



TENTATIVE AGREEMENT

between

AMERICAN AIRLINES

and

TWU/IAM STORES EMPLOYEE ASSOCIATION

covering

MATERIAL LOGISTICS SPECIALISTS AND PLANNERS

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](http://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**

1 This Agreement is made and entered into this **[INSERT DATE]**, in accordance with the  
2 provisions of Title II of the Railway Labor Act, as amended, by and between American  
3 Airlines, Inc., ("American" or the "Company"), and the Transport Workers Union of  
4 America AFL-CIO and the International Association of Machinists and Aerospace  
5 Workers AFL-CIO, certified by NMB case #R-7424 as the TWU/IAM Stores Association,  
6 ("Association" or "Union").  
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16

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1 A. The purpose of this Agreement is, in the mutual interest of the Company and the  
2 employees, to provide for operation of the services of the Company under methods,  
3 which will further, to the fullest extent possible, the safety of air transportation, the  
4 efficiency and economy of operations, and to provide orderly collective bargaining  
5 relations between the Company and its employees, a method for the prompt and  
6 equitable disposition of grievances, and for the establishment of fair wages, hours and  
7 working conditions for the employees covered hereunder. In making this Agreement,  
8 both the Company and the employees hereunder recognize their duty to comply with  
9 the terms hereof and to cooperate fully, both individually and collectively, for the  
10 accomplishment of the intent and purpose of this Agreement. To further these  
11 purposes, the Company or an International Representative of the Union may request  
12 a conference at any time to discuss and deal with any general condition that may arise  
13 under the application of this Agreement.

14  
15 B. No employee covered by this Agreement will be interfered with, restrained, coerced,  
16 or discriminated against by the Company, its officers or agents, because of  
17 membership in or lawful activity on behalf of the Union.

18  
19 The Company and the Union recognize the important safety sensitive role of the  
20 Quality Assurance Auditors and of the importance of assuring that their duties are  
21 accomplished in a fair and unbiased fashion, free from outside interference, pressure  
22 or coercion. To that end, the Company and the Union agree that Quality Assurance  
23 Auditors covered by this Agreement will not be interfered with, restrained, coerced, or  
24 discriminated against by the Company, its officers/agents; the Union, its  
25 officers/agents or by fellow employees.

26  
27 C. It is understood wherever in this Agreement employees are referred to in the  
28 masculine gender, it shall be recognized as referring to both male and female  
29 employees.

30  
31 D. There shall be no discrimination between employees covered by this Agreement  
32 because of race, creed, color, national origin, or gender.

33  
34 E. Should any part or provision of this Agreement be rendered invalid by reason of any  
35 existing or subsequently enacted legislation, such invalidation of any part or provision  
36 of this Agreement shall not invalidate the remaining portions thereof, and they shall  
37 remain in full force and effect.

38  
39 F. The Company and the Union agree to comply fully with all applicable Federal and  
40 State statutes and regulations prohibiting discrimination with respect to all aspects of  
41 employment with the Company. Further, the Company and Union agree that neither  
42 shall discriminate against employees covered by this Agreement on the basis of race,  
43 color, religion, sex, national origin, age, sexual orientation, disability, membership in  
44 a uniformed service, or status as a disabled veteran. .

## **ARTICLE 2 - STATUS OF AGREEMENT**

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

### **Article 3 – EFFECTIVE DATE AND DURATION**

1 A. Effective Date

2  
3 The provisions of this Agreement will become effective on **[INSERT DOR]** (the  
4 “Effective Date”) except as otherwise specifically stated in this Agreement.  
5

6 B. Amendable Date

7  
8 This Agreement will continue in full force and effect through and including **[INSERT**  
9 **DOR + 5 YEARS]** and will thereafter renew itself without change each succeeding  
10 **[INSERT ANNIVERSARY OF DOR]**, unless written notice of intended change is  
11 served in accordance with Section 6, Title I, of the Railway Labor Act, as amended  
12 (the “Act”) by either party at least (6) months prior to **[DOR+5 years]** or on any  
13 **[ANNIVERSARY OF DOR]** thereafter.  
14

15 C. Complete Agreement

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

#### **ARTICLE 4 - EFFECT ON PRIOR AGREEMENTS**

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

## **ARTICLE 5 –TRANSPORTATION**

- 1 A. Employees covered by this Agreement and their immediate families will be granted
- 2 the same transportation privileges on the Company's system as may be established by
- 3 Company regulations for all personnel.
- 4
- 5 B. Union business travel will be provided pursuant to Company policy.

## **ARTICLE 6 – RECOGNITION AND SCOPE**

1 A. Pursuant to the National Mediation Board's May 19, 2015 certification in NMB  
2 Case No. R-7424, the Company recognizes the Stores Employees Association TWU/IAM  
3 (the "Association") as the exclusive and sole collective bargaining agent with respect to  
4 rates of pay, rules, and working conditions for employees of American Airlines, Inc. within  
5 the United States, its territories and possessions, covered under this Agreement as  
6 described in Classifications, Article 7.

7  
8 B. Except as otherwise provided for in this Article, the Company agrees that the  
9 work described in Classifications, Article 7, and the following described work, wherever  
10 performed, is recognized as coming within the jurisdiction of the TWU/IAM Stores  
11 Association and is covered by this Agreement including, but not limited to: maintaining  
12 the airline parts and tooling inventory wherever parts and materials are stocked and  
13 handled.

14  
15 The Company will staff Material Logistics Specialists (MLS) at all Line Maintenance  
16 locations where Aviation Maintenance Technician employees are staffed as described in  
17 the Mechanic and Related Scope Article 6.

18  
19 The Company will also staff Material Logistics Specialists at any distribution or warehouse  
20 on-site or off-site facility where Company aircraft parts and materials are stored, received,  
21 inventoried, shipped or otherwise handled.

22  
23 Material Logistics Specialists shall be staffed at any Maintenance Base.

24  
25 Material Logistics Specialists shall be staffed at the CLT and PHL Ground Equipment  
26 maintenance locations.

27  
28 Where not in conflict with Facilities Maintenance work, MLS employees may set up  
29 necessary free standing and/or unattached shelving.

30  
31 This Agreement shall apply to all Association represented employees covered by this  
32 Agreement on international field trips or work performed by them in the course of other  
33 foreign duties.

### Job Protection

#### C. System Job Protection

- 34  
35  
36  
37  
38  
39 1. For the life of this Agreement, no active employee or employee on a Company  
40 approved leave of absence who is covered by this Agreement and whose name  
41 appears on the Association master seniority list(s) on the date of ratification of this  
42 Agreement will be laid off to the street provided the employee exercises his  
43 seniority to the fullest extent in accordance with Article 12.
- 44  
45 2. This provision does not guarantee Crew Chiefs protection to the Crew Chief  
46 classification, but does provide protection to the basic classification.

## **ARTICLE 6 – RECOGNITION AND SCOPE**

- 1  
2 3. System job protection shall not apply in circumstances where the Company's non-  
3 compliance is caused in substantial part by conditions beyond the Company's  
4 control. Conditions beyond the Company's control shall include, but not be limited  
5 to: (1) an act of God; (2) a strike by any other Company employee group or the  
6 employees of a commuter air carrier operating pursuant to an authorized  
7 codeshare arrangement with the Company; (3) a national emergency; (4)  
8 involuntary revocation of the Company's operating certificate(s); (5) grounding of  
9 a substantial number of the Company's aircraft; (6) a reduction in the Company's  
10 operation resulting from a decrease in available fuel supply caused by either  
11 governmental action or by commercial suppliers being unable to meet the  
12 Company's demands; and (7) the unavailability of aircraft scheduled for delivery.  
13 Item number (7) may only be triggered if the delay of delivery of aircraft adversely  
14 impacts the operation such that the Company is required to reduce flying,  
15 necessitating a reduction in force. The duration of any reduction in flying will be a  
16 consideration before a reduction in force under this section.  
17

### **D. Station Job Protection**

- 18  
19  
20 1. For the life of this Agreement, the Company will provide station job protection to  
21 all employees covered by this Agreement whose name appears on the  
22 Association master seniority list(s) and who are active or on a Company  
23 approved leave of absence as of the date of ratification of this Agreement.  
24 Station job protection will apply to the station and basic classification that the  
25 employee holds on the date of ratification of the Agreement or in a station where  
26 an employee transfers, bids or bumps into and there is a more junior station  
27 protected employee, in the same classification, working in an active position on  
28 the station seniority list.  
29  
30 2. This provision does not guarantee Crew Chiefs station protection to the Crew  
31 Chief classification, but does provide station protection to the basic classification.  
32  
33 3. Station job protection will not apply in the event that all scheduled American  
34 Airlines, Inc. flight operations cease at a station for a period of not less than one  
35 (1) year from the cessation of flights. Station job protection shall also not apply  
36 in circumstances where the Company's non-compliance is caused in substantial  
37 part by conditions beyond the Company's control as set forth above in Section C  
38 (3).  
39

### **Station Closing Due to Ceasing All Flight Operations**

- 40  
41  
42 E. If a station is closed due to cessation of all flight operations that is not due to  
43 circumstances beyond the Company's control as defined in Paragraph C.3 above, and  
44 during the one-year period thereafter, the Company re-commences flight operations  
45 it shall re-staff such station with employees covered by this Agreement, and the  
46 following process will apply. Employees who had station protection at that station at

## **ARTICLE 6 – RECOGNITION AND SCOPE**

the time of closing shall be offered on a one-time basis, the first opportunity to fill covered positions in classification seniority order. If an employee offered such a position accepts and is returned to work at that station during the one-year period, such employee shall have his original station protection reinstated. If an employee offered such a position declines, such employee will remain in the status and location the employee occupies at that time and any future openings at the station will be filled using the Recall and Filling of Vacancies articles in this Agreement (Articles 12 and 9). If a station is re-opened more than one year after cessation of operations, all positions at such station will be filled using the Recall and Filling of Vacancies articles in this Agreement (Articles 12 and 9).

### **Station Closing or Reduction in Manpower Due to Circumstances Beyond Company Control**

- F. If, due to conditions beyond the Company's control as defined in Paragraph C (3) above, a station is closed or employees covered by this Agreement at the station are reduced and, during the life of this Agreement, such station is subsequently re-opened or manpower at such station is increased employees covered by this Agreement shall be recalled and the following process will apply. Employees who had station protection at that station at the time of closing or reduction shall be offered on a one-time basis, the first opportunity to fill covered positions in classification seniority order. If an employee offered such a position accepts and is returned to work at that station during the duration of this Agreement, such employee shall have his original station protection reinstated. If an employee offered such a position declines, such employee will remain in the status and location the employee occupies at that time and any future openings at such station will be filled using the Recall and Filling of Vacancies articles in this Agreement (Articles 12 and 9).

### **Parallel Operations**

- G. If the Company establishes any new airline or acquires a controlling interest in any carrier, which operates jet aircraft, and mainline pilots on the American Airlines, Inc. pilot seniority list perform revenue flying utilizing such aircraft, then all covered MLS work on such aircraft shall be performed by employees covered by this Agreement in accordance with the provisions of this Article.
- H. If the Company allows its code to be placed on any flight and the flight utilizes jet aircraft and mainline pilots on the American Airlines, Inc. pilot seniority list perform revenue flying utilizing such aircraft, then all covered MLS work on such aircraft shall be performed by employees covered by this Agreement in accordance with the provisions of this Article.

## **ARTICLE 7 – CLASSIFICATIONS**

1 A. Employees covered by this Agreement will be assigned to a classification within one  
2 of the following Groups:

- 3
- 4 1. Material Logistics Group
- 5 2. Logistics Planning Group
- 6

7 B. The classifications included in the Material Logistics Group will be as follows:

- 8
- 9 1. Technical Crew Chief – Material Logistics Specialist
- 10 2. Crew Chief – Material Logistics Specialist
- 11 3. Material Logistics Specialist
- 12

13 C. The classifications included in the Logistics Planning Group will be as follows:

- 14
- 15 1. Senior Material Planner/Senior AOG-MCU Planner
- 16 2. Material Planner
- 17 3. AOG-MCU Planner
- 18

19 D. The classification descriptions set forth in this Article are incorporated and made a part of  
20 this paragraph and Agreement. These descriptions have been established by the Company  
21 and the Union for the purpose of determining to which particular classification specific work  
22 and duties will be assigned to an employee so classified. In establishing these classification  
23 descriptions, the parties recognize that the descriptions are not necessarily all-inclusive.  
24 When it is necessary to determine which classification any undescribed work and duties will  
25 be assigned, the appropriate classification will be determined by where the majority of the  
26 normally assigned work and duties lie in the established classification descriptions.

