company decides to fill will be offered as follows:
12
13 a. The senior qualified agent within the same status, duty assignment
14 and workgroup where the vacancy exists.
15
16 b. Assignment of the qualified junior agent in the location and
17 workgroup.
18
19 6. Temporary positions, of a longer duration, may be covered with temporary
20 upgrades not to exceed one (1) year. By agreement of the Company and
21 the Union, employees occupying temporary upgrades may be extended.
22 The provisions of paragraph B. 2. shall apply to temporary Crew Chiefs.
23
24 7. In the event it is necessary to eliminate a temporary position, the junior
25 employee occupying a temporary position will be reduced to his former
26 status. When the position eliminated is not occupied by the more junior
27 employee and realignment between duty assignments is necessary, that
28 realignment will be accomplished provided the more senior employee is
29 qualified. In the event of an involuntary assignment, the senior employee
30 affected may request his former position in lieu of a junior employee.
31
32 N. In-Station Transfer Bid File
33
34 1. Each covered station shall maintain a file for in-station transfer requests.
35 Employees within the location desiring transfer to a different duty
36 assignment within or outside the workgroup are required to submit transfer
37 requests on the appropriate Company form or electronic equivalent.
38
39 2. An employee with a bid on file will be awarded and required to accept the
40 position and all other in-station transfer requests on file will be discarded.
41
42 3. An employee awarded an in-station transfer is required to remain in the new
43 position and/or duty assignment for a period of six (6) months, but is eligible
44 for system transfers.

O. System Transfer Bid File

The process will be conducted on a weekly cycle as follows for all applicable workgroups:

The Company shall maintain a file for system transfer requests. Employees desiring transfer to positions in different locations, classifications, workgroups or another group within the Association are required to submit transfer requests on the appropriate Company form or electronic equivalent:

1. On Saturday of each week at 0001 CST, the Company will post an online notification list of the stations/locations declaring vacancies for that week.
 - a. The list will include the actual number of declared vacancies.
 - b. The transfer list standing will be dynamic during the week and will be shown via the online tool in seniority order.
2. The transfer list for those listed vacancies will be closed on the following Tuesday at 2359 CST and a snapshot of the list will be taken at that time.
3. The employee may add or remove his standing transfer request or change the order of preference anytime during the above timeframe (Saturday 0001 CST to Tuesday 2359 CST).
4. Any employee whose name appears on the list after Tuesday at 2359 CST may refuse the transfer by removing his name from the list by Thursday at 2359 CST.
 - a. If a ramp employee does not remove his name from the list during this forty-eight (48) hour period, and is awarded a vacancy, he will be considered to have accepted the position.
 - b. Candidates for Control Center or CLP will be notified of the date to test and interview (if applicable).
5. The employee will be notified via online tool e.g. Jetnet sign-in of the final award.
 - a. Employees will also be sent an email notification to their aa.com email address.
 - b. Once the final award has been posted and employee notified via online tool e.g. Jetnet, the Company cannot subsequently rescind the award.

- 1 c. The employee must report to the station awarded on the specified
2 date unless mutually agreed to by the Company and the Association.
3
- 4 6. Employees who are in a "lockout" will be permitted to add their name to a
5 transfer list and will be placed at the bottom of the list designated with an
6 asterisk.
7
- 8 a. Once all employees not on a lockout have been awarded, those
9 employees on lockout will be considered for the vacancy.
10
- 11 7. Employees awarded a system transfer are required to remain in the
12 awarded position and location for a period of one (1) year and all other
13 transfer requests on file will be discarded. Except that:
14
- 15 a. Part-time employees are eligible to submit system transfer requests
16 for full-time agent within the location.
17
- 18 b. Full time or part time employees are eligible for transfers (bids) to
19 Crew Chief positions, if qualified.
20
- 21 c. The Company will consider transfer requests on a case-by-case
22 basis when the hiring location is hiring outside the Company and the
23 employee meets the following criteria:
24
- 25 1. Completion of at least six (6) months of the one (1) year
26 minimum stay requirement.
27
- 28 2. Satisfactory performance.
29
- 30 3. The employee transfer does not adversely affect staffing
31 requirements in the vacating position and/or deplete
32 Company resources.
33
- 34 8. Employees who fail to complete the process in a timely manner, as outlined
35 above, and do not complete the transfer, will be considered to have
36 voluntarily resigned from the Company.
37
- 38 P. An employee may submit as many in-station or system transfer bids as they wish
39 except as otherwise provided for in this Agreement. Employees may also withdraw
40 in-station or system transfer bids electronically any time prior to being offered a
41 transfer.
42
- 43 Q. Employees on the final step of the progressive discipline or attendance control
44 programs are not eligible for any system transfers. Involuntarily furloughed
45 employees who are on the final step of the progressive discipline or attendance
46 control programs will have a one-time opportunity to be offered a system transfer

1 to a full time or part time fleet service agent position, except employees who have
2 not completed probation.
3

- 4 R. Employees transferring through the in-station or system transfer bid procedures
5 will assume the available shifts/days off in the new location, position and/or duty
6 assignment until the next schedule bid.
7

- 8 S. Probationary employees are ineligible for in-station or system transfer, except that
9 a probationary employee will receive consideration before a new employee as
10 outlined below:
11

12 The Company will consider transfer requests on a case-by-case basis from
13 probationary employees meeting the following criteria:
14

- 15 1. Completion of fifty (50) active calendar days of the one-hundred (100) active
16 calendar day probationary period for ramp employees. Completion of ninety
17 (90) active calendar days of the one hundred (180) active calendar days for
18 CLP employees and completion of ninety (90) active calendar days of the
19 one hundred (180) active calendar days for Control Center employees.
20
- 21 2. Employee has maintained a good work record.
22
- 23 3. The employee's transfer does not adversely affect staffing requirements in
24 the vacating position.
25

26 Based on these criteria, the Company reserves the right to approve transfers for
27 employees who have met these criteria.
28

- 29 T. Where the total complement of employees does not change within a station and
30 workgroup, but a reallocation of employees is required between duty assignments
31 there is no vacancy deemed to exist for system bidding purposes.

ARTICLE 10 - PROBATION

- 1
2
3 A. An employee shall be on probation for the first one-hundred (100) calendar days,
4 unless the employee transfers into the Fleet Service group from another group at
5 the Company that is represented by the Association. In the event a probationary
6 employee is granted a leave of absence, the probationary period will be extended
7 by the number of calendar days equal to the number of days on a leave of absence.
8
9 B. During probation, the employee's work schedule will be set by the Company.
10
11 C. The Company has no responsibility to re-employ any employee separated for any
12 reason during the probationary period. If any probationary employee is released
13 and then reemployed within a period not exceeding his previous service, he will be
14 credited with his prior service for purposes of all seniority as well as for purposes
15 of completing his probationary period.
16
17 D. Probationary employees are not eligible for vacation accrual or sick leave accrual
18 until completion of one-hundred (100) calendar days (or for the time period
19 extended due to a leave of absence), at which time vacation accrual and sick leave
20 accrual will be retroactive.

ARTICLE 11 - SENIORITY

- A. Company Seniority is defined as continuous service in any department and shall begin with the effective day of placement on payroll. Company seniority shall be applied to: vacation accrual, bidding of vacations periods and service awards. Adjustments to Company Seniority based on past seniority policies and/or collective bargaining agreements will remain in place. After the effective date of this Agreement, there will be no adjustments to Company seniority.
- B. All references in this Agreement to "Seniority" will mean Classification Seniority, (previously known as 'Occupational Seniority' at pre-merger American Airlines), except where specific reference is made to Company or Pay seniority.
- C. Classification Seniority is defined as continuous service in Fleet Service, in any classification group e.g. Ramp, Control Center and Central Load Planning and Crew Chiefs within each classification group. Classification Seniority will begin to accrue from the first day worked in the Fleet Service Classification and shall be applied to bidding of shifts/days off, filling of vacancies, promotions, demotions and displacements/recalls. Adjustments to Classification Seniority based on past seniority policies and/or collective bargaining agreements will remain in place. After the effective date of this Agreement, there will be no adjustments to Classification seniority, with the exception of furloughs that extend beyond five (5) years.
- D. Pay Seniority shall begin to accrue from the first day worked in the Fleet Service Classification and shall be the same as Classification Seniority for a newly hired employee. Pay Seniority may be different from Classification Seniority at locations implementing flexible starting rates. Pay Seniority will be adjusted for time lost due to various unpaid leaves of absence and unpaid suspensions extending beyond sixty (60) calendar days and furloughs that extend beyond ninety (90) calendar days. Military, Union, Overage, Unpaid Family Leave and Unpaid Occupational Injury on Duty leaves will not result in an adjustment to Pay Seniority. Adjustments to Pay Seniority based on past seniority policies and/or collective bargaining agreements will remain in place.
- E. When two or more employees have the same Classification seniority date, the employee's initial placement on the seniority list will be determined on the following tiebreakers:
1. Identical Classification Seniority - the senior employee will be the employee with the earliest Company seniority date.
 2. Identical Company Seniority - the senior employee will be the employee who has the lowest four digit number using the last four digits in his social security number.

- 1 F. An employee covered by this Agreement will lose his seniority status and his name
2 shall be removed from the seniority list under the following conditions:
3
- 4 1. He quits, resigns, or retires.
 - 5
 - 6 2. He is discharged for just cause.
 - 7
 - 8 3. He does not return from furlough within fifteen (15) days of receipt of recall
9 notice, or within fifteen (15) days of the mailing of such notice if the notice
10 is undeliverable due to the employee's failure to keep the Company
11 apprised of his current mailing address and telephone number.
 - 12
 - 13 4. He does not return from a Leave of Absence within the scheduled period.
 - 14
 - 15 5. As otherwise provided in this Agreement.
 - 16
- 17 G. All recall notices sent to furloughed employees will be delivered via certified mail,
18 return receipt, at the last address filed by the employee with the Company.
19
- 20 H. 1. Active employees accepting a position as Customer Service Managers
21 within the Customer Experience group shall retain but not accrue all
22 previous Fleet Service Classification and Pay Seniority. These employees
23 will be eligible to utilize all retained Classification Seniority to return to the
24 bargaining unit in the event of a reduction-in-force, or failure to pass
25 probation in the new position provided their retained seniority places them
26 senior to the junior full-time employee in the location. If not senior to the
27 junior full-time employee in the station, these employees will be eligible to
28 return to the bargaining unit on a system displacement. Additionally, with
29 Managing Director approval, these employees will be eligible to use
30 retained Classification and Pay Seniority to bid for system vacancies in the
31 event of a voluntary or involuntary demotion.
32
- 33 2. Managers in positions within the Customer Experience group higher than
34 Customer Service Manager shall forfeit all previous Fleet Service
35 Classification, Pay Seniority and recall rights.
 - 36
 - 37 3. Paragraph H. is also applicable to furloughed employees who accept
38 manager positions within the Customer Experience group.
39
- 40 I. 1. Employees who transfer to positions outside the bargaining unit, other than
41 those described in paragraph H. above, shall retain, but not accrue, all
42 previous Fleet Service Classification Seniority and Pay Seniority for a period
43 of six (6) months following such transfer. Employees who wish to return to a
44 Fleet Service position within six (6) months of the effective date of their
45 transfer from Fleet Service or who are affected by a reduction-in-force,
46 demotion, or failure to pass probation in the new position within this six (6)

month period, will be eligible to utilize all retained Classification Seniority to return to their former position and location provided a vacancy exists in their former classification group. Under this paragraph a vacancy is deemed to exist when the actual compliment of employees is below the authorized number and no award has been made to fill the vacancy. When no vacancy in their former location exists, employees are eligible to bid for system vacancies during the six (6) month period. Following this six (6) month period these employees shall forfeit all previous Fleet Service Classification and Pay Seniority. This paragraph is also applicable to furloughed employees who accept positions higher than a first line supervisor.

2. A furloughed Fleet Service employee who accepts a position outside the bargaining unit as a first line supervisor or below, excluding those described in paragraph H. above, will continue to accrue Fleet Service Classification Seniority for five (5) years from the date of furlough and will accrue Pay Seniority for ninety (90) calendar days from the date of furlough, and retain classification and pay seniority for the duration of their recall. Should they refuse recall, they forfeit all previous fleet service classification and pay seniority.

3. An employee having Classification seniority who moves to a position in a classification of work in another Association Agreement within the Company, will continue to accrue Classification seniority in the classification and Group from which he transferred.

J. An employee who accepts an acting assignment as a manager, supervisor or any special assignment outside the scope of the Agreement with the Company "Management Premium Rate", (MPR) will not exceed a period of three hundred and twenty (320) actual hours for all time worked in any calendar year in that assignment, either successive or cumulative. No two acting assignments of three hundred and twenty (320) hours can be made successively, i.e., within ninety (90) calendar days. The total number of hours worked, including overtime, will be included for the purposes of this section.

1. Any extension will be made only by agreement between the Company and the Union.

2. Time in a temporary or acting assignment in any calendar year will be counted toward the six (6) month retention period, outlined in paragraph I. above, if a regular assignment is accepted in that calendar year.

3. An employee who exceeds three hundred and twenty (320) actual hours in any calendar year will forfeit all Classification seniority.

4. The Company will provide to the Local Union President/General Chairman a monthly report of those employees receiving MPR, or who have received

1 MPR since the last reporting period, which shall include accumulated hours.
2

3 K. A system wide Fleet Service roster will be made available electronically. Seniority
4 lists will indicate the employee's name, payroll identification number, Classification
5 Seniority, Company Seniority, and include their domicile city. Station seniority lists
6 will also be made available electronically.
7

8 L. Employees who wish to protest any omission or incorrect posting of their seniority
9 must do so by filing a written grievance within thirty (30) days of the most recent
10 January 31st or July 31st seniority roster. Seniority protests will be strictly confined
11 to errors, changes or omissions which occurred on the most recent seniority
12 posting only. Any employee returning from a leave shall have a period of thirty
13 (30) days from the date of his return to service to file a protest.

1 **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY FURLOUGH**
2

3 A. Ramp Station Workforce Realignment
4

5 1. Full-Time Crew Chiefs
6

7 When a station reduction requires a realignment of the existing full-time
8 Crew Chief workforce between duty assignments, affected employees will
9 be permitted to bid, in Classification Seniority order, available duty
10 assignments within the station where open full-time Crew Chief lines exist.
11 If there are no open full-time Crew Chief lines, affected employees will be
12 permitted to bid, in Classification Seniority order, the lines of work occupied
13 by the station's most junior full-time Crew Chiefs. Full-time Crew Chiefs
14 who have completed their probationary period, but do not have sufficient
15 seniority to hold a full-time Crew Chief position in the location will be
16 covered by paragraph B. 2. below.
17

18 2. Part-Time Crew Chiefs
19

20 When a station reduction requires a realignment of the existing part-time
21 Crew Chief workforce between duty assignments, affected employees will
22 be permitted to bid, in Classification Seniority order, available duty
23 assignments within the station where open part-time Crew Chief lines exist.
24 If there are no open part-time Crew Chief lines, affected employees will be
25 permitted to bid, in Classification Seniority order, the lines of work occupied
26 by the station's most junior part-time Crew Chiefs. Part-time Crew Chiefs
27 who have completed their probationary period, but do not have sufficient
28 seniority to hold a part-time Crew Chief position in the location will be
29 covered by paragraph B. 5. below.
30

31 3. Full-Time Agents
32

33 When a station reduction requires a realignment of the existing full-time
34 agent workforce between duty assignments, affected employees will be
35 permitted to bid, in Classification Seniority order, available duty
36 assignments within the station where open full-time agent lines exist. If
37 there are no open full-time agent lines within the station, affected employees
38 will be permitted to bid, in Classification Seniority order, the lines of work
39 occupied by the station's most junior full-time agents. Full-time agents who
40 have completed their probationary period, but do not have sufficient
41 seniority to hold a full-time agent position in the location will be covered by
42 paragraph B. 3. below.

1 4. Part-Time Agents
2

3 When a station reduction requires a realignment of the existing part-time
4 workforce between duty assignments, affected agents will be permitted to
5 bid, in Classification Seniority order, available duty assignments within the
6 station where open part-time agent lines exist. If there are no open part-
7 time agent lines, affected agents will be permitted to bid, in Classification
8 Seniority order, the lines of work occupied by the station's junior part-time
9 agents. Part-time employees who have completed their probationary
10 period, but do not have sufficient seniority to hold a part-time agent position
11 in the location will be covered by paragraph B. 6. below.
12

13 B. System Displacements
14

- 15 1. Individuals to be furloughed or displaced shall be given at least fourteen
16 (14) calendar days' notice or ten (10) days' pay in lieu thereof. However,
17 such notice requirement may be waived in cases of an act of God, war
18 emergency, revocation of the Company's operating certificate, a grounding
19 of a substantial number of the Company's aircraft for safety reasons, or any
20 strike or picketing, causing a temporary cessation of work.
21

22 If the employee can exercise an option within their classification in station,
23 that option shall not be available to the employee out of station.
24

- 25 2. Full-Time Crew Chiefs
26

27 After station realignment of manpower has been completed as outlined in
28 paragraph A. of this Article, the affected junior full-time Crew Chiefs in the
29 location based on Classification Seniority who have completed their
30 probationary period will have the following options:
31

- 32 a. May fill a vacancy or displace, in Classification Seniority order, full-
33 time Crew Chief positions in other stations within their workgroup, or
34
35 b. Will fill a vacancy or displace, in Classification Seniority order, full-
36 time positions, within their workgroup at their station. If unable to
37 hold a full-time position at their station the employee may fill a
38 vacancy or displace, in Classification Seniority order, full-time
39 positions, within their workgroup in other stations, or
40
41 c. May fill a vacancy or displace, in Classification Seniority order, a part-
42 time Crew Chief position, within their workgroup at their station. If
43 unable to hold a part-time Crew Chief position at their station, the
44 employee may fill a vacancy or displace in Classification Seniority
45 order, a part-time Crew Chief position, within their workgroup in other
46 stations, or

- d. May fill a vacancy or displace, in Classification Seniority order, part-time positions, within their workgroup at their station. If unable to hold a part-time position at their station, the employee may fill a vacancy or displace, in Classification Seniority order, a part-time position, within their workgroup in other stations, or
- e. Accept furlough.

3. Full-Time Agents

After station realignment of manpower has been completed as outlined in paragraph A. of this Article, the affected junior full-time employees in the location based on Classification Seniority who have completed their probationary period will have the following options:

- a. May fill a vacancy or displace, in Classification Seniority order, full-time positions, within their workgroup in other stations, or
- b. May fill a vacancy or displace, in Classification Seniority order, either full-time or part-time Crew Chief positions, within their workgroup, if qualified, at their station, or
- c. Fill a vacancy or displace, in Classification Seniority order, part-time positions, within their workgroup at their station. If unable to hold a part-time position at their station, the employee may fill a vacancy or displace, in Classification Seniority order, a part-time position, within their workgroup in other stations, or
- d. Accept furlough.

4. Full-Time Coordinators/Planners

In the event of a Reduction in Force in CLP or Control Center, the affected junior full-time employees in the location based on Classification Seniority who have completed their probationary period will have the following options:

- a. May fill a vacancy or displace, in Classification Seniority order, full-time positions, within their workgroup in other stations, or
- b. May fill a vacancy or displace, in Classification Seniority order, a full-time position, within any workgroup in this agreement, if qualified at their station. If unable to hold a full-time position at their station, the employee may fill a vacancy or displace, in Classification Seniority order, a full-time position within any workgroup in this agreement, if qualified in any station, or

- c. May fill a vacancy or displace, in Classification Seniority order, either full-time or part-time Crew Chief positions, within their workgroup, if qualified, at their station, or
- d. Fill a vacancy or displace, in Classification Seniority order, a part-time position, within their workgroup at their station. If unable to hold a part-time position at their station, the employee may fill a vacancy or displace, in Classification Seniority order, a part-time position, within their workgroup in other stations, or
- e. May fill a vacancy or displace, in Classification Seniority order, a part-time position, within any workgroup in this agreement, if qualified at their station. If unable to hold a part-time position at their station, the employee may fill a vacancy or displace, in Classification Seniority order, a part-time position within any workgroup in this agreement, if qualified in any station, or
- f. Accept furlough.

5. Part-Time Crew Chiefs

After station realignment of manpower has been completed as outlined in paragraph A. of this Article, the affected junior part-time Crew Chiefs in the location based on Classification Seniority who have completed their probationary period will have the following options:

- a. May fill a vacancy or displace, in Classification Seniority order, part-time Crew Chief positions, within their workgroup in other stations or
- b. May fill a vacancy or displace, in Classification Seniority order, full-time Crew Chief positions, within their workgroup, if qualified, or full-time agent positions at their station, or
- c. Will fill a vacancy or displace, in Classification Seniority order, part-time positions, within their workgroup at their station. If unable to hold a part-time position at their station, the employee may fill a vacancy or displace, in Classification Seniority order, a part-time position, within their workgroup in other stations, or
- d. Accept furlough.

1 6. Part-Time Agents

2
3 After station realignment of manpower has been completed as outlined in
4 paragraph A. of this Article, the affected junior part-time employees in the
5 location based on Classification Seniority who have completed their
6 probationary period will have the following options:

- 7
8 a. May fill a vacancy or displace, in Classification Seniority order,
9 available part-time positions, within their workgroup in other stations,
10 or
11
12 b. May fill a vacancy or displace, in Classification Seniority order, a full-
13 time or part-time Crew Chief, within their workgroup, if qualified, or
14 full-time agent at their station, or
15
16 c. Accept furlough

17
18 7. Part-Time Coordinators/Planners

19
20 In the event of a Reduction in Force in CLP or Control Center, the affected
21 junior part-time employees in the location based on Classification Seniority
22 who have completed their probationary period will have the following
23 options:

- 24
25 a. May fill a vacancy or displace, in Classification Seniority order,
26 available part-time positions, within their workgroup in other stations,
27 or
28
29 b. May fill a vacancy or displace, in Classification Seniority order, a full-
30 time position, within any workgroup in this agreement, if qualified at
31 their station. If unable to hold a full-time position at their station, the
32 employee may fill a vacancy or displace, in Classification Seniority
33 order, a full-time position within any workgroup in this agreement, if
34 qualified in any station, or
35
36 c. May fill a vacancy or displace, in Classification Seniority order, a full-
37 time or part-time Crew Chief, within their workgroup, if qualified, or
38 full-time agent at their station, or
39
40 d. May fill a vacancy or displace, in Classification Seniority order, a part-
41 time position, within any workgroup in this agreement, if qualified at
42 their station. If unable to hold a part-time position at their station, the
43 employee may fill a vacancy or displace, in Classification Seniority
44 order, a part-time position within any workgroup in this agreement, if
45 qualified in any station, or

1 e. Accept furlough

- 2
- 3 8. Displaced employees who are awarded positions at other stations and who
- 4 refuse the award will be deemed to have resigned from the Company.
- 5
- 6 9. Displaced employees are immediately eligible to submit bids for any system
- 7 or in-station vacancy.
- 8
- 9 10. Employees who have not completed their probationary period will be
- 10 released.
- 11
- 12 11. Any employee holding seniority in another Classification in another group in
- 13 the Association may only exercise that seniority to fill any existing vacancy
- 14 in the system in the appropriate Classification.
- 15
- 16 12. In the event of a planned reduction in force where a substantial number of
- 17 employees or a substantial number of stations will be involved, the
- 18 Company will notify the Association via e-mail of the number of employees
- 19 by classification and station to be affected by the reduction in force, and a
- 20 list of known vacancies in the same classifications by location.
- 21
- 22 13. Space available transportation for the employee and for members of his
- 23 immediate family to the extent permitted by law will be furnished by the
- 24 Company to an employee changing his station under the provisions of this
- 25 Article.
- 26
- 27 14. An employee who desires to exercise his seniority as outlined above must
- 28 notify his immediate supervisor of his intention to exercise his seniority
- 29 within three (3) calendar days of receipt of notice of furlough or
- 30 displacement.
- 31
- 32 15. Employees who are on furlough shall continue to accrue seniority for a
- 33 maximum of five (5) years, and thereafter shall only maintain their seniority
- 34 status while on furlough.
- 35
- 36 16. Association represented employees who are on furlough as of the date of
- 37 ratification of this Agreement will maintain their rights until such time as their
- 38 rights are exhausted in accordance with the 2012 AA/TWU (10-year recall)
- 39 Agreement or the 2014 IAM Agreement (4-year recall).
- 40
- 41 17. Accrual of seniority for pay purposes shall not exceed ninety (90) calendar
- 42 days for employees who are furloughed.

1 **RECALL**

- 2
- 3 C. Recall following a furlough shall be by Basic Classification and workgroup. An
4 employee, who accepts furlough, may only have recall to one (1) station at any
5 given time and will have recall to that station within his classification and
6 workgroup.
7
- 8 D. An employee's recall station shall be defined as that station an employee selects
9 from any station from which he was reduced. Employees will not be permitted to
10 change their recall station unless their existing recall station is closed.
11
- 12 E. An employee on furlough status will only be recalled to his recall station, unless
13 he is awarded a bid, via the automated bid / recall system for any other vacancy.
14
- 15 F. All employees electing furlough due to a reduction in force will maintain a current
16 address and phone number with the Company. Any change in address and/or
17 phone number must be updated on Jetnet or by calling Team Member Service
18 Center at 1-800-447-2000.
19
- 20 G. In the event the Company no longer staffs employees covered by this Agreement
21 at an employee's recall station, all employees now and hereafter on furlough from
22 such station or who have selected such station as their recall station will be
23 required to select a new recall station, first from any other station from which he
24 was reduced if still active, and, if none, then from any other active station. This
25 change of designated recall station must be made in the Company's automated
26 bid / recall system within thirty (30) days of written notice from the Company.
27 Notification to the employee will be by certified or registered United States mail,
28 return receipt requested, or by United Parcel Service or equivalent, confirmation
29 of delivery requested. Failure to comply with the above will result in loss of
30 employee's seniority and employment status. Should the Company resume
31 staffing of employees covered by this Agreement into an inactive station, then the
32 employee, if reduced from that station and still on furlough, can elect through the
33 notification procedures above to designate such station as his recall station.
34
- 35 H. An employee on furlough status holding recall in more than one (1) Basic
36 Classification and workgroup, who refuses recall to one (1) of those classifications
37 in their designated recall station, will be removed from that recall list.
38
- 39 I. The Company will consider furloughed covered employees for vacancies under
40 any Association Agreement prior to hiring new employees to fill such vacancies.
41
- 42 J. Any furloughed employee accepting recall or bidding a job will return to the step
43 on the pay scale equal to his pay seniority.
44
- 45 K. Employees recalled from a furlough to their former classification shall not be paid
46 a lower rate than they were receiving prior to the furlough, unless a new contract

1 with a reduction in rates of pay shall at the time of recall be in effect between the
2 Company and the Union.
3

4 L. Should an employee who has been recalled or awarded a bid from furlough, be
5 bumped again prior to reporting to work, such employee will be allowed to again
6 exercise his seniority subject to the provisions in this Agreement. Employees in
7 this situation who are allowed to re-exercise their seniority will continue to be
8 considered in an inactive furlough status until they return to work.
9

10 M. All notices of recall which include instructions and a required report date will be
11 made in writing (telephonic notifications are acceptable if confirmed in writing) by
12 certified or registered United States mail, return receipt requested, or by United
13 Parcel Service or equivalent, confirmation of delivery requested. All employees
14 must, accept or refuse using the on-line tool within ten (10) days of the date of
15 the mailing postmark on the recall letter. An employee who has accepted recall
16 must initiate and complete the employee portion of the background and fingerprint
17 process via the on-line tool within seventy-two (72) hours (exclusive of weekends
18 and holidays) of acceptance of the recall. Any additional information requested
19 by the Company must be provided within a reasonable specified time. The
20 Company will furnish the IAM General Chair/TWU Local President or designated
21 Local Union Representative a copy of all recall letters.
22

23 N. Any employee who has been furloughed and is off payroll who fails to notify the
24 Company of acceptance/refusal within the ten (10) days, fails to initiate their
25 portion of the background and fingerprint application process within the seventy-
26 two (72) hours (exclusive of weekends and holidays) of acceptance of recall, or
27 who fails to provide any additional information requested within the specified
28 time, or who fails to return to duty on the required report date, will be
29 considered to have refused recall and will be removed from that seniority list.
30

31 O. If the employee requires an extension to any of the above time limits due to
32 extenuating circumstances, it must be requested through the Company at the
33 phone number provided in the instruction packet prior to the original deadline.
34 The Company will furnish the IAM General Chair/TWU Local President or
35 designated Local Union Representative a copy of all extension requests. The
36 Company will respond to the employee within seven (7) days, with a
37 copy to the IAM General Chair/TWU Local President or designated Local Union
38 Representative.
39

40 P. Association represented employees who hold a "recall under the 2012 AA/TWU
41 Agreement or the 2014 IAM Agreement," as of the date of ratification of this
42 Agreement, will maintain those rights until such time their rights are exhausted.
43

44 Q. An employee furloughed from a full-time position will also have recall rights to a
45 part time position in the classification and station from which he was furloughed.
46 An employee declining such recall to a part time position will not lose recall rights

1 to a full-time position at that station.