27  
28 In the interest of cleanliness and safety, employees working in jobs in each of the  
29 classifications set forth in this Article will be required to perform, as they always have  
30 performed, those housekeeping functions incident to their job as to work area, tools,  
31 and equipment, unless otherwise instructed by their Crew Chief.

32  
33 E. A Crew Chief shall be maintained on duty when three (3) or more employees are on  
34 their shift in each location, shop, department, hangar or facility at the following line  
35 maintenance locations: CLT, DFW, LAX, LGA, ORD, MIA, PHL, and PHX. A Crew  
36 Chief shall be maintained on duty when four (4) or more employees are on their shift  
37 in each location, shop, department, hangar or facility at all other Line stations not  
38 mentioned above and at the maintenance bases. In no case will a Crew Chief lead,  
39 direct, or assign a crew of more than sixteen (16) employees. There will be no  
40 reduction in the number of Crew Chiefs as of DOR as a result of the implementation  
41 of these ratios. Any reduction will result from attrition. In no event, will a Technical  
42 Crew Chief be considered part of the MLS to Crew Chief ratio.

- 43
- 44 1. Should it become necessary to increase the number of employees in a Crew  
45 Chief classification to meet the requirements of the paragraph above, the  
46 additional Crew Chief jobs will be posted immediately.
- 47

## **ARTICLE 7 – CLASSIFICATIONS**

### **F. Technical Crew Chief – Material Logistics Specialist:**

1. The Stores “Technical Crew Chief” is primarily responsible for providing training support to the Stores/Supply Services Department. As assigned, the Technical Crew Chief will:
  - a. Receive assignments from management.
  - b. Perform and provide technical assistance and guidance to employees in his shop or work unit.
  - c. Provide notification to the Crew Chief of the assignment and assist the Crew as necessary to ensure completion of the assignment and related paperwork.
  - d. Perform instruction assignments related to supply and related systems in classroom or on-the-job.
  - e. Maintains knowledge of and works with manuals, supply/parts catalogs, electronics parts tracking systems, and other parts ordering devices.
  - f. A Technical Crew Chief will not displace a Material Logistic Specialist or Crew Chief during the course of the performance of his duties.
  - g. Maintains knowledge of Tool Inventory and control systems, tool checkout, including shelf life items and certification records.
  - h. Responsible for updating MLS Training records.

### **G. Crew Chief – Material Logistics Specialist**

1. The Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. The primary duties of a Crew Chief shall be the employee who assigns, directs and approves the work of MLS's. Crew Chiefs may be required to sign for their own work and the work of others in their group provided, however, that such signing shall not relieve any other member of his group from responsibility for the work he performed or from being required to sign appropriate work records. The Crew Chief will be responsible for the completion of paper work and reports in connection with their normally assigned duties. He will assist his crew in the performance of their duties, provided that assistance does not interfere with the performance of his primary responsibilities as described below. While he is performing such duties, his primary responsibilities will not be assumed by others. The Crew Chief may be required to demonstrate proper work methods, conduct on-the-job training (OJT), conduct meetings or indoctrinate employees in new or revised operational procedures.

## **ARTICLE 7 – CLASSIFICATIONS**

2. 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.
3. In addition to the above, the Crew Chief may, upon request, assist management in areas such as, but not limited to:
  - a. Periodic evaluation of operational requirements and performance.
  - b. Operational planning and scheduling.
  - c. Evaluation of training methods and techniques.
  - d. Evaluation of equipment, vehicles, and tools.
4. If the number of Crew Chiefs on a shift, within a bid area, exceeds the number required, the senior Crew Chief on duty will be utilized as the Crew Chief and the junior Crew Chief on duty may be assigned to work in the Basic Classification as part of the crew.
5. Management instructions are promptly and correctly complied with.
6. Works according to FAA and Company regulations and procedures and instructions from his supervisors.

### **H. Material Logistics Specialist:**

1. The work of the Material Logistics Specialist classification, depending upon assignment, includes any or all of the following but not limited to, requisitioning, receiving, storing, stock chasing, disbursing, transferring, counts, kitting, checking, inspecting, exchanging, returning to factory, issuing, shipping, delivering, rearranging stock, non-inventory supplies/stock, equipment, supplies, inventorying, warehousing of supplies, including tools and materials utilized within the Tech Ops department.
2. The pickup and delivery of parts and materials to designated locations, the driving of motor vehicles and the operation of Stores equipment. Delivery, transfer, preparing for shipment and receipt of AOG and OTS parts shall be performed by Material Logistics Specialists. Receiving, preparing for shipment of parts and materials, including the handling, processing, and shipping of Hazardous Materials. At any location where Material Logistics Specialists are not staffed, AOG parts may be transported from such location, at the discretion of the Company, by vendors or other employees of the Company not covered by this Agreement.

## **ARTICLE 7 – CLASSIFICATIONS**

1 Nothing prevents individuals not covered by this agreement from performing  
2 inventory duties associated with internal or independent financial audits.

3  
4 When an Audit/Inventory Function(s) is required at any location where MLS  
5 employees are not staffed, the Company may utilize Local Management if staffed  
6 at such station. If the station does not have Local Management staffed, then MLS  
7 employees will be utilized to conduct such Audit/Inventory Function(s) utilizing a  
8 Field Trip.  
9

- 10 3. Setting up of necessary facilities to carry out these duties, and associated  
11 miscellaneous activities are accomplished by such operations as: Counting  
12 physical inventory, checking minimums and maximums; originating and  
13 completing, checking and routing forms according to procedure.  
14
- 15 4. Identifying items; lifting, carrying, binning, and pulling items from stock; loading,  
16 unloading, packing and unpacking items; and related physical work.  
17
- 18 5. Checks items handled against requisitioning or accompanying forms to identify any  
19 apparent mishandling, discrepancy or other error; corrects routine errors and refers  
20 others to Crew Chief; refers to parts catalogues, parts lists, location index,  
21 Company manuals, to identify and locate items.  
22
- 23 6. Stores a wide variety of tools, jigs, fixtures, equipment and materials and issues  
24 them upon request to authorized personnel; upon receipt of replacement items or  
25 return of issued items, checks against appropriate requisition form for  
26 discrepancies by such operations as counting items, examining items visually and  
27 manually for defects or wear.  
28
- 29 7. Corrects routine errors in forms and refers others to the Crew Chief or supervisor;  
30 bins items in serviceable condition, sorts non-serviceable items into salvage or  
31 scrap bins according to their condition; makes minor repairs.  
32
- 33 8. Maintains inventory within established specifications and in serviceable condition  
34 by following the appropriate procedure to exchange a broken tool, to request  
35 repairs, or to requisition additional supplies; reports overdue items and shortages  
36 to his Crew Chief.  
37
- 38 9. Shall pack or unpack items kept in tool crib or designated tool storage location.  
39
- 40 10. Exchanges information with Inventory Records personnel.  
41
- 42 11. Follows up with purchasing and other appropriate departments on selected  
43 incomplete items. Gives data on stock to authorized Company personnel,  
44 especially Stores, Material Planning, Maintenance, Treasury and Communications  
45 personnel.  
46

## **ARTICLE 7 – CLASSIFICATIONS**

12. Keeps work and adjacent areas clear. Stores items according to Company, fire, safety, and "good housekeeping" regulations and practices. Cleans and services equipment used to keep it in operating condition and presentable and reports need for repairs.

13. Works according to Company regulations and procedures and instructions from a Crew Chief.

14. As may apply to work assignment, climbs on ladders, bins, etc., drives or guides powered equipment such as industrial tractors with or without a trailer, fork lift, truck or other Company motorized vehicles in the movement of parts, equipment, tooling, uses hand tools such as but not limited to, power saw, hammer, crow bar, pliers, screwdriver, wrench, where not in conflict with facilities maintenance work; uses industrial scales, uses cleaning equipment such as broom, dust cloth, dust pan, and rags, will use any tools and equipment including automated systems, for which they are qualified, to carry out assigned duties in the most efficient manner.

### **I. Senior Material Planner/Senior AOG-MCU Planner**

1. The work of a "Senior" shall be the same as that of the basic classification and may include but is not limited to the following:

- a. Support, coordination and prioritizing the work of other Planners.
- b. Assist management in the assignment of work amongst the other Planners.
- c. Training of other Planners on current departmental policies, procedures, operating systems, regulatory requirements and providing assistance and guidance as needed.
- d. Senior Planner position(s) will be established and maintained in each bid area and location per shift.

### **J. Material Planners:**

1. The work of a Material Planner may consist of:

- a. The research of new part number setups and continual monitoring of part number revisions in the Illustrated Parts Catalog (IPC), Component Maintenance Manual (CMM) or other source documents.
- b. Maintaining expendable, repairable and rotatable inventories.
- c. Maintaining inventory investment within operating goals.
- d. Managing scrap units.

## **ARTICLE 7 – CLASSIFICATIONS**

- e. Provisioning and managing material requirements for Aircraft and Component modification programs.
- f. Assisting and training new planners and continued On-the-Job Training as necessary.
- g. Other work within the department as directed.

### **K. AOG-MCU Planners:**

- 1. The work of an AOG-MCU Planner may consist of:
  - a. Electronically requisitioning, transferring, controlling and tracking rotatable, repairable and/or AOG material movement.
  - b. Maintaining records on commitments, allocations and tracking of line station replenishment of rotatable components and the shipment of line maintenance materials.
  - c. Maintaining paperwork, control records, and the database of borrowed and/or loaned and/or robbed parts and/or equipment.
  - d. Providing material support for all daily base and line maintenance operations, including communicating material delivery status and routing plan to Stores, Maintenance Management, MOC and Management.
  - e. Assisting and training new Planners and continued On-the-Job Training as necessary.
  - f. Contacting vendors and purchasing parts after normal business hours and on weekends.
  - g. Determines most effective actions to source and route required materials to OTS and scheduled maintenance aircraft.
  - h. Other work within the department as directed.

## **ARTICLE 8 – QUALIFICATIONS**

A. The qualifications used in the filling of vacancies and new jobs, are as follows:

Classification/Shop	Qualifications
Technical Crew Chief - MLS - Material Logistics Specialist (MLS)	Must be qualified in the basic Classification and have one (1) year Company MLS experience.
Crew Chief – MLS - Material Logistics Specialist (MLS)	Must be qualified in the basic Classification and have one (1) year Company MLS experience. Must satisfactorily demonstrate his qualifications by successfully completing a test.
Material Logistics Specialist (MLS) -	<p>High School Diploma or equivalent and one (1) of the following:</p> <ul style="list-style-type: none"><li>a) Two (2) years of verified, full-time college credit or a certification from an accredited technical school (e.g., A&amp;P license, welding certification)</li><li>b) One (1) year experience in general warehouse or similar type supply functions, which must include the receiving, shipping, and binning of inventory by part number and serial number. Acceptable inventory would include, but is not limited to, aircraft parts, automotive parts, marine parts, construction equipment, and electrical components.</li><li>c) MLS – When bid/assigned to drive vehicles 10,000 lbs and above:</li></ul> <p>Must hold a valid medical certificate per Department of Transportation regulations when assigned to drive vehicles greater than 10,000 lbs. and a valid CDL License when assigned to drive vehicles over 26,000 lbs.</p> <p>Once the written and physical portion of the test has been completed, the</p>

## **ARTICLE 8 – QUALIFICATIONS**

	senior qualified bidder will be given access to the appropriate Company vehicles for the purpose of taking the skill test at the state examination point. The prospective Stock Clerk/MLS driver will be allowed two (2) attempts using Company equipment to pass the skill test in a twelve (12) month period, however, the bid will be filled by the next senior bidder, if the first applicant cannot successfully pass the driving skill test within a thirty (30) day period from the original award date.
Senior Material Planner	Two (2) years' experience as a Company Material Planner.
Senior AOG Planner	Two (2) years' experience as a Company AOG Planner.
Material Planner/ AOG Planner	High School Diploma or equivalent and one (1) of the following: Certificate of completion of accredited aircraft maintenance school, possess a two (2) year college degree in an aircraft maintenance field, one (1) year experience in material management or two (2) years' experience in an aircraft maintenance or logistics field.