VOLUNTARY FURLOUGH

R. Eligibility

1. Full-time and part-time employees are eligible to apply for voluntary furloughs when there are employees currently possessing recall rights to their location in the same status (full-time or part-time) or during a displacement process.
2. Voluntary furloughs awarded by the Company will be awarded in seniority order within the location and status (full-time or part-time). An employee requesting voluntary furlough will be advised that the possibility of recall to their position depends on the availability of an open position, their relative seniority, and the duration of their recall rights.
3. Crew Chiefs requesting voluntary furloughs will be required to relinquish their Crew Chief positions and will be furloughed as Agents.

T. Requests

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

U. Employees awarded a voluntary furlough will:

1. Be placed on furlough and will retain recall rights for an indefinite period to a Fleet Service Agent position at the location within the status (full-time or part-time) from which they were furloughed;
2. Accrue Classification Seniority for a period of five (5) years from the effective date of furlough;
3. Be advised that, the employee may be eligible for unemployment compensation as determined by their local unemployment agency;
4. Be eligible for system transfers. Employees who are awarded a system transfer to another location will relinquish recall to the former location from which they took voluntary furlough;

- 1 5. Be eligible to apply for other Company positions. Employees on a voluntary
2 furlough who are awarded another Company position will relinquish recall
3 rights to their former group and location;
4
- 5 6. Not be entitled to any furlough allowance;
6
- 7 7. Not be eligible to submit a request for a voluntary furlough for a period of
8 twelve (12) months from the effective date of return to work from a previous
9 voluntary furlough status;
10
- 11 8. Receive payment for vacation;
12
- 13 9. Continue to be responsible for the employee's portion of applicable
14 medical/dental and life insurance premiums for a period of ninety (90) days.
15 The Company will continue to pay the Company's portion of the cost of the
16 applicable medical/dental and life insurance for a period of ninety (90) days
17 and thereafter the employee will be eligible for COBRA coverage;
18
- 19 10. Receive on-line travel benefits for the employee and eligible family
20 members for a period of twenty-four (24) months following the effective date
21 of furlough. These employees are not eligible for travel benefits on other
22 airlines and companion pass travel is not available during furlough.
23
- 24 11. An employee who has accepted voluntary furlough and who has been
25 removed from payroll will accrue pay seniority for the duration of the period
26 on furlough not to exceed five (5) years.
27

28 V. Recall from Voluntary Furlough
29

- 30 1. Employees on voluntary furloughs will be placed at the bottom of the
31 appropriate recall list for the location. Employees may have their rightful
32 position on the recall list reinstated (on the basis of applicable seniority)
33 upon written notification to the Company on the appropriate Company form
34 at least one (1) month prior to the requested effective date of reinstatement.
35 When recall is reinstated, the employees will be eligible for recall in the
36 same manner as other employees displaced from the classification and
37 location.
38
- 39 2. Employees may be recalled from a voluntary furlough if the needs of the
40 Company dictate, in inverse order of seniority. Employees who refuse recall
41 from voluntary furlough will be deemed to have resigned from the Company
42 and have their name removed from the seniority roster.
43
- 44 3. Employees accepting recall to another location will relinquish recall rights
45 to the location from which they took voluntary furlough.

1 W. Employees, with five (5) years or more of credited service, who are voluntarily
2 furloughed and who reach age fifty-five (55), may retire from voluntary furlough
3 status, provided recall rights have not expired, and receive retirement benefits (e.g.
4 medical, dental, and term pass benefits).

ARTICLE 13 - FURLOUGH BENEFITS

A. Employees who are furloughed through no fault of their own will be given two (2) weeks' notice in writing or, at the option of the Company, two (2) weeks of pay at his regular hourly rate, in lieu of such notice.

1. The requirement of notice will not apply to a furlough caused by one of the conditions outlined in paragraph B. 2. below.
2. Any employee with one (1) year or more of service who is furloughed will receive furlough allowance. The amount of furlough allowance payable under this Article to employees eligible is contained in the following table and will be based on length of compensated service with the Company from date of employment and will be in addition to all other benefits in this Agreement.
3. Full Time Computation and Method of Payment: A week of furlough allowance shall be computed on the basis of the employee's regular straight time hourly rate at the time of his employment interruption multiplied by forty (40) hours. Furlough allowance shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the employee is recalled or the furlough allowance entitlement is exhausted, whichever occurs sooner.
4. Part Time Computation and Method of Payment: A week of severance allowance is computed on the basis of the employee's straight time hourly rate, multiplied by the average number of regularly scheduled work hours per week during the preceding fifty-two (52) weeks, excluding overtime hours, extra hours and shift swap hours on or off. Furlough allowance shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the employee is recalled or the furlough allowance entitlement is exhausted, whichever occurs sooner.

<u>If employee has completed:</u>	<u>Furlough Allowance:</u>
1 year of service	1 week
2 years of service	2 weeks
3 years of service	3 weeks
4 years of service	4 weeks
5 years of service	5 weeks
6 years of service	6 weeks
7 years of service	7 weeks
8 years of service	8 weeks
9 years of service	9 weeks
10 years of service	10 weeks
11 years of service	12 weeks

12 years of service	13	weeks
13 years of service	14	weeks
14 years of service	15	weeks
15 years of service	17	weeks

B. Disallowances: Furlough benefits shall not be paid when the employee:

1. Is discharged for just cause, retires or resigns.
2. Furlough allowance will not be paid if the furlough is the result of an act of God; a national war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft for safety reasons, or a strike or picketing causing a temporary cessation of work; however, employees will be allowed to exercise all rights in Article 12 (Reduction In Force).
3. Elects to exercise any seniority, bumping or transfer afforded him under this Agreement to remain in active service with the carrier or accepts employment offered by the carrier.

C. An employee returning to the service of the Company after being on furlough shall be credited upon re-employment with any unused furlough allowance or, if it results in a greater amount, up to a maximum of five (5) weeks of furlough allowance computed as provided in paragraph A. above, and based on his prior period of service. In the event he is again furloughed under conditions entitling him to furlough allowance, he shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service, plus such amount credited to him upon re-employment.

D. Employees who are on furlough and their dependents shall continue to participate in the Company's group medical/dental and life insurance programs for a period of ninety (90) days following their last compensable day under this Agreement. During this extension of benefits, furloughed employees are responsible to continue payment of the employee's portion of the cost of applicable medical/dental and life insurance.

E. Employees involuntarily furloughed on or after the effective date of this agreement will receive on-line non-revenue travel privileges for themselves and eligible family members while on furlough for a period not to exceed three (3) years following their last compensable day under this Agreement. All other travel privileges will be governed by the Company's non-revenue travel policy.

F. Employees who have been on furlough for more than five (5) years will not be eligible for travel under the Company's sixty-five (65) Point Plan, unless the employee returns to active service for a minimum of six (6) months.

1 G. Employees, with five (5) years or more of credited service, who are furloughed and
2 who reach age fifty-five (55), may retire from furlough status, provided recall rights
3 have not expired, and receive retirement benefits (e.g. medical, dental, and term
4 pass benefits)

ARTICLE 14 - HOURS OF SERVICE

HOURS OF WORK

- A. For purposes of computing pay, the workweek shall begin at 0000 hours Monday morning, and last through and until 2359 hours Sunday evening and includes any tour of duty that begins during this period. A standard workweek will consist of five (5) scheduled workdays, and two (2) consecutive scheduled days off, except for open-time employees as described in paragraph T. of this Article and employees whose scheduled days off are Monday and Sunday, or as a result of schedule rebids or employee shift trades. The Company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days will be Saturday and Sunday.
- B. The Company, with mutual agreement from the Union, may implement work schedules in a station consisting of four scheduled workdays in a week ("four-day workweek"). Once the Company has agreement from the Union to implement four-day workweek schedules in a station, the Company will, at its sole discretion, determine which lines of work in the station may have a four (4) day workweek schedule and the time frame for implementation of any four (4) day workweek schedule. The Company may utilize a four (4) day workweek schedule in any duty assignment or for certain lines of work within any duty assignment which may be modified as determined by the Company. Either party will have the right to cancel a 4/10 schedule thirty (30) days prior to the next shift bid. Where utilized, a four (4) day workweek will consist of four (4) scheduled workdays and three (3) consecutive scheduled days off, except for those employees whose scheduled days off are Saturday, Sunday and Monday or Sunday, Monday and Tuesday.
- C. A workday shall be a twenty-four (24) hour period beginning at 0000 hours local time.
- D. All time worked shall be considered as time worked on the day during which the employee's regular shift began.
- E. Shift periods for full-time employees shall be, unless otherwise specified herein, eight and one-half (8-1/2) consecutive hours, including a one-half (1/2) hour unpaid meal period. Shifts for full-time employees working a four-day workweek shall consist of ten and one-half (10-1/2) hours, including a one-half (1/2) hour unpaid meal period.

- 1 F. Shift periods for part-time employees will be scheduled as follows:
- 2
- 3 1. A minimum of three (3) and a maximum of six and one-half (6-1/2) hours
- 4 per day for a maximum of five (5) consecutive workdays in a workweek.
- 5 When part-time employees are scheduled for five (5) or more consecutive
- 6 hours, that shift may be inclusive of a one-half (1/2) hour unpaid meal
- 7 period. No part-time employee's meal period will encompass his first hour
- 8 or his final thirty (30) minutes of work. A part-time shift exceeding six (6)
- 9 hours will be inclusive of a one-half (1/2) hour unpaid meal period.
- 10
- 11 2. No two (2) part time shifts in a duty assignment will be scheduled back-to-
- 12 back within a nine (9) hour period (e.g., no two (2) four (4) hour, no four (4)
- 13 and five (5) hour, and no two (2) four (4) hour shifts with one (1) hour break).
- 14 No two (2) part time shifts within a duty assignment will overlap for 30
- 15 minutes or less.
- 16
- 17 G. Full-time shifts will include one (1) paid fifteen (15) minute break during the first
- 18 half of the shift and one (1) paid fifteen (15) minute break during the second half
- 19 of the shift.
- 20
- 21 H. Part-time shifts of less than five (5) hours, will not contain an unpaid meal period,
- 22 but will contain one (1) paid fifteen (15) minute break during the scheduled shift.
- 23 Part-time shifts of five (5) hours, that do not contain an unpaid meal period, will
- 24 contain one (1) paid fifteen (15) minute break during the scheduled shift. Part-time
- 25 shifts of more than five (5) hours, that do not contain an unpaid meal period, will
- 26 contain two (2) paid fifteen (15) minute breaks.
- 27
- 28 I. Adverse Condition Day - When a decision is made by the Federal, State or Local
- 29 Government officials that prohibits an individual employee from reporting to work
- 30 (i.e. Travel Ban, Curfew, or State of Emergency), the employee will notify the
- 31 Company as soon as practical and the Company will approve the options listed
- 32 below.
- 33
- 34 1. An employee who is scheduled and reports to work on time will be entitled
- 35 to full pay for the day; unless the employee voluntarily agrees to, either take
- 36 the rest of the day off without pay, or the employee may use any other
- 37 compensated time off (excluding block vacation and sick) to make up his
- 38 wages for time missed when absent due to adverse conditions; or
- 39
- 40 2. Employees that report late to work will have the option to extend their shift
- 41 to fulfill their scheduled hours; or
- 42
- 43 3. Make up time (the employee will be eligible to work a like period of time on
- 44 a scheduled shift at a time selected by the employee. Such employee will
- 45 notify the company of the shift to be worked as far in advance as practicable,

1 but no later than the day prior to the shift they have selected to work. The
2 shift must be worked within thirty (30) calendar days of the absence and will
3 be paid at straight time rates); or
4

5 4. When an employee is absent due to adverse conditions and is unable to
6 report to work, he will not receive regular pay for that day. The employee at
7 his option may use any other compensated time off (excluding block
8 vacation and sick) to make up his wages for time missed when absent due
9 to adverse conditions.

10
11 5. When an employee is unable to report to work due to adverse conditions
12 for an overtime shift, the employee will not be charged overtime hours for
13 equalization purposes.
14

15 6. If any of the above applies, an employee will not be charged with an
16 absence/tardiness under the attendance control policy.
17

18 J. Airport or Facility Closure - Employees will be notified by the Company of the
19 closure and shall receive a minimum of half of their regular scheduled hours pay
20 at the regular hourly rates, unless notified that there will be no work at the close of
21 the last shift he worked, or sixteen (16) hours before the start of his regular work
22 shift, whichever period is shorter. The employee at his option may use any other
23 compensated time off (excluding block vacation and sick) to make up his wages.
24

25 K. As a result of severe weather/natural disaster, the Company may in its discretion
26 provide hotel rooms, meal vouchers and transportation to and from the hotel to
27 those employees necessary to maintain the operation.

1 **WORK SCHEDULES**

- 2
- 3 L. Work schedules will be rebid based on the needs of the service, approximately
- 4 every one-hundred-twenty (120) days, or a minimum of three (3) times per
- 5 calendar year.
- 6
- 7 1. The duration of a work schedule will not exceed five (5) months except by
- 8 mutual agreement between the Company and the Local Union.
- 9
- 10 2. The frequency of work schedules may be increased subject to the
- 11 requirements of the service or decreased by mutual agreement between
- 12 the Company and the Local Union.
- 13
- 14 3. The Company will forward to the ranking Local Union Representative a
- 15 copy of the shift bid / work schedule for the station. The shift bid / work
- 16 schedule will include scheduled shift hours and scheduled days off.
- 17
- 18 4. The Company will meet with the Local Union Representative or designee
- 19 to consider input from the Union when establishing shift schedules at each
- 20 location.
- 21
- 22 5. The Local Union Representative or designee on duty is allowed to be
- 23 present during the bidding process if not electronic, and is allowed to review
- 24 the results of the bidding process if electronic.
- 25
- 26 6. Separate work schedules will be posted for each applicable duty
- 27 assignment. Award of work shifts, including scheduled start time, shift
- 28 length, scheduled days off and work area(s) shall be based on
- 29 Classification seniority.
- 30
- 31 M. Work schedule selections between duty assignments will be combined once per
- 32 calendar year where combination (crossover) bids are currently administered or
- 33 where these combination (crossover) bids are mutually agreed upon between the
- 34 Company and the Local Union.
- 35
- 36 1. As a result of a crossover bid, the maximum amount of employees that may
- 37 crossover between departments will be limited to ten percent (10%) of the
- 38 smaller workforce, or three (3) employees, whichever is greater.
- 39
- 40 N. Employees who report for their regularly scheduled shift on their succeeding
- 41 workday with less than seven and one-half (7½) hours, as a result of working
- 42 overtime, will be paid one and one-half (1.5X) times their regular hourly rate for
- 43 their regular scheduled shift. Alternatively, employees may elect to adjust their
- 44 scheduled start time on their succeeding workday to provide an off-duty rest period
- 45 of seven and one-half (7½) hours. Employees will receive straight time pay for

1 the paid rest period and will be required to work the remaining hours of their
2 regular scheduled shift. This paragraph does not apply when the reduced rest
3 period is a result of schedule rebids or shift trades.
4

5 O. Employees will be given a minimum of fourteen (14) days' notice when a schedule
6 rebid is to take place. Work schedules are posted for bid by active employees, as
7 far in advance as practical, or a minimum of seven (7) calendar days. All
8 information and shifts relating to work schedules, work areas and days off
9 selection will be posted prior to the commencement of the selection process,
10 unless currently or otherwise agreed to between the Company and the Union.
11 Once the bidding process is completed, schedule bid awards will be posted a
12 minimum of seven (7) calendar days prior to the effective date of the new work
13 schedule. Employees unavailable to bid at their appointed bidding time, may bid
14 by proxy, or by other means established locally.
15

16 1. Active employees who fail to bid will be assigned by Classification seniority
17 an available work schedule within the duty assignment after completion of
18 the bid. Active employees who report late for bidding, but while the bidding
19 process is ongoing, will be permitted to bid on remaining available lines at
20 the time they report.
21

22 2. An employee on an authorized leave of absence or off due to occupational
23 injury will be permitted to bid in a rebid of the work schedule provided the
24 Company receives, prior to the start of the bidding period, a notice certifying
25 his return to work date which must be within thirty (30) days of the effective
26 date of the bid. If the leave is for medical reasons, the certification of return
27 to work must be signed by the employee's treating physician.
28

29 3. Employees returning to active duty from an authorized leave of absence or
30 occupational injury will be assigned to their previous duty assignment.
31 Such employees who were not permitted to bid the most current work
32 schedule may be assigned a shift and days off within their previous duty
33 assignment consistent with their seniority. If needs of service do not allow
34 the employee to be assigned a shift and days off consistent with their
35 seniority, the Company will rebid the work schedule within thirty (30) days.
36

37 P. Employees transferring or displacing into the classification or duty assignment who
38 were not permitted to bid the most current work schedule will be permitted to
39 request, but may be assigned an available work schedule (shift start times and
40 scheduled days off) within the duty assignment until the next work schedule rebid.
41

42 Q. There shall be no rotation of shifts. Except for open-time employees, all shifts and
43 days off will be fixed and will be awarded by Classification seniority. Each
44 scheduled line of work may contain multiple start times.

- 1 R. The Company will establish as necessary the number of Fleet Service Crew Chiefs
2 and Fleet Service Agents for the needs of the service on each shift in all duty
3 assignments at any station, subject to the terms of this Agreement.
4
- 5 S. Employees temporarily assigned to a higher classification shall receive the higher
6 rate of pay for all time worked in such classification. Employees temporarily
7 assigned to a lower paying classification shall not have their rates of pay reduced.
8
- 9 T. The Company will post open time lines of work with two (2) consecutive days off
10 each week, with the exception of Monday and Sunday. Where four-day work
11 weeks are implemented, open time employees may be scheduled for four (4)
12 scheduled days and three (3) consecutive scheduled days off, with the exception
13 of Saturday, Sunday and Monday or Sunday, Monday and Tuesday.
14
- 15 1. Employees designated as open-time will bid work schedules as determined
16 by management based on the needs of service. Such work may be a
17 mixture of shifts, classifications and/or duty assignments within a workweek
18 covering lost time, vacancies and vacations.
19
- 20 U. During a bid period, if it becomes necessary to temporarily adjust employees' work
21 schedules, duty assignments, scheduled start times, the following procedures will
22 apply:
23
- 24 1. When it becomes necessary to adjust scheduled start times, employees
25 subject to adjustment will be given a minimum of seven (7) calendar days'
26 notice, except in extreme emergencies. If the employee is not given
27 appropriate notice, the affected employee will be compensated at one and
28 one-half times (1.5X) his regular hourly rate for the first day on the new shift.
29
- 30 2. Employees may be reassigned between duty assignments and job
31 assignments on a given shift based on needs of the service.
32
- 33 3. The Company will identify the affected employees, considering existing
34 staffing levels in classifications, job assignments/duty assignment and
35 starting times. Schedule adjustments and reassignments involving
36 changes to shift start times will be offered to affected employees in seniority
37 order. When there are insufficient volunteers, employees will be assigned
38 in reverse seniority order.
39
- 40 4. In the event these adjustments are expected to exceed thirty (30) days in
41 duration, within the first thirty (30) days of such adjustments, the Company
42 shall post the fourteen (14) day notice for a work schedule rebid for the
43 affected duty assignment as provided in paragraph O. above.

- 1
 - 2
 - 3
5. Any temporary adjustment to an employee's scheduled start times will not eliminate any shift differential applicable to the shift to which he is regularly assigned.

1 **MEAL PERIODS**

2
3 V. Meal periods will be thirty (30) minutes, except when a longer period is agreed
4 upon between the parties.

5
6 W. Meal periods will be scheduled to begin not earlier than three (3) hours after
7 commencement of work that day and end not later than five and one-half (5-1/2)
8 hours after commencement of work that day, provided, however, that to the extent
9 applicable law requires that employees covered by this Agreement be provided
10 with different break and meal periods than are set forth in this Agreement and such
11 law cannot be waived by the parties, an employee shall be entitled to the more
12 generous break and meal period schedule provided by applicable law or this
13 Agreement. The commencement of work is from the start of the employee's
14 regular shift. In the event that a meal period has not been provided within the
15 prescribed time period, the employee is then free, if he so desires, to take his
16 uninterrupted meal period and receive an additional thirty (30) minutes pay at time
17 and a half. However, the parties recognize that in the interest of customer service,
18 an employee who is engaged in flight operations work may be required to complete
19 his assignment prior to beginning this meal period, provided the completion of his
20 assignment does not result in this meal period beginning after the sixth hour.

1 **ABSENCE FROM DUTY**
2

- 3 X. An employee unable to report for duty will, unless prevented by reasons beyond
4 his control, notify his immediate supervisor or other central point set up for
5 reporting purposes by the Company as far in advance of the scheduled starting
6 time of his shift as possible. Notwithstanding the above, an employee may flex his
7 starting time up to fifteen (15) minutes without pay or penalty to the attendance
8 record, twice per calendar year.

ARTICLE 15 - SHIFT TRADES/SWAPS

- A. An employee may trade shifts or days off with another qualified (as determined by local management) employee in accordance with the following provisions, provided, however, that to the extent applicable law requires the Company to pay any employees covered by this Agreement for shift trades at overtime wage rates and such law cannot be waived by the parties, such affected employees will not be eligible for shift trades.
- B. The request must be in writing and signed by both employees involved (or submitted electronically where a location utilizes Workbrain or a similar electronic reporting method). The request shall be submitted for approval to the immediate supervisor, or his designee, of the employee who initiates the shift trade.
- C. The Company may, at each location, establish deadlines for submitting shift trades, but such deadline will not be earlier than 4:00 p.m. local time for any shift trade to be effective the following day. Local management may approve shift trade requests outside the established deadline. Such approval shall not be unreasonably withheld.
- D. Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their regular work schedule. Failure to report to work as scheduled (No call/No show only) for a shift trade will result in an attendance occurrence or a suspension of shift trade procedures of no more than ninety (90) days.
- E. If an employee agrees to work for another employee as a result of a shift trade and later calls in sick, he will be paid for all hours, provided he has sufficient hours in his sick bank.
- F. Probationary employees are not eligible to participate under these provisions.
- G. No overtime payment will be paid to an employee as a result of working another employee's shift under these provisions.
- H. An employee who has agreed to work for another employee may trade the entire or any portion of the obligation with one (1) other employee. This shift trade will count towards the semi-annual maximum as described in paragraph L. below, and the shift cannot be further traded.
- I. Shift trades resulting in an overlap of up to one-half (1/2) hour during the first or last thirty (30) minutes of the scheduled shift may be approved subject to the needs of service.

- 1 J. Employees may work a maximum of sixteen (16) paid hours during a twenty-four
2 (24) hour period as a result of shift trades.
3
- 4 K. Employees may shift trade to work back to back double shifts (more than thirteen
5 (13) paid hours) once per workweek as outlined below:
6
- 7 1. The Company may disapprove any shift trade for any employees where the
8 Company finds that there is evidence of a pattern of abuse and/or evidence
9 that the employee's productivity, safety, or job performance is adversely
10 affected as described in K.3. below.
11
- 12 2. There must be a minimum of seven (7) hours rest between each of the
13 double shifts worked back to back.
14
- 15 3. In the event the Company finds any evidence of an adverse impact on the
16 employee's performance, productivity or safety, the employee's manager
17 shall discuss the concerns with the employee. Following the discussion,
18 should the Company again find further indications of an adverse impact to
19 the employee's productivity, safety or job performance, then the employee's
20 back to back shift trades will be suspended for six (6) months. Any
21 grievance filed as a result of the suspension of back to back double shift
22 trades will be limited to the factual question of whether the employee was
23 advised of the company concerns over the adverse impact to their
24 performance, safety or productivity and such grievance will end prior to the
25 System Board of Adjustment/Arbitration step of the grievance process.
26
- 27 L. Employees may shift trade off their regularly scheduled shift up to sixty-four (64)
28 times per each six (6) month period from January 1 through June 30 and July 1
29 through December 31.
30
- 31 M. Employee shift trades between classifications will be allowed. A Crew Chief's
32 premium pay will not be reduced as a result of a shift trade into a lower
33 classification, and he may be required to perform Crew Chief duties (utilizing a
34 Crew Chief while on a shift trade is not intended to circumvent overtime
35 procedures). A qualified agent working a shift trade for a Crew Chief will receive
36 Crew Chief premium.
37
- 38 N. Employees may trade their full shift or a portion thereof, with no more than two (2)
39 employees. The minimum partial-shift trade will be one hour. Partial trades must
40 be in one-half (1/2) hour increments. Any partial shift trade counts as one towards
41 the allowable semi-annual shift trade maximum.
42
- 43 O. Shift trade start time exchanges on the same day, and shift trades involving an
44 exchange of shifts within a thirty (30) day period, will not count toward the allowable
45 semi-annual shift trade maximum.

- 1 P. In circumstances where shift trades have been approved and where any employee
2 who is scheduled to work for another employee is unable to do so, (e.g., due to
3 leave of absence, transfer, termination, jury duty, schedule rebid, training, etc.),
4 the Company reserves the right to cancel an approved shift trade provided seven
5 (7) days' notice is given to affected employees.
6
- 7 Q. Employees will be permitted to use accrued compensatory time or Day-At-A-Time
8 (DAT) vacation to be compensated for an approved shift trade off provided the
9 employee requests the applicable time at the time the shift trade is submitted for
10 approval. These shift trades will not count toward the semi-annual shift trade
11 maximum.
12
- 13 R. Employees may not shift trade to work while on a vacation day.
14
- 15 S. The number of shift trades off semi-annually afforded to employees covered by
16 this agreement will not be more restrictive than those afforded to any other group.

ARTICLE 16 - COMPENSATION

During the period of this Agreement, the rates of pay for the workgroups covered by this Agreement will be in accordance with the Wage Schedules as specified below:

The chart hourly rates of pay as set forth in this Article shall be effective on the first Monday after the date of ratification.

An employee's base pay will mean the chart rate plus any applicable premiums and/or differentials and will apply to the calculation of pay for any overtime application, vacation pay, holiday pay, sick leave pay, travel pay, field work, furlough or severance pay, sick leave conversion to an HRA and pay for occupational illness or injury (OJI).

A. Ramp Service Agent

<u>YOS</u>	<u>DOR</u>	<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
0-1	\$15.23	\$15.53	\$15.84	\$16.16	\$16.48
1-2	\$15.79	\$16.11	\$16.43	\$16.76	\$17.10
2-3	\$16.63	\$16.96	\$17.30	\$17.65	\$18.00
3-4	\$17.73	\$18.08	\$18.44	\$18.81	\$19.19
4-5	\$19.05	\$19.43	\$19.82	\$20.22	\$20.62
5-6	\$20.55	\$20.96	\$21.38	\$21.81	\$22.25
6-7	\$22.15	\$22.59	\$23.04	\$23.50	\$23.97
7-8	\$23.66	\$24.13	\$24.61	\$25.10	\$25.60
8-9	\$25.04	\$25.54	\$26.05	\$26.57	\$27.10
9-10	\$26.80	\$27.34	\$27.89	\$28.45	\$29.02
10-11	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54
11-12	\$32.29	\$32.94	\$33.60	\$34.27	\$34.96

B. Central Load Planner

<u>YOS</u>	<u>DOR</u>	<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR+36</u>	<u>DOR+48</u>
0-1	\$17.92	\$18.28	\$18.65	\$19.02	\$19.40
1-2	\$18.80	\$19.18	\$19.56	\$19.95	\$20.35
2-3	\$20.56	\$20.97	\$21.39	\$21.82	\$22.26
3-4	\$21.76	\$22.20	\$22.64	\$23.09	\$23.55
4-5	\$23.02	\$23.48	\$23.95	\$24.43	\$24.92
5-6	\$24.39	\$24.88	\$25.38	\$25.89	\$26.41
6-7	\$25.99	\$26.51	\$27.04	\$27.58	\$28.13
7-8	\$27.58	\$28.13	\$28.69	\$29.26	\$29.85
8-9	\$29.59	\$30.18	\$30.78	\$31.40	\$32.03
9-10	\$31.60	\$32.23	\$32.87	\$33.53	\$34.20
10-11	\$39.36	\$40.15	\$40.95	\$41.77	\$42.61

1 C. Step progression will become effective on the employee's pay seniority
2 anniversary date.

3
4 D. Future year general increases to pay, already included in `s A and B above, will be
5 applied on the first day of the first pay period following the effective date of the
6 increase.

7
8 E. Crew Chiefs will receive \$2.20 per hour premium above the applicable chart rates
9 listed above. The premium will increase to \$2.40 per hour beginning the first day
10 of year four (4) of this Agreement (DOR +36).

11
12 F. Control Center Coordinators (CC) will receive \$3.20 per hour skill premium above
13 the applicable Ramp Service Agent chart rates listed above.

14
15 G. Flexible Starting Rates

16
17 1. In the event that the Company, in its sole discretion, finds that any or all of
18 its starting pay rates (YOS 0-1) as specified in this Article, are non-
19 competitive with local market starting rates for similarly situated jobs, the
20 Company may hire applicants in any classification at any station at rates of
21 pay higher (YOS 1-2) through the maximum hourly rate in the applicable
22 pay scale) than those starting rates specified in this Article. As market
23 conditions change, the Company may, in its sole discretion, change its
24 designated starting rate. Such designated starting rate may be higher or
25 lower than previous designated starting rates; however, such starting rate
26 may not be lower than (YOS 0-1) nor higher than the maximum hourly rate
27 in the applicable pay scale.

28
29 2. In those stations where higher starting rates of pay are designated in
30 accordance with this Article, all employees in that classification(s) at that
31 station who are receiving less than the new designated starting rate of pay
32 will have their rate of pay concurrently increased to the new designated
33 higher starting rate for that classification(s) in that station.

34
35 3. An employee receiving a flex rate of pay will remain at that pay step on the
36 pay scale until such time that his seniority reaches a point that would allow
37 him to advance to the next step.

38
39 4. An employee who transfers to or from a station which has an adjusted
40 starting rate of pay for his classification will have his rate of pay adjusted
41 upward or downward to conform to the rate of pay received by an employee
42 with the same Pay seniority as his, at his new station. Such adjusted rate
43 may not be less than (YOS 0-1) nor higher than the maximum hourly rate in
44 the applicable pay scale.

1 5. It is understood and agreed that the effective dates of step increases and
2 other changes in pay rates are determined by the employee's pay seniority.
3

4 H. In the event a payday falls on a Federal Reserve Bank legal holiday, the Company
5 will make every effort to have paychecks prepared and distributed on the day
6 preceding such legal holiday.
7

8 I. Employees will be paid bi-weekly on Fridays. An itemized statement will be
9 included setting forth all wages, overtime and listed deductions for the pay period.
10

11 J. An employee who permanently transfers at his own request to another workgroup
12 (Ramp, CCC or CLP) as provided in this Agreement will continue to receive his
13 same hourly rate but, in no event, will his hourly rate exceed the maximum rate for
14 the workgroup/classification to which he transferred.
15

16 1. If he transfers to or from a station with an adjusted starting rate of pay for
17 his classification, he will have his rate of pay adjusted to conform to the rate
18 of pay received by an employee with the same pay seniority as his at his
19 new station, prior to being slotted onto the new pay scale.
20

21 2. If his hourly rate at the time of such transfer is not the same as any regular
22 rate per hour for the workgroup to which he transferred (Ramp, CCC
23 or CLP), he will immediately receive the nearest higher regular rate per
24 hour for such classification.
25

26 3. Thereafter, the employee shall progress on the normal progression scale
27 in the new workgroup/classification. In the case of a transfer from a higher
28 to a lower workgroup/classification caused by a reduction in force under this
29 Agreement, the above rules will apply.
30

31 K. An employee who permanently transfers at his own request to another
32 classification of work as provided in any other Association Agreement will continue
33 to receive his same chart hourly rate but, in no event, will his chart hourly rate
34 exceed the maximum rate for the classification to which he transferred.
35

36 L. If his chart hourly rate at the time of such transfer is not the same as any regular
37 chart rate per hour for the classification to which he transferred, he will
38 immediately receive the nearest higher chart regular rate per hour for such
39 classification. Thereafter, the employee shall progress on the normal progression
40 scale in the new classification. In the case of a transfer from a higher to a lower
41 classification caused by a reduction in force under this Agreement, the above rules
42 will apply.

ARTICLE 17 - SHIFT DEFINITION/DIFFERENTIAL

A. Shifts are defined based on the scheduled starting time, as follows:

1. Shift 1: Employees scheduled to report to work at or after 0600, but before 1200. An employee assigned to Shift 1 will not receive a shift differential.
2. Shift 2: Employees scheduled to report to work at or after 1200, but before 1800. An employee assigned to Shift 2 will receive a shift differential of fifty-one cents (.51¢) per hour.
3. Shift 3: Employees scheduled to report to work at or after 1800, but before 0600. An employee assigned to Shift 3 will receive a shift differential of fifty-eight cents (.58¢) per hour.

B. An employee will receive the shift differential applicable to the shift to which he is regularly assigned. The applicable shift differential will be included with the employee's chart rate in the calculation of pay for overtime, vacation, holiday, shift trade/swap, sick leave benefit and benefits paid for absence due to an occupational illness or injury compensable under the applicable Workers' Compensation law.

C. An employee assigned to a work schedule that includes a combination of Shift 1 and Shift 2 during a workweek will receive fifty-eight cents (.58¢) per hour shift differential. An employee assigned to a work schedule that includes a combination of Shift 3 with either Shift 1 or Shift 2 during a workweek will receive sixty-one cents (.61¢) per hour shift differential.

ARTICLE 18 - OVERTIME

- A. The Company shall determine the number of overtime hours to be worked. Overtime hours are defined as additional hours worked at the Company's request, over and above an employee's scheduled hours and does not refer to rate of pay.
- B. Where the Company determines that overtime is required, such overtime will be offered to qualified employees on an equalized basis to those employees who are signed up. All eligible employees will be considered available for overtime.
- C. The Company will maintain two (2) voluntary overtime lists for each duty assignment and classification: one (1) list for those employees volunteering to work less than four (4) hours of anticipated overtime, which shall be referred to as the "shift extension overtime list;" and one (1) list for those employees volunteering to work four (4) hours or more of voluntary overtime, which shall be referred to as the "overtime list". Only those employees signed up on the above lists will be contacted. The Company will establish the method by which the employees make themselves available and will be proffered the overtime. Separate lists will be maintained for Crew Chiefs.
- D. Employees will be equalized for actual overtime hours worked and, if signed up on the overtime lists, for actual overtime hours offered and refused and for those overtime hours for which the signed up employee could not be contacted, up to a maximum of sixteen (16) hours per day. Employees who do not sign up on the overtime list will not be charged any hours eligible to work for the purpose of equalization unless they work the overtime. Daily overtime totaling less than thirty (30) minutes will not be charged for equalization purposes.
- E. All overtime shall be computed in one (1) minute increments. When an employee works overtime in conjunction with his regular shift, he will be entitled to a minimum of one (1) hour of overtime at the applicable rate to complete an assignment and perform other assignments. The one (1) hour minimum will not be subject to any overtime sign-up/distribution rules, seniority, or equalization. An employee who completes the assignment and elects to leave prior to the one (1) hour minimum, will be compensated for the time actually worked.
- F. Shift extension is overtime which is anticipated to be less than four (4) hours. Shift extension overtime will be offered to those employees whose shift begins or ends closest to, but within four (4) hours, of the expected overtime need.
1. Shift extension will be offered to employees who are signed up on the availability list on an equalized basis in the following order:
 - a. Employees in the workgroup, duty assignment and classification.

- 1 b. Qualified employees in the workgroup and classification, but outside
2 the duty assignment.
3
4 c. Employees in the workgroup and duty assignment, but outside the
5 classification.
6
7 d. Qualified employees in the workgroup, but outside the duty
8 assignment and classification.
9
10 e. Qualified employees outside the workgroup, duty assignment and
11 classification.
12
13 2. Upon exhausting the shift extension overtime list, overtime will be offered
14 to:
15
16 a. Employees in the duty assignment who were not signed up on the
17 overtime list, but volunteer to work the overtime.
18
19 b. Qualified employees outside the duty assignment who were not
20 signed up on the overtime list, but volunteer to work the overtime.
21
22 c. Mandatory assignment as described in paragraph Y. of this Article.
23
24 G. In addition to the shift extension, employees who are offered shift extension which
25 is not continuous with their regular shift will be paid from the end of their shift to
26 the beginning of the shift extension, or from the end of the shift extension to the
27 beginning of their shift.
28
29 H. Overtime which is four (4) work hours or more will be offered first to full-time
30 employees.
31
32 1. Overtime will be offered to employees who are signed up on the availability
33 list on an equalized basis in the following order:
34
35 a. Full time employees in the workgroup, duty assignment and the
36 classification.
37
38 b. Qualified full time employees in the workgroup and classification, but
39 outside the duty assignment.
40
41 c. Full time employees in the workgroup and duty assignment, but
42 outside the classification.
43
44 d. Qualified full time employees in the workgroup, but outside the
45 classification and duty assignment.

- e. Qualified full time employees in the classification, but outside the workgroup and duty assignment.
 - f. Qualified full time employees outside the workgroup, duty assignment and classification.
 - g. Qualified part time employees in the workgroup and duty assignment.
 - h. Qualified part time employees in the workgroup, but outside the duty assignment.
 - i. Qualified part time employees outside the workgroup and duty assignment.
2. Upon exhausting the overtime list, overtime will be offered to:
 - a. Employees in the duty assignment who were not signed up on the availability list, but volunteer to work the overtime.
 - b. Qualified employees outside the duty assignment who were not signed up on the availability list, but volunteer to work the overtime.
 - c. Mandatory assignment as described in paragraph Y. of this Article.
- I. Employees are considered eligible for overtime except when:
 1. Not available to work the entire overtime period. A one-half (1/2) hour overlap of the scheduled shift and overtime period shall be permitted except when needs of service do not permit. The one-half (1/2) hour overlap will be paid as part of the regular shift, and will not be considered part of the overtime shift;
 2. Scheduled off for an entire shift for vacation, voluntary time off (VTO), training, authorized Company business, authorized Union business, jury duty, compensatory time, sick leave (paid or unpaid), any type of leave of absence (paid or unpaid), suspension (paid or unpaid), bereavement leave, occupational injury leave (paid or unpaid), or mandatory reservist training with orders. In these instances, employees will be ineligible for the entire day except that they may volunteer to work prior to mandatory assignment overtime;
 3. Not qualified to perform the overtime work offered.
 4. The acceptance of overtime will result in less than seven and one-half (7.5) hours of rest prior to the start of the employees next regularly scheduled

shift. However, these employees will be eligible for overtime and short turn pay in accordance with Article 14 N. once the overtime lists are exhausted.

- J. Open-time employees, on a scheduled work day, are considered for overtime within the classification and duty assignment they are working. An open-time employee on a scheduled day off will be considered available for overtime offered within the duty assignment the employee last worked on a regularly scheduled work shift except that shift trades are not considered.
- K. Transferred employees including change of station, in-station transfers, part-time to full-time, full-time to part-time and new employees, will use the average overtime hours in their new duty assignment for the purpose of equalization.
- L. If two or more employees have the same equalization within the provisions as outlined in paragraphs F. and H. of this Article, the overtime will be offered to the senior employee.
- M. When conditions change which would no longer necessitate the overtime that has been awarded to an employee, such overtime may be canceled provided a minimum of four hours' notice is given. In the event overtime is canceled with less than four hours' notice, the employee awarded the overtime shift will be offered to work a minimum of four (4) hours or the duration of the overtime period offered, whichever is less, at the applicable rate. This provision is not applicable to same day shift extension overtime which may be canceled at any time.
- N. When an error in overtime distribution is discovered four (4) hours or less prior to the start of the overtime shift, the employee originally awarded the overtime shift will be offered to work a minimum of four (4) hours, or the duration of the overtime period offered, whichever is less, at the applicable rate. In addition, the Company will attempt to contact the correct employee in accordance with paragraphs P. and Q. below who will be offered to work the original overtime shift.
- O. Employees who accept overtime will have thirty (30) minutes in which to relinquish the award. Following the thirty (30) minute period, employees will be responsible to work the overtime shift. Employees who accept overtime may not trade this obligation with another employee.
- P. Overtime equalization lists will be reset quarterly to zero and maintained by duty assignment. The quarterly resets will occur prior to offering overtime for January 1, April 1, July 1, and October 1. Employees' names shall be listed in classification seniority order on all overtime equalization lists. Overtime equalization lists will be posted in each station on a daily basis.
- Q. Prior to making an overtime call, the Company will make available to the Union Representative a copy of the appropriate overtime distribution list. When no Union Representative is present, a copy of the list will be made available to the Crew

Chief. Once the list has been made available, the Company will proceed to call overtime.

1. Employees will be contacted at the phone number on the overtime lists, or may accept overtime in advance as described in 1.c. below. It will be the employee's responsibility to ensure that these lists have the correct phone number indicating that the employee is to be contacted.

a. In the event of a no-answer or a voicemail answer for an employee who is on duty, the company will attempt to contact the employee at work and provide the employee a period of ten (10) minutes in which to respond. While the Company is attempting to contact the employee, it will continue to distribute available overtime shifts, but will reserve a number of like overtime shifts (same shift start time and duration) equal to the number of no-answers for on-duty employees, until each ten (10) minute time period expires.

b. In the event of "no answers" or "voicemail answers" for employees off-duty, a second call will be made prior to calling the next employee on the list. The Company will continue the overtime calling process but will leave a voicemail. Should an off-duty employee return the overtime call, he will be permitted to accept any remaining available overtime.

c. Employees may also accept overtime by indicating an auto-accept on the overtime list. The auto-accept option will only be available for overtime offered for future dates (i.e., auto-accept will not be available if the overtime is for the same day). It shall be the responsibility of an employee who has auto-accepted to check by a method designated by the Company, with input from the Association, to determine if overtime has been assigned.

2. When overtime is offered, the Company will make every effort to advise the employee of the duty assignment and where practical the work area within the duty assignment.

R. Upon request from the Union, the company will provide the record of overtime hours charged, calls made, time of the call, person calling, number called and response. Overtime hours will be charged at the time of proffer and will be posted daily.

S. If an employee(s) was bypassed for overtime, he will be paid the equal number of hours bypassed at the applicable rate. The bypass payment will be limited to only the employee(s) who should have been offered the overtime, based solely on the information on the overtime call sheets which are used at the time of the overtime distribution. The employee(s) will be charged the appropriate hours for equalization

1 purposes. An employee(s) who was not signed-up for overtime, cannot be
2 considered bypassed.
3

4 T. The Company may prohibit any employee from working overtime where it would
5 result in more than sixteen (16) continuous hours, excluding unpaid meal periods.
6 Employees who have worked sixteen (16) continuous hours may not be assigned
7 additional overtime unless such overtime is due to an emergency situation.
8

9 U. A daily overtime qualifier will be used to determine overtime rates on work days.
10 Workdays are defined as regularly scheduled or "shift trade worked" days.
11

12 1. There will be a minimum daily eight (8) hour overtime qualifier which must
13 be satisfied prior to being eligible for overtime rates for hours worked at
14 Company request on a scheduled workday. Employees are paid straight
15 time rates for regularly scheduled hours worked and shift trade hours
16 worked, regardless of the length of the shift.
17

18 2. The daily qualifier for determining overtime eligibility will include all regularly
19 scheduled hours worked, plus any shift trade hours worked, and additional
20 hours offered by the Company worked at straight time rates up to a
21 combined maximum of eight (8) hours.
22

23 3. After the daily overtime qualifier has been met, additional hours worked at
24 the Company request will be paid at one and one-half times (1-1/2 x) the
25 regular hourly rate for the first four (4) hours worked, and two (2) times the
26 regular hourly rate for all hours thereafter.
27

28 V. A weekly overtime qualifier will be used to determine overtime rates on days off.
29 Days off are defined as "regularly scheduled" or "shift trade off" days.
30

31 1. There will be a weekly forty (40) hour overtime qualifier which must be
32 satisfied prior to being eligible for overtime rates on any day off.
33

34 2. The forty (40) hour weekly overtime qualifier will include regularly scheduled
35 hours worked, additional hours offered by the Company worked at straight-
36 time rates, authorized union business hours, paid vacation hours including
37 day-at-a-time vacation (DAT), paid compensatory time off, plus shift trade
38 hours worked.
39

40 3. After the weekly overtime qualifier has been met, overtime will be paid at
41 one and one-half times (1-1/2 x) the regular hourly rate up to eight (8) hours
42 on an employee's first day off of overtime worked and two (2) times the
43 regular hourly rate for all overtime hours worked thereafter, except as
44 provided for in items 4 and 5 below.

- 1 4. Employees must work a minimum of four (4) hours at time and one-half (1-
2 1/2 x) on their first regularly scheduled day off in order to be paid two (2)
3 times the regular hourly rate for all overtime hours worked on their second
4 (or third) regularly scheduled day off. If the employee has not worked four
5 (4) hours at time and one-half (1-1/2 x) on his first scheduled day off, he will
6 be paid one and one-half times (1-1/2 x) his regular rate until he completes
7 such four (4) hours on his second or third regularly scheduled day off. If an
8 employee works on his second scheduled day off without having worked his
9 first scheduled day off he will be compensated for that day as though it were
10 the first scheduled day off.
11
- 12 5. After the weekly qualifier has been met, employees who shift trade to be off
13 and who work overtime on that day off, shall be paid a maximum rate of
14 time and one-half (1-1/2 x) for the first eight (8) hours of overtime worked
15 and two (2) times the regular rate for all overtime worked thereafter.
16
- 17 W. An employee who shift trades into a duty assignment different from their scheduled
18 duty assignment will be considered for overtime based upon their originally
19 scheduled duty assignment.
20
- 21 X. A one-half (1/2) hour unpaid meal period will be provided to an employee working
22 an overtime shift in excess of five and one-half (5-1/2) hours. An employee working
23 overtime will not be required to work more than two (2) hours continuously after
24 the regular work period without being permitted an unpaid meal period.
25
- 26 Y. Mandatory Assignment of Overtime
27
- 28 Mandatory overtime will only be used when the Company determines it is essential
29 to meet the minimum needs of service and all voluntary options will be exhausted
30 prior to utilizing mandatory overtime.
31
- 32 1. Required coverage period of four (4) hours or less.
33
- 34 When the required coverage period is expected to be four (4) hours or less,
35 the additional hours will be assigned to employees in reverse order of
36 seniority, in the following order.
37
- 38 a. Part-time employees in the workgroup and duty assignment whose
39 shifts begin or end within one (1) hour of the required coverage
40 period.
41
- 42 b. Full-time employees in the workgroup and duty assignment whose
43 shifts begin or end within one (1) hour of the required coverage
44 period.

- c. Qualified part-time employees in the workgroup, but outside the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- d. Qualified full-time employees in the workgroup, but outside the duty assignment whose shifts begin or end within one (1) hour of the required coverage period.
- e. Qualified part-time employees outside the workgroup whose shifts begin or end within one (1) hour of the required coverage period.
- f. Qualified full-time employees outside the workgroup whose shifts begin or end within one (1) hour of the required coverage period.
- g. If no employees fall within the above parameters, then the distribution procedure described in 2 below, will apply.

In the above situations, employees may actually be assigned hours in excess of four as a result of the start/end time of their shift and the start/end time of the required coverage period. When this occurs, it is not a violation of this section of the article so long as the required coverage period was expected to be four hours or less.

2. Required coverage period in excess of four (4) hours.

When the required coverage period is expected to be in excess of four (4) hours, the additional hours, will be assigned to eligible employees in reverse order of seniority in the following order.

- a. Part-time employees in the workgroup and duty assignment.
- b. Qualified part-time employees in the workgroup, but outside the duty assignment.
- c. Full-time employees in the workgroup and duty assignment.
- d. Qualified full-time employees in the workgroup, but outside the duty assignment.
- e. Qualified part-time employees outside the workgroup.
- f. Qualified full-time employees outside the workgroup.

1 3. Rotation of Mandatory Assignment
2

3 A rotation method for the assignment of mandatory overtime may be
4 established locally when the Company determines that mandatory overtime
5 may be frequently required during specified periods of time. The rotation
6 method used will be mutually agreed to by the Company and the Union.
7

8 4. The Company will make reasonable efforts to give employees a minimum
9 of two (2) hour notice for mandatory overtime.

ARTICLE 19 - FIELD WORK

- A. When an employee is required to perform work away from his station on his regularly scheduled workdays, he will be paid at least eight (8) hours at his regular hourly rate for each regularly scheduled workday while away from his station, whether traveling, on call or working.
- B. When an employee is required to perform work away from his station on his scheduled day off, he will be paid at least eight (8) hours' compensation at overtime rates, whether traveling, on call or working.
- C. An employee required to travel in excess of eight (8) hours will be compensated for all travel time required in accordance with Article 18. Compensated travel will be considered as time worked.
- D. When an employee is required to perform work away from his station on a day during which he reported to work at his station, all continuous time, whether traveling or working, will be computed as working time for all purposes.
- E. A period of seven and one-half (7-1/2) hours or more during which an employee is not traveling or working will break the continuity of paid hours for overtime purposes.
- F. During such assignment, the employee will, while away from his station, be paid a per diem in keeping with Article 20 for meals and actual reasonable expenses for lodging and transportation. All expenses must be approved and paid for by the Company. Whenever receipts are not provided, the employee will be paid in accordance with Company policy.
- G. At those stations where there is no existing procedure governing the assignment of field work, such a procedure will be established.

ARTICLE 20 - TRAINING, TRAVEL PAY AND MEAL PER DIEM

- A. Employees are required to attend and successfully complete training programs sponsored by the Company. Non-probationary employees who fail training programs will be eligible to repeat the program one time.
- B. The following provisions will apply to employees who fail to successfully complete Fleet Service training programs required by the Company:
1. If the training was required as a result of a voluntary transfer, the employee will be returned to his original station and work assignment and will be assigned a schedule.
 2. If the training was required as a result of an involuntary displacement, the employee may file a transfer to any assignment within Fleet Service. In the event the employee is unable to successfully transfer under these provisions, he will be placed on furlough status.
- C. Employees who do not successfully complete training will be prohibited from transferring to any vacancy requiring the same training curriculum for a period of one (1) year following the employee's return date.
- D. The Company will schedule employees to attend training programs during their normal shift when it is operationally possible. When not operationally possible, employees will be compensated at the applicable rate for any training.
1. Employees will be allowed sufficient time during regular work hours to accomplish web based training. If not operationally possible, the employee will be compensated for hours completing any web based training at the applicable rate.
- E. Training normally will be scheduled to provide at least seven (7) calendar days' notice to employees affected; except in the event of training required to meet unanticipated conditions such as airworthiness directives, fleet campaign directives and vendor instructions. This provision will not require such notice to employees exercising seniority under Article 12 (Reductions in Force).
- F. The Company may reassign employees to different shifts and days off when required to attend training when a minimum of seven (7) calendar days' notice is provided.

1 G. Compensation for Training

- 2
- 3 1. Full-time employees required to attend training on a scheduled workday will
- 4 receive pay for the actual classroom hours, plus any hours worked. Where
- 5 actual classroom hours, plus hours worked, exceed the full-time employee's
- 6 regularly scheduled paid hours for the day (8 or 10 hours), employees will
- 7 be compensated at the applicable rate.
- 8
- 9 2. Full-time employees attending training on a scheduled day off will be paid
- 10 the number of actual classroom hours, at the applicable rate with a minimum
- 11 of eight (8) hours. When a full-time employee is required to complete
- 12 training on his day off and completes it in less than 8 hours, the full-time
- 13 employee will be required to continue training to complete the 8 hour time
- 14 period unless the employee consents to less time and in such a situation
- 15 will be paid the actual number of classroom hours.
- 16
- 17 3. Part-time employees attending training on a scheduled workday will be paid
- 18 the number of actual classroom hours, at the applicable rate.
- 19
- 20 4. Part-time employees attending training on a scheduled day off will be paid
- 21 the number of actual classroom hours at the applicable rate with a minimum
- 22 of four (4) hours. When a part-time employee is required to complete
- 23 training on his day off and completes it in less than 4 hours, the part-time
- 24 employee will be required to continue training to complete the 4-hour time
- 25 period unless the employee consents to less time and in such a situation
- 26 will be paid the actual number of classroom hours.
- 27

28 H. Employees required to attend training away from the geographic location of their

29 station are compensated for travel time as outlined below. Travel time in this

30 Article will begin sixty (60) minutes before the scheduled departure of the flight

31 actually taken by the employee (or any earlier flight for which he stood by) and will

32 end thirty (30) minutes after the actual gate arrival at the airport of destination.

33

- 34 1. Full-time employees traveling to and/or attending training away from the
- 35 geographic location of their station on a scheduled workday will be
- 36 compensated for a minimum of their regularly scheduled paid hours for the
- 37 day (8 or 10 hours). If the travel time plus actual classroom time plus any
- 38 hours worked exceeds the regularly scheduled paid hours for the day (8 or
- 39 10 hours), travel time will be compensated at the applicable rate.
- 40
- 41 2. Part-time employees traveling to and/or attending training away from the
- 42 geographic location of their station on a scheduled workday will be
- 43 compensated for the minimum hours they were scheduled for that day at
- 44 the straight time rates. If the travel time plus actual classroom time plus any
- 45 hours worked exceeds the employees' regularly scheduled hours, they will
- 46 be compensated at the applicable rate.