For purposes of this Article, one (1) year of experience is understood to be two thousand, eighty (2,080) work hours.

## **ARTICLE 9 – FILLING OF VACANCIES**

### **A. MLS Technical Crew Chief Vacancies:**

1. Candidates for MLS Technical Crew Chief vacancies who do not hold MLS Technical Crew Chief seniority will be required to meet the Qualifications listed in Article 8 (Qualifications).
2. Employees who do not hold MLS Technical Crew Chief seniority at the time of a vacancy, who meet the qualifications in Article 8, shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company. The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each vacancy sufficient to ensure that there are no delays in the panel interview process. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to all candidates seeking the vacancy. Each member of the committee will score the candidate's interview results on a numerical scale. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for one (1) year. The senior candidate, utilizing basic classification seniority who meets the minimum passing score from the panel interview will be selected by the Company.
3. Where there are ten (10) or more qualified candidates, who do not hold MLS Technical Crew Chief seniority, the Company may limit the interviews to the ten (10) most senior candidates, utilizing basic classification seniority in the following order:
  - a. Those employees bidding the vacancy from the MLS collective bargaining agreement.
  - b. Those employees bidding the vacancy from any other Association collective bargaining agreement.
  - c. Any other employee or new hire.
4. Employees first awarded a MLS Technical Crew Chief vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training required for their position, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:
  - a. Employees in a stability period are not precluded from bidding on MLS Technical Crew Chief, Crew Chief or MLS vacancies which did not exist before on a Shift, in a Shop, Station or Location.
  - b. Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.

## **ARTICLE 9 – FILLING OF VACANCIES**

5. All employees first awarded a MLS Technical Crew Chief vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.

### **B. Filling MLS Technical Crew Chief vacancies:**

1. MLS Technical Crew Chief vacancies shall be awarded in the following order:
  - a. The senior employee working as an MLS Technical Crew Chief who bids the Vacancy from another bid area or station.
  - b. The senior employee, utilizing MLS basic classification seniority working as an MLS or MLS Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.
  - c. The senior employee, utilizing MLS basic classification seniority bidding the vacancy from the MLS Collective Bargaining Agreement who holds MLS Seniority but is working in another classification who meets the qualifications and is successful in the interview process above.
  - d. The senior Planner utilizing their basic classification seniority bidding the vacancy from the MLS Collective Bargaining Agreement who does not hold MLS Seniority but is working in another classification who meets the qualifications and is successful in the interview process above.
  - e. The senior employee, bidding the vacancy from any other Association agreement that holds MLS seniority or employees in a stability period, who meet the qualifications and is successful in the interview process above.
  - f. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications and is successful in the interview process above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
  - g. Any other employee or new hire.

### **C. MLS Crew Chief Vacancies:**

1. Candidates for a MLS Crew Chief vacancy will be required to meet the Qualifications listed in Article 8 (Qualifications).
2. The Company will utilize a skills test qualification process for MLS Crew Chiefs. New candidates for a MLS Crew Chief vacancy will be required to complete the qualification skills test which will be available to all MLS employees. Candidates

## **ARTICLE 9 – FILLING OF VACANCIES**

1 must score 70% or above on the skills test. This qualification skills test will not  
2 apply to any employee who is currently working or has previously worked as a  
3 permanent MLS Crew Chief.  
4

- 5 3. Employees first awarded a MLS Crew Chief vacancy shall hold the job on a trial  
6 basis for a period of ninety (90) work days, excluding all classroom training  
7 required for their position, in order to demonstrate their ability to perform the  
8 required work, and will be subject to a twelve (12) month stability period with the  
9 following exceptions:

10  
11 a. Employees in a stability period are not precluded from bidding on a MLS  
12 Technical Crew Chief vacancy. In addition they are not precluded from bidding  
13 a MLS Crew Chief, MLS vacancy which did not exist before on a Shift, in a  
14 Shop, Station.  
15

16 b. Employees who are bumped or displaced will not be subject to a stability period  
17 upon exercising seniority or being furloughed.  
18

- 19 4. All employees first awarded a vacancy will have their performance evaluated prior  
20 to the last day of their trial period. Employees who fail to meet performance  
21 expectations will be returned to their previous bid area and shift.  
22

### **D. Filling MLS Crew Chief (former LUS Leads) Vacancies:**

- 23  
24  
25 1. MLS Crew Chief vacancies shall be awarded in the following order:  
26

27 a. The senior employee working as a MLS Crew Chief who bids the vacancy from  
28 another bid area or station.  
29

30 b. The senior employee, utilizing MLS basic classification seniority working as an  
31 MLS or Technical Crew Chief, bidding the vacancy who meets the qualifications  
32 from the qualified pool.  
33

34 c. The senior employee, utilizing MLS basic classification seniority bidding the  
35 vacancy from the MLS Collective Bargaining Agreement who holds MLS  
36 Seniority but is working in another classification, bidding the vacancy who  
37 meets the qualifications from the qualified pool.  
38

39 d. The senior Planner utilizing their basic classification seniority bidding the  
40 vacancy from the MLS Collective Bargaining Agreement who does not hold  
41 MLS Seniority but is working in another classification bidding the vacancy who  
42 meets the qualifications from the qualified pool.  
43

44 e. The senior employee, bidding the vacancy from any other Association  
45 agreement that holds MLS seniority or employees in a stability period, who  
46 meets the qualifications from the qualified pool.

## **ARTICLE 9 – FILLING OF VACANCIES**

f. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications from the qualified pool. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.

g. Any other employee or new hire.

### **E. MLS Vacancies:**

1. Candidates for a MLS vacancy who do not hold MLS seniority will be required to meet the Qualifications listed in Article 8 (Qualifications). Any employee holding seniority in any Association agreement shall be considered as having met these qualifications.
2. Employees first awarded a MLS vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work.
3. All employees first awarded a MLS vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous job.

### **F. Filling MLS Vacancies:**

1. MLS vacancies shall be awarded in the following order:
  - a. The senior employee holding preferential recall prior to the implementation of this Collective Bargaining Agreement to MLS, at that location, under the former TWU Collective Bargaining Agreement.
  - b. The senior employee(s) from the following grouping:
    - Any employee who bids the vacancy and is working as a MLS in another Bid Area or Station.
    - Any MLS employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Recall Article 12).
    - Any MLS employee who is on furlough and bids the vacancy from any other Station.
  - c. The senior employee bidding the vacancy from the MLS Collective Bargaining Agreement who holds MLS Seniority but is working in another classification.

## **ARTICLE 9 – FILLING OF VACANCIES**

1 d. The senior Planner utilizing their basic classification seniority bidding the  
2 vacancy from the MLS Collective Bargaining Agreement who does not hold  
3 MLS Seniority but is working in another classification.  
4

5 e. The senior employee, bidding the vacancy from any other Association  
6 agreement that holds MLS seniority or employees in a stability period.  
7

8 f. The senior employee, bidding the vacancy from any other Association  
9 agreement. The earliest basic classification seniority date will be used to  
10 determine who is senior for the purpose of awarding the vacancy.  
11

12 g. Any other employee or new hire.  
13

### **G. Bidding Restrictions:**

14  
15

16 1. Failure to pass his trial period shall restrict an employee from bidding into the  
17 respective classification for six (6) months.  
18

19 2. If an employee fails to pass the trial period on the second attempt, such employee  
20 will not be eligible to bid the position for twelve (12) months. Additionally, the  
21 employee must demonstrate his efforts to gain the required knowledge and skills  
22 enabling him to pass the trial period, (e.g., school, CBT, other training, etc.) prior  
23 to a third attempt. A fourth and subsequent attempt may only occur on an annual  
24 basis, and each requires the described demonstrated effort by the employee.  
25

### **H. Temporary Crew Chief**

26  
27

28 1. The Company may temporarily (i.e. thirty (30) work days or less) upgrade a MLS  
29 to Crew Chief on the basis of seniority on the crew when one (1) of the following  
30 conditions exist:  
31

32 a. When the Company is unable to secure overtime within two (2) hours of the  
33 absent employee's shift start time.  
34

35 b. For new jobs not expected to last more than thirty (30) work days.  
36

37 c. For permanent vacancies in the Crew Chief classification (i.e., upgrading  
38 during the bidding period).  
39

40 d. MLS may be upgraded to Crew Chiefs in their classification under the same  
41 conditions as above.  
42

43 2. Upgraded employees will receive a minimum of eight (8) hours pay at the  
44 applicable rate for the higher classification. If the senior qualified employee  
45 declines the job, the next senior qualified employee (and down the roster) will be  
46 offered the job. It is understood that employees who are upgraded will not work

## **ARTICLE 9 – FILLING OF VACANCIES**

overtime in the higher classification if a permanent Crew Chief is available for overtime. Any employee working a temporary job during the bidding period and who is the successful bidder will accrue seniority from the date he started on the job.

3. In the event that all qualified employees refuse the upgrade, the supervisor may lead, direct and assign those employees who are in excess of the Crew Chief to Basic Classification ratio. However, the supervisor's involvement is limited to the foregoing and he is prohibited from performing productive work.

4. A Temporary Crew Chief may be selected for a known vacancy of limited duration lasting from thirty (30) to ninety (90) days. The Temporary Crew Chief position will be selected from candidates within the Basic Classification and station where the vacancy exists. The selection of the Temporary Crew Chief will be the same process as a posted Crew Chief vacancy.

a. At the completion of the temporary assignment, the employee will be returned to his former Basic Classification and bid area.

### **I. Temporary Transfer Provisions:**

1. No employee will be forced into a permanent or temporary transfer outside of his station.

2. The Company shall solicit volunteers, in seniority order, to work another bid area within their station for which they are qualified. In the event of insufficient volunteers, the Company will assign employees in inverse seniority order. Such assignment can only be to a shift with a start time within one (1) hour of their scheduled start time and not to exceed a period of twenty-eight (28) work days. The needs of the service shall dictate when transfers shall be made, and no arbitrary transfers shall be affected. If there is a need for an extension beyond the twenty eight (28) work days the Company and the IAM General Chairman/TWU Local President must mutually agree on the terms of the extension. For transfers in excess of one (1) full shift employees shall receive written notice of the expected duration of the transfer.

3. When the Company determines that there is a surplus of employees in one bid area, or more, and a corresponding shortage in another bid area(s) within the Tulsa Base, based on the needs of service, the Company may reallocate manpower utilizing a local realignment. In the event of such realignment, the company will first solicit volunteers from the bid area with the overage to fill those needed positions in the bid area(s) where the shortage exists, in seniority order. In the event there are insufficient volunteers, the remaining openings will be filled, in seniority order, from those junior employees in the bid area with the surplus to the bid area(s) where the shortage(s) exist.

## **ARTICLE 9 – FILLING OF VACANCIES**

- 1       4. In the event an employee is temporarily transferred in accordance with paragraph  
2       H (2) of this Article to a bid area that provides a premium the employee will  
3       receive such premium for the duration of the temporary transfer.  
4

5  
6   J. Bid and Award Process:  
7

8       The process for identifying and awarding vacancies will be conducted on a weekly  
9       cycle as follows for all applicable classifications:  
10

- 11       1. On Saturday of each week at 00:01 CST, the Company will post an online  
12       notification list of the stations/locations/shops declaring vacancies for that  
13       week.  
14       a. The list will include the actual number of declared vacancies.  
15       b. The transfer list standing will be dynamic during the week and will be  
16       shown via the online tool in seniority order.  
17       2. The transfer list for those listed vacancies will be closed on the following  
18       Tuesday at 23:59 CST and a snapshot of the list will be taken at that time.  
19       3. The employee may add or remove his standing transfer request or change the  
20       order of preference anytime during the above timeframe (Sat. 00:01 CST to  
21       Tuesday 23:59 CST).  
22

23       All necessary paperwork (e.g. Work Experience Review form and supporting  
24       documents) will be required to be complete online prior to the vacancy being  
25       awarded;  
26

- 27       a. Employees will have seven (7) days after the posting closes (Thursday at  
28       23:59 CST) to provide the necessary paperwork. Note: Employees do not  
29       have to wait until the posting closes; they may send the documents at the  
30       time that they add their name to the transfer list.  
31       b. Employees without paperwork will not be considered qualified, and will not  
32       be awarded a vacancy.  
33       c. Employees with incomplete paperwork, or who do not meet the  
34       experience requirements, as determined by the WER Panel, will not be  
35       considered qualified, and will not be awarded the vacancy.  
36       4. Any employee whose name appears on the list after Tuesday at 23:59 CST  
37       may refuse the transfer by removing his name from the list by Thursday at  
38       23:59 CST. If the employee does not remove his name from the list during  
39       23:59 CST.  
40  
41  
42  
43  
44  
45

## **ARTICLE 9 – FILLING OF VACANCIES**

1           this forty-eight (48) hour period, and is awarded a vacancy, he will be  
2           considered to have accepted the position.