1 3. Employees required to travel on a scheduled day off will be compensated
2 for travel time at the applicable rate.
3

4 I. The Company will provide round trip positive space travel, per Company policy, on
5 Company aircraft to and from the training assignment. Upon the employee's
6 request, the Company will also provide round trip space positive travel, per
7 Company policy, on Company aircraft to and from his residence or his station on
8 his days off while on training assignments away from his station. Such employee
9 will not be entitled to hotel or other expenses away from his station during periods
10 of time he has returned to his residence or his station.
11

12 J. Meal Per Diem Payments
13

14 1. An employee involved in field service, special assignments or training
15 away from his station will receive an hourly per diem allowance of two
16 dollars and thirty cents (\$2.30) per hour domestic and two dollars
17 eighty cents (\$2.80) per hour international to cover all incidental expenses
18 (excluding lodging and transportation cost) incurred during such
19 assignments; with an increase of five cents (\$.05) per hour on January 1st of
20 each year. The per diem allowance will commence sixty (60) minutes
21 prior to the departure time of the employee to field service, special
22 assignment or training and will cease at the employee's return time to the
23 employee's home base plus thirty (30) minutes. The time of departure and
24 return will be provided by the employee and included on his expense
25 statement for such assignments. Such employee will not be entitled to the
26 foregoing hourly per diem during periods of time he has returned to his
27 residence or station inclusive of travel time during personal time off from
28 field service, special assignment or training.
29

30 2. For International field service, where the employee's total reimbursable
31 meal and incidental expenses (as established by Company Policy) exceed
32 his total daily per diem allowance and upon submission of actual receipts,
33 the employee shall be reimbursed up to an amount equivalent to the
34 difference between his total daily per diem allowance and the amount
35 provided for under the M&IE rates published by the State Department
36 (www.state.gov).
37

38 K. When the Company provides training at a station on a new type aircraft, equipment
39 or component parts, employees at the station regularly performing the work
40 involved will normally be assigned to the training in order of their seniority, to the
41 extent of the number required, where the training is deemed necessary for their
42 regular work assignment.

1 L. Where a training period results in less than seven and one half (7.5) hours rest
2 prior to the employee's regular shift in the succeeding workday (short turn), an
3 employee will be paid in accordance with the provisions of Article 14 N.

ARTICLE 21 - ISSUANCE OF SIDA BADGE

Renewing SIDA Badge

1. Employees who renew a SIDA badge at a station shall be permitted to complete the renewal process during their regularly scheduled shift if the SIDA office is open during those shift hours. If an employee's regularly scheduled shift is other than when the SIDA office is open, the employee shall be paid at straight time for the time required to process the application during their off-duty hours.

If the renewal of an employee's SIDA badge is delayed and the SIDA badge expires, the employee shall be placed on a personal leave of absence with reinstatement rights for SIDA access for up to ninety (90) days, unless extended by the Company on the basis of extenuating circumstances.

Obtaining a New SIDA Badge

2. Upon notification of transfer or bid award, the Company will provide the employee with a phone number, email address, and the name of the employee's point-of-contact at their new station. The employee will then contact the new station's point-of-contact within three (3) business days for instructions/paperwork necessary to get the new SIDA badge. The employee must immediately notify his existing manager that he contacted his new station point-of-contact.
3. The Company will provide necessary paperwork and/or arrange positive space transportation to the new station within seven (7) business days of the employee making contact with the new station. Should the Company fail to provide necessary paperwork and/or arrange positive space transportation within seven (7) business days of the employee making contact with the new station and notifying his existing manager, the employee will be paid at time and one half for all normal straight time hours worked until the above requirements are met.
4. When an employee is required to obtain his SIDA badge, he will be afforded time during his regularly scheduled shift. If an employee is required to obtain his SIDA badge outside of his regularly scheduled shift, he will be compensated at straight time rates. Employees required to travel to obtain their SIDA badge will be compensated for the minimum hours they were scheduled for that day at straight time rates. If the travel time exceeds the employee's regularly scheduled hours or travel is on his scheduled day off, he will be compensated at straight time rates.
5. The employee will continue working in his current position at his current station for a time sufficient to allow for the processing of his SIDA badging in his new work location.

- 1 6. Following completion of the fingerprinting and SIDA application at his new station,
2 the employee must present verification to his supervisor at his current station that
3 the procedure is complete and he will transfer to the new location in accordance
4 with Article 9.
5
- 6 7. No employee will incur any cost associated with the initial issue or timely renewal
7 of Company or associated Airport/Base required ID badges.
8
- 9 8. An employee who cannot obtain a SIDA badge at his new station, but can maintain
10 his SIDA badge at his current station, will be allowed to remain in his existing
11 classification and pay status in his bid position at his current station. If an
12 employee cannot maintain his SIDA badge at his current station, the employee
13 shall be placed on a personal leave of absence with reinstatement rights for SIDA
14 access for up to ninety (90) days, unless extended by the Company on the basis
15 of extenuating circumstances.
16
- 17 9. Other expenses incidental to the transfer will be borne by the employee.

ARTICLE 22 – HOLIDAYS

A. Employees will observe the following holidays each year: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The actual day on which the holiday falls will be observed as the holiday.

1. If a holiday falls on an employee's day off, that employee will be paid in accordance with paragraphs D. or F. below.
2. The Company shall give at least seven (7) days' notice of any reduction in the required complement on any of the foregoing holidays.
3. When a full scheduled crew is not required to work on a holiday, employees will be offered the holiday off on the basis of Classification seniority within the Classification, duty assignment and starting time of the shift. Once the reduced complement is achieved, if the Company then finds it necessary to increase the complement, those employees in the duty assignment who were not afforded an opportunity to work by reason of such reduction will be asked to work first in order of Classification seniority within the Classification, duty assignment and shift and prior to utilizing the overtime list.
4. For pay purposes, the holiday period shall be the twenty-four (24) hour period beginning at 0000 local time and will include all consecutive time worked for any shift begun during this period.
5. Employees receiving furlough allowance will not receive holiday pay.
6. For employees who regularly work an eight (8) hour schedule, in addition to the eight (8) hours straight time pay for the holiday, employees who are scheduled to work on a holiday shall be paid at the rate of one and one half times (1 ½) for the first eight (8) paid hours worked.
7. For employees who regularly work a ten (10) hour schedule, in addition to the ten (10) hours straight time pay for the holiday, employees who are scheduled to work on a holiday shall be paid at the rate of one and one half times (1 ½) for the first ten (10) paid hours worked.
8. For Part Time employees scheduled to work on a holiday, holiday pay will be equal to the number of straight time hours they were scheduled to work on that day. In addition to the straight time pay for the holiday, employees shall be paid at the rate of one and one half times (1 ½) for the scheduled hours worked.

- 1 9. Employees who work more than their scheduled hours (overtime) on a
2 holiday, will be paid at the applicable overtime rate as described in Article
3 18 plus straight time pay for the holiday for all additional hours worked on
4 such holiday.
5
- 6 10. Part Time Employees who work more than their scheduled hours on a
7 holiday, will be paid at the one and one half (1 ½) rate plus straight time pay
8 for the holiday for any additional hours worked up to eight (8) hours. If a
9 Part Time employee works more than eight hours on a holiday, he will be
10 paid the applicable overtime rate as described in Article 18 plus straight time
11 pay for the holiday for all additional hours worked.
12
- 13 11. Employees working a shift swap on the holiday will be paid the rate of one
14 and one half (1 ½) times their regular rate of pay while working on the
15 holiday.
16
- 17 12. In order to be paid for holidays that fall during a given month, employees
18 must be in an active pay status (all hours paid) for eighty (80) hours (full
19 time employees) or forty (40) hours (part time employees) in such month.
20 For purposes of this paragraph, time spent on unpaid FMLA, military, and
21 occupational injury leaves shall count towards the eighty (80) or forty (40)
22 hour requirement.
23
- 24 B. An employee who is required to work (scheduled to work) may, at his option and
25 upon notification to his supervisor, elect to work the holiday at the one and one half
26 (1 ½) times rate and receive eight (8) or ten (10) hours at his regular straight time
27 rate deposited into his compensatory bank.
28
- 29 C. Part Time employees who are required to work (scheduled to work) may, at their
30 option and upon notification to their supervisor, elect to work the holiday at the one
31 and one half (1 ½) times rate and the number of hours they were scheduled at their
32 regular straight time rate deposited into their compensatory bank.
33
- 34 D. Employees not scheduled to work or scheduled to work but not required to work
35 on the above mentioned holidays, will be compensated for the day equal to the
36 number of regularly scheduled hours at their regular straight time rate, or may at
37 their option, deposit such hours into their compensatory bank.
38
- 39 E. Part Time employees scheduled to work but not required to work on the above
40 mentioned holidays, will be compensated for the day equal to the number of
41 regularly scheduled hours at their regular straight time rate, or may at their option,
42 deposit such hours into their compensatory bank.

- 1 F. Part Time employees on a scheduled day off on the above mentioned holidays will
2 be compensated for the day equal to the average number of regularly scheduled
3 hours for the week at their regular straight time rate, or may at their option, deposit
4 such hours into their compensatory bank.
5
- 6 G. Employees working additional hours at Company request (overtime) on a holiday
7 who have not met overtime qualifiers as defined in Article 18 will be paid one and
8 one half (1 ½) times their hourly rate until qualifiers are satisfied, plus straight time
9 for the holiday pay for all hours worked. Once employees have met their overtime
10 qualifiers, they will be paid at the applicable overtime rate as described in Article
11 18 plus straight time Holiday Pay for all hours worked on such holiday.
12
- 13 H. Compensatory days may be taken in half (1/2) day increments.
14
- 15 I. The maximum number of compensatory time to be accrued will be one hundred
16 forty (140) hours. Thereafter, no further accrual will be allowed, and the employee
17 will be paid for such holiday as described in this article above.
18
- 19 J. Request for compensatory time off must be submitted subject to local policy and
20 will be granted based on needs of service.
21
- 22 K. The priority for the granting of compensatory time off will be as follows: Day-at-a-
23 Time (DAT) vacation, then compensatory day off.
24
- 25 L. Upon separation from the Company for any reason, any unused accrued
26 compensatory time will be paid at the employee's then current rate of pay. In case
27 of the death of an employee, the amount due shall be paid to his legal heir or
28 representative.
29
- 30 M. An employee on active pay status who is scheduled to work on a holiday and fails to
31 work due to illness shall receive Holiday Pay equal to the hours they were scheduled
32 to work at their regular straight time rate as described above and will not be required
33 to utilize his/her sick bank. The unscheduled absence will be an attendance
34 occurrence.

ARTICLE 23 - VACATIONS

A. All employees covered under this agreement will earn vacation in the current year (Vacation Accrual Year), based on Company seniority for use in the subsequent calendar year (Vacation Usage Year).

B. In the vacation accrual year, employees will accrue vacation days into the Future Vacation Days balance. For each month that Future Vacation Days are accrued the employee will also accrue vacation hours into the Future Vacation Hours balance. The Future Vacation Days balance will determine how many vacation days an employee will have to use in the Vacation Usage year. Future Vacation Hours will determine how many hours of compensation an employee will be paid for each vacation day used in the Vacation Usage year.

C. During the first calendar year of service, full-time employees earn one (1) Future Vacation Day and eight (8) Future Vacation Hours for each calendar month of employment, up to a maximum of ten (10) days and eighty (80) hours, provided they meet the accrual criteria as outlined in paragraph F. below.

During the first calendar year of service, part time employees earn one (1) Future Vacation Day and Future Vacation Hours, equal to their average scheduled shift length or a minimum of five (5) Vacation hours for each calendar month of employment up to a maximum of ten (10) days and a maximum of eighty (80) hours, provided they meet the accrual criteria as outlined in paragraph G. below.

Complete Months of Service as of January 1st	Future Vacation Days	Full Time Future Vacation Hours	Part Time Future Vacation Hours
1	1	8	Minimum of five (5) hours up to average scheduled shift length
2	2	16	Minimum of five (5) hours up to average scheduled shift length
3	3	24	Minimum of five (5) hours up to average scheduled shift length
4	4	32	Minimum of five (5) hours up to average scheduled shift length
5	5	40	Minimum of five (5) hours up to average scheduled shift length
6	6	48	Minimum of five (5) hours up to average scheduled shift length
7	7	56	Minimum of five (5) hours up to average scheduled shift length
8	8	64	Minimum of five (5) hours up to average scheduled shift length

9	9	72	Minimum of five (5) hours up to average scheduled shift length
10	10	80	Minimum of five (5) hours up to average scheduled shift length
11	10	80	Minimum of five (5) hours up to average scheduled shift length
12	10	80	Minimum of five (5) hours up to average scheduled shift length

D. Probationary employees are not eligible for vacation credit or accrual until completion of probation, at which time accrual will be retroactive.

E. Following the employee's first calendar year of service, the amount of vacation earned increases as the employee completes the years of service designated in the chart below:

1. Full-Time Employees

Vacation accrual in year 2020 and 2021 for use in 2021 and 2022

Completed Years of Service	Monthly Future Vacation Days	Max Yearly Future Vacation Days	Monthly Future Vacation Hours	Max Yearly Future Vacation Hours
1	1 day	10 days	8 hours	80 hours
4	1.5 days	15 days	12 hours	120 hours
11	2.0 days	20 days	16 hours	160 hours
24	2.5 days	25 days	20 hours	200 hours
29	3.0 days	30 days	24 hours	240 hours

Full-Time Employees

Vacation accrual in year 2022 for use in 2023 and all years thereafter

Completed Years of Service	Monthly Future Vacation Days	Max Yearly Future Vacation Days	Monthly Future Vacation Hours	Max Yearly Future Vacation Hours
1	1 day	10 days	8 hours	80 hours
4	1.5 days	15 days	12 hours	120 hours
11	2.0 days	20 days	16 hours	160 hours
17	2.5 days	25 days	20 hours	200 hours
24	3.0 days	30 days	24 hours	240 hours

2. Part-Time Employees
Vacation accrual in year 2020 and 2021 for use in 2021 and 2022

Completed Years of Service	Monthly Future Vacation Days	Max Yearly Future Vacation Days	Monthly Future Vacation Hours	Max Yearly Future Vacation Hours
1	1 day	10 days	Minimum of five (5) hours up to average scheduled shift length	Up to 80 hours
4	1.5 days	15 days	Minimum of five (5) hours up to average scheduled shift length	Up to 120 hours
11	2.0 days	20 days	Minimum of five (5) hours up to average scheduled shift length	Up to 160 hours
24	2.5 days	25 days	Minimum of five (5) hours up to average scheduled shift length	Up to 200 hours
29	3.0 days	30 days	Minimum of five (5) hours up to average scheduled shift length	Up to 240 hours

Part-Time Employees
Vacation accrual in year 2022 for use in 2023 and all years thereafter

Completed Years of Service	Monthly Future Vacation Days	Max Yearly Future Vacation Days	Monthly Future Vacation Hours	Max Yearly Future Vacation Hours
1	1 day	10 days	Minimum of five (5) hours up to average scheduled shift length	Up to 80 hours

4	1.5 days	15 days	Minimum of five (5) hours up to average scheduled shift length	Up to 120 hours
11	2.0 days	20 days	Minimum of five (5) hours up to average scheduled shift length	Up to 160 hours
17	2.5 days	25 days	Minimum of five (5) hours up to average scheduled shift length	Up to 200 hours
24	3.0 days	30 days	Minimum of five (5) hours up to average scheduled shift length	Up to 240 hours

- F. It is understood that vacation accruals shall be due from January 1, after the employee completes required specified years of service period.
- G. A full-time employee must have eighty (80) paid hours (All Paid Hours) in a month to accrue Future Vacation Days for the month. A part-time employee must have forty (40) paid hours (All Paid Hours) in a month to accrue Future Vacation Days for the month. Time spent on unpaid FMLA, Military, Union and Occupational injury leaves shall count towards the eighty (80) hour or forty (40) hour requirement. Employees receiving furlough allowance will not be eligible to accrue Future Vacation Days. For the first sixty (60) calendar days employees on an unpaid Medical or Personal leave will be eligible to accrue vacation as if active full-time eighty (80) hour requirement and part-time forty (40) hour requirement.
- H. Vacations will be bid separately for full-time and part-time employees and will be awarded based on Company seniority. Vacation bids may be bid separately by classification and/or duty assignment.
- I. Prior to the vacation bidding selection process, the Company shall determine the total number of weeks accrued for all employees within each vacation bid area. Once that number is determined, with DAT days included, it will be divided by fifty-two (52) to determine the weekly liability. Within each vacation bid area, the number of Fleet Service employees off each week during the following year, will be no less than thirty (30%) percent of the weekly liability in a vacation bid area.

1 If the total accrued weeks are fifty-two (52) or less in a vacation bid area a minimum
2 of one (1) employee shall be allowed off during each week of the following year.

3
4 J. Vacations will be bid in full week increments on a single round basis and will be
5 posted with all weeks beginning on Mondays.

6
7 K. Employees will be required to bid a minimum of two (2) weeks' vacation annually.
8 Vacation days in excess of ten (10) can be taken as DAT days as provided below.
9 Prior to bidding vacation for the following year, employees will be required to
10 designate the number of vacation weeks they will bid and the number of DAT days
11 they will set aside. DAT days can be used in full day increments only.

12
13 L. If a holiday falls within an employee's vacation period, he will receive holiday pay
14 in addition to vacation pay.

15
16 M. Awarded vacation periods will be scheduled concurrent with the employee's
17 regularly scheduled days off. These vacation periods will be assigned before or
18 after the scheduled days off, so that the majority of the vacation days fall during
19 the week that was awarded. Regularly scheduled days off for an open-time
20 employee for an awarded vacation period will be Saturday and Sunday the week
21 prior to and the week of their vacation period.

22
23 N. Trading of vacation periods is not permitted. Bid vacation periods may not be
24 cancelled unless another vacation period can be simultaneously awarded.

25
26 O. The Company will provide the Union with a listing of all of the vacated vacation
27 weeks. Based on the needs of service, the Company will offer, at least once per
28 quarter, vacation periods that are or become available. The available vacation
29 period will be awarded to the senior employee in the vacation bid area who
30 submits a bid for that week. This provision will not apply when the Company has
31 less than 30 days' notice of such vacated vacation period.

32
33 P. The Company will honor an employee's awarded or assigned vacation period that
34 falls within the first (30) days of his report date as a result of being transferred,
35 recalled/re-employed or involuntarily displaced to a different station or different
36 vacation bid area. The employee may be required to reschedule their awarded
37 vacation period(s) that are scheduled beyond the first thirty (30) days of the report
38 date. If sufficient vacation weeks are not available, the Company will make every
39 effort to designate additional weeks sufficient to accommodate the employee's
40 remaining vacation or at the employee's option, convert to DAT days.

- Q. Vacation hours not taken during the calendar year will be paid. Vacation will be paid by the end of January of the following calendar year at the employee's regular hourly rate of pay on December 31st from the preceding year.
- R. DAT vacation requests must be submitted in writing by the employee no less than seven (7) days prior to the requested day off. DAT vacation requests will be awarded based on the needs of service in seniority order within the classification, duty assignment and shift, no later than three (3) days prior to the day requested.
- S. DAT designation must be submitted no later than October 1st for the following calendar year. The Company shall post available vacation weeks by October 15th. Employees shall complete their bid by November 15th and the Company will post the vacation awards by December 1st.
- T. Employees will be eligible to bid the number of weeks according to the chart below when their Future Vacation Days are equal to or exceed the minimum accrual in accordance with their Company seniority. Five (5) Future Vacation Days must be available in order for the employee to bid a week of vacation. If an employee has not yet reached their maximum Future Vacation Days accrual, based on their seniority level by the time of vacation bidding for the Vacation Usage year, estimated vacation accrual for the remaining year will be added to the year to date Future Vacation Days up to the maximum.

Completed Years of Service Vacation accrual in year 2020 and 2021 for use in 2021 and 2022	Maximum Number of Weeks Eligible to Bid in Vacation Usage Year	Minimum Future Vacation Days Accrual Needed to Bid Full Weeks
1	2 weeks	10 days
4	3 weeks	15 days
11	4 weeks	20 days
24	5 weeks	25 days
29	6 weeks	30 days
Example: An employee with ten (10) years of completed service has accrued twelve (12) Future Vacation Days. That employee will be eligible to bid two (2) weeks of vacation and two (2) days can be used as DAT.		

Completed Years of Service Vacation accrual in year 2022 for use in 2023 and all years thereafter	Maximum Number of Weeks Eligible to Bid in Vacation Usage Year	Minimum Future Vacation Days Accrual Needed to Bid Full Weeks
1	2 weeks	10 days
4	3 weeks	15 days
11	4 weeks	20 days
17	5 weeks	25 days

24	6 weeks	30 days
Example: An employee with ten (10) years of completed service has accrued twelve (12) Future Vacation Days. That employee will be eligible to bid two (2) weeks of vacation and two (2) days can be used as DAT.		

- 1
- 2 U. Employees who fail to bid will be bypassed. Bypassed employees who report late
- 3 for bidding will be permitted to select from any remaining open vacation weeks at
- 4 the time they report for bidding. Bypassed employees who fail to report for bidding
- 5 during the bid process will be assigned vacation weeks from the remaining open
- 6 vacation weeks.
- 7
- 8 V. An employee on an authorized leave of absence as defined in this Agreement, or
- 9 off due to occupational injury on the date of the annual vacation bid will be
- 10 permitted to bid vacation provided they give the Company notice of their intent to
- 11 bid by October 1st. Employees who do not bid will be permitted to bid on remaining
- 12 available weeks of vacation upon their return.
- 13
- 14 W. No employee will be required to use his vacation while on OJI. Upon an
- 15 employee's return from an OJI, the employee will choose from open vacation
- 16 periods, if any exist. Vacations not able to be accommodated by reassignment to
- 17 an open week by the end of the calendar year will be paid out by the end of January
- 18 in the following calendar year.
- 19
- 20 X. Upon an employee's termination, retirement, reduction in force, or resignation from
- 21 the Company, provided he gives two (2) weeks' notice, unused accrued vacation
- 22 and compensatory time will be paid at the employee's current regular hourly rate
- 23 of pay.

ARTICLE 24 - SICK LEAVE

- A. Employees earn sick leave hours per calendar month up to a maximum of eighty (80) sick leave hours per year for full-time employees and fifty (50) sick leave hours per year for part-time employees. There will be a maximum accrual cap of one thousand six hundred (1,600) hours in an employee's sick leave bank. A full-time employee must have eighty (80) paid hours (All Hours Paid) in a month to accrue sick leave for the month. A part-time employee must have forty (40) paid hours (All Hours Paid) in a month to accrue sick leave for the month. For purposes of this paragraph, time spent on Military, Occupational Injury leaves, or unpaid FMLA leaves shall count towards the eighty (80) hour requirement for full-time employees and forty (40) hour requirement for part-time employees. Employees receiving furlough allowance will not be eligible to accrue sick leave.
1. Full-time employees accrue eight (8) hours of sick leave for each month whether working a five (5) day, or a four (4) day workweek and regardless of the shift length.
 2. Part-time employees accrue five (5) hours of sick leave for each month, regardless of the shift length or number of days scheduled in the workweek.
- B. Except as specified in this Article, only hours absent due to illness or injury of the employee which are not compensable under the applicable Workers' Compensation Laws will be paid for from his allowed sick leave. Payment will be based on the employee's regular hourly rate. Employees shall be paid at 100% beginning the first (1st) day of any illness provided they have sick leave remaining in the bank.
- C. During an illness, the number of hours paid will be charged against the accumulated hours. For each succeeding month of service, eight (8) hours will be credited for full-time and five (5) hours credited for part-time to the employee until the total credit again reaches one thousand six hundred (1,600) hours. Sick leave usage within a pay period and sick bank balance will be reflected on the employee's pay stub.
- D. Employees who have more than, one thousand six hundred (1,600) hours in their sick bank as of DOR, will be grandfathered and will not accrue sick leave until such time their sick leave bank drops below one thousand six hundred (1,600) hours.
- E. An employee unable to report for duty will, unless prevented by reasons beyond his control, notify his immediate supervisor or other central point set up for reporting purposes by the Company as far in advance of the scheduled starting time of his shift as possible.

- 1 F. The employees and the Union recognize their obligation of being truthful and
2 honest in preventing unnecessary absences or other abuses of sick leave
3 privileges. Employees may be required to present confirmation of illness and the
4 Company reserves the right to require, when in doubt of a bona fide claim, a
5 physician's certificate to confirm such sick claim. Abuse of sick leave privileges
6 may subject the employee to disciplinary action up to and including termination.
7
- 8 G. The intended purpose of the sick leave benefit is to protect the earnings of the
9 employee during necessary absence from work due to illness or injury, and to aid
10 the employee in meeting bills when sickness or injury have temporarily taken away
11 his ability to work.
12
- 13 H. During an employee's absence due to an occupational illness or injury
14 compensable under the applicable Workers' Compensation Law, he will receive
15 from the Company the following benefits:
16
- 17 1. For the first twenty (20) work days absent, the difference between his
18 regular hourly rate of pay and Worker's Compensation payments, if any;
19
 - 20 2. At the conclusion of the period referred to in (1) above, an employee
21 drawing Workers' Compensation may, at his option, draw upon his
22 accrued sick leave up to the extent of his accrual at the rate of up to one
23 half regular pay. However, the sum of his Workers' Compensation weekly
24 payments plus his sick pay benefits will not exceed the employee's regular
25 weekly pay. Corresponding deductions will be made from his available
26 sick leave accrual.
27
 - 28 3. These benefits will be in lieu of any other payment provided for in this
29 Article for all absences due to the same illness or injury.
30
- 31 I. Upon separation from the Company, an employee will be paid nine-dollars and
32 twenty cents (\$9.20) for each hour of accrued sick leave in her/his sick bank.
33
- 34 J. To the fullest extent permitted by law, this Agreement shall operate to waive the
35 provisions of any sick leave laws that are inconsistent with the terms of this
36 Agreement, and shall supersede and be considered to have fulfilled all
37 requirements of such laws. To the extent applicable law is inconsistent with the
38 terms of this Agreement, and such law is not waivable, an employee shall be
39 entitled to the more generous sick leave protections provided by applicable law or
40 this Agreement.

ARTICLE 25 - LEAVES OF ABSENCE

A. All requests for leaves of absence, or extensions, shall be submitted to the Company, in writing on the proper form. The Company will provide a monthly report to the Local Committee/TWU Local President listing the employees covered by this Agreement who are on a leave of absence.

B. **Personal Leave of Absence:** When the requirements of the operation will permit, an employee may be granted an unpaid Personal Leave of Absence, referred to as "PLOA," for any period of up to one (1) year. A request for PLOA must be submitted to the Company in writing in accordance with paragraph A. above. The request will state the reason for the leave and the duration of the leave. An approved PLOA will be granted in writing and will specify the expiration date of the leave. When a PLOA is granted, the employee will retain and continue to accrue seniority during the entire period of the leave.

1. If the initial leave is requested for less than one (1) year and the requirements of the operation will permit, a PLOA may be extended for additional periods such that the total leave does not exceed one (1) year. A request for an extension of a PLOA must be submitted and approved prior to the expiration date of the current leave.

2. An employee on a PLOA may submit a request to terminate his leave prior to the expiration date of the leave. The request must be in writing and the Company's response to the request will be in writing.

3. Based on the requirements of the operation, the Company may cancel any PLOA at any time prior to the expiration date of the leave. In the event the Company elects to cancel a PLOA, the affected employee will be notified in writing not less than fourteen (14) calendar days prior to the effective date of the cancellation.

C. **Adoption/Maternity/Paternity Leave:** Upon request and when accompanied by the required documentation substantiating the need for such leave, an employee will be granted an unpaid adoption/maternity/paternity leave of absence of up to eight (8) weeks, and for any additional period that may be required by applicable law. For maternity leave, the employee must exhaust all sick time before going unpaid.

1. Adoption leave will commence on the date the employee takes custody of the child or the date the child is placed in the employee's home. Maternity/paternity leave will commence on the day the infant is born.

2. The Company may require adoption/maternity/paternity leave to run concurrently with FMLA leave (if such leave otherwise qualifies as FMLA leave). If the employee has exhausted or exhausts FMLA Leave prior to or

1 during this eight (8) week period, the Company will grant
2 adoption/maternity/paternity leave of up to, but no more than, eight (8) total
3 weeks from the birth or adoption of the child unless an additional period is
4 required by applicable law.
5

6 D. **Family Medical Leave Act:** Employees will be eligible for leave from work
7 pursuant to the terms of the Family and Medical Leave Act (FMLA) of 1993, as
8 amended. When approved FMLA leave is taken for an employee's own qualifying
9 serious health condition, the employee must exhaust all sick time and may also, at
10 his option use any accrued vacation or other paid time off before being placed on
11 unpaid status.
12

- 13 1. When approved FMLA leave is taken for any other reason provided for
14 under FMLA, the employee may at his option use accrued vacation or other
15 paid time off prior to going unpaid, but cannot use sick time unless required
16 by state law. An employee granted a leave of absence under the provisions
17 of FMLA, referred to as a Family Leave of Absence or "FMLA," will retain
18 and continue to accrue seniority during the leave.
19

20 E. **Union Leave:** Employees accepting full time employment with the Union (TWU
21 Local Officers, IAM District Lodge Representatives, IAM/TWU International
22 Representatives) shall, during such employment, be granted an indefinite leave of
23 absence by the Company. Such leave will not affect the seniority status of the
24 employee and all employee benefits shall continue in effect during his leave of
25 absence.
26

- 27 1. TWU Local Presidents will have their base hourly rate paid by the Company
28 while in office based on a forty (40) hour work week, as if active.
29
- 30 2. For any other employee(s), who are required for bona fide Union business,
31 leaves of absence of thirty (30) days or more will be granted if a written
32 request is submitted to the employee's supervisor at least thirty (30) days
33 (or less if mutually agreed to) in advance to accommodate the request. This
34 advance notice requirement will also apply to any request for an employee
35 to attend a Union Convention. When the employee is on union business
36 there will be no interruption to the employee's pay and benefits, but the
37 Company will bill the Union as applicable, for the employee's salary plus an
38 8% override for tax and benefit related expenses. Failure of the responsible
39 party to pay the billing will result in the termination of the union leave for the
40 affected employee.
41
- 42 3. For any other employee(s), who are required for bona fide Union business,
43 of less than thirty (30) days will be granted reasonable time off if a written
44 request is submitted to the employee's supervisor in advance to
45 accommodate the request. When the employee is on union business there
46 will be no interruption to the employee's pay and benefits, but the Company

1 will bill the Union as applicable, for the employee's salary plus an 8%
2 override for tax and benefit related expenses. Failure of the responsible
3 party to pay the billing will result in the termination of the union leave for the
4 affected employee.
5

6 F. **Medical Leave of Absence:** Any employee who has exhausted all sick leave, and
7 continues to be absent due to sickness or non-occupational injury in excess of
8 fourteen (14) calendar days, will be placed on unpaid medical leave of absence
9 using the standard leave of absence form, and must present proper medical
10 documentation detailing reason(s), physical limitations, time limits, etc. When an
11 employee is placed on an unpaid medical leave of absence due to sickness or
12 injury, the Company will send the employee, via certified U.S. Mail to the
13 employee's last known address and return receipt or equivalent carrier, unless the
14 employee mutually agrees to electronic communication, a personal information
15 package within ten (10) calendar days from the start of the unpaid leave including
16 a letter advising of his unpaid leave status, benefit information, and notice of the
17 requirement for medical substantiation.
18

- 19 1. An employee granted an indefinite medical leave, which does not detail time
20 limits, shall at the end of the first one hundred eighty (180) day period
21 reconfirm his sickness or physical disability. If the sickness or disability
22 continues, the employee may be required to reconfirm his medical
23 condition, at the end of each one hundred eighty (180) day period.
24
- 25 2. Employees, who exhaust sick leave, due to sickness or occupational injury
26 and are placed on an unpaid medical leave of absence, will remain eligible
27 for group health benefits for twelve (12) months at the active Company
28 subsidized rates provided he pays his share of the cost as if active. At the
29 end of the 12 months the employee can continue coverage if he pays the
30 full cost up to the length of the leave.
31
- 32 3. Employees not returning from Medical leave due to sickness or
33 occupational injury within five (5) years will be deemed to have resigned
34 from their position. This, however, shall not be automatic. Instead, the
35 Company, upon request from the employee prior to the expiration of the
36 five-year term, shall consider whether an additional period of leave of a
37 specific duration may be reasonable. The Company will provide one
38 hundred eighty (180) calendar days written notification prior to the expiration
39 date of the five (5) year period. The notification will be made via certified
40 U.S. Mail return receipt or equivalent carrier to the employee's last known
41 address.
42

43 G. Employees on sick leave, personal leave, authorized Union business leave,
44 medical leave of absence, or occupational injury leave for more than ninety (90)
45 work days will return to work in accordance with the provisions of Article 14
46 paragraph O. 3.

1. An employee returning from an authorized leave of absence, or extension thereof, will be returned to the Bid Work Area and Shift held when the leave was granted. If the job no longer exists, or has been filled by a more senior employee, he shall exercise his seniority within his bid area by bumping the junior employee in the bid area. In the event that a returning employee causes another employee to be bumped, the junior employee on the overage shift will be required to bump the junior employee in the bid area.

H. **Military Leave:** Employees will receive a maximum of eighty (80) hours free from duty each calendar year for annual reserve or guard duty. Such leave will not count against the employee's vacation. The Company will pay the employee the difference between his regular pay and the amount received from the military. Employees will be required to provide the Company with a copy of their military orders and will be required to submit to the Company proof of the amount of pay received from the military within fourteen (14) days after the employee returns. This amount (excluding expenses) will be deducted from the employee's next paycheck. While an employee is active in the reserve or guard, he will have his days off adjusted, if requested seven (7) days in advance, to attend weekend drill duty.

I. **Political Leave:** Any employee elected or appointed to a full-time governmental office (i.e., Federal, State, Local) will be granted a political leave of absence not to exceed the term of office, or subsequent reelection or reappointment. The application for a political leave must be made in writing to the Company, with a copy to the Union. An employee granted a political leave will retain and accrue classification seniority for the period of the leave, however, no other Company benefits or privileges will be granted or accrued, nor will time on political leave constitute continuous service for pension plan benefits. Employees granted a political leave must give thirty (30) days' notice of intent to return.

J. **Jury Duty:** An employee who is called for jury service will be excused from work for the days on which he is required to serve and will receive for each day of jury service on which he would have been regularly scheduled to work, the difference between his regular hourly earnings and the actual payment received for jury service. Employees must present proof of jury service and the amount of pay received therefore, if any. When an employee is required to call in or called for such service, he will be transferred to the day shift with Saturday and Sunday as his regular days off. With the completion of his jury service, said employee will return to his former shift and days off, beginning the next week.

K. **Bereavement Leave:** Upon providing proper documentation, employees shall be allowed three (3) work days off without loss of pay if they suffer a death in their immediate family, and up to two (2) additional unpaid days upon request (for a total of five (5) days). Immediate family for the purposes of this paragraph shall include:

Spouse, Domestic Partner
Children and stepchildren (dependent/non-dependent)
Children and stepchildren (dependent/non-dependent) of Domestic Partner
Son in-law/daughter-in-law
Parents/step-parents
Parents/step-parents of spouse/Domestic Partner
Siblings, step-siblings, siblings-in-law
Sibling, step-siblings, siblings-in-law of spouse/Domestic Partner
Grandparents/step-grandparents/grandparents-in-law
Grandparents/step-grandparents/grandparents-in-law of Domestic Partner
Grandchildren/step-grandchildren
Grandchildren/step-grandchildren of Domestic Partner
Legal guardian/Former legal guardian
Other family members permanently living in the household
If an employee, spouse, or Company recognized domestic partner experiences a medically documented miscarriage

To the extent that Company policy provides more expansive bereavement leave benefits, those benefits will be applied to employees covered by this Agreement.

L. Any employee on personal, medical, or occupational leave of absence, of more than seven (7) consecutive calendar days, engaging in gainful employment not provided for in this Article without written permission from the Company and the Union, or engaging in activities which may bring discredit to the Company or its employees, shall be deemed to have resigned and his name stricken from the seniority roster.

M. Unless otherwise specified, employees not returning from any leave (except Medical due to sickness or occupational injury, Military, Union or Political) within three (3) years will be deemed to have resigned from their position. This provision does not apply to furloughs.

N. An employee on any leave of absence will physically report to his station on his first scheduled workday following the expiration of the leave. It is the responsibility of the employee to contact the Company prior to the expiration of his leave of absence to ensure that he knows his schedule and assignment. Failure to report or to secure a renewal of a leave of absence will terminate the leave of absence and his employment. It is the responsibility of the Company to inform the employee of the expiration date of any approved leave of absence. The Company will also inform the employee of the procedures regarding any benefits while on his leave.

1 O. Any written communication between the Company and an employee on a leave of
2 absence will be via certified or registered United States mail, return receipt
3 requested, or by United Parcel Service or equivalent, confirmation of delivery
4 requested.

5
6 1. Any change in address must be filed promptly in accordance with Company
7 Policy.

8
9 2. The rights of an employee on a leave of absence under the provisions of
10 this Article, in regard to the maximum duration of a leave, Company
11 seniority accrual, Classification seniority accrual, Pay seniority accrual,
12 vacation accrual, sick leave accrual, credited service for pension, and
13 reinstatement rights are listed in the chart that follows.

ARTICLE 25.1 - LEAVES OF ABSENCE CHART

	Unpaid - FMLA	Medical Leave	Personal Leave	Unpaid Adoption - Baby bonding	Military Leave	Union Leave	Political Leave	Occupational IOD Leave	Furlough Leave
Duration of Leave	In accordance with applicable law	Up to 5 years	Up to 12 months	Up to 8 weeks or In accordance with applicable law	Up to 5 years - or in accordance with Federal Law	Up to 12 months or term of office	Term of Office	Up to 5 years	Life Time recall
Class Seniority accrual	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Accrue up to 5 years - Retain thereafter
Pay Seniority accrual	Duration of Leave	Up to 60 calendar days	Up to 60 calendar days	Duration of Leave	Duration of Leave	Duration of Leave	Up to 60 calendar days	Duration of Leave	Up to 90 calendar days
Company Seniority accrual	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave
Sick accrual	Duration of Leave	Up to 60 calendar days, then retain	No accrual, Retain	Up to 60 calendar days, then retain	Duration of Leave	Duration of Leave	No accrual, Retain	Duration of Leave	No accrual, Retain
Vacation accrual	Duration of Leave	Up to 60 calendar days, then retain	Up to 60 calendar days, then retain	Up to 60 calendar days, then retain	Duration of Leave	Duration of Leave	None	Duration of Leave	None
Medical /Dental Insurance	Active rates for duration of leave	12 months - same as active rates, (inclusive of FMLA Leave), then full rates for duration of leave	Full rates for duration of leave	Full rates for duration of leave	In accordance with USERRA, Active rates for duration of leave	Active rates for duration of leave	Cobra Eligible	12 months - same as active rates, (inclusive of FMLA Leave), then full rates for duration of leave	Active coverage ends 90 days after last compensable day under Agreement, then Cobra begins
Life Insurance	Active rates for duration of leave	Active rates for duration of leave	Active rates for duration of leave	Active rates for duration of leave	In accordance with USERRA, Active rates for duration of leave	Active rates for duration of leave	Eligible to convert to individual policy	Active rates for duration of leave	Active coverage ends 90 days after last compensable day under Agreement then may convert
Travel Privileges	Per Company Policy	Per Company Policy**	Per Company Policy	Per Company Policy	Per Company Policy	As if active	None	Per Company Policy	After last compensable day under Agreement, three (3) years for employee & Family - all others per Company Travel Policy

** For Medical Leave of Absence only: In the event the Company plans to modify the travel privilege policy that applies to an Association represented employee on a Medical Leave of Absence, the Company will meet and discuss the modification(s) with the Association to reach a mutual agreement and the Association agrees that it will not unreasonably withhold their agreement.

ARTICLE 26 - LIMITED DUTY

- A. Employees who are injured in the service of the Company or have restrictions as a result of an off-the-job illness or injury occurring after the effective date of this Agreement, will be allowed to work in limited duty assignments at their station based on their Classification seniority in accordance with this Article.
- B. An occupationally injured employee is required to accept a limited duty assignment within the fleet service classification, provided he is qualified and the duties of the assignment do not exceed the restrictions provided by the employee's physician. The Company may assign a limited duty employee any work for which he is qualified. An employee assigned to a lower rated classification will be paid the applicable rate for his own classification. An employee assigned to a higher rated classification will be paid the applicable rate for the higher rated classification.
- C. Employees who are restricted in performing their job duties as a result of an off-the-job illness or injury, pregnancy or a "disability" will be offered limited duty assignments and may be accepted by the employee on a voluntary basis.
- D. Limited duty assignments are offered to the extent that meaningful work is available, as follows:
1. Employees who are able to perform reasonable productive work within their classification, but not substantially all the essential elements of their normal work classification will be provided limited duty for up to ninety (90) work days for an on-the-job injury or up to sixty (60) work days for an off-the-job illness or injury.
 2. The limited duty assignment will not exceed the restrictions as provided by the employee's physician.
 3. Employees working limited duty assignments are eligible for shift trades to work or overtime only if they are qualified for the duties of the assignment. Employees working limited duty may shift trade off in accordance with this Agreement. The employee who shift trades to work in these circumstances may be reassigned to full duty.
 4. The Company will make every reasonable effort to accommodate employees on his shift and days off. To the extent the Company cannot accommodate the employee on his shift and days off, he will be given a minimum of seven (7) calendar days' notice to change his shift or days off.
- E. Medical appointments associated with the injury, pregnancy or disability while on limited duty should be scheduled around work hours. If employees are unable to do so, they will elect, at their sole discretion, to use sick leave for the time required to be away from work, or compensatory time, or take unpaid time or to reschedule

1 lost time on a scheduled shift at a time and date selected by the employee. The
2 lost time must be worked within fourteen (14) calendar days of the absence and
3 will be paid at straight time rates.
4

5 F. All requests for limited duty resulting from an on the job injury or off the job illness
6 or injury should be submitted on the appropriate Company form for review by the
7 Company.
8

9 G. Where there are insufficient limited duty assignments available, open limited duty
10 assignments will be awarded in seniority order to the employees who can perform
11 the limited duty assignment. Where two or more employees are eligible for a
12 limited duty assignment, such assignment will be awarded to those resulting from
13 on the job injury first.
14

15 H. An employee required to leave work to receive immediate medical attention as a
16 result of an OJI will be paid at the applicable rate for all remaining scheduled hours
17 not worked that day.

1 Attachment 26.1

2
3 October 18, 2017

4
5 Tim Klima
6 Airline Coordinator
7 Transportation Department IAMAW

8
9 Mike Mayes
10 Air Division Director
11 Transport Workers Union of America

12
13 **Limited Duty**
14

15 During the discussions leading to the Joint Collective Bargaining Agreement (JCBA) for
16 Fleet Service, Maintenance & Related employees, and Stores, the following was agreed
17 to as it relates to Limited Duty.

18
19 The Company agrees that any employee on limited duty as a result of an injury on the
20 job or a personal illness or injury suffered, prior to the effective date of the Joint
21 Collective Bargaining Agreement (JCBA) agreement, will be grandfathered under the
22 limited duty terms that applied at the time of the injury or illness and will continue to
23 receive the benefits of such provisions.

24
25 If the above accurately reflects your understanding of our agreement, please indicate by
26 signing below.

27
28 If you have any questions, please let me know.

29
30 Sincerely,

31
32
33 James B. Weel
34 Managing Director – Labor Relations
35 American Airlines, Inc.

36
37 Agreed to:

38
39
40 _____
41 Tim Klima
42 Airline
43 Transportation Department IAMAW

40 _____
41 Mike Mayes
42 Air Division Director
43 Transport Workers Union

44
45 cc: J. Glass
46 C. Barton
47 R. Jones
48 S. Pantoja
49 A. Garcia

ARTICLE 27 - FITNESS FOR DUTY/MEDICAL EXAMINATIONS

- A. Employees may be required to submit to a Company paid Medical examination at the time of employment and any time two or more members of management concur there is a serious question as to an employee's physical or mental condition that may impair the performance of his duties or pose a safety hazard to himself, other employees, or customers. The employee will be notified in writing which will include an explanation of the reason(s) for the evaluation. The employee shall be furnished a copy of the Company's Medical Examiner's report in writing.
- B. Any information obtained by or as a result of a Company's medical examination shall be strictly confidential between the Company, its insurance carriers, the Company's doctor, and the employee, and shall not be divulged to any other person without the written permission of the employee unless required by subpoena, court order or other legal process. This information will be limited to the reason for the medical examination as described in paragraph A.
- C. During the time the employee is absent from work under the provisions of this Article, he will be compensated at his regular rate of pay, for his regularly scheduled shifts, exclusive of shift trades, inclusive of seniority and benefits.
- D. Should the employee be deemed fit for duty the Company will return him to work immediately, and restore him to his former position consistent with his seniority.
- E. If the Company's Medical Examiner determines that the employee is able to return to work with restrictions, the Company will then engage in a conversation with the employee, to determine whether it is reasonable to return the employee to work with restrictions. Upon request of the employee, a union representative may participate in the conversation.
1. If the Company determines it is not reasonable to return the employee to work with restrictions, the employee may appeal the findings of the Company's Medical Examiner under the provisions of paragraph G. of this Article, in writing, within seven (7) calendar days of the Company's notification to the employee.
- F. When an employee fails to pass the Company's medical examination, the employee may appeal such actions under the provisions of paragraph G. of this Article, in writing, within seven (7) calendar days of receipt of the Company's Medical Examiner's report.
- G. When an employee appeals under this Article, he shall have a review of his case as follows:

1. The employee may employ a Medical Examiner, of his own choosing and expense, for the purpose of conducting a physical/mental examination covering the problem(s) and/or conditions covered by the Medical Examiner employed by the Company which found the employee unfit for duty. The employee must take all necessary steps to schedule this exam in an expeditious manner.
2. A copy of the findings of the Medical Examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the findings of the Medical Examiner employed by the Company, no further review of the case shall be afforded. If the employee's Medical Examiner determines that the employee is able to return to work with restrictions, and the Company's Medical Examiner subsequently agrees, the Company will then engage in a conversation with the employee to determine whether it is reasonable to return the employee to work with restrictions. Upon request of the employee, a union representative may participate in the conversation. If the Company's Medical Examiner does not agree with the employee's Medical Examiner that the employee can return with restrictions, then the employee may seek review by a neutral Medical Examiner in accordance with paragraphs G. 3. and G. 4. below.
3. In the event that the findings of the Medical Examiner chosen by the employee disagree with the findings of the Medical Examiner employed by the Company, the Company will, at the written request of the employee, ask that the two Medical Examiners agree upon and appoint a third neutral Medical Examiner, preferably a specialist, for the purpose of making a further medical examination of the employee to determine his fitness for duty. The employee must submit the written request within seven (7) calendar days of receipt of the findings of his Medical Examiner.
4. The neutral Medical Examiner shall then make a further examination of the employee in question, and the case shall be settled on the basis of such findings. If the neutral Medical Examiner determines that the employee is able to work with restrictions, the Company will then engage in a conversation with the employee to determine whether it is reasonable to return the employee to work with restrictions. Upon request of the employee, a union representative may participate in the conversation. Copies of such Medical Examiner's report shall be furnished to the Company and to the employee.
5. The expense of the third Medical Examiner will be borne by the Company including all expenses related to travel such as airfare and hotel. If the employee fails to show for the scheduled appointment and has no justifiable reason, he will be responsible for any no show fee. This paragraph also applies to employees required to submit to an initial Company medical examination outside of their domicile.

1 H. The Company's obligation to compensate an employee who is out of work under
2 this Article shall cease upon the earlier of an employee's failure to appeal within
3 the specified time limits, failure to attend/schedule appointments or based on a
4 Medical Examiner's findings as specified above. The Company, however, may
5 excuse an employee's failure to attend scheduled appointments if it concludes the
6 employee had a justifiable reason.

ARTICLE 28 - SAFETY AND HEALTH

- A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities and to maintain at all times a registered first aid station to take care of its employees in case of accident, injury or illness. No employee will be required to work under unsafe or unsanitary conditions.

The Company agrees to furnish good drinking water and sanitary fountains will be provided. The floors of the toilets and break rooms will be kept in good repair and in a clean, dry and sanitary condition. The Union and employees recognize their duty and responsibility to assist in maintaining safe, healthful and sanitary conditions. Break rooms will be lighted, ventilated and heated in the best manner possible, consistent with the sources of heat, ventilation and light available. Individual lockers will be provided for employees where facilities currently allow.

- B. The Company, Union and employees will cooperate toward the prevention of work related accidents, injury or illness and the furtherance of an aggressive safety program.

A Safety Committee will be established at each location where employees hereunder are based. Such Committee shall be comprised of one Company and one Union representative. In any location with two hundred seventy-five (275) or more Fleet Service employees, there shall be up to five (5) members from both the Company and the Union. Unless agreed to otherwise, the Safety Committee shall meet at least once a month to resolve safety issues and review corrective action taken for all lost time accidents which may have occurred. The Union will appoint two full-time system-wide Union Safety Directors who will be paid by the Company.

Reasonable time without loss of pay will be allowed Union members of the local Safety Committee to investigate and handle safety complaints related to their location. Union Safety Committee members will request such time away from work from their immediate supervisor, who shall authorize the leave, as the service allows. Committee members will return to their work places promptly following conclusion of safety related activities. Within five (5) workdays following the investigation, the Union members of the Committee shall provide a written report of the investigation to their immediate supervisor with a copy to the Ground Safety Department.

Union members of the Safety Committee will function in an advisory capacity and will be informed of all lost time accidents. The Union Safety Committee will be given advance notification of testing and will be provided with the results of environmental air, noise and contaminants testing. The Company will post such results in the appropriate location in non-technical terms. The Company shall continue to post OSHA Form 300 for review by the Union at each of its locations. The Safety Committee shall receive and review Company accident, injury and job related illness reports pertinent to the Safety Committee investigations, and make

1 recommendations to prevent recurrence. Safety Committee members will receive
2 copies of available monthly summaries of employee accidents and injuries and
3 have access, upon request, to specific Company reports resulting from employee
4 on the job accidents or injuries.

5
6 The Safety Committee shall receive and investigate complaints regarding unsafe
7 and unsanitary working conditions and make recommendations to resolve the
8 hazards and complaints.

9
10 The Safety Committee shall be permitted to monitor the Company's application
11 and compliance with state, municipal and federal safety and sanitary regulations.
12 The Safety Committee may also make recommendations for the maintenance of
13 appropriate safety and sanitary standards.

14
15 Both the Union and the Company shall encourage employees to utilize the Safety
16 Committee for all unresolved safety related matters.

17
18 Both the Union and the Company shall cooperate in seeking resolutions to help
19 reduce the accident frequency and severity rates.

20
21 In the event of a work place accident that results in loss of life, or limb, the Union
22 Safety Directors shall be notified by the Company of the incident as soon as
23 possible by e-mail, text message and/or phone call. Upon notification the Union
24 Safety Directors shall be deployed to the accident scene on a space positive basis
25 and be permitted to conduct an investigation, in conjunction with the Company, of
26 the accident on behalf of the injured member.

- 27
28 C. Proper and modern safety devices shall be provided for all employees working on
29 hazardous or unsanitary work, such devices to be furnished by the Company.
30 Employees will not be required to use unsafe tools or equipment. However,
31 employees will be expected to report unsafe tools or equipment to the supervisor
32 before refusing to use such defective tools or equipment. The Company will furnish
33 protective apparel, equipment and devices to all employees required to work with
34 acids or chemicals that are injurious to clothing or employees.

35
36 The Company will promptly notify the employees and the Union of the use of any
37 material, equipment or procedure known to be hazardous to employees exposed,
38 and the known procedures to control the hazards. The Company will provide the
39 Union with the results of any management or government health and safety survey
40 concerning the employees represented by the Union.

- 41
42 D. Employees injured while at work shall be given medical attention at the earliest
43 possible moment, and employees shall be permitted to return to work without
44 signing any release of liability pending the disposition of settlement of any claims
45 for damage or compensation. Such injured employees who are able to work will

1 be allowed to obtain medical attention without loss of time. It is the responsibility
2 of the injured employee to report an injury to his immediate supervisor or if
3 unavailable, another member of management, during the work period in which the
4 injury occurred, if physically possible.

ARTICLE 29 - BENEFITS

The following represents the terms of the health and welfare benefit coverage for eligible employees represented by the TWU/IAM Association, and this coverage replaces and supersedes the previous health and welfare benefit provisions.

A. LIFE INSURANCE – Active Employees

The Company will provide the following life insurance coverage for TWU/IAM Association represented active employees:

1. For an employee whose base monthly salary is \$1,500 or more, his basic life insurance coverage will be \$70,000 and the premiums will be paid by the Company.
2. The Company will offer additional, employee paid voluntary life insurance coverage, per Company policy, for which the coverage and the rates will be no less than any other represented workgroups.