3  
4           5. The employee will be notified during JetNet sign-in of the final award.

5  
6           a. Employees will also be sent an email notification to their aa.com email  
7           address.

8  
9           b. Once the final award has been posted and employee notified via JetNet,  
10          the Company cannot subsequently rescind the award.

11  
12          c. The employee must report to the station awarded on the specified date  
13          unless mutually agreed to by the Company and the Union.

### 14 15   K. AOG and Material Planner:

16  
17          Candidates for an AOG or Material Planner position who do not hold Planner seniority  
18          will be required to meet the Qualifications listed in Article 8 (Qualifications). Any  
19          employee holding seniority in the Material Logistics Specialist Classification shall be  
20          considered as having met these qualifications.

21  
22          Employees who do not hold Planner seniority at the time of a vacancy, who meet the  
23          qualifications in Article 8, shall advance to an interview by a panel interview  
24          committee that will be comprised of an equal number of members selected by the  
25          Association and the Company. The Association shall establish and maintain a list of  
26          members for each Company designated location to serve on the panel interview  
27          committee for each position, sufficient to ensure that there are no delays in the panel  
28          interview process. The Company and Union will mutually agree to establish a  
29          standard minimum passing score which will be applied to all candidates seeking the  
30          position. Each member of the committee will score the candidate's interview results  
31          on a numerical scale. Each committee member's score will be totaled and averaged  
32          to establish the candidate's total score. Panel interview scores will remain valid for  
33          one (1) year. The senior candidate who meets the minimum passing score from the  
34          panel interview will be selected by the Company.

35  
36          Where there are ten (10) or more qualified candidates, who do not hold Planner  
37          Seniority, the Company may limit the interviews to the ten (10) most senior  
38          candidates in the following order:

- 39  
40          • Those employees bidding the position who hold Material Logistics Specialists  
41          (MLS) seniority.
- 42  
43          • Those employees bidding the position from any other Association Collective  
44          Bargaining Agreement.
- 45  
46          • Any other employee or new hire.

## **ARTICLE 9 – FILLING OF VACANCIES**

Employees first awarded an AOG or Material Planner position shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:

- Employees in a stability period are not precluded from bidding on any Planner positions, which did not exist before on a Shift, in a Shop, Station or Location, or on a Senior Planner position.
- Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.

All employees first awarded an AOG or Material Planner position will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous job.

### **L. Filling AOG and Material Planner Vacancies:**

AOG or Material Planner vacancies shall be awarded in the following order:

1. The senior employee who holds any Planner seniority (including those on furlough) who bids the position.
2. The senior employee, who does not hold Planner seniority, who bids the position who holds Material Logistics Specialist (MLS) seniority and who is successful in the interview process above.
3. The senior employee, who does not hold Planner seniority, who bids the position and is covered by another Association Agreement, and who meets the qualifications and is successful in the interview process above.
4. Any other employee or new hire.

### **M. Senior AOG and Material Planner:**

Candidates for a Senior AOG or Material Planner position will be required to meet the Qualifications listed in Article 8 (Qualifications).

Qualified candidates shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company. The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each position, sufficient to ensure that there are no delays in the panel interview process. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to each candidate. Each member of the committee will

## **ARTICLE 9 – FILLING OF VACANCIES**

score the candidate's interview results on a numerical scale. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for one (1) year. The senior candidate who meets the minimum passing score from the panel interview will be selected by the Company.

Where there are ten (10) or more qualified candidates, the Company may limit the interviews to the ten (10) most senior candidates in the following order:

- Those employees bidding the position that hold any Planner seniority. If more than 10 Planners bid the position and those 10 senior employees fail the interview process, then the company must interview the remaining Planners who had bid the position. In no case will any other employee be awarded a Senior Planner position over an existing Planner who has bid the position.
- Those employees bidding the position who hold Material Logistics Specialists (MLS) seniority.
- Those employees bidding the position from any other Association Collective Bargaining Agreement.
- Any other employee or new hire.

Employees first awarded a Senior AOG or Material Planner position shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:

- Employees in a stability period are not precluded from bidding on Senior or Planner positions, which did not exist before on a Shift, in a Shop, Station, or Location.
- Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.

All employees first awarded a Senior Maintenance Planner position will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous job.

### **N. Filling Senior AOG and Material Planner Vacancies:**

Senior AOG and Material Planner vacancies shall be awarded in the following order:

1. The senior employee working as a Senior AOG or Material Planner who bids the position.

## **ARTICLE 9 – FILLING OF VACANCIES**

2. The senior employee who holds any Planner seniority (including those on furlough) who bids the position who meets the qualifications and is successful in the interview process above.
3. The senior employee, who holds any Planner seniority, (including those on furlough) who bids the position, who does not meet the qualifications (including those in a stability period) and is successful in the interview process above.
4. The senior employee, who does not hold Planner seniority, who bids the position, who holds Material Logistics Specialist (MLS) seniority, who is successful in the interview process above.
5. The senior employee, who does not hold Planner seniority, who bids the position and is covered by another Association Agreement, and who meets the qualifications and is successful in the interview process above.
6. Any other employee or new hire.

## **ARTICLE 10 – PROBATIONARY PERIOD**

- 1 A. New employees shall be regarded as probationary employees for the first ninety (90)  
2 work days of their employment, and there shall be no responsibility on the part of the  
3 Company for the re-employment of probationary employees if they are discharged or  
4 laid off during this period. If retained in the service after the probationary period, the  
5 names of such employees shall then be placed on the seniority list for their respective  
6 classification in order of the date of their original hiring at the point and on the system  
7 seniority roster. The Company will furnish the TWU Local President, IAM General  
8 Chair, and Local Union Representative with the names, classification, department,  
9 and rate of pay of all new employees on the first (1st) of each month.  
10
- 11 B. In the event a probationary employee is granted a leave of absence, upon the  
12 employees return to work the probationary period will be extended by the number of  
13 work days remaining to complete the probationary period.  
14
- 15 C. Probationary employees may be released at the Company's discretion and no  
16 probationary employee shall have the right to grieve any such action of the Company.  
17
- 18 D. If a probationary employee is released and is rehired within a period not exceeding  
19 his previous service, his previous time worked will count towards the completion of his  
20 probationary period.

## **ARTICLE 11 - SENIORITY**

1 All references in this Agreement to "Seniority" will mean Classification Seniority  
2 (previously known as 'Occupational Seniority' at pre-merger American Airlines), except  
3 where specific reference is made to Company or Pay seniority.  
4

5 A. Company seniority is defined as continuous service in any department and shall begin  
6 with the effective day of placement on payroll. Company Seniority shall be applied to:  
7 vacation accrual, bidding of vacation periods and service awards. Adjustments to  
8 Company Seniority based on past seniority policies and/or Collective Bargaining  
9 Agreements will remain in place. After the effective date of this Agreement, there will  
10 be no adjustments to Company seniority.  
11

12 B. New hire employees' Classification seniority shall commence on date of entering the  
13 Classification. Classification seniority shall commence on the bid award date for  
14 transfers between classifications from this or any Association agreement.  
15 Classification seniority shall govern in the case of displacement, filling bargaining unit  
16 vacancies, bidding shifts and days off within the bid area, reductions in force and  
17 recalling after a layoff. If two (2) or more employees have the same classification  
18 seniority, the employee with the earlier company date of hire seniority shall be senior.  
19 If two (2) or more employees have the same classification seniority and company  
20 date of hire seniority, the employee with the lowest last four (4) digits of his social  
21 security account number shall be senior.  
22

23 C. New hire employees' Pay Date seniority shall commence on date of entering the  
24 Classification. Seniority for pay progression purposes, Pay Date Seniority, shall  
25 commence on the bid award date for transfers between classifications from this or  
26 any Association agreement. Seniority for pay purposes shall be adjusted for time lost  
27 due to unpaid leaves, as referenced Article 25.  
28

29 Employees working in a higher classification will also progress through the lower  
30 classification pay scale. Employees working in a lower classification will not progress  
31 through a higher classification pay scale.  
32

33 D. An employee shall lose all seniority and be removed from the seniority list when:  
34

- 35 1. He quits, resigns or retires.
- 36 2. He is discharged for just cause.
- 37 3. He does not inform the Company of his intent to return to work, or the employee  
38 fails to report to work in accordance with Article 12.
- 39 4. He fails to return from a leave of absence within the scheduled period.
- 40 5. Otherwise provided for in this Agreement.  
41

42 E. Employees who are furloughed shall continue to accrue classification seniority for  
43 five (5) years from date of furlough and thereafter shall only maintain their seniority  
44 status while on furlough. Employees who refuse recall will have their names removed  
45 from the seniority list and shall be deemed to have resigned.  
46

## **ARTICLE 11 - SENIORITY**

- 1 F. All references in this Agreement to “seniority” will mean Classification seniority,  
2 except where specific reference is made to Company or Pay seniority.  
3
- 4 G. Upon ratification of this Agreement, the initial combined seniority lists resulting from  
5 the merger of American Airlines and US Airways covering the classifications  
6 contained therein shall become effective under the terms of this Agreement.  
7
- 8 H. Seniority under this Agreement shall be by Basic classification(s) listed below and  
9 shall accrue from the date of award or, for new hire employees, date of entering a  
10 classification. Employees new to the Planner classification shall appear in order  
11 below the ranked employees listed on the initial combined seniority list.  
12
- 13 1. Planner & Senior Planner seniority list  
14 2. Materials Logistics Specialist seniority list  
15
- 16 I. Premium Classification seniority under this Agreement shall be established for  
17 employees new to the classification(s) listed below utilizing their basic classification  
18 date upon entry into the classification and shall appear in order with other employees’  
19 basic classification dates below the ranked employees listed on the initial combined  
20 seniority list. This provision is effective for all establishment of Premium Classification  
21 seniority following the issuance of the final combined seniority lists published June  
22 15, 2017.  
23
- 24 1. Technical Crew Chief & Crew Chief seniority list  
25
- 26 J. Employees who occupy a ranked position in the Premium classification of Technical  
27 Crew Chief or Crew Chief shall, upon voluntarily moving to any other position covered  
28 under this or any Association agreement, be removed from the ranked status on the  
29 Premium classification seniority list. Should that same employee subsequently  
30 reenters the Premium classification, he shall establish seniority in that classification  
31 in the same manner as other employees who enter the classification for the first time  
32 as described herein.  
33
- 34 K. The Company shall post a seniority list by the last day of January of each year and  
35 employees or the Association may protest any omission or error affecting any  
36 employee's seniority within thirty (30) days of the current posting. Such lists,  
37 published by Group or Classification, will provide, at minimum, the name, employee  
38 number, seniority number, Classification seniority date, Company seniority date, job  
39 classification, and station of each employee, covered under this Agreement. Any  
40 employee on leave at the time of posting will have a period of thirty (30) days from  
41 his date of return to service to file a protest.  
42
- 43 L. An employee having Classification seniority who moves to a position in a  
44 classification of work in this or another Association Agreement within the Company,  
45 will continue to accrue Classification seniority in the Classification and Group from  
46 which he transferred.