B. HEALTHCARE COVERAGE - Employees

The Company will provide the following healthcare coverage for eligible TWU/IAM Association represented employees under the American Airlines, Inc. Health & Welfare Plan for Active Employees (“Medical Plan”) (with medical coverage being referred to herein as “Employee Medical Coverage”):

1. The Company will offer the following two (2) medical coverage options in the Medical Plan (i) the Standard option; and, (ii) the Core option which is a Health Savings Account-compatible medical plan option. The Company reserves the right to amend the Medical Plan at the Company’s sole discretion, with the exception of:
 - a The Standard option plan design features in the Chart of Medical Plan Coverage Option Design Features in paragraph B.11
 - b The employee contribution methodology for the Standard and Core options described in paragraphs B.4 and B.6;
2. If the Company offers the High Cost Coverage (“HCC”) option in the Medical Plan in any plan year, employees eligible to enroll in the Standard or Core options will be eligible to enroll in the High Cost Coverage option with the same plan design and cost share as offered to other represented workgroups. If HCC is offered, part-time employees will be offered the same option as full time employees and at the same contribution rates. If a more favorable cost share and/or plan design, in the aggregate, for the HCC if offered, is provided to another represented workgroup, such cost share

1 and/or plan design elements shall be provided to the Association
2 represented employees. The Company reserves the right to amend or
3 terminate the High Cost Coverage option, at its sole discretion.
4

- 5 3. Advance notice of material Medical Plan changes will be provided to
6 TWU/IAM Association prior to implementation. At least thirty (30) days prior
7 to the distribution of the Medical Plan's annual enrollment materials, the
8 Company will provide the TWU/IAM Association with a copy of the data,
9 assumptions, and methodologies used to calculate employee contributions
10 under the Standard and Core options.
11
- 12 4. Aggregate employee contributions for the Standard and Core options in the
13 Medical Plan will be twenty-one percent (21%) of the total projected cost of
14 each forecasted year of healthcare expenses for these two (2) Medical Plan
15 options (which include medical/prescription and administrative expenses)
16 as calculated by the Company Employee contributions for the Standard and
17 Core options will increase with medical inflation with employee contributions
18 set as explained above. The High Cost Coverage option inflation and
19 employee contributions will be calculated separately from the Standard and
20 Core options if such plan is offered.
21
- 22 5. The Association and the Company have agreed that a review committee
23 will be established to review plan administrative changes to the Standard
24 option. This committee will have the right of appeal to the Sr. Vice President
25 - Human Resources in the event of a dispute.
26
- 27 6. The Association and the Company will participate on a joint committee to
28 develop programs and procedures which will reduce the rate of increase in
29 cost in order to minimize the impact on employees.
30
- 31 7. Part-time employees will be offered the same Standard and Core options
32 as full time employees and at the same contribution rates.
33
- 34 8. Chart of Coverage Tiers:
35

Coverage Tiers	Contribution Multiplier
Employee Only	1.0
Employee + Spouse	2.6
Employee + Child(ren)	1.8
Employee + Family	3.5

36 The multiplier for the Coverage Tiers is based on the Employee Only
37 coverage tier.
38

9. New hire employees eligible for healthcare coverage will default to the Medical Plan's Core option for Employee only coverage on their eligibility date unless the employee waives coverage or elects another healthcare coverage option or level of coverage offered during the initial enrollment period.
10. To the extent the Company is offering incentives in any plan year to employees for participating in a wellness program, employees enrolled in the Standard and Core options will be eligible for those incentives provided they meet the criteria (as established by the Company in its discretion) for earning the incentive.
11. Chart of Medical Plan Coverage Option Design Features for 2020:

	Standard	Core
Current Plan Design Features		
Health Spending Accounts	HRA	
In Network Deductible (Single/Family)	\$850/\$2,550	
Out of Network Deductible (Single/Family)	\$3,000/\$9,000	
Coinsurance (In/Out)**	20%/40%	
In Network Out of Pocket Max (Single/Family)	\$2,000/\$5,000	
Out of Network Out of Pocket Max (Single/Family)	\$6,000/\$15,000	
Primary Care Physician Copay (In Network only)	\$30* 40% out of Network	
Specialist Copay (In/Out)	20%/40%	
Retail Clinics Copay (In/Out)	20%/40%	
Preventive Care	\$0	
Emergency Room	Ded/Coins/\$100 CoPay	
Pharmacy (Retail)		
Generic	20% (\$10 min/\$40 max)	
Formulary Brand	30% (\$30 min/\$100 max)	
Non-Formulary Brand	50% (\$45 min/\$150 max)	
Pharmacy (Mail)		
Generic	20% (\$5 min/\$80 max)	
Formulary Brand	30% (\$60 min/\$200 max)	
Non-Formulary Brand	50% (\$90 min/\$300 max)	
2020 Monthly Contributions		
EE Only	\$108.78	\$96.70
EE + Spouse	\$282.84	\$251.43
EE + Child(ren)	\$195.81	\$174.06
EE + Family	\$380.75	\$338.47

1 *Deductibles and co-insurance apply if provider is out-of-network.

2 **(In/Out) when used in the chart means In-Network and Out-of-Network,
3 respectively.

4
5 The following provisions apply to the Standard option:

- 6
7 a. Deductibles do not apply toward Out of Pocket maximum;
8
9 b. Medical coinsurance applies towards Out of Pocket maximums;
10
11 c. Pharmacy coinsurances do not apply towards deductibles, but do
12 apply towards Out of Pocket maximums;
13
14 d. Co-pays do not apply to the deductible.
15
16 12. If more a favorable cost share and/or plan design, in the aggregate, for the
17 Standard or Core options, is provided to another represented workgroup,
18 such cost share and/or plan design elements shall be provided to the
19 Association represented employees.
20
21 13. The Company has the right to amend any provision in the Medical Plans for
22 the purpose of complying with applicable laws and regulations.
23
24 14. Employees will be required to timely pay for all benefits, including Flexible
25 Spending Account contributions, in order to maintain coverage, including
26 while on a Leave of Absence, through payroll deduction, the direct bill
27 process or other collection process as applicable.
28
29 15. Notwithstanding the foregoing paragraphs B.1-14, the Company will provide
30 the following healthcare coverage for certain Legacy US Airways
31 employees under the American Airlines, Inc. Health Benefit Plan for Certain
32 Legacy Employees (the "Legacy US Airways Medical Plan"):

- 1 a. Legacy US Airways employees enrolled in the Legacy US Airways
2 Medical Plan immediately prior to DOR will continue to be eligible to
3 participate in the Legacy US Airways Medical Plan, subject to the
4 following:
5
6 i. The PPO80/60 option will be a coverage option under the
7 Legacy US Airways Medical Plan.
8
9 ii. The PPO90/70 option will be a coverage option under the
10 Legacy US Airways Medical Plan until it sunsets on December
11 31st of the year in which the Agreement becomes amendable.
12 Provided, however, that if the amendable date falls within or
13 after the annual enrollment period occurring in the Amendable
14 Year, participants in the PPO90/70 option will have the option
15 to remain in the PPO90/70 option until December 31st of the
16 year following the Amendable Year, after which time the PPO
17 90/70 option will not be offered.
18
19 iii. The Legacy US Airways Medical Plan PPO100/80 option will
20 sunset on December 31, 2020. If participants in the
21 PPO100/80 option do not elect a new coverage option during
22 the open enrollment in the year the PPO100/80 sunsets, such
23 participants will be defaulted into PPO80/60 option coverage
24 for the following year.
25
26 b. The Legacy US Airways Medical Plan will not be open to new
27 participants, including new hires and transfers who are not already
28 enrolled in the Legacy US Airways Medical Plan, on and after DOR
29 provided, however, that the following will have a one-time opportunity
30 to enroll in the Legacy US Airways Medical Plan during the 2020
31 annual enrollment:
32
33 i. Eligible Legacy US Airways employees who, as of DOR, who
34 are not, enrolled in the Legacy US Airways Medical Plan.
35
36 ii. Eligible employees in the following accreted groups as of
37 DOR: Central Load Planners, Tower/Operations/Control
38 Center Coordinators, Quality Assurance Auditors, Aircraft
39 Maintenance Planners, Technical Documentation Specialists,
40 Bill of Work/EO/AD Planners, Material Planners, and AOG-
41 MCU Planners, Maintenance Training Specialists.
42
43 c. If a participant in the Legacy US Airways Medical Plan ceases to
44 participate in any option of the Plan for any reason, the participant
45 will not be able to re-enroll in the Legacy US Airways Medical Plan.

- d. Employee contribution methodology and plan design features for the Legacy US Airways Medical Plan including prescription drugs will be those in the 2014 Collective Bargaining Agreements between US Airways and the IAM, covering Mechanic and Related, MTS, and Fleet Service.
- e. Existing benefits under the Legacy US Airways Medical Plan will not be decreased during the term of this Agreement.
- f. Employee contribution rates will be the same for part-time employees and full time employees.
- g. The Company shall have discretion to offer participants incentives to exit the Legacy US Airways Medical Plan.
- h. In the event that the TWU/IAM Associations or the IAM should lose representation rights for a specific employee group through a representation election conducted by the National Mediation Board ("NMB"), the Company shall immediately have the right to eliminate, alter, modify, or merge with an existing plan, the Legacy US Airways Medical Plan provided under this Agreement for the specific employee group whose representation has changed.

C. DENTAL COVERAGE

The Company will provide the following dental coverage for TWU/IAM Association represented active employees:

Chart of Dental Coverage Design Features for 2020:

	Plus	Basic
Current Plan Design Features		
In Network Deductible	\$0 – Preventive \$50 – All other	\$0 – Preventive \$50 – All other
Out of Network Deductible	\$75	\$75
Annual Maximum – In Network	\$2000	\$1000
Annual Maximum – Out of Network	\$1500	\$750
Orthodontia – Lifetime Maximum – In Network	\$2000	\$1000
Orthodontia – Lifetime Maximum – Out of Network	\$1500	\$750
Preventive Co-insurance – In Network	100%	100%

Preventive Co-insurance – Out of Network	80%	80%
Basic Co-insurance – In Network	80%	50%
Basic Co-insurance – Out of Network	50%	50%
Major Co-insurance – In Network	80%	50%
Major Co-insurance – Out of Network	50%	50%
Orthodontia – Co-insurance – In Network	50%	50%
Employee Cost Share	23%	23%
2020 Monthly Contributions		
EE Only	\$8.31	\$5.98
EE + Spouse	\$17.20	\$12.38
EE + Child(ren)	\$18.62	\$13.41
EE + Family	\$29.42	\$21.18

The Company has the right to amend the dental plan for the purpose of complying with applicable laws and regulations. If more a favorable cost share and/or plan design, in the aggregate, is provided to another represented workgroup, such cost share and/or plan design elements shall be provided to the Association represented employees.

D. VISION COVERAGE

The Company will provide the following vision coverage to TWU/IAM Association represented active employees.

The Company will offer a voluntary, employee funded vision plan, and such plan will be available at the same contribution rates as other represented workgroups. The plan design features of the vision plan will be at the discretion of the Company.

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F. MEDICAL COVERAGE – Retirees

1. Notwithstanding any other collective bargaining agreement provisions, and all other agreements, past practices, and arbitration awards between the parties, the Company is not required to maintain, fund, or provide for retiree medical insurance benefits.
2. For retiree medical coverage for retirees ages 55 through 64: Eligible employees retiring on or after age fifty-five (55) with five (5) years of service and through age sixty-four (64) will have access to a Company-sponsored retiree medical plan option. Retiree contribution rates for this coverage will be one hundred percent (100%) of projected annual expenses (which includes administrative expenses) using data, assumptions, and methodologies for calculating future retiree healthcare costs.
3. Retiree medical coverage shall cease when the retired employee attains age sixty-five (65). Retirees age sixty-five (65) and over will be offered access to purchase, at the retiree's expense, a guaranteed issue Medicare supplement plan through a third party administrator, to the extent available.

The Company shall establish a Health Reimbursement Account ("HRA") for eligible TWU/IAM Association represented retirees who:

1. Meet the retirement criteria of the 65-point plan or equivalent policy and retire from the Company;

and
2. Gives the Company at least four (4) months' advance notice of the employee's intent to retire.

ARTICLE 29 - BENEFITS 119

1 the retiree for unreimbursed, substantiated, qualified medical expenses of the retiree
2 and/or eligible dependents up to the retiree's HRA account credit balance.

3
4 The HRA must comply with all applicable laws and regulations. The Company will be
5 responsible for drafting and maintaining the HRA plan documents(s), and will have
6 discretion over all plan-related items not addressed in the Agreement. The Company
7 shall have the right to amend any provision of the HRA plan that is required by applicable
8 law, or is necessary to maintain the tax qualified status of the plan.

9
10 **H. LIFE INSURANCE - Retirees**

11
12 The Company is not required to maintain, fund, or provide for retiree life insurance
13 benefits.

14
15 **I. NON-INCORPORATION**

16
17 Notwithstanding the terms described above, the Company's employee benefits plans are
18 not incorporated in this Agreement.

19
20 **J. TOOL BOX INSURANCE**

21
22 The Company will provide and pay for insurance coverage against the loss by fire or theft
23 of complete tool box and contents owned by mechanic employees while such is on
24 Company premises for use in connection with work and while in transit to or while being
25 used in connection with a field service assignment. Employees covered under this
26 provision must provide a complete tool inventory and valuation. It shall be the employee's
27 responsibility to provide tool inventory updates on any additions or deletions in order to
28 maintain a current summary at all times.

29
30 This insurance coverage shall be provided with a maximum coverage of:

31
32 \$5,000-----Rollaway, Tool Box, Tote Tray and Contents

33 \$2,000-----Tool Box, Tote Tray and Contents

34 \$1,000-----Tote Tray and Contents

35
36 with a one hundred dollar (\$100.00) deductible provision.

37
38 Losses under the policy will be settled by the Company through its insurance company
39 with the employee bearing the one hundred dollars (\$100.00) deductible. Recovery of
40 losses will be provided by either a new comparable tool and box replacement or cash
41 reimbursement after discussion with the employee.

1 **K. BOMB SCARE INSURANCE**

2
3 No employee will be required to participate in a bomb scare investigation against his
4 wishes. The Company will provide death and disability insurance coverage as set forth
5 below, applicable if the employee suffers death or permanent disability while on duty and
6 a bomb explosion is the proximate cause of such death or disability.

7
8 Death \$500,000

9 Total Permanent Disability \$500,000

10 Total Loss of Two members \$500,000

11 Total Loss of One Member \$250,000

12
13 Member, as used herein, is defined as an arm, leg or eye.

14
15 **L. TRAVEL WHILE ON WORK ASSIGNMENT**

16
17 Employees who are required to travel at the discretion of the Company to a base or
18 location other than their assigned base in the performance of their work shall be covered
19 by one hundred thousand dollars (\$100,000) of life insurance coverage for accidental
20 death from any cause. Said coverage shall commence from the time he leaves his
21 assigned base and shall continue in force until he returns to his assigned base at the
22 completion of such travel.

23
24 **M. TEST FLIGHT INSURANCE**

25
26 Employees who are required to participate in test flights shall be covered by a standard
27 aviation accident insurance policy with a death benefit of not less than one hundred fifty
28 thousand dollars (\$150,000) paid by the Company.

ARTICLE 30 - RETIREMENT

- A. The following represents the terms of the retirement benefits for eligible TWU/IAM Association represented employees, and this coverage replaces and supersedes previous retirement provisions.

For purposes of this Retirement Article:

1. The term "IAM Designated Employees" shall mean all eligible employees participating in the IAM National Pension Fund immediately prior to DOR regardless of location and all eligible employees hired by the Company on or after DOR at a base, station, or location designated by the Association as an IAM location, irrespective of future relocation, and in a job classification covered by any TWU/IAM Association Agreement.
2. The term "TWU Designated Employees" shall mean all employees eligible to receive employer matching contributions under the American 401(k) Plan immediately prior to DOR and all eligible employees hired by the Company on or after DOR at a base, station, or location designated by the Association as a TWU location, irrespective of future relocation, and in a job classification covered by any TWU/IAM Association Agreement.

B. IAM National Pension Fund

1. All IAM Designated Employees will be eligible to participate in the IAM National Pension Fund. For each IAM Employee participating in the IAM National Pension Fund, the Company will contribute the following Contribution Rate for each hour for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement:

DOR Pension Rates, 2% in out years rounded to nearest .05	DOR	DOR +12 mos.	DOR +24 mos.	DOR +36 mos.	DOR +48 mos.
AMT, Inspector, MOC, Planner, QAC, Tech Doc	\$2.95	\$3.00	\$3.05	\$3.15	\$3.20
Utility	\$1.65	\$1.70	\$1.70	\$1.75	\$1.80
MTS	\$3.30	\$3.35	\$3.45	\$3.50	\$3.60
Stock Clerk / MLS	\$1.90	\$1.95	\$2.00	\$2.00	\$2.05
Full Time Fleet	\$1.70	\$1.75	\$1.75	\$1.80	\$1.85
Part Time Fleet	\$1.25	\$1.30	\$1.30	\$1.35	\$1.35

2. For purposes of this IAM National Pension Fund section of this Retirement Article, the term Employer shall mean the Company.
3. The Company shall continue contributions for all contractually obligated time paid in accordance with the IAM National Pension Fund Standard Contract Language, up to a maximum contribution for each employee of forty (40) hours per week.
4. The Employer adopts and agrees to be bound by, and hereby assent to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
5. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.
6. Except for the June 12, 2019 Pension Fund LOA and the Standard Contract Language, this Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the Company's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

C. **American Airlines, Inc. 401(k) Plan**

1. All eligible TWU/IAM Association represented employees will participate in the American Airlines, Inc. 401(k) Plan ("American 401(k) Plan"), a tax qualified, defined-contribution retirement plan under Section 401(a) of the Internal Revenue Code ("Code"), with a cash or deferred arrangement that qualifies under Section 401(k) of the Code, that complies with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or an equivalent plan.

2. Employer Contributions

The Company, subject to any laws limiting the amount of benefit which can be contributed to or accrued under a plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and its regulations, will provide contributions under the American 401(k) Plan, as follows:

- (i) Employer Contributions for IAM Designated Employees: IAM Designated Employees shall be eligible to receive Employer Matching Contributions in an amount equal to one hundred percent (100%) of the member's Employee Before-Tax Contributions and Employee Designated Roth Contributions up to a maximum Employer Matching Contribution equal to four percent (4.0%) of their Eligible Compensation, as defined in the American 401(k) Plan.
- (ii) Employer Contributions for TWU Designated Employees: TWU Designated Employees shall receive Non-Elective Employer Contributions in an amount equal to five percent (5%) of their Eligible Compensation, as defined in the American 401(k) Plan. TWU Designated Employees will also be eligible to receive Employer Matching Contributions in an amount equal to one hundred percent (100%) of the member's Employee Before-Tax Contributions and Employee Designated Roth Contributions up to a maximum Employer Matching Contribution equal to four percent (4.0%) of Eligible Compensation, as defined in the American 401(k) Plan.

3. Eligibility for Employer Contributions

- (i) Employer Matching Contributions: All Association represented employees must satisfy the one (1) year service requirement, as defined in the American 401(k) Plan, to be eligible to receive Employer Matching Contributions in the American 401(k) Plan. Provided, however, that all Association represented employees who are on the American Airlines System Seniority List as of DOR and who are not eligible to receive Employer Matching Contributions as of DOR shall have all prior service with the Company and/or AAG recognized for purposes of determining eligibility for post-DOR Employer Matching Contributions to the American 401(k) Plan.
- (ii) Non-Elective Employer Contributions: All TWU Designated Employees must satisfy the one (1) year service requirement, as defined in the American 401(k) Plan, to be eligible to receive Non-Elective Employer Contributions in the American 401(k) Plan. Provided, however, that all TWU Designated Employees who are on the American Airlines System Seniority List as of DOR and who are not eligible to receive Non-Elective Employer Contributions as of

1 DOR shall have all prior service with the Company and/or AAG
2 recognized for purposes of determining eligibility for post-DOR Non-
3 Elective Employer Contributions to the American 401(k) Plan.
4

5 4. Vesting or Employer Contributions
6

7 (i) Employer Matching Contributions: All Association employees with
8 two (2) or more years of vesting service, as defined in the American
9 401(k) Plan, shall be one hundred percent (100%) vested in their
10 Employer Matching Contributions. Provided, however, that all
11 Association represented employees who are on the American
12 Airlines System Seniority List as of DOR and who are not vested in
13 their Employer Matching Contributions as of DOR shall have all prior
14 service with the Company and/or AAG recognized for purposes of
15 determining vesting for post-DOR Employer Matching Contributions
16 to the American 401(k) Plan.
17

18 (ii) Non-Elective Employer Contributions: All TWU Designated
19 Employees with two (2) or more years of vesting service, as defined
20 in the American 401(k) Plan, shall be one hundred percent (100%)
21 vested in their Non-Elective Employer Contributions. Provided,
22 however, that all TWU Designated Employees who are on the
23 American Airlines System Seniority List as of DOR and who are not
24 vested in their Non-Elective Employer Contributions as of DOR shall
25 have all prior service with the Company and/or AAG recognized for
26 purposes of determining vesting for post-DOR Non-Elective
27 Employer Contributions to the American 401(k) Plan.
28

29 5. The Company reserves the right to amend the American 401(k) Plan,
30 provided that no amendment may diminish the American 401(k) Plan
31 benefits memorialized herein unless required by law.
32

33 6. The American 401(k) Plan is not incorporated in this Agreement.

1 **ARTICLE 31 - UNION SECURITY AND DUES CHECK-OFF**
2

- 3 A. It shall be a condition of employment that all current employees represented by the
4 Union shall remain members in good standing of the Union, or in lieu thereof pay
5 a monthly service charge to the Union. It shall be a condition of employment that
6 all new employees hired after the effective date of this Agreement and represented
7 by the Union shall become a member of the Union, or pay service charges in lieu
8 thereof, according to the Union's designation of the TWU or the IAM as the
9 organization handling representation responsibilities on behalf of the Union at a
10 given work location. The Union has provided the Company with a listing of
11 Company stations or locations where the TWU is designated to handle
12 representation of employees covered by this Agreement and where the IAM is
13 designated to handle representation of employees covered by this Agreement. If
14 the designation of representation responsibilities at current stations or locations is
15 adjusted in the future or a designation is made for a new work station or location,
16 the Association will promptly advise the Company of any such changes.
17
- 18 B. The obligation of new employees represented by the Union to acquire and maintain
19 membership in the Union, or pay service charges in lieu thereof, shall commence
20 sixty (60) days after the beginning of an employee's employment under this
21 Agreement.
22
- 23 C. The Company will supply the Union with the name, personnel number, and work
24 location of any new employee or transferee covered under this Agreement within
25 fifteen (15) days of the actual report date of said employee. The Company will
26 allow the Union an opportunity during orientation to meet with new employees and
27 transferees regarding union matters.
28
- 29 D. An employee represented by the Union shall not be required to acquire or maintain
30 membership in the Union, or pay a service charge in lieu thereof, if:
31
- 32 1. Membership in the Union is not available to the employee upon the same
33 terms and conditions that are generally applicable to any other employee
34 covered by this Agreement; or
35
- 36 2. The employee's membership in the Union was denied or terminated for any
37 reason other than the employee's failure to pay periodic dues, initiation fees,
38 and assessments (not including fines and penalties) that are uniformly
39 required as a condition of acquiring or retaining membership in the Union.
40 For the purposes of this section, dues, fees, and assessments shall be
41 deemed "uniformly required" if they are required of all employees in the
42 same work classification at the same time in the same Local/Lodge.
43
- 44 E. The following provisions apply to employees represented by the Union who leave
45 employment under this Agreement.

1. Employees who retain seniority under this Agreement and who are regularly assigned or transferred to employment not covered by this Agreement, are on leave, or are furloughed, will not be required to maintain membership or provide financial support as provided in paragraph A. of this Article, but they may do so at their option. Should such employee return to any service covered by this Agreement, he shall as a condition of continued employment become and remain a member in the Union, or pay service charges within thirty (30) days from the date of return to service.

2. The seniority status and rights of employees who serve in the Armed Forces shall not be terminated by reason of any provisions of this Agreement, but such an employee, upon resumption of employment shall as a condition of continued employment become and remain a member of the Union, or pay service charges within sixty (60) days from the date of return to service.

3. If an employee has resigned from the Company and is subsequently rehired, he shall as a condition of continued employment become and remain a member of the Union, or pay service charges within sixty (60) days from the date of rehire.

F. For the purpose of this Agreement, membership in good standing means that the employee represented by the Union is a member of the Union and is not more than sixty (60) days in arrears in the payment of initiation fees, assessments, and membership dues. Alternatively, an employee may not be more than sixty (60) days in arrears in the payment of service charges.

G. When an employee becomes delinquent or not in good standing within the meaning of paragraph E. above, the employee shall be subject to discharge in accordance with the following procedures. Any discharge under the terms of this Article will be based solely upon the failure of the employee to pay initiation fees, assessments, membership dues, or service charges, as specified herein, and not because membership in the Union was denied or terminated upon any other ground.

1. With respect to any discharge under this Article, the internal policy and procedures of the TWU and/or the IAM shall apply. Pursuant to those procedures, the employee shall be provided with notice of any delinquency in payment, the specific amount of payment required, and instructions for making payment within thirty (30) days of the date of the notice. If the required payment is still not received within thirty (30) days following the initial notice, a final notice of delinquency shall be issued, advising that termination of employment will be sought unless full payment in the specified amount is received within thirty (30) days of the date of the final notice. No payments will be accepted after the expiration of the final thirty (30) day notice period. After the expiration of the final notice period, a termination request will be sent to the Company's Vice-President - Labor

1 Relations or his/her designee, with a copy to the employee, providing
2 appropriate documentation that the employee has failed to make payments
3 as required under this Article. The Vice-President – Labor Relations or
4 his/her designee will then take all necessary and proper steps to discharge
5 the employee from the Company's service.
6

7 2. An employee discharged by the Company under the provisions of this
8 Article shall be deemed to have been discharged for non-payment of dues
9 or union financial support, and a notation so made on his employment
10 record.
11

12 3. An employee who believes that the provisions of this Article pertaining to
13 him have not been properly interpreted or applied may appeal his discharge
14 directly to a neutral referee within ten (10) days after the notification of
15 discharge. If the parties cannot agree on a neutral referee, a referee will be
16 chosen from a panel supplied by the National Mediation Board. The
17 alternate strike method shall be used with the employee initiating the first
18 rejection. Such final selection of a neutral referee shall be accomplished
19 within ten (10) days after receipt of the list of neutral referees. If the parties
20 have not reached agreement by the alternate strike method within the ten
21 (10) day period, the first name listed on the panel provided by the National
22 Mediation Board shall be designated the neutral referee.
23

24 4. The hearing before the neutral referee will occur as soon as practicable,
25 and the neutral referee will be requested to issue a decision within thirty
26 (30) days after the hearing. The decision of the neutral referee will be final
27 and binding on all parties to the dispute. The fees and charges for such
28 neutral referee will be borne equally by the employee and the Union. Any
29 other fees, charges and costs incurred relative to the hearing by any party
30 (including legal or attorney fees) shall be borne exclusively by the party
31 incurring the fees, charges and costs.
32

33 H. During the life of this Agreement, provided that the Union is still the collective
34 bargaining representative for the employees covered by this Agreement, the
35 Company agrees to deduct from the pay of each employee and remit to the TWU
36 or the IAM, as applicable, membership dues, initiation fees, and assessments, or
37 service charges in lieu thereof, provided that each such employee has voluntarily
38 executed an authorization and assignment form.
39

40 1. With respect to current employees covered by this Agreement, any
41 authorization and assignment forms previously executed shall continue in
42 full force and effect according to their terms, with American as the successor
43 to US Airways, Inc. for employees who are IAM members or service charge
44 payers.

2. With respect to employees hired after the date of this Agreement, a form for the purpose of Assignment and Authorization for Payment of Dues or Service Charge shall be prepared by the Union and furnished to the Company.
3. When a new employee properly executes the assignment and authorization form, the original copy will be forwarded to the Company's payroll department. Any form which is incomplete or improperly executed will be returned to the Union.
4. An employee's assignment and authorization may only be revoked after the expiration of one year from the date of signing the authorization and assignment form, or upon the termination of the dues/service charge check-off provisions of this Article. Any notice of revocation must be in writing, signed by the employee, and delivered by certified mail to the TWU local union office or the IAM District Lodge office, as applicable.
5. When an Assignment and Authorization form, as specified in this Article, is received by the Company on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or cancelled as provided in this Article. The Company will remit to the TWU and the IAM checks in payment of all dues and service charges collected on a given payday on behalf of each, on or as soon after the payday as practicable. The Company remittance will be accompanied by a list of names, personnel numbers, and station numbers of the employees for whom deductions have been made in the particular period, arranged in order of their personnel numbers. Additionally, the remittance will be accompanied by a listing of those employees who are on unpaid leave of absence or furlough, have accepted a position not covered by this Agreement, or have terminated employment with the Company.
6. No dues or service charge deductions will be made from the wages of any employee who has executed an assignment and authorization form and who transfers to a position not covered by this Agreement, is on leave without pay, or is on furlough. Upon return to work in a position covered by this Agreement, deductions will be automatically resumed in accordance with the time frame specified in paragraph E. 1. provided that such employee has not revoked his assignment and authorization in accordance with this Article. An employee who resigns or is terminated from the Company will be deemed to have automatically revoked his assignment and authorization and, if reemployed, further deductions will be made only upon the execution of a new assignment and authorization. Provided, however, if an employee is reinstated following a disciplinary discharge, deductions will resume automatically unless the assignment and authorization has been revoked in accordance with this Article.