## **ARTICLE 11 - SENIORITY**

- 1 M. Employees covered by this Agreement may be assigned to special projects in the  
2 interest of the Company that are outside the normal scope of their duties. Employees  
3 assigned to such projects shall continue to be covered by this Agreement during the  
4 term of the assignment. The Company shall advise, meet and/or confer with the  
5 Association prior to any such assignment of an employee or employees to discuss  
6 the nature of the project and any conditions that may be associated with the  
7 assignment. Employees on special assignments initiated under the conditions  
8 described in this paragraph shall retain and continue to accrue all seniority while on  
9 the assignment.
- 10
- 11 N. Employees may be assigned on a voluntary basis to supervisory or managerial duties  
12 (except the issuance of discipline) that are considered short term in nature. The  
13 Company will not create a personnel documentation change for employees assigned  
14 under these terms and the employees shall be considered to be part of the bargaining  
15 unit during the term of the assignment. Employees assigned under the conditions  
16 described in this paragraph shall retain and accrue seniority for a total of sixty (60)  
17 work days measured over the duration of their career. Any employee who exceeds  
18 sixty (60) work days in any supervisory or managerial assignment described in this  
19 paragraph shall lose all seniority under this Collective Bargaining Agreement and any  
20 other Association Collective Bargaining Agreement containing these same  
21 provisions. The Company shall provide a monthly report to the Association that  
22 records all persons assigned under this paragraph and the days of the assignment(s).
- 23
- 24 O. Employees who transfer to any position outside of the coverage of any Association  
25 Collective Bargaining Agreement, other than those assignments described in  
26 paragraphs (L) and (M) above shall continue to retain and accrue seniority for a  
27 period not to exceed ninety (90) days measured over the duration of their career. Any  
28 such employee who exceeds ninety (90) days, measured over their career, shall lose  
29 all seniority under this Collective Bargaining Agreement and any other Association  
30 Collective Bargaining Agreement containing these same provisions

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

### **REDUCTION IN FORCE:**

#### **A. Unless otherwise specified in this Agreement:**

All reductions in force shall be by Basic classification. Should such a reduction require an employee to vacate a Premium classification, any employee subsequently filling that vacancy, in accordance with Article 9, must be senior on the basis of basic seniority than the senior employee reduced from the station at the time of the reduction.

#### **B. In the event of the geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, employees affected will be given an opportunity to transfer to the new location. Affected employees transferring to the new location will be provided the American Airlines Level 1-2 employee relocation policy in effect as of [DOR]. In the event the Company enhances the relocation policy during the life of this agreement, such enhancements will apply to employees covered by this agreement. Employees so transferred shall suffer no loss of seniority or pay, nor any reduction in classification or hourly rate.**

#### **C. In the event of a reduction in force, seniority as per paragraph (A) above will govern. Affected employees working a five (5) day workweek will be given ten (10) work days notice and affected employees working a four (4) day workweek will be given eight (8) work days notice before any normal reduction is made. A list of those to be reduced will be furnished to the designated Local Union Representative, and IAM General Chair/TWU Local President, prior to notifying the employees affected. However, this provision is not applicable where there is temporarily no work because of work stoppage or strikes by employees of the Company. During those circumstances the Company retains the right to reduce the working force at any shop, hangar, or facility with twenty-four (24) hours notice or eight (8) hours pay.**

NOTE: The ten (10) day or eight (8) day notice to the employee described above shall begin when the employee signs for their abolishment / reduction in force or bump paperwork.

#### **D. Employees affected by a reduction in force (abolished) or displaced by senior employees (bumped) must exercise their seniority. Junior employees abolished or bumped from their bid area must exercise their seniority and bump the most junior employee in another bid area in their station and in their classification, provided they are qualified for that position. Such rights must be exercised within three (3) working days after receipt of reduction or displacement notice.**

Employees abolished or bumped will be absorbed in their current classification, in their bid area, at their station, on their shift, when the Company determines a position becomes available prior to their last day worked. Realignment provisions of Article 14 may be applied.

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

NOTE: Time requirements will start on the regularly scheduled work day following receipt of such notice and will end at the close of the regular work shift on the third (3rd) scheduled work day.

### **BUMPING PROVISIONS:**

1. Abolished / Bumped - Junior employees abolished or bumped from their bid area must exercise their seniority and bump the most junior employee in another bid area in their station, in their classification as described below, provided they are qualified for that position.

NOTE: If unqualified for the position held by the most junior employee, the employee must exercise to the next most junior position for which they are qualified.

2. Unable to exercise Premium classification seniority (Technical Crew Chief, or any Crew Chief or Senior position within location) - Employees who are unable to exercise their Premium classification seniority within their group and station, as described above must:

- a. bump the most junior employee, in the Premium classification and grouping abolished or bumped from, in any station,

OR

- b. exercise their seniority and bump the most junior employee in any bid area in their grouping and station and in their basic classification, provided they are qualified for that position.

3. Unable to exercise Basic (within location) - Employees who are unable to exercise their Premium or Basic classification seniority within their grouping and station, as described in paragraphs (1) and (2) above may:

- a. accept furlough,

OR

- b. bump the most junior employee, by current Basic classification and grouping, in any station,

OR

- c. bump the most junior employee in another classification group if seniority is held in that grouping at the original station bumped or abolished from.

If unable to exercise b or c above, then the following options are available:

- d. bump the most junior employee in another Association Classification Group if seniority is held in that grouping in their station,

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

OR

- e. bump the most junior employee in the station bumped or abolished from in a lower classification in which they hold seniority or are eligible to displace,

OR

- f. bump the most junior employee in any station in a lower classification in which they hold seniority or are eligible to displace,

OR

- g. exercise to any vacancy (a position previously open that went “no bids received” and is currently available for hire) in the system for which they are qualified. The Company will provide a list of vacancies when issuing abolishment / Reduction in Force notices.

NOTE: Employees who elect to exercise seniority to another station may indicate their department preferences, on their exercising seniority form, within a station. The company will make a good faith effort to accommodate department preferences within a station for employees who have the same report date to a station by seniority and subject to qualifications.

Employees may not bump from a lower Basic Classification to a higher Basic Classification (e.g. MLS to Mechanic), or from a Basic Classification to a Premium Classification (e.g. MLS to Crew Chief).

- 4. Employees who are bumped will move to their new bid area within twenty-five (25) days, starting from the day they sign their bump notice; so long as SIDA badge requirements are met per Article 21.
- 5. If, after the stated time limits have expired and the employee has not moved, he shall receive the rate of pay of the awarded position, or current pay if higher, and the applicable overtime until he has moved to the awarded job or he is awarded another bid

### **RECALL:**

- E. Recall following a furlough shall be by Basic Classification. An employee, who accepts furlough, may only have recall to one station at any given time and will have recall to that station for all classifications for which he has seniority.
- F. An employee's recall station shall be defined as that station an employee selects from any station from which he was reduced. Employees will not be permitted to change their recall station unless their existing recall station is closed.

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

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

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

1 in writing (telephonic notifications are acceptable if confirmed in writing) by certified or  
2 registered United States mail, return receipt requested, or by United Parcel Service  
3 or equivalent, confirmation of delivery requested. All employees must, accept or  
4 refuse using the on-line tool within ten (10) days of the date of the mailing postmark  
5 on the recall letter. An employee who has accepted recall must initiate and complete  
6 the employee portion of the background and fingerprint process via the on-line tool  
7 within seventy-two (72) hours (exclusive of weekends and holidays) of acceptance of  
8 the recall. Any additional information requested by the Company must be provided  
9 within a reasonable specified time. The Company will furnish the IAM General  
10 Chair/TWU Local President or designated Local Union Representative a copy of all  
11 recall letters.

12  
13 P. Any employee who has been furloughed and is off payroll who fails to notify the  
14 Company of acceptance/refusal within the ten (10) days, fails to initiate their portion  
15 of the background and fingerprint application process within the seventy-two (72)  
16 hours (exclusive of weekends and holidays) of acceptance of recall, or who fails to  
17 provide any additional information requested within the specified time, or who fails  
18 to return to duty on the required report date, will be considered to have refused  
19 recall and will be removed from that seniority list.

20  
21 Q. If the employee requires an extension to any of the above time limits due to  
22 extenuating circumstances, it must be requested through the Company at the phone  
23 number provided in the instruction packet prior to the original deadline. The Company  
24 will furnish the IAM General Chair/TWU Local President or designated Local Union  
25 Representative a copy of all extension requests. The Company will respond  
26 to the employee within seven (7) days, with a copy to the IAM General  
27 Chair/TWU Local President or designated Local Union Representative.

28  
29 R. TWU represented employees who hold a "recall/reassignment, under the 2012  
30 AA/TWU Agreement," as of the Date of Ratification of this Agreement, will maintain  
31 those rights until such time their rights are exhausted.

32  
33 S. Accrual of seniority for pay purposes shall not exceed ninety (90) days for employees  
34 who are furloughed.

### **Voluntary Separation in Lieu of Furlough:**

35  
36  
37  
38 T. In any location, classification and bid area where any employee will be involuntarily  
39 reduced from the location, classification and bid area, another more senior employee  
40 who would have otherwise been unaffected by the reduction may volunteer for  
41 separation. Separation benefits will include the identical benefits as found in Article  
42 13, except that such employee will be separated from the Company and will have no  
43 further rights under the agreement. Employees who have less than fifteen (15) years  
44 of service and are not eligible for retiree benefits will receive online pass travel for  
45 three (3) years on the airline and employees who have completed fifteen (15) years

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

- 1 of service and are not eligible for retiree benefits will receive lifetime online pass travel
- 2 on the airline.

## **ARTICLE 13 - FURLOUGH BENEFITS**

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

4  
5 1. The requirement of notice will not apply to a furlough caused by one of the  
6 conditions listed in paragraph B (2) of this article.

7  
8 2. Any employee with one (1) year or more of service who is furloughed will receive  
9 furlough allowance. The amount of furlough allowance payable under this Article  
10 to employees eligible is contained in the following table and will be based on length  
11 of compensated service with the Company from date of employment and will be in  
12 addition to all other benefits in this Agreement.

13  
14 3. Full Time Computation and Method of Payment: A week of furlough allowance  
15 shall be computed on the basis of the employee's base hourly rate at the time of  
16 his employment interruption multiplied by forty (40) hours. Furlough allowance  
17 shall be paid at the successive payroll periods immediately following the date  
18 employment is interrupted and shall continue to be paid until the employee is  
19 recalled or the furlough allowance entitlement is exhausted, whichever occurs  
20 sooner.

<u>If employee has completed:</u>	<u>Furlough Allowance:</u>
21 1 year of service	22 1 weeks
23 2 years of service	24 2 weeks
25 3 years of service	26 3 weeks
27 4 years of service	28 4 weeks
29 5 years of service	30 5 weeks
31 6 years of service	32 6 weeks
33 7 years of service	34 7 weeks
35 8 years of service	36 8 weeks
37 9 years of service	38 9 weeks
39 10 years of service	40 10 weeks
41 11 years of service	42 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

38  
39 B. Disallowances: Furlough allowance shall not be paid when the employee:

40  
41 1. Is discharged for just cause, retires or resigns.  
42

## **ARTICLE 13 - FURLOUGH BENEFITS**

- 1       2. Furlough allowance will not be paid if the furlough is the result of an act of God; a  
2       national war emergency, revocation of the Company's operating certificate or  
3       certificates, grounding of a substantial number of the Company's aircraft for safety  
4       reasons, or a strike or picketing causing a temporary cessation of work; however,  
5       employees will be allowed to exercise all rights in Article 12.  
6
- 7       3. Elects to exercise any seniority, bumping or transfer afforded him under this  
8       Agreement to remain in active service with the carrier or accepts employment  
9       offered by the carrier.  
10
- 11      4. An employee returning to the service of the Company after being on furlough shall  
12      be credited upon re-employment with any unused furlough allowance or, if it results  
13      in a greater amount, up to a maximum of five (5) weeks of furlough allowance  
14      computed as provided in paragraph (A) above, and based on his prior period of  
15      service. In the event he is again furloughed under conditions entitling him to  
16      furlough allowance, he shall be entitled to an amount computed on his years of  
17      compensated service with the Company after the date of such return to the  
18      Company's service, plus such amount credited to him upon re-employment.  
19
- 20      5. Employees who are on furlough and their dependents shall continue to participate  
21      in the Company's group medical/dental and life insurance programs for a period of  
22      ninety (90) days following their last compensable day under this Agreement  
23      provided the employee continues to pay his/her portion of the costs at active  
24      employee rate.  
25
- 26      6. Employees involuntarily furloughed on or after the effective date of this agreement  
27      will receive on-line non-revenue travel privileges for themselves and eligible family  
28      members while on furlough for a period not to exceed three (3) years following  
29      their last compensable day under this Agreement. All other travel privileges will be  
30      governed by the Company's non-revenue travel policy.  
31
- 32      7. Employees who have been on furlough for more than five (5) years will not be  
33      eligible for travel under the Company's sixty-five (65) Point Plan, unless the  
34      employee returns to active service for a minimum of six (6) months.  
35
- 36      8. Employees, with five (5) years or more of credited service, who are furloughed and  
37      who reach age fifty-five (55), may retire from furlough status, provided recall rights  
38      have not expired, and receive retirement benefits (e.g. medical, dental, and term  
39      pass benefits).