- 1 7. Deductions for dues and service charges will be made from each paycheck
2 provided there is a balance in the paycheck sufficient to cover the amount
3 after all other deductions authorized by the employee or required by law
4 have been satisfied. In the event of a termination of employment, the
5 obligation of the Company to collect dues and service charges will not
6 extend beyond the pay period in which the last day of work occurs.
7
8 8. Following submission of the assignment and authorization for a newly hired
9 employee, a single flat sum deduction for an initiation fee (if applicable) shall
10 be made from the employee's paycheck, provided that there is a balance in
11 the paycheck sufficient to cover the amount after all other deductions
12 authorized by the employee and required by law have been satisfied.
13
14 9. If sufficient earnings do not remain after other deductions as provided in
15 paragraphs H. 7. and H. 8. above, or if there are employees on the payroll
16 that do not have on file with the Company an authorization for deductions
17 as set forth in this Article, the TWU or IAM, as applicable, shall be notified.
18 Notification shall include employee personnel number, name, classification
19 code, department, location and, if applicable, the amount of deduction for
20 each period and total amount for the month. It shall thereafter be the
21 responsibility of the TWU and the IAM respectively to collect amounts owed
22 for which sufficient funds were not available for deduction.
23
24 I. The TWU and the IAM each agree to indemnify the Company and hold it harmless
25 against any and all suits, claims, demands and liabilities, which arise out of or by
26 reason of any action taken or not taken by the Company for the purpose of
27 complying with any provisions of this Article. The Company agrees that in the
28 event it is named as a defendant or charged party in any such action, the Company
29 shall promptly notify the Union. The Union shall maintain the exclusive right to
30 defend, settle, mitigate damages, litigate, and/or take whatever action it deems
31 necessary and proper through attorneys of the Union's choosing and at the Union's
32 cost. If the Company, nevertheless, decides to retain its own counsel, it shall do
33 so at its own cost, and not at the cost of the Union.
34
35 J. The Company will provide for voluntary employee contribution to the Machinist
36 Non-Partisan Political League ("MNPL") for IAM members and TWU Committee
37 on Political Education ("COPE") for TWU members through payroll deduction.
38 Eligibility to participate through the payroll deduction program is restricted to those
39 employees of the Company who are certified by the IAM or TWU to participate in
40 the respective programs in accordance with all requirements under applicable
41 federal and state laws. With respect to current employees covered by this
42 Agreement, any MNPL or COPE authorization and assignment forms previously
43 executed shall continue in full force and effect according to their terms.
44
45 K. "Union" as used in this Article shall mean the TWU or the IAM, as applicable, which
46 together constitute the Association.

ARTICLE 32 - REPRESENTATION

- A. The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:

The Union will be represented by properly designated Union Representatives in each station, department or location. Union Representatives shall be allowed reasonable time required for authorized Union business during working hours, consistent with the needs of the service and shall be compensated for such time at their straight time rate. "Authorized Union business" is that relating to the investigation of grievances, disciplinary action, hearings, and grievance meetings with officials of the Company. The number of representatives, that confer with management at any one time on any issue, including meetings convened under the provisions of paragraph J., will not exceed the number of management employees present plus one (1) additional representative to act in the capacity of a scribe. In the conduct of such authorized Union business, the Union Representative shall notify his supervisor of his desire to leave his work place, the reason therefore, and shall notify his supervisor of his return. When it is necessary for a Union Representative to enter a department other than his own, as a courtesy he shall notify management, if available, of that department.

- B. The Company will be represented by an authorized representative at each point/station/location, who will be empowered to settle all local grievances not involving changes in Company Policy or the intent and purpose of this Agreement.

- C. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

- D. It is understood that officials of either party having responsibilities under this Agreement may delegate those responsibilities to another authorized representative.

- E. International Officers, Accredited Representatives, or Local Officers of the Union will, at any time during regular working hours, have access to the premises of the Company where employees are located, for the purpose of investigating grievances for employees covered by this agreement or other matters directly connected with the operation of this Agreement and its procedures for the settlement of any dispute. As a matter of courtesy, notice of an intended visit will be given to the ranking Company official or his designated representative. A visit will be subject to such reasonable regulations as may be made from time to time by the Company, but the Company will not impose regulations that will render ineffective the intent of this provision nor impair the privacy of any conference necessary to accomplish the purpose of the visit.

- F. All hearings will be conducted during regular day shift working hours. Union officers or representative(s), employee(s), and necessary employee witnesses shall

1 receive their applicable rate of pay while handling grievances or attending
2 hearings.

3
4 When the Company conducts an investigation the Union Representative,
5 employee, and necessary employee witnesses, shall receive their applicable rate
6 of pay.
7

8 G. No employee selected as an officer or representative of the Union will be
9 discriminated against for lawful activity on behalf of the Union.
10

11 H. Service records shall be maintained for all employees by the Company and upon
12 resignation or discharge from the service the employee, upon request, will be
13 furnished with a copy of same. In discharge cases, the employee and his Union
14 representative will have access to the personnel records applicable to the case
15 prior to the holding of any hearing.
16

17 I. Union representatives will, upon request of the TWU Local President/IAM General
18 Chairman, be assigned to a fixed shift and days off. The arrangements will be
19 worked out at each station by that Union representative and the local manager.
20

21 J. In meetings for the purpose of investigation of any matter which may eventuate in
22 the application of discipline or dismissal, or when written statements may be
23 required, or of sufficient importance for the Company to have witnesses present,
24 or to necessitate the presence of more than one Company supervisor, or during
25 reasonable cause or post-accident drug/alcohol testing as provided for in this
26 Article, the Company will inform the employee, including a probationary employee,
27 of his right to have Union representation present. If the employee refuses
28 representation, the supervisor's record will reflect his refusal.
29

30 At the start of a meeting under the provisions of this Article, the Company will,
31 except in rare and unusual circumstances, indicate the reason that causes the
32 meeting and then provide an opportunity for the employee and his Union
33 Representative to confer for a reasonable period of time. Following that period,
34 the meeting will be reconvened and continue until concluded by the supervisor.
35

36 K. Employees covered by this Agreement who are interviewed by a Company
37 Security Department representative as part of a Security Department investigation
38 may, upon request, have a Union Representative present during the interview.
39 If a local Union Representative is not readily available after the request, the
40 Company's Security Department will not be required to wait for his availability
41 before conducting its interview. However, the employee in that circumstance may
42 request the presence of another Union represented employee (peer witness) to
43 be present. The role of the Union Representative or peer witness will be
44 that of a silent observer only. The Union Representative or peer witness may
45 in no way interfere nor impede the Security Department's investigation and/or
46 interview.

1 L. Employees who are required to take a reasonable cause or post-accident
2 drug/alcohol test by the Company may, upon request, have a Union
3 Representative present who shall not suffer loss of pay, as a witness during those
4 parts of the specimen collection process indicated below.
5

6 1. In those stations where a local Union Representative is not readily available,
7 the Company will delay the test for up to one (1) hour from the time the
8 employee requests or is notified of his right to Union representation,
9 whichever occurs first, in order to allow the first available representative to
10 be present at the medical facility.
11

12 2. If normal travel time to the medical collection facility exceeds one (1) hour,
13 then the one (1) hour waiting period will be extended by the amount of travel
14 time in excess of one (1) hour.
15

16 3. Only one (1) Union Representative will be allowed to accompany the
17 employee to the medical collection facility and into the area where the
18 medical collector opens the drug testing kit, completes the relevant
19 paperwork, and secures the kit after completion of the collection process.
20 The Union Representative will be allowed to witness the opening of the
21 collection kit by the collector, the documentation of the chain of custody
22 procedure by the collector and the employee, and the packaging and
23 sealing of the kit for shipment following the collection. The Union
24 Representative will not be allowed to accompany the employee or collector
25 into the restroom.
26

27 4. No Union Representative will engage in any activity, which disrupts the
28 collection process. Should the Union Representative engage in disruptive
29 activity, the Union Representative will be required by the Company's
30 Supervisor to wait in the employee/patient waiting area until the collection
31 process and paperwork have been completed.

ARTICLE 33 - GRIEVANCE PROCEDURE

A. Grievance Steps

An accredited Representative of the Union may investigate, discuss and present a grievance of an employee or employees during regular work hours without suffering loss of pay for time so spent.

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

Verbal Step

Any employee or group of employees who believe that they have been unjustly dealt with, or that any provision of this Agreement has not been properly applied or interpreted, may present the complaint or grievance in person or to a representative of the Union, who in turn will discuss the matter with the employee's immediate supervisor, within five (5) calendar days from the time when the employee first has knowledge or should reasonably have had knowledge of the alleged contractual violation that leads to the grievance. The employee's Supervisor will give a verbal decision to the employee or Union Representative within three (3) calendar days of the discussion. Verbal Step decisions are non-precedential.

Step 1

If the employee is not satisfied with the verbal decision of the employee's supervisor, the matter, through the Union, must be reduced to writing on a standard grievance form or electronic equivalent, and given to his supervisor or designee within seven (7) calendar days from the supervisor's verbal decision. Upon receipt, the employee's supervisor must state in writing his decision and return this form to the Union Representative within seven (7) calendar days from the date he receives the grievance. The Union Representative then must forward this grievance form to the Local Grievance Committee. Step 1 decisions are non-precedential.

Step 2

If no satisfactory adjustment is reached in Step 1, it may be appealed in writing on a standard grievance form or electronic equivalent, through the Union within ten (10) calendar days to the Department Head designated by the Company or his designee. The Department Head or his designee may, at his discretion, establish meeting dates to assist in the timely resolution of such grievances. The Department Head or his designee will render a decision in writing within fourteen (14) calendar days of receipt of the appeal.

1 Step 3

2
3 If no satisfactory adjustment is reached in Step 2, it may be appealed in writing on
4 a standard grievance form or electronic equivalent, through the Union within twenty
5 (20) calendar days after receipt of the Step 2 answer to the Grievance Review
6 Board (GRB). If appealed, the grievance will be reviewed by the GRB or upon
7 request of either party, presented to the GRB. The GRB will consist of four (4)
8 members: the Managing Director of Labor Relations or his designee, one (1)
9 Management designee, and two (2) Union designees. The GRB will meet bi-
10 monthly or sooner if mutually agreed between the parties.

11
12 The GRB will render a decision in writing to the Union within fourteen (14) calendar
13 days of the meeting date. The meeting will take place at the corporate offices of
14 the Company, or another location if mutually agreed upon, to discuss those
15 grievances which have not been resolved at the lower steps.

16
17 If no satisfactory resolution is reached at the GRB, the grievance and the decision
18 may be appealed to the System Board of Adjustment/Arbitration, as set forth in this
19 Agreement, provided, however, said appeal must be submitted within thirty (30)
20 calendar days from receipt of the decision of the GRB or the grievance will be
21 considered to have been withdrawn by the Union.

- 22
23 B. An Accredited International Representative of the Union or designated Company
24 official who believes that any provision of this Agreement has not been or is not
25 being properly applied or interpreted which has not yet become the subject of an
26 actual grievance, will have the right, within ten (10) calendar days after such
27 alleged misapplication or misinterpretation has been ascertained, to protest such
28 violation, in writing, to the other party, who will evaluate such protest and render a
29 written decision in fifteen (15) calendar days. If no satisfactory adjustment is
30 reached, the grievance and the decision may be directly appealed to the System
31 Board of Adjustment/Arbitration.

32
33 The above provision will apply to IAM Assistant General Chairman or TWU Local
34 President with respect to improper application or interpretation of the Agreement
35 affecting a group of employees within their jurisdiction, a grievance will be filed
36 with the designated representative of the Company and begins at Step 3 of the
37 above procedure.

- 38
39 C. Issuance of Discipline

- 40
41 1. No employee who has successfully completed his probationary period will
42 be disciplined to the extent of loss of pay or discharged without an
43 investigation being done by the Company, and advised in writing of the
44 charge(s) preferred against him.

2. If an employee continues to work during an investigation, the company must take disciplinary action, if any, within fourteen (14) calendar days from the time the Customer Service Department learns of the incident upon which such charge(s) is based, with a copy to the local committee and Assistant General Chairman/designated Union representative.
3. If an employee is held out of service during an investigation, he will be compensated for all regularly scheduled hours. The employee will be considered active for all employee benefits, except employee non-revenue travel. Registered passengers are still eligible for travel benefits, in accordance with Company policy. At the end of this investigation, the Company will inform the employee, with a copy to the Union, of the results of the investigation and he will be returned to work or subject to discipline, if any.
4. If an employee is held out of service without pay for any of the following reasons, all other benefits, except employee travel will continue during the investigation. Registered passengers are still eligible for travel benefits, in accordance with Company policy.
 - a. Action constituting a criminal offense, on or off duty.
 - b. Refusal or adulteration of an alcohol/drug test or verified positive drug or confirmed positive alcohol test from the date on the letter of verification/confirmation.
 - c. Failure to cooperate with an investigation.
5. At the end of this investigation, the Company will inform the employee, with a copy to the Union, of the results of the investigation and he will be returned to work or subject to discipline, if any.

D. Disciplinary Grievances Other Than Discharge

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

The hearing will be scheduled within ten (10) calendar days of the Station Director/Manager's receipt of the grievance. The Station Director/Manager will render a decision in writing to the employee within ten (10) calendar days of the hearing, and a copy of the decision will be provided to the accredited representative of the Union. If no satisfactory resolution is reached from the Station Director/Manager's decision, the decision may be appealed in writing on a standard grievance form or electronic equivalent, through the Union within ten (10) calendar days to the Department Head designated by the Company or his

designee, and thereafter Steps 2 and above shall apply. Step 1 decisions are non-precedential.

E. Discharge/Suspension Grievances

In cases of discharge or suspension, the affected employee through the Local Committee, shall file his initial grievance with the Customer Service Director within seven (7) calendar days of the discharge/suspension. The Customer Service Director shall schedule a hearing on the discharge/suspension grievance within ten (10) calendar days of the filing of the grievance. The written decision of the Customer Service Director shall be issued within ten (10) calendar days of the hearing. If the decision reached as a result of the hearing is not satisfactory to the Union, the case may then be processed in accordance with the regular grievance procedure beginning in Step 3.

F. Time Limits

1. The time limits set forth in this Article may only be waived by mutual written agreement between the IAM Assistant General Chairman or TWU Local President and the Managing Director of Labor Relations; or their designees. Failure of the employee or his Union Representatives to comply with any of the prescribed time limits will withdraw any such grievances from further consideration.
2. Failure of the Company to answer grievances within the prescribed time limits in Step 1 will automatically move such grievances to Step 2 of the grievance procedure.
3. Failure of the Company to answer grievances, other than discharge, within the prescribed time limits at Step 2 of the grievance process will result in a one-time monetary penalty of eight (8) hours additional pay to the grievant. Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance. In addition to the monetary penalty above, the Union will have the right to move the grievance to Step 3.
4. For discharge cases, failure of the company to render a decision as prescribed above will result in a monetary penalty equivalent to four (4) hours of pay, as if working, per day at his former regular hourly rate until the decision is issued. Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance. In addition to the monetary penalty above, the Union will have the right to move the grievance as described in Step 3.
5. Calendar days referenced in this Article commence the day of the receipt of a grievance or appeal to the Company.

1 G. Mediation Process

2
3 When the Mediation Process is mutually agreed to after completion of Step 3 of
4 the grievance process, the following will apply:

- 5
6 1. The issues mediated will be the same as the issues the parties have failed
7 to resolve through the grievance process. The presentation of evidence is
8 not limited to that presented at any previous step of the grievance
9 procedure. The rules of evidence will not apply and no transcript of the
10 Mediation Conference shall be made.
11
12 2. The grievant(s) will have the right to be present for the presentation of the
13 case. Other attendees will include those individuals needed to present the
14 parties' positions and to reach agreement with the authority to bind their
15 respective parties. Non-participating observers will not be admitted except
16 by mutual agreement of the parties.
17
18 3. The Company and the Union shall each appoint a principal spokesperson
19 for the Mediation Conference.
20
21 4. The Mediator has the authority to meet both jointly and separately with the
22 parties; however, the mediator has no authority to compel resolution of the
23 grievance.
24
25 5. Any grievance settled during a Mediation Conference that is intended to be
26 non-precedent setting shall be so stated in a jointly executed settlement
27 agreement.
28
29 6. If no settlement is reached during the Mediation Conference, the Mediator
30 shall provide the parties with an immediate oral advisory decision involving
31 the interpretation or application of the collective bargaining agreement,
32 together with the reasons for his decision, unless both parties agree that no
33 opinion shall be provided.
34
35 7. The advisory decision of the mediator, if accepted by the parties, shall not
36 constitute a precedent, unless the parties agree otherwise.
37
38 8. Any written material or documentary evidence presented to the Mediator or
39 to the other party shall be returned to the party presenting that material at
40 the end of the Mediation Conference.
41
42 9. In the event that a grievance, which has been the subject of a Mediation
43 Conference, is subsequently heard before the System Board of Adjustment,
44 the mediator may not serve as the arbitrator, nor may he be called as a
45 witness by either party in the Board's proceedings. During the System
46 Board proceedings on such a grievance, no reference will be made to the

1 fact that the grievance was the subject of a Mediation Conference; nor will
2 there be any reference to statements made, documents provided, or actions
3 taken by either the Mediator or the participants during the course of a
4 Mediation Conference, unless the party offering such statements,
5 documents or actions would have had access or entitlement to them outside
6 of the Mediation Conference.
7

8 10. By agreeing to schedule a Mediation Conference, the parties are not
9 waiving any procedural arguments that they may have regarding the case.
10 Both the Company and the Union reserve the right to raise jurisdictional or
11 procedural issues notwithstanding their agreement to schedule such a
12 conference.
13

14 11. All parties in the Mediation Conference, including the Mediator, are barred
15 from disseminating information pertaining to the conference and/or
16 individual grievances to the public, the media or like source.
17

18 12. All mediation fees and expenses will be shared equally between the parties.
19 The Mediation Conference will be held in the same location, as would a
20 System Board hearing.
21

22 13. Mediators will be selected by mutual agreement of the parties. If the parties
23 are unable to agree to a mediator, then either party may write to the other
24 appealing the grievance to the System Board.
25

26 14. If a mediated grievance is not resolved at the mediation conference, that
27 grievance must be appealed within thirty (30) calendar days to the System
28 Board of Adjustment.
29

30 H. Remedy

31
32 The hearing officer of any suspension or discharge shall have the authority to grant
33 relief including back pay, seniority and record correction appropriate to cases
34 where it is decided to reduce or eliminate disciplinary penalties determined to be
35 unwarranted under the standard of just cause.
36

37 If, as a result of a decision in any of the steps of the grievance procedure, an
38 employee is exonerated, all related corrective action records will be removed from
39 the employee's personnel file. In addition, if he has been held out of service, he
40 will be reinstated without loss of seniority and he will be paid at regular rates for
41 his regularly scheduled hours as if working.

1 I. Probationary Employee

2
3 Probationary employees may be disciplined or discharged at the Company's
4 discretion and no probationary employee shall have the right to grieve any
5 disciplinary or discharge action of the Company.
6

7 J. Hearings

8
9 The Company official to whom a grievance appeal is submitted under this section
10 may designate another member of management as hearing officer as necessary.
11

12 K. Stenographic Report

13
14 When it is mutually agreed that a stenographic report is to be taken by a public
15 stenographer of any investigation or hearing provided for in this Agreement, the
16 cost will be borne equally by both parties to the dispute. When it is not mutually
17 agreed that a stenographic report of the proceedings be taken by a public
18 stenographer, the stenographic report of any such investigation or hearing may be
19 taken by either of the parties to the dispute. A copy of such stenographic record
20 will be furnished to the other party to the dispute upon request at a pro rata cost.
21 The cost of any additional copies requested by either party shall be borne by the
22 party requesting them, whether the stenographic record is taken by mutual
23 agreement or otherwise.

ARTICLE 34 - SYSTEM BOARD OF ADJUSTMENT/ARBITRATION

- A. In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment/Arbitration ("System Board") for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedure for settling disputes as set forth under Article 33. However, by mutual agreement, any cases properly referable to the System Board may be submitted to it in the first instance.
- B. The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union and one (1) selected for each dispute from a panel of Eleven (11) Arbitrators established by mutual agreement between the Union and the Company. After a panel member has served for a period of two (2) years, either party may request that such member be removed from the panel. However, a member of the panel may be removed during the term of this Agreement by mutual agreement between the parties. When a change is made, the parties will select the new panel member(s) by the same method used to select the original panel members.
- C. Hearings of the System Board for discipline and discharge cases will be held in the city of the Company's operating bases where the grievant is located. Hearings of the System board for contractual interpretation cases will be held in the city of the Company's corporate headquarters unless otherwise mutually agreed to between the parties.
- D. The System Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any of its amendments.
- E. The Board shall consider any dispute within the System Board's jurisdiction submitted to it by the Union or by the Company's Chief Operating Officer or his authorized representative, when such dispute has not been previously settled in accordance with the terms of this Agreement.
- F. All disputes properly referred to the Board for consideration shall be addressed to the Board Members.
- Each case submitted shall show:
1. Question or questions at issue;
 2. Statement of facts;
 3. Position of employee or employees;

1 4. Position of Company.
2

3 When possible, joint submissions will be made, but if the parties are unable to
4 agree upon a joint submission, then either party may submit the dispute and its
5 position to the Board. No matter shall be considered by the Board, which has not
6 first been handled in accordance with the appeal provisions of this Agreement,
7 including the rendering of a decision thereon by the Chief Operating Officer of the
8 Division or his duly designated representatives.
9

10 G. Upon receipt of notice of the submission of a dispute, the parties shall agree on a
11 date for the hearing, or if at least two (2) members of the Board consider the matter
12 of sufficient urgency and importance then at such earlier date and at such place
13 as the parties shall agree upon, but not more than thirty (30) days after such
14 request for meeting is made.
15

16 H. An employee covered by this Agreement may be represented at System Board
17 hearings by a person(s) designated by him and the Company may be represented
18 by a person(s) designated by it. Evidence may be presented both orally and in
19 writing. Individual members of the System Board may, summon any witnesses who
20 are employed by the Company and who may be deemed necessary by the parties
21 to the dispute.
22

23 I. The decision of the System Board shall be rendered within thirty (30) days after
24 the close of the hearing. A majority vote of the members of the System Board shall
25 be necessary to make a decision. The decisions will be final and binding upon the
26 Company, the Union and the grievant(s).
27

28 J. The time limits specified in this Article may be extended by mutual agreement
29 between the parties to this Agreement.
30

31 K. Nothing contained in this Article will be construed to limit, restrict, or abridge the
32 rights or privileges accorded either to the employees, the Company, or their duly
33 accredited representatives under the provisions of the Railway Labor Act, as
34 amended.
35

36 L. The System Board shall maintain a complete record of all matters submitted to it
37 for consideration, and of all findings and decisions made by it.
38

39 M. Each of the parties will assume the compensation, travel expense and other
40 expenses of the System Board members selected by them.
41

42 N. Each of the parties will assume the compensation, travel expense and other
43 expenses of the witnesses called or summoned by them. A witness who is an
44 employee of the Company shall receive free round trip transportation over the
45 Company system, so far as space is available from the point of duty or assignment
46 to the point at which he must appear as a witness, to the extent permitted by law.

- 1 O. The designated Company member and Union members, acting jointly, shall have
2 the authority to incur such other expenses as, in their judgment, may be deemed
3 necessary for the proper conduct of the business of the System Board, and such
4 expenses shall be borne one-half (1/2) by each of the parties. Company and Union
5 members will be granted necessary leaves of absence for the performance of their
6 duties as System Board members. Board members shall be furnished free round
7 trip transportation over the Company system so far as space is available for the
8 purpose of attending meetings of the System Board, to the extent permitted by law.
9
- 10 P. A System Board member shall be free to discharge his duty in his capacity as a
11 System Board member in an independent manner without fear that his individual
12 relations with the Company or with the Union may be affected in any manner by
13 any action taken by him in good faith.

ARTICLE 35 - GENERAL

- 1
- 2
- 3 A. The Company agrees that there shall be no established maximum age limit in the
- 4 hiring of employees.
- 5
- 6 B. The Company will, within ninety (90) days of ratification and at local orientations of
- 7 new employees, provide each employee covered by this Agreement with a copy
- 8 of the Agreement printed in a spiral bound copy.
- 9
- 10 C. The Company will provide the designated TWU/IAM representatives electronic
- 11 access to Company manuals, publications, and associated documents including
- 12 revisions expressly referred to in the Agreement.
- 13
- 14 D. The Company will provide parking for employees at their work location and pay
- 15 monthly parking and fees as assessed by the appropriate authority. This provision
- 16 will not apply to replacement charges to employees for parking decals, stickers,
- 17 gate keys, or similar items.
- 18
- 19 E. When bus transportation to and from employee parking facilities is recognized by
- 20 the Company as an integral part of the employee parking arrangements that
- 21 transportation will be at Company expense.
- 22
- 23 F. It is the Company's intent to continue the cooperative relationship between the
- 24 Company's Employee Assistance Program (EAP) and the Union Employee
- 25 Assistance Programs (UEAP). The Association will appoint two (2) full time UEAP
- 26 Directors, who will be paid by the Company.
- 27
- 28 G. An employee's first confirmed positive drug/alcohol test will not automatically result
- 29 in termination.
- 30
- 31 H. All orders to and requests from an employee involving transfers, promotions,
- 32 demotions, layoff, recall, leaves of absence, or anything affecting his pay will be
- 33 in writing.
- 34
- 35 I. This Agreement may not be amended or supplemented except by a written Letter
- 36 of Agreement signed by both the Vice President or Managing Director of Labor
- 37 Relations or their designee on behalf of the Company and the Director and Vice
- 38 Director of the Association or their designees.
- 39
- 40 J. When an employee is scheduled for an O.S.H.A. hearing exam outside of his
- 41 regular shift, he will be paid for the time spent outside of his regular shift as if it
- 42 were time spent at his regular work, and overtime rates would apply, if applicable.
- 43
- 44 K. The Company will allow the Union an opportunity, during local orientation, to meet
- 45 with new employees and transferees regarding Union matters.

- 1 L. An employee who appears as a witness in a legal proceeding at the request of the
2 Company will be paid the applicable rate during witness service.
3
- 4 M. An employee who is compelled by subpoena to testify in any other legal
5 proceeding, will be allowed time off to attend such proceedings. An employee
6 compelled to testify in any legal proceeding (except those against the Company),
7 may, at his option, use any compensated time off (excluding block vacation and
8 sick) to make up his wages for time missed when attending such proceedings.
9
- 10 N. The Company will promptly notify the employees and the Union of the use of any
11 material, equipment, or procedure known to be hazardous to employees exposed
12 and the known procedures to control the hazards via a Safety Data Sheet (SDS).
13 The Company will promptly provide the Union with the results of any management
14 or government health and safety survey concerning the employees represented by
15 the Union.
16
- 17 O. When the Company is made aware, by the manufacturer or distributor of a
18 product recall or equipment recall, the Company will take appropriate action to
19 ensure the safety of its employees. The Company will also notify the Union of the
20 issue as soon as possible and of any subsequent action that is taken.
21
- 22 P. Service records shall be maintained for all employees by the Company. An
23 employee and his Union representative will be granted access to the employee's
24 individual personnel records when properly requested in writing by the employee.
25 Management reserves the right to be present when employee personnel records
26 are reviewed. This review may be accomplished prior to any grievance hearing
27 and copies of relevant documentation will be provided.
28
- 29 Q. Level I, II and III disciplinary letters issued to employees covered by this
30 Agreement shall not remain in their personnel record for a period of more than
31 twelve (12) active months except when associated with a higher discipline level. In
32 such cases, the disciplinary letters will remain until the expiration of the higher
33 discipline level.
34
- 35 R. Employees covered by this Agreement and their immediate families will be granted
36 the same transportation privileges on the Company's system as may be
37 established by Company regulations for all personnel.
38
- 39 S. Union business travel will be provided pursuant to Company policy.
40
- 41 T. Where uniforms are not required or provided by the Company, employees will be
42 required to wear work clothing that is reasonably suitable and safe for the type of
43 work they are assigned.