## **ARTICLE 14 – HOURS OF SERVICE**

- 1 A. The standard workday (shift) shall be eight (8) consecutive hours, exclusive of a one-  
2 half (1/2) hour unpaid meal period, consisting of five (5) consecutive workdays  
3 midnight Sunday to midnight Sunday, shall constitute a standard work week. The  
4 Company will determine the available work schedules as appropriate for all bid areas.  
5
- 6 B. Each employee will be scheduled for two (2) days off during each workweek. The  
7 Company will make every reasonable effort to arrange work schedules so that,  
8 whenever practicable, those days will be Saturday and Sunday. When an employee's  
9 days off are other than Saturday and Sunday, they will be two (2) consecutive days or  
10 Sunday in one work week and Monday in the following workweek.  
11
- 12 C. All time worked in any continuous tour of duty, including overtime, will be considered  
13 as work performed on the workday within which the tour of duty is started.  
14
- 15 D. Where the Company maintains a seven (7) day operation, individual work locations  
16 may be scheduled in whole or in part on a four (4) days of ten (10) hours each basis,  
17 when mutually agreed between the Company and the Union (IAM General  
18 Chair/TWU Local President). When a 4/10's schedule is adopted, it will be subject to  
19 the provisions outlined below.  
20
- 21 1. It is understood there are very few locations where a 4/10's schedule will meet  
22 the needs of the service, and that this alternative schedule will be approved only  
23 when it involves no increased expense for the Company and no loss of  
24 productivity or any other recognizable degradation of performance.  
25
- 26 2. It is understood and agreed that either party will have the right to cancel a 4/10's  
27 schedule with thirty (30) days notice to the other party.  
28
- 29 E. Where four (4) day weeks are utilized:  
30
- 31 1. Ten (10) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period,  
32 shall constitute a work day. Forty (40) hours, consisting of four (4) ten (10) hour  
33 consecutive days, midnight Sunday to midnight Sunday, shall constitute the work  
34 week. Nothing will prohibit the Company from scheduling Saturday, Sunday, and  
35 Monday or Sunday, Monday, and Tuesday as the three (3) consecutive days off.  
36
- 37 F. All employees will be allowed a five (5) minute cleaning up period at the end of each  
38 shift, which an employee can use for wash up, and changing clothes.  
39
- 40 G. All employees who are not assigned to the Line at the terminals will be allowed a  
41 fifteen (15) minute rest period during the first (1st) half of their shift and fifteen (15)  
42 minute rest period during the last half of their shift for the purpose of relaxation,  
43 smoking, etc.  
44
- 45 H. Employees who work the Line at the terminals will be allowed reasonable breaks as  
46 time will permit.

## **ARTICLE 14 – HOURS OF SERVICE**

- I. Where three (3) standard eight (8) hour shifts are employed, the starting time of the first shift will not be earlier than 0600 and not later than 0800, the second (2nd) shift will start no earlier than thirty (30) minutes prior to the end of the first (1st) shift and the third (3rd) shift will start no earlier than thirty (30) minutes prior to the end of the second (2nd).
  1. Start times for shifts greater than the standard shift or in locations where three (3) standard shifts are not employed will be based on the requirements of service in the location.
  2. Shift starting times shall be either on the hour or on the quarter-hour. In establishing additional shifts at Line Maintenance stations, it shall not operate to cause any reduction of force of an employee who is covered by this Agreement.
- J. The regular starting and stopping time for all shifts and days off will be scheduled and posted at each station or facility, and shall not be changed without seven (7) days notice to any employee affected by such change. Where there are Federal or State Daylight Saving laws, the hours may be changed to meet such laws.
- K. Adverse Condition Day - When a decision is made by Federal, State or Local Government officials that prohibits an individual employee from reporting to work (i.e. Travel Ban, Curfew, or State of Emergency), the employee will notify the Company as soon as practical and the Company will approve the options listed below.
  1. An employee who is scheduled and reports to work on time will be entitled to full pay for the day, unless the employee voluntarily agrees to either take the rest of the day off without pay or to use any other compensated time off (excluding block vacation and sick) to make up his wages for time missed when absent due to adverse conditions.
  2. An employee arriving later than the beginning of the shift will be paid only for the actual hours worked and may use HAT (paid in a minimum of one (1) hour increments at straight time) to cover any time lost or take time missed without pay at the employee's option.
  3. When an employee is absent due to adverse conditions and is unable to report to work, he will not receive regular pay for that day. The employee at his option may use any other compensated time off (excluding block vacation and sick) to make up his wages for time missed when absent due to adverse conditions.
  4. If any of the above applies, an employee will not be charged with an absence/tardiness under the attendance control policy.

## **ARTICLE 14 – HOURS OF SERVICE**

- 1 L. Airport or Facility Closure - Employees will be notified by the Company of the closure  
2 and shall receive a minimum of half of their regular scheduled hours pay at the regular  
3 hourly rates, unless notified that there will be no work at the close of the last shift he  
4 worked, or sixteen (16) hours before the start of his regular work shift, whichever  
5 period is shorter. The employee at his option may use any other compensated time  
6 off (excluding block vacation and sick) to make up his wages.  
7
- 8 M. As a result of severe weather/natural disaster, the Company may in its discretion  
9 provide hotel rooms, meal vouchers and transportation to and from the hotel to those  
10 employees necessary to maintain the operation.  
11
- 12 N. Employees working a standard shift shall be granted an uninterrupted thirty (30)  
13 minute unpaid meal period, except when a longer period is agreed upon between the  
14 parties (the Company and Local Union), to begin not earlier than three (3) hours after  
15 the commencement of the scheduled shift and not end later than five and one-half (5  
16 1/2) hours after the commencement of the scheduled shift. Every reasonable effort  
17 will be made to allow all employees to take their meal period as scheduled. However,  
18 if the employee's meal period is interrupted, due to operational necessity, he will be  
19 paid an additional thirty (30) minutes at the rate of time and one-half (1.5 X) and the  
20 employee will then be rescheduled for an uninterrupted meal period beginning no later  
21 than six and one-half (6 1/2) hours after the commencement of the scheduled shift.  
22
- 23 O. Employees working a scheduled shift longer than the standard shift shall be granted  
24 an uninterrupted thirty (30) minute unpaid meal period, except when a longer period  
25 is agreed upon between the parties (the Company and Local Union), to begin not  
26 earlier than four (4) hours after the commencement of the scheduled shift and not end  
27 later than six and one-half (6 1/2) hours after the commencement of the scheduled  
28 shift. Every reasonable effort will be made to allow all employees to take their meal  
29 period as scheduled. However, if the employee's meal period is interrupted, due to  
30 operational necessity, he will be paid an additional thirty (30) minutes at the rate of  
31 time and one-half (1.5 X) and the employee will then be rescheduled for an  
32 uninterrupted meal period beginning no later than seven and one-half (7 1/2) hours  
33 after the commencement of the scheduled shift.  
34
- 35 P. To the extent applicable law requires that employees covered by this Agreement be  
36 provided with different break and meal periods than are set forth in this Agreement  
37 and such law cannot be waived by the parties, an employee shall be entitled to the  
38 more generous break and meal period schedule provided by applicable law or this  
39 Agreement.  
40
- 41 Q. Employees who work in a location that changes to Daylight Saving Time, will on the  
42 date and shift that Daylight Saving Time goes into effect, work their regularly  
43 scheduled number of hours. Employees who work in a location that changes from  
44 Daylight Saving Time, will on the date and shift that Standard Time goes into effect,  
45 be required to work one hour in addition to their regularly scheduled workday, and will  
46 be compensated for the additional hour at the applicable overtime rate. If the Company

## **ARTICLE 14 – HOURS OF SERVICE**

determines that less than a full crew is required during the last hour of the shift, it may offer employees the opportunity to leave early in occupation/classification seniority order.

1. Employees working under the provisions of a shift swap will be allowed to work seventeen (17) hours on the day standard time goes into effect. (Fall back)

R. Notwithstanding any other provisions of this Agreement, employees in a Crew Chief classification may be scheduled to start their shifts fifteen (15) minutes prior to the normal shift starting times for that location. If mutually agreed to by the Company and Union (TWU Local President/IAM General Chair), the fifteen (15) minutes may be extended by an additional fifteen (15) minutes. The Company may continue to schedule Crew Chiefs thirty (30) minutes before their crews at those TWU-Association locations where the Company is doing so as of November 17, 2016. As a result of this provision, Crew Chiefs may be required to lead and direct employees on this shift and the Crew Chief ratio will not apply during this time.

S. All shifts and days off will be fixed and awarded based on seniority described in this Agreement.

T. The Company determines the composition of schedule bids including the posting of a schedule for vacation relief purposes.

U. The Company may schedule Material & AOG Planners to the above schedule options or one (1) below:

1. Twelve and one-half (12 1/2) hour work day:

- a. Twelve and one-half (12 1/2) consecutive hours, inclusive of a one-half (1/2) hour unpaid meal period inclusive of an unpaid meal period not to exceed thirty (30) minutes, shall constitute a work day. The employee work schedule will consist of a four (4) day-on, four (4) day-off work schedule, or a three (3) day-on, three (3) day-off work schedule. The work week shall be midnight Sunday to midnight Sunday service.

## **ARTICLE 14.1 – REBIDS**

- 1 A. Local preference for all classifications will govern all changes to shift / days off / and  
2 work location(s) within the bid area; at all stations by respective classification seniority.  
3 Bid area work location(s) will be established by the Company in consultation with the  
4 designated Union Representative(s). Shift / days off / work location(s) preference  
5 sheets will be maintained within each station and will be utilized for all changes of  
6 shifts/days off/and work location(s) within the bid area. Preference sheets may be hard  
7 copy or bid through an electronic equivalent.  
8
- 9 B. Preference sheets will be sorted by classification seniority. If not done electronically,  
10 each rebid the employee must complete a preference sheet and provide a copy to  
11 their supervisor and the designated Union Representative(s). The preference sheet  
12 must be date stamped and signed by both the employee and their supervisor. The  
13 preference sheet will be utilized for all rebids. The employee must retain a copy of the  
14 signed preference sheet for their records.
- 15 C. A minimum of fourteen (14) days' notice prior to the effective date of a rebid is  
16 required. This notice will be posted by the Company, with a copy to the Union. The  
17 notice will contain: the cut-off date for submitting any changes to the shift/days  
18 off/work location(s) within the bid area, the start date of the selection process, and the  
19 effective date of the rebid, by classification. The new shift breakdown, by work  
20 location(s) within the bid area and days off will also be provided. The completed rebid,  
21 must be posted at least seven (7) days prior to effective date of the schedule change,  
22 with a copy to the Union.  
23
- 24 D. Rebids will occur during the months of January, May and September.  
25
- 26 E. The cut off for submitting/updating preference sheets will not be before the 1<sup>st</sup> of the  
27 month. The effective start date of the rebid may not be later than the 15th of the month,  
28 unless otherwise mutually agreed to by the designated Local Union Representative  
29 and the Company.  
30
- 31 F. The rebid will be completed by the Company and the designated Union  
32 Representative(s). The process will be as follows: Crew Chief(s) will select first,  
33 followed by basic classification(s); selecting their shift/days off/work location(s) within  
34 the bid area.  
35
- 36 G. An employee's preference sheet will not be utilized to bid if he is not on payroll on the  
37 cutoff date for the shift selection process. Upon return to regular duty the employee  
38 will be assigned a shift/days off / and work location(s) within the bid area based on his  
39 classification seniority. The employee will remain in that position until he is able to bid  
40 into another position, via the rebid or posted opening, based on his classification  
41 seniority.  
42
- 43 H. No employee will be allowed to bid for another employee.  
44  
45  
46

## **ARTICLE 14.1 – REBIDS**

- 1 I. To be eligible to participate in the rebid, an employee must have received notification  
2 of his scheduled report date to their new bid area prior to the beginning of the shift /  
3 days off / work location(s) within the bid area selection process.  
4
- 5 J. Employees may be assigned to multiple tasks and/or assignments during the course  
6 of his shift at his station within his bid area. It is understood that all assignments will  
7 be made through the respective Crew Chief

## **ARTICLE 14.2 - REALIGNMENTS**

- 1 A. In addition to the three fixed rebids per calendar year as described in Article 14.1,  
2 the Company may utilize a realignment in each bid area one time per calendar year.  
3
- 4 B. Any additional realignment above the one per bid area, per calendar, year must be  
5 mutually agreed to by the designated Union representative and the Company.  
6
- 7 C. The realignment may occur when there is no change in total staffing levels in a bid  
8 area by classification, but there is a change in shift staffing level or start times. The  
9 realignment will be accomplished in the same manner as outlined in the rebid  
10 process.  
11  
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### **ARTICLE 14.3 – ABSENCE FROM DUTY**

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

- 1 A. An employee may authorize another qualified employee within the same bid area and  
2 classification to work his scheduled work day/shift in accordance with the following  
3 provisions:  
4
- 5 B. The request must be in writing to the authorizing employee's immediate supervisor,  
6 using the appropriate form and signed by both employees involved or submitted  
7 electronically, where offered by the Company.  
8
- 9 C. The request must be submitted not less than twenty-four (24) hours prior to the  
10 scheduled start time of the shift to be worked for full day swaps and forty-eight (48)  
11 hours prior to the shift start time for half day swaps, however, local management may  
12 approve shift swap requests with less notice. Such approval shall not be unreasonably  
13 withheld. Twelve (12) months after **DOR** the Company shall meet with the Union to  
14 discuss reducing these notice requirements.  
15
- 16 D. Employees are personally responsible for work on the day/shift, however, they will be  
17 considered normally assigned for all purposes.  
18
- 19 E. An employee who fails to report or is tardy on the day/shift involved will not be charged  
20 for the occurrence under the Company's Attendance Control Policy, however, they  
21 may be restricted from utilizing these provisions as follows:  
22
- 23 1. First Offense - Written Warning  
24 2. Second Offense - one hundred eighty (180) day suspension of privileges from  
25 the date of the absence or tardiness.  
26
- 27 After a warning/suspension with no other violations for the next twelve (12) months,  
28 the warning/suspension process will reset.  
29
- 30 F. New hire employees working in probationary periods are not eligible to participate  
31 under these provisions. Employees serving in a probationary period due to an upgrade  
32 or transfer into a different bid area, will be permitted to shift trade with other qualified  
33 employees within their bid area and classification.  
34
- 35 G. No overtime payment or premium payment will be paid to an employee as a result of  
36 working another employee's day/shift under these provisions.  
37
- 38 H. No request under these provisions shall be honored in jurisdictions in which the laws  
39 or regulations either preclude such as a result of hours restrictions or require the  
40 compensation of such day/shift at overtime rates. This paragraph shall immediately  
41 apply in any jurisdiction, which may hereafter impose such restrictions or require such  
42 payment.

## **ARTICLE 15 - SHIFT SWAPS**

- I. An employee who has agreed to work for another employee may trade the entire obligation with one other employee.
- J. Only the employee authorizing another to work his day/shift will be charged for the authorization. Employees may shift swap off their regularly scheduled shift a maximum of thirty-two (32) times per calendar quarter. A shift swap involving an exchange of shifts in a thirty (30) day period will not count toward the thirty-two (32) quarterly maximum. Employees may trade off one half (1/2) of their shift, which will be included in the maximum thirty two (32) times per calendar quarter.
  1. An employee swapping half of his shift may only do so with one (1) other employee, either the first or second half of the shift.
  2. An employee wishing to swap away an entire shift may only do so with one (1) other employee who will assume the entire shift.
- K. Employees participating under these provisions will be eligible for overtime on the shift preceding and following the swap, but not on his regular shift (i.e., the shift he swapped off) and will be paid and charged at the applicable rate of pay. These employees will not be eligible for paid rest and will be responsible for disqualifying themselves from any overtime that would result in paid rest.
- L. Employees may work a maximum of sixteen (16) consecutive hours (excluding unpaid meal periods) during a twenty-four (24) hour period as a result of shift swaps.
  1. Where employees swap and there is a duty free period of at least fourteen (14) hours between the end of one duty period and the start of a new duty period, such swaps will not be considered as consecutive days for application of this provision.
  2. Employees may shift swap to work back-to-back double shifts, once per workweek.
  3. There must be a minimum of seven (7) hours of rest between each of the double shifts worked back-to-back.
- M. Employees who have a swap to work scheduled within twenty-four (24) hours of a field service trip are ineligible for that field service trip. If an employee is on a field service trip and it becomes evident that the field service trip will extend into a scheduled swap, the employee will notify management and the employee will be paid at the straight time rate of pay during the swap period. If an employee is on a field service trip and it becomes evident that the field service trip will extend into a scheduled swap-off, the employee will notify management and the employee will be paid at straight time rate of pay for any hours worked that fall within the employee's originally scheduled shift(s). No overtime payment or paid rest will be paid as a result of working the swap.

## **ARTICLE 15 - SHIFT SWAPS**

- 1 N. Receipt of discipline for violation of the swap provisions will not disqualify the  
2 employee from eligibility for upgrades.  
3
- 4 O. Employees are personally responsible to remain in compliance with Federal Air  
5 Regulations and Company requirements at all times relative to personal duty time  
6 regulations. The Company requirement will be no more than one (1) day above the  
7 minimum Federal Air Regulations.  
8
- 9 P. If an employee agrees to work a double shift as a result of a swap and later calls in  
10 sick, he will be charged with sick leave for both shifts missed.  
11
- 12 Q. If an employee is denied a requested DAT/comp day due to needs of service, and  
13 subsequently arranges for another employee to work in his place, the employee shall  
14 be paid for the day at his appropriate straight time rate and a DAT/comp day will be  
15 deducted. This DAT/comp swap shall not count as a swap for purposes of the  
16 limitations in this provision.  
17
- 18 R. Swaps within the bid area from premium to basic or basic to premium classification.  
19 (Example: Crew Chief Mechanic to Mechanic, Crew Chief MLS to MLS, Crew Chief  
20 Utility to Utility) Crew Chiefs who swap to work a basic classification may be assigned  
21 to perform Crew Chief duties. Crew Chief on a swap will retain their Crew Chief  
22 premium. If an employee in a basic classification swaps with a Crew Chief, the  
23 Company will upgrade the senior employee in the basic classification on shift per  
24 Article 9.  
25
- 26 S. In circumstances where shift swaps have been approved (single shift or double shift)  
27 and where the employee who is scheduled to work for another employee is unable to  
28 do so (e.g., due to a leave of absence (paid or unpaid), transfer, termination, jury duty,  
29 schedule re-bid, occupational injury), the Company reserves the right to cancel an  
30 approved shift swap provided seven (7) days' notice is given to affected employees.

## ARTICLE 16 – COMPENSATION

During the period of this Agreement, the rates of pay for the classifications of work covered will be in accordance with the Wage Schedules shown in this Article 16, which are incorporated and made a part of this Agreement.

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

A. An employee, who holds a position in a Crew Chief, Technical Crew Chief, or Senior classification, will receive his basic classification chart rate plus a Premium of \$2.20 per hour. Premium will increase to \$2.40 per hour beginning the first day of year four (4) of this Agreement. An employee who receives this Premium will continue to receive that Premium, provided that he continues to hold a position entitling him to a Premium.

1. This Premium is added to his basic classification chart hourly rate of pay and will be considered as part of his base hourly rate for the accrual of all pay related benefits. Length of service increases will be based upon the basic classification date.

2. 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 applications, vacation pay, holiday pay, sick leave pay, travel pay, field trips, furlough or severance pay, sick leave conversion to an HRA and pay for occupational illness or injury (OJI).

B. During the period of this Agreement, the chart rates of pay for the basic classifications of work will be as specified on the appropriate pay charts below.

### Material Logistics Specialist

<u>YOS</u>	<u>DOR</u>	<u>MLS</u>			
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
		<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	16.39	16.72	17.05	17.39	17.74
1-2	17.19	17.53	17.88	18.24	18.60
2-3	18.60	18.97	19.35	19.74	20.13
3-4	20.54	20.95	21.37	21.80	22.24
4-5	22.32	22.77	23.23	23.69	24.16
5-6	24.86	25.36	25.87	26.39	26.92
6-7	26.96	27.50	28.05	28.61	29.18
7-8	27.61	28.16	28.72	29.29	29.88
8-9	30.16	30.76	31.38	32.01	32.65
9-10	<u>32.39</u>	<u>33.04</u>	<u>33.70</u>	<u>34.37</u>	<u>35.06</u>

## ARTICLE 16 – COMPENSATION

YOS	DOR	Planners <sup>1</sup>			
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
0-1	19.76	20.16	20.56	20.97	21.39
1-2	23.93	24.41	24.90	25.40	25.91
2-3	26.87	27.41	27.96	28.52	29.09
3-4	29.86	30.46	31.07	31.69	32.32
4-5	32.95	33.61	34.28	34.97	35.67
5-6	35.79	36.51	37.24	37.98	38.74
6-7	37.28	38.03	38.79	39.57	40.36
7-8	<u>39.92</u>	<u>40.72</u>	<u>41.53</u>	<u>42.36</u>	<u>43.21</u>

1. An employee, while regularly assigned to the classification of Crew Chief – Material Logistics Specialist, Technical Crew Chief – Material Logistics Specialist, and Material Logistics Specialist at the Line stations, will receive a Line Premium of one (\$1.00) dollar per hour.
2. An employee, while regularly assigned at DWH to the classification of Crew Chief – Material Logistics Specialist, Technical Crew Chief – Material Logistics Specialist, and Material Logistics Specialist will receive a DWH Premium of one (\$1.00) dollar per hour.

### C. Flexible Starting Rates

1. In the event that the Company, in its sole discretion, finds that any or all of its starting pay rates (Step 1) as specified in Article 16(B), are noncompetitive with local market starting rates for similarly situated jobs, the Company may hire applicants in any classification at any station/base/location at rates of pay higher (Step 2 through the maximum hourly rate in the applicable pay scale) than those starting rates specified in Article 16 (B). As market conditions change, the Company may, in its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than previous designated starting rates; however, such starting rate may not be lower than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.
2. In those stations/base/locations where higher starting rates of pay are designated in accordance with Article 16(D) (1), all employees in that classification at that station/base/location who are receiving less than the new designated starting rate of pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification in that station/base/location.
3. An employee receiving a flex rate of pay will remain at that pay step on the pay scale until such time that his seniority reaches a point that would allow him to advance to the next step.

## **ARTICLE 16 – COMPENSATION**

4. An employee who transfers to or from a station/base/location which has an adjusted starting rate of pay for his classification will have his rate of pay adjusted upward or downward to conform to the rate of pay received by an employee with the same Pay seniority as his, at his new station/base/location. Such adjusted rate may not be less than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.
5. It is understood and agreed that the effective dates of step increases and other changes in pay rates are determined by the employee's pay seniority.

### **D. Driver Pay/Skill Premiums**

1. Driver pay in the amount of fifty cents (\$0.50) per hour will be paid for all scheduled hours to employees in bid areas where a DOT and/or CDL is required. For non-dedicated CDL or DOT bid areas and an employee performs work where a CDL or DOT is required, the employee will receive fifty cents (\$0.50) per hour premium for all hours of their regular shift for that day.
2. The Company commits to retaining a MLS Driver bid area at CLT and PIT. All other locations will be subject to management discretion as to the establishment of a MLS Driver bid area.
3. An employee assigned to the classification of Material Logistics Specialist will receive a Skill Premium of fifty (\$0.50) cents per hour. Skill Premium as provided in Article 16 will be compounded in the computation of overtime rates and included as a portion of the employee's base hourly rate. The Skill Premium will also be included in the pensionable earnings.