- 1 U. The Labor Advisory Committee will include a minimum of two (2) representatives
2 designated by the Association for the purpose of addressing issues of common
3 interest among all employees at the Company.
4
- 5 V. Employees who resign will give the Company two (2) weeks' notice of resignation
6 in writing. The Company may, at its option, give the employee two (2) weeks of
7 pay at his regular hourly rate, in lieu of working the notice period.

ARTICLE 36 - UNIFORMS

- A. Employees are required to wear a uniform while on duty in compliance with Company uniform dress code standards. Where employees are required by the Company to wear standard Company uniforms, the uniform will include a 3-in-1 jacket or coveralls and a jacket furnished by the Company. Upon request, local management will launder uniforms of employees whose uniforms have been chemically-soaked. The employee shall be responsible for all other laundering/cleaning costs unless state law requires otherwise. Lettering of any description other than standard AA insignia as prescribed by the Company will not be permitted on any work clothing, except that employees may wear the standard TWU/IAM/Association insignia on work clothing or hats. A TWU/IAM/Association pin may be worn on the Company uniform. Standard uniforms will be exchanged for maternity uniforms upon request.
- B. The Company and Union agree to meet on an annual basis to discuss uniform requirements based on environment/climate.
- C. Basic issue uniform pieces will be replaced at Company expense every eighteen (18) months. The basic set of uniforms shall consist of seven (7) tops (shirts) and seven (7) bottoms (shorts or trousers). The 3-in-1 jacket or coveralls and jacket will be replaced every sixty (60) months.
- D. Employees may purchase uniform pieces in addition to the required basic issue or optional uniform pieces at their own expense at any time. Payment for additional basic or optional uniform pieces will be a one-time lump sum or four (4) equal payroll deductions, at the Employee's option, subject to the following restrictions: (i) such deduction must be permitted by applicable state law and employees must sign a payroll deduction form in those states that require individual employee authorizations in order to carry out that deduction; (ii) the minimum purchase eligible for payroll deduction is \$25.00; (iii) the maximum balance due allowed on an employee's account is \$300.00; and (iv) the minimum amount to be deducted per pay period shall be \$20.00, unless the remaining balance is less than \$20.00.
- E. Uniform pieces, which are damaged beyond repair by aircraft fluids, cargo, cargo bins, etc., will be replaced with the Company paying the full cost of replacement.
- Employees who lose uniform pieces or damage uniform pieces as a result of improper care/maintenance or cleaning or as a result of not wearing protective clothing will be responsible to pay for replacement pieces.
- F. Employees transferring outside the bargaining unit or who terminate or resign are required to return all articles of the basic uniform to the Company, and are required to pay any outstanding uniform account balance to the Company.

1 G. Protective clothing will be provided by the Company as follows:

- 2
- 3 1. Rain gear and gloves will be provided to employees assigned to the ramp,
- 4 cargo and catering.
- 5
- 6 2. Ear protectors will be provided to and must be worn by employees assigned
- 7 to positions exposed to aircraft noise.
- 8
- 9 3. Kneepads will be provided to employees assigned to the ramp in an aircraft
- 10 loading/unloading capacity.
- 11
- 12 4. Articles of protective clothing damaged by aircraft fluids, cargo, cargo bins,
- 13 etc., will be replaced by the Company. Articles of protective clothing lost or
- 14 damaged by the employee will be replaced by the employee.
- 15
- 16 5. Employees transferring outside the bargaining unit or who terminate or
- 17 resign are required to return all articles of protective clothing to the
- 18 Company.
- 19

20 H. The Company reserves the right to utilize vendor-provided uniforms and

21 laundering.

ARTICLE 37 - BULLETIN BOARDS

- 1
2
3 A. The Company will provide locked and secured bulletin boards at each station
4 where employees are employed, marked Airline Fleet Service Employee
5 Association TWU/IAM, and the appropriate Local/District number, for the posting
6 of official notices of Union activities not inconsistent with the Railway Labor Act, as
7 amended. Notices will bear the signature of an officer of the Union and will not
8 contain anything of a defamatory or personal nature attacking the Company or its
9 representatives. No political circulars, propaganda or advertisements will be
10 placed on these bulletin boards. The Company will not oppose the Union's posting
11 of any bulletins offering benefits provided by any insurance company sanctioned
12 by the Union on Union bulletin boards for employees covered under this
13 Agreement.
14
15 B. Bulletin boards will be located in areas that will be easily accessible to employees
16 in each area as agreed to between the parties.
17
18 C. The Company will provide bulletin boards as specified and agreed to by the Joint
19 Safety Committee for safety related issues.

ARTICLE 38 - NO STRIKE - NO LOCKOUT

- A. It is understood and agreed that the Company will not lock out any employees covered hereby, and the Union will not authorize or take part in any strikes, sit-down, slowdown, or picketing of Company premises during the life of this Agreement until the procedures for settling disputes as provided herein and provided by the Railway Labor Act, as amended, have been exhausted. The Company will not require the employees hereunder to cross picket lines of the Company's employees legally established under contractual provisions and the Railway Labor Act on or in front of the premises. The individual or concerted refusal to pass such picket lines shall not constitute grounds for discipline, discharge, lay-off, or be considered a violation of this Agreement.
- B. The Company shall not perform "Struck Work" of Wholly Owned Carriers. "Struck Work" is Fleet Service work traditionally and regularly performed by a Wholly Owned Carrier where and during the period the Fleet Service employees of that Wholly Owned Carrier are engaged in a lawful strike, and where the Company has not previously performed the work in question. There shall be no prohibition against a concerted refusal of employees of the Company to perform Struck Work. Moreover, the Company will not hire employees of Wholly Owned Carriers to perform Fleet Service work at the Company during a period when the Fleet Service employees are engaged in a lawful strike.

1 **ARTICLE 39 - RECOGNITION OF RIGHTS AND COMPLIANCE**
2

3 A. The Union recognizes that the Company will have sole jurisdiction of the
4 management and operation of its business, the direction of its working force, the
5 right to maintain discipline and efficiency in its hangars, stations, shops, or other
6 places of employment, and the right of the Company to hire, discipline, and
7 discharge employees for just cause, subject to the provisions of this Agreement. It
8 is agreed that the rights enumerated in this Article will not be deemed to exclude
9 other preexisting rights of management not enumerated which do not conflict with
10 other provisions of this Agreement.

11
12 B. Management employees may assign and/or direct the work of covered employees
13 where Crew Chiefs are not readily available.

ARTICLE 40 – RETIREMENT BENEFIT

A. The Company has maintained a retirement plan for the employees for a number of years. The full text of “The Retirement Benefit Plan of American Airlines, Inc. for Employees Represented by the Transport Workers Union of America, AFL-CIO” (successor to “The American Airlines, Inc. Retirement Benefit Plan for Maintenance and Related Employees”) (“Plan”) is on file with the Company and is available to the employees in accordance with government regulations. The Plan has been amended to enhance and clarify benefits over time. The Plan is frozen effective 11:59 p.m. on October 31, 2012.

B. The following changes to the Plan were made by Letter dated 08/09/80.

1. For an employee member who was first eligible to join the Plan prior to January 1, 1956, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service.
2. For the employee member who was first eligible to join the Plan between January 1, 1956 and April 1, 1978, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service and the attainment of age twenty-five (25).
3. For the employee member who was first eligible to join the Plan April 1, 1978 or later, credited service will be counted from the first of the month coincident with or next following his or her completion of one year of Company service.
4. After December 31, 1976, credited service will not include periods of unpaid hours in excess of one hundred eighty (180) hours in a calendar year. A leave of absence for Union business for which the employee member has been paid by the Union will be counted as credited service for the Plan.

C. The following changes to the Plan were made by Letter dated 08/01/85.

1. Effective for employees who are on the active payroll on September 1, 1985, Credited Service under the Retirement Benefit Plan will include any periods of employment during which an employee would have accrued Credited Service if the age 25 eligibility restriction had not existed in prior years. Credited Service will be counted from the January 1st or July 1st following completion of one (1) year of Company service.
2. For purposes of the preceding paragraph, "on the active payroll" means actually at work. It will also include employees who retire from the active payroll in the calendar month preceding September 01, 1985, those who

1 are on a paid sick or vacation period, on an overage leave, or on a Union
2 leave on September 01, 1985. It does not include employees who are on
3 a personal leave of absence, unpaid sick leave, or other unpaid absence
4 from work on September 01, 1985, unless they actually return to work.
5

6 D. The following changes to the Plan were made by Letter(s) dated 05/05/89.
7

- 8 1. A new vesting schedule will apply to employees who perform at least one
9 hour of service for which they are paid on or after January 1, 1990.
10
- 11 2. The new vesting schedule will provide that such employees will become
12 100% vested after completing five years of vesting service as defined in the
13 plan. Prior to completing five years of vesting service, employees will have
14 0% vested benefits.
15
- 16 3. Rules for counting vesting service and for applying breaks in service remain
17 unchanged from the current plan.
18
- 19 4. The Company agreed to retroactively credit all pensionable hours worked
20 past age 65 for TWU represented employees who retire from the active
21 payroll after January 1989.
22

23 E. The amendments covered in Article 40 E. will be applicable only for those
24 members classified as "Maintenance & Related", who are on active payroll or
25 on an approved leave of absence with recall rights as of 03/01/01 and whose
26 benefits commence on or after the first day of the month following 03/01/01.
27

28 1. Final Average Compensation
29

30 The compensation used for calculating a member's retirement benefit will
31 be the average of the highest forty eight (48) consecutive months of pay
32 out of the one hundred and twenty (120) consecutive months of pay
33 preceding the date of retirement. The definition of the compensation used
34 to determine the forty- eight (48) and one hundred and twenty (120) month
35 periods is unchanged. Various formulas exist for benefits, e.g., $1.667 \times$
36 Final Average Earnings \times Years of credited service, which are also
37 unchanged.
38

39 2. Eligibility For Benefits – Early Retirement
40

41 A member will be eligible for early retirement on or after attaining the earlier of:
42

- 43 a. age 55 and fifteen (15) years of credited service; or

1 b. age 60 and ten (10) years of credited service.
2

3 3. Early Retirement Benefits
4

5 Pension benefits determined as of early retirement will be reduced 3% for each
6 year that the member is less than age 60.
7

8 F. After October 31, 2012, no further benefits will accrue under the Plan. Benefits
9 for current employees who are participants in the Plan will be determined based
10 on their pension accrual calculated as of October 31, 2012, and no new
11 participants will be added to the Plan after October 31, 2012. This pension freeze
12 will not result in the loss of any pension benefits accrued through October 31,
13 2012. Service performed after October 31, 2012, will not be counted for any
14 purpose except as otherwise required by law. The benefits accrued as of October
15 31, 2012, will remain obligations of the Plan and its related trust on behalf of
16 existing Plan participants and will be paid in accordance with the terms of the
17 Plan.

ARTICLE 41 - TEMPORARY ASSIGNMENTS

- A. The Company, at its option, may utilize temporary employees due to operational needs which require additional personnel for a predetermined period of time. Temporary assigned employees may accomplish and perform work not to exceed forty-five (45) calendar days twice within a rolling calendar year per location, unless extended by mutual agreement between the Company and Union. If the period of time is extended by mutual agreement, it will reduce the second period equal to the number of extended days, not to exceed a total of ninety (90) days completed within the 365 rolling calendar days. The year will be measured by the start date of the first temporary assignment with a break of thirty (30) calendar days between any periods.
- B. Before hiring temporary employees, the Company and the Union will meet to discuss the anticipated number of employees, duration and job(s) to be filled within the duty assignment and identify work areas.
- C. Temporary employee positions will be offered as follows:
1. Employees on furlough with recall to the location where the temporary assignment exists will be offered the opportunity in seniority order. A refusal of a temporary assignment does not relinquish an employee's recall rights.
 2. Part time employees at the location will be proffered temporary full time upgrades prior to hiring full time temporary employees.
 3. TDY (temporary duty) positions will be posted through the Company's employee website Jetnet for a minimum of five (5) days. Temporary transfer requests will be accepted only after a temporary vacancy has been posted and transfer requests will be valid for the specific posting only. Employees must meet the minimum requirements listed in the posting in order to be considered for a transfer. Temporary transfers from active employees will be considered only if the employee's current location can operate without the covered employee, based on needs of service as determined by management. During such assignment, the employee will, while away from his station, be paid a per diem in accordance with Article 20 for meals and actual reasonable expenses for lodging and transportation. All expenses must be approved and paid for by the Company. Whenever receipts are not provided, the employee will be paid in accordance with Company policy. Employees shall be granted positive space travel to and from their base station at the beginning and conclusion of the assignment.

1 4. Hire temporary employees.
2

3 D. It is not the Company's intent to circumvent overtime when utilizing temporary
4 employees. During shift(s) when temporary employees are working, the Company
5 will, at a minimum, offer and award overtime to cover normal lost time (e.g. sick,
6 FMLA that commences within the temporary assignment period, jury duty,
7 bereavement). Mandatory overtime will first be assigned to temporary employees
8 prior to assigning to permanent employees.
9

10 E. The following restrictions apply to temporary employees as outlined in C.4. above:
11

12 1. Rate of pay will not be higher than a permanent entry level employee.
13

14 2. Will not accrue any seniority.
15

16 3. Will not operate motorized equipment.
17

18 4. May not be eligible for company benefits (i.e. travel, medical, dental, etc.).
19 If benefits are offered, they will not be greater than benefits offered to
20 employees covered by the collective bargaining agreement.
21

22 F. If the company utilizes temporary employees in any work area, no permanent
23 employee will be reassigned or displaced from that work area.

ARTICLE 42 - PART TIME EMPLOYEES

- A. Permanent part-time employees may be employed by the Company based on needs of service as determined by the Company. For the first year of this agreement, measured from the first day of the month following its ratification, the number of part-time employees will not exceed thirty-two percent (32%) of the total Fleet Service work force calculated on a system-wide basis, with an annual increase on each anniversary date of one (1%) percentage point up to a maximum of thirty-six percent (36%). The allowable part-time percentage shall be calculated based on an annual twelve-month average of part-time employees as of the first day of each month. If the Company exceeds the annual percentage cap in any year, it will begin the process (as outlined in Article 9 Transfers & Promotions) of offering by bid, upgrade or new hire the number of full-time positions equal to the overage within forty-five (45) days of the beginning of the following measurement year necessary to cure such overage.
- B. Full time employees will not be arbitrarily replaced with part time employees
- A joint AA-Association part time Fleet Service Review Committee, composed of two (2) representatives from each party, shall be established to review utilization of part time staffing. This committee shall be a standing committee that meets on a predetermined periodic schedule, as well as an ad hoc basis. The committee will have access to the information necessary for making determinations as to whether the part time/full time mix is and continues to be in accordance with the principles outlined above as well as those specific scheduling and staffing provisions outlined in the Agreement. This committee will review part time issues brought to its attention, and will take the necessary and appropriate action to resolve those issues.
- C. A monthly report to measure and track the movement of part time and full time employees' headcount per station will be provided to the Association.
- D. A monthly report of extended hours by shift for part timers will be maintained at each station and provided to the Association.

LETTERS OF MEMORANDUM

SUBJECT

LETTER 1 - NEW HIRE CONSIDERATINO BERWEEN AGREEMENTS

LETTER 2 - VOLUNTARY EARLY OUT PROGRAM

LETTER 3 - VACATION METHODOLOGY

LETTER 4 - PAYROLL SYSTEM TRANSITION AGREEMENT

LETTER 5 - RECALLS AND TRANSFERS TO NEWLY OPENED STATIONS

LETTER 6 - VACATION LUMP SUM

LETTER 7 - RETIREMENT FROM INACTIVE STATUS

LETTER 8 - BACKGROUND CHECKS

LETTER OF MEMORANDUM 1
NEW HIRE CONSIDERATION BETWEEN AGREEMENTS

February 13, 2018

Tim Klima
Airline Coordinator
Transportation Department IMAW

Mike Mayes
Air Division Director
Transport Workers Union of America

Re: New Hire Consideration Between Agreements

This will confirm our understanding reached during negotiations, that qualified employees under the Flight Simulator and Instructor Agreements with a valid transfer request on file will be considered for new hire vacancies in the Fleet Service, Maintenance, and Stores Agreements. The same understanding shall apply in reverse, i.e. a qualified employee covered by the Fleet Service, Maintenance or Stores Agreements with a valid transfer request on file will be considered for new hire vacancies in the Technician or Instructor Agreements.

Very truly yours,

James B. Weel
Managing Director – Labor Relations
American Airlines, Inc.

Agree and Concur:

Tim Klima

Mike Mayes

LETTER OF MEMORANDUM 2
VOLUNTARY EARLY OUT PROGRAM

Tim Klima
Airline Coordinator
Transportation Department IMAW

Mike Mayes
International Administrative Vice President
Transport Workers Union of America

Voluntary Early Out Program

In the event of a headcount overage or the need for a reduction in force which occurs after ratification of a new JCBA for the combined LUS-LAA Association membership, the Company will offer active employees and employees on authorized Union Leave of Absence the opportunity to participate in a Voluntary Early Out Program as follows:

- Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction.
- The maximum number of VEOs (Voluntary Early Outs) offered in a location, classification and bid area / duty assignment will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area / duty assignment
- Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within thirty days of the employees release date and lose all rights to any recall and their seniority will be forfeited
- In addition to lump sum payment, employee will receive any severance allowance as outlined in their applicable TWU/IAM Association agreement.

This Lump sum payment will not have any impact on any Sick Leave Buy Back provisions in any of the Association Collective Bargaining.

Sincerely,

James B. Weel
Managing Director – Labor Relations

1
2
3 Agreed to:
4
5
6

7 _____
8 Tim Klima
9 Airline Coordinator
10 Transportation Department IAMAW
11

12 _____
13 Mike Mayes
14 International Administrative Vice President
15 Transport Workers Union of America

1 **LETTER OF MEMORANDUM 3**
2 **VACATION METHODOLOGY**
3
4

5 March 2, 2020
6
7

8 Tim Klima
9 Airline Coordinator
10 Transportation Department IAMAW
11
12 Mike Mayes
13 Air Division Director
14 Transport Workers Union of America
15

16 Vacation Methodology
17

18 During the discussions leading to the Joint Collective Bargaining Agreements
19 (“JCBA”) the Company and the Association (“Parties”) agreed that the vacation
20 methodology in the JCBA for all Association represented employees would be based on
21 an “earn and use for the next year” methodology. The current IAM CBAs covering
22 Legacy US Airways Fleet Service Clerks (“IAM Fleet”) and Legacy US Airways
23 Maintenance Training Specialists (“IAM MTS”) provide for a an “earn and use” in the
24 current year vacation methodology.
25

26 To transition these work groups smoothly to the new JCBA vacation
27 methodology, the parties agree that upon ratification of the JCBA, IAM Fleet and IAM
28 MTS will transition to the JCBA vacation methodology as follows:
29

- 30
- 31 • For the calendar year 2020 current IAM CBA vacation methodology shall apply,
32 i.e. IAM Fleet and IAM MTS will continue under the current year methodology
33 and application as described in the Collective Bargaining Agreement.
 - 34 • For the year 2021, IAM Fleet and IAM MTS employees, will be credited a full
35 vacation allowance on January 1, 2021. For example, an employee who has the
36 ability to earn five (5) weeks of vacation in year 2021, will be credited such
37 vacation allowance of five (5) weeks of vacation on January 1, 2021 regardless
38 of the amount of time the employee worked in year 2020. Further, these
39 employees will also not be required to repay the Company for any vacation
40 received in year 2021 as described under the previous Legacy US Airways
41 Collective Bargaining Agreement.
 - 42 • Beginning in year 2021 IAM Fleet and IAM MTS employees’ will begin to accrue
43 vacation for use in year 2022 under the new JCBA (accrue in 2021 for use in
44 2022).
45
46

1 If the above accurately reflects your understanding of our agreement, please indicate by
2 signing below.

3
4 Sincerely,

5
6
7 James B. Weel
8 Managing Director – Labor Relations
9 American Airlines, Inc.

Lynn Vaughn
Managing Director – Labor Relations
American Airlines, Inc.

10
11
12 Agreed to:

13
14
15 _____
16 Tim Klima
17 Airline Coordinator
18 Transportation Department IAMAW

Mike Mayes
Air Division Director
Transport Workers Union

19
20
21 cc: L. Guia
22 S. Pantoja
23 A. Garcia
24 J. Glass
25 T. Regan
26 G. Peterson
27 A. Sutton

LETTER OF MEMORANDUM 4
PAYROLL SYSTEM TRANSITION AGREEMENT

March 3, 2020

Tim Klima
Airline Coordinator
Transportation Department IAMAW

Mike Mayes
Administrative Vice President
Transport Workers Union of America

Payroll System Transition Agreement

During the negotiations leading to a new Joint Collective Bargaining Agreement, the Company informed the Association of its plan to transition from a “pay current” payroll process to a “pay in arrears” payroll process for any Association members who are in a “pay current” payroll process.

As a result, any employee impacted by this payroll process transition will experience a delay in payroll payment of approximately one week's pay (i.e., approximately twenty (20) hours for part-time employees and approximately forty (40) hours for full-time employees).

In addition, the Parties agree that any Association members who are currently in a weekly payroll cycle will transition to a biweekly payroll cycle, except for Association members in states where the applicable state law requires a weekly payroll cycle.

To assist with these transitions, the Company will offer the following options, on a one-time basis, to any affected Association members:

Option 1: Employees who are affected by either the payroll process transition or weekly pay transition, may choose to receive an interest free payroll advance from the Company, in an amount equal to twenty (20) hours of such employee's pay for part-time employees and forty (40) hours of such employee's pay for full-time employees, to be repaid through payroll deduction. Such employees may choose to repay this payroll advance through equal installments over a period of ten (10) or twenty-six (26) pay periods. Employees who select this option must complete a payroll deduction authorization as required by applicable state law.

Option 2: Employees who are only affected by the payroll process transition to “pay in arrears” (and not the weekly pay transition) may choose to use either compensatory time, accrued vacation, or accrued sick time up to the lower of: (i)

1 the number of hours in their compensatory time, vacation, or sick bank, or (ii)
2 twenty (20) hours for part-time employees and forty (40) hours for full-time
3 employees.
4

5 This agreement is made on a non-precedent non-referable basis. If the Association
6 agrees, please confirm by signing below.
7
8
9

10 Sincerely,
11
12
13

14 James B. Weel
15 Managing Director – Labor Relations
16 American Airlines, Inc.
17

Lynn B. Vaughn
Managing Director – Labor Relations
American Airlines, Inc.

18 Agreed to:
19
20
21

22 _____
23 Tim Klima
24 Airline Coordinator
25 Transportation Department IAMAW
26

Mike Mayes
Administrative Vice President
Transport Workers Union

27 cc: L. Guia
28 J. Glass
29 L. Vaughn
30 S. Pantoja
31 A. Garcia
32 G. Peterson
33 T. Regan

LETTER OF MEMORANDUM 5
RECALLS AND TRANSFERS TO NEWLY OPENED STATIONS

March 3, 2020

Tim Klima
Airline Coordinator
Transportation Department IAMAW

Mike Mayes
Administrative Vice President
Transport Workers Union of America

Recalls and Transfers to Newly Opened Stations

During the negotiations leading to a new Joint Collective Bargaining Agreement for Fleet Service Agents, the Company and the Association agreed to reopen and staff five (5) new stations (BNA, DTW, IAH, MSY and SNA). Fleet service agents that have recall to those stations will be recalled first and will have station protection at those stations consistent with the JCBA. The Company may also need to post vacancies in order to initially restaff the five new stations. If the Company posts vacancies to complete the restaffing, fleet service agents who respond to the initial vacancy posting can transfer their station-protection under the JCBA from their existing station to the newly-opened station. Any fleet service agent who responds to subsequent vacancies associated with the restaffing of the five new stations will not transfer their station protection to the newly opened station; however, other applicable system or seniority related protections will continue to exist.

This agreement is made on a non-precedent non-referable basis. If the Association agrees, please confirm by signing below.

Sincerely,

Lynn Vaughn
Managing Director – Labor Relations
American Airlines, Inc.

Agreed to:

1
2 Tim Klima
3 Airline Coordinator
4 Transportation Department IAMAW
5
6
7 cc: L. Guia
8 J. Glass
9 J. Weel
10 S. Pantoja
11 A. Garcia
12 G. Peterson
13 T. Regan
14 A. Sutton

Mike Mayes
Administrative Vice President
Transport Workers Union

**LETTER OF MEMORANDUM 6
VACATION LUMP SUM PAYMENT**

March 4, 2020

Tim Klima
Airline Coordinator
Transportation Department IAMAW

Mike Mayes
Air Division Director
Transport Workers Union of America

Vacation Lump Sum Payment

During the discussions leading to the Joint Collective Bargaining Agreements (“JCBA’s”) the Company and the Association agreed that if any Association represented employee earned an extra week of vacation as a result of the change in vacation accruals in the vacations tentative agreement, on a one time basis for calendar year 2020 only, the Company will pay out in a lump sum any extra week of earned vacation to any impacted Association employee. Such lump sum will be paid out no later than sixty (60) days after ratification and will be subject to applicable tax withholdings and authorized deductions.

If the above accurately reflects your understanding of our agreement, please indicate by signing below.

Sincerely,

James B. Weel
Managing Director – Labor Relations
American Airlines, Inc.

Lynn Vaughn
Managing Director – Labor Relations
American Airlines, Inc.

Agreed to:

Tim Klima
Airline Coordinator
Transportation Department IMAW

Mike Mayes
Air Division Director
Transport Workers Union

1
2 cc: L. Guia
3 S. Pantoja
4 A. Garcia
5 J. Glass
6 T. Regan
7 G. Peterson
8 A. Sutton

LETTER OF MEMORANDUM 7
RETIREMENT FROM INACTIVE STATUS

RE: RETIREMENT FROM INACTIVE STATUS

Date: DOR

Tim Klima
Airline Coordinator
Transportation Department IMAW

Mike Mayes
Air Division Director
Transport Workers Union of America

During the recent round of negotiations the issue concerning employees retiring from inactive service was discussed. This letter is to confirm that the Company discontinued the practice which required Association Related employees, who are on the seniority roster but not on the active payroll, to return to work for at least one day prior to retirement in order to be eligible for retirement benefits, e.g., flight and medical/dental.

Sincerely,

/s/ James B. Weel
Managing Director – Labor Relations
American Airlines, Inc.

Agree and Concur:

/s/ Tim Klima

/s/Mike Mayes

LETTER OF MEMORANDUM 8 BACKGROUND CHECKS

RE: BACKGROUND CHECK

Revised DOR

Tim Klima

Airline Coordinator

Transportation Department IAMAW

Mike Mayes

Air Division Director

Transport Workers Union of America

The union has recently raised the question regarding the Company position should a criminal history records check, as required under the TSA fingerprinting regulations, disclose information regarding criminal activity that is not a disqualifying offense within the meaning of the regulations, *i.e.*, is not on the list of disqualifying offenses included in the regulations or did not occur within the last ten years.

The answer is that no information obtained in connection with the CHRC will be used for any purpose not permitted under the regulations. We believe that the regulations as presently written do not provide for the use of any information regarding non-disqualifying offenses and/or any offenses that occurred more than 10 years before the date of the individual's application for unescorted SIDA access.

Sincerely,

James B. Weel

Managing Director – Labor Relations

American Airlines, Inc.