### **E. Shift Differential Premium will be paid as follows:**

1. An employee assigned to a shift, which begins at or after 9:00 a.m. and before 7:59 p.m. will receive a shift differential of fifty one (.51¢) cents per hour.
2. An employee assigned to a shift, which begins at or after 8:00 p.m., and before 5:59 a.m. will receive a shift differential of fifty eight (.58¢) cents per hour.
3. No shift differential will be received by an employee assigned to a shift which begins at or after 6:00 a.m. and before 8:59 a.m.
4. An employee whose assignment is to cover for shift relief or days off will be paid a premium of sixty one (.61¢) cents for all hours worked during the week.  
A Relief Crew Chief will be an employee who will be required to relieve on a shift basis to cover for absences of a Crew Chief. A Relief Crew Chief will be assigned to a permanent shift when not relieving and will not be assigned to any other shift without a seven (7) day notice.

## **ARTICLE 16 – COMPENSATION**

### **Example Start Times:**

6:00 a.m.	to	8:59 a.m.	None
9:00 a.m.	to	7:59 p.m.	51¢
8:00 p.m.	to	5:59 a.m.	58¢
Relief shifts			61¢

- F. 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 base hourly rate in the calculation of pay for overtime, vacation, holiday, sick leave benefit, and benefits paid for absence due to an occupational illness or injury compensable under the applicable Workmen's Compensation law.
- G. An employee who permanently transfers at his own request to another classification of work as provided in any Association agreement will continue to receive his same chart hourly rate per hour but, in no event, will his chart hourly rate exceed the maximum rate for the classification to which he transferred.
1. If his chart hourly rate at the time of such transfer is not the same as any regular chart rate per hour for the classification to which he transferred, he will immediately receive the nearest higher chart rate per hour for such classification. Thereafter, the employee shall progress on the normal progression scale in the new classification. In the case of a transfer from a higher to a lower classification caused by a reduction in force under this Agreement, the above rules will apply.

## **ARTICLE 17 – PROFIT SHARING**

- 1 A. The terms of profit sharing benefits for TWU/IAM Association represented  
2 employees (which replace and supersede any previous profit sharing provisions)  
3 shall be as set forth in this Article 17.  
4
- 5 B. TWU/IAM Association represented employees will be eligible for annual profit  
6 sharing award payments if, for the year that the profit sharing award payment is  
7 attributable, (i) the employee received eligible earnings (under the meaning used by  
8 the current AAG profit sharing plan) from the Company for that profit sharing year  
9 and (ii) remained employed on the last day of that profit sharing year, or whose  
10 employment terminated during the profit sharing year by reason of the employee's  
11 retirement, involuntary furlough, disability, or death.  
12
- 13 C. For each profit sharing year, the Company will calculate profit sharing award  
14 payments as follows:  
15
- 16 1. An amount equal to 10 percent (10%) of the dollar amount of American Airlines  
17 Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year, and, an amount  
18 equal to 20 percent (20%) of the dollar amount of AAG's Pre-Tax Earnings above  
19 \$2.5B for that year will be attributed to a profit sharing pool ("Total Profit Sharing  
20 Pool").  
21
- 22 2. A percentage of the Total Profit Sharing Pool will be allocated to the eligible  
23 TWU/IAM Association represented employees by dividing the total eligible  
24 earnings of the TWU/IAM Association represented employees by the total eligible  
25 earnings of all participants in AAG's profit sharing program(s) ("TWU/IAM Profit  
26 Sharing Pool").  
27
- 28 3. The TWU/IAM Profit Sharing Pool will be divided by the amount of all the  
29 TWU/IAM Association represented employees' eligible earnings, and the  
30 resulting quotient shall be the "payout percentage."  
31
- 32 4. The amount of the profit sharing award payment for each TWU/IAM represented  
33 employee who is eligible for a profit sharing award for a profit sharing year shall  
34 be the product of the payout percentage multiplied by such eligible employee's  
35 eligible earnings from the Company for the applicable profit sharing year.  
36
- 37 D. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings"  
38 are determined (i) before any applicable income tax expense, and (ii) by excluding  
39 all accruals under profit sharing plans and any other incentive compensation plan or  
40 agreement, and all extraordinary, unusual, one-time, restructuring, reorganization,  
41 integration, reduction in force, or other similar accounting adjustments as may be  
42 determined by the compensation committee of the Board of Directors in its  
43 discretion, after consultation with AAG's independent auditors; and provided, further,  
44 that AAG's Pre-Tax Earnings remain positive after accruals under profit sharing  
45 plans and all other incentive compensation plans or agreements are taken into  
46 account.

## **ARTICLE 17 – PROFIT SHARING**

- 1 E. Profit sharing award payments shall generally be made by March 15 of the
- 2 subsequent calendar year or other such date as required by applicable law.
- 3
- 4 F. The Company retains discretion over all profit sharing related matters not specifically
- 5 addressed in this Article.
- 6
- 7

## **ARTICLE 18 - OVERTIME**

- 1 A. The applicable rate of pay, computed on an actual minute basis, adjusted to the  
2 nearest tenth (1/10) of an hour with a minimum of one (1) hour overtime, shall be paid.  
3
- 4 1. The rate of time and one half (1.5 x) shall be paid for the first four (4) hours worked  
5 by an employee in advance of or after his regular scheduled hours on a regular  
6 scheduled day, and for all hours worked by an employee on a regularly scheduled  
7 day off up to for his first eight (8) hours, except as provided in paragraph A (2) and  
8 (3).  
9
- 10 2. The rate of double-time (2 x) shall be paid as follows:  
11
- 12 a. For all hours in excess of the first eight (8) paid hours, on any one (1) of the  
13 employee's regularly scheduled days off in each work week.  
14
- 15 b. If shift coverage is required for a ten (10) or twelve (12) hour shift call, it will be  
16 paid as follows, first eight (8) hours at time and one half (1.5 x) the remaining  
17 hours will be paid at double time (2 x).  
18
- 19 3. The rate of double-time (2 x) shall also be paid to an employee who in a twenty-  
20 four (24) hour period, works in excess of twelve (12) hours if the employee is  
21 regularly scheduled to work an eight (8), ten (10) or twelve (12) hour schedule.  
22
- 23 B. For overtime purposes, the twenty-four (24) hour period will begin with the starting  
24 time of the employee's regularly assigned shift. Notwithstanding this twenty-four (24)  
25 hour rule, the rate of double-time (2x) shall be paid to an employee for all work in  
26 excess of twelve (12) hours where the first twelve (12) hours worked have been  
27 consecutive.  
28
- 29 C. When an employee works on his scheduled day(s) off he will be entitled to at least  
30 eight (8) hours of work at the applicable overtime rate.  
31
- 32 D. Employees who change shifts or days off due to rebid, realignment, or bidding on  
33 another job shall not be paid overtime as a result of such change. However, an  
34 employee shall be paid overtime when his shift, or days off are changed by the  
35 Company and the work week provisions are thereby violated.  
36
- 37 Example: Employees that do not have the seniority to remain on their shift during a  
38 rebid, realignment, or who are bumped or abolished and therefore required to bid to a  
39 different shift will be paid at the overtime rate if the work week provisions are violated.  
40
- 41 E. After all employees within the bid area have been proffered the overtime assignment  
42 and additional manpower is still required, qualified personnel from another bid area  
43 may be requested to work overtime.  
44
- 45 F. No employee will be expected to work overtime against his wishes.  
46

## **ARTICLE 18 - OVERTIME**

- 1 G. For continuous service after regular working hours, employees will not be required to  
2 work more than two (2) hours without being permitted to take a thirty (30) minute  
3 unpaid meal period in which to eat.  
4
- 5 H. Employees reporting for work of at least four (4) hours pre-shift will be allowed a thirty  
6 (30) minute unpaid meal period in which to eat within their pre-shift period.  
7
- 8 I. When an employee completes his shift and is recalled to work, not in conjunction with  
9 his regularly scheduled shift, he will be paid no less than four (4) hours at the overtime  
10 rate applicable for each call.  
11
- 12 J. When an employee is contacted outside of work for a technical support related  
13 question or problem not related to the employee's oversight, he will be paid not less  
14 than one (1) hour at his base hourly rate. This provision does not apply to general  
15 notice phone calls, offering overtime, or other administrative issues.  
16
- 17 K. Employees who have been required to work sixteen (16) consecutive hours (exclusive  
18 of an unpaid meal period) which results in less than seven and one half (7 1/2) hours  
19 rest prior to the employee's regular shift in the succeeding workday, the employee will  
20 receive straight time rates until the seven and one half (7 1/2) hour rest period is  
21 achieved and will report for the remainder of his scheduled shift.  
22
- 23 L. If an employee has worked sixteen (16) consecutive hours (exclusive of an unpaid  
24 meal period) at his home station he must have a rest period of seven and one half (7  
25 1/2) hours. At the end of the seven and one half (7 1/2) hour rest period he will again  
26 be governed by the overtime rules.  
27
- 28 M. No overtime shall be worked except by direction of the proper supervisory personnel  
29 of the Company, except in cases where prior authority cannot be obtained.  
30
- 31 N. If the Company bypasses any employee(s) in violation of this Article, excluding the  
32 application of paragraph A. above, the Company will pay the equivalent number of  
33 eligible employee(s) with the lowest hours on the Overtime List. The award will be the  
34 number of hours missed on that overtime opportunity at the applicable overtime rate.  
35 The employee(s) will be charged the appropriate hours on the Overtime List.  
36
- 37 O. Overtime work will be distributed among the employees qualified to perform the work  
38 necessitating overtime within their appropriate bid area as equitably as practicable in  
39 accordance with Overtime Distribution Procedures. The Company will establish the  
40 administrative process used to sign-up, offer, and award overtime.  
41

### **Overtime Distribution Procedure**

42  
43

#### **P. General**

44  
45

- 46 1. The Overtime Procedures are applicable at all MLS stations. These procedures

## **ARTICLE 18 - OVERTIME**

determine how the Company offers and assigns overtime. Compensation shall be paid in accordance with this Article.

2. The Company shall maintain the record of overtime hours charged. When overtime is called, a record of calls that they have made, time of call, person calling and response shall be provided to the Union. When overtime is awarded using the automated system, the Union shall be provided access to the records and to the automated computer system to verify the compliance with these procedures. Hours charged to the Overtime List (OTL) shall be updated immediately at the conclusion of the overtime offer.

3. On the second Monday of January, every year, at 2359 hours local time, the Company shall reset the hours by Classification seniority on the OTL to zero for equalization purposes for all bid areas. In the event two or more employees have the same seniority date, the OTL shall list the employee that is higher on the master seniority list first. Overtime hours worked, after 0001 hours, local time on the second Tuesday of January will be added to the new OTL.

4. Employees accepting overtime shall report to the designated area as directed by management and immediately report to the work area Crew Chief.

### **Q. Overtime Lists**

1. Each bid area shall maintain a separate Overtime List (OTL) for all classifications within the bid area. The OTL shall list employees by overtime hours charged.

a. The OTL shall list employees in inverse hour order, those with the fewest hours at the top. In the event two or more employees have the same number of hours, the employee higher on the master seniority list shall be listed first. Hours will be shown in whole hour increments, with fractions of 0.5 or less being rounded down, and fractions of 0.6 or more being rounded up.

### **R. Overtime Sign-Up and Selection**

1. Employees who want to work overtime shall make themselves available by signing up for overtime by using the electronic tool. In the event the electronic tool is offline, employees shall be proffered overtime utilizing a manual proffer from the master list in that bid area and charged only if worked.

2. It is understood that Full Shift/Day Off OT is the recognized standard, except for the following:

a. Early Call-In (ECI) & Hold-Over (HLD) overtime shall not be combined to cover known full shift overtime opportunities unless the OTL for that bid area

## **ARTICLE 18 - OVERTIME**

has been exhausted. For this provision, known shift overtime opportunities shall include vacation, sick (known to the company twelve (12) hours or more in advance), leaves of absences, OJI, training, etc.

- b. Four-hour ECI/HLD may be used for on shift response to unforeseen needs or oncoming shift preparation/support.
3. Employees can make themselves available for overtime at any time as described below and shall appear on the OTL. When overtime is required, management shall take a time stamped snapshot of the OTL for solicitation and the person lowest in hours on the applicable OTL shall be offered first; with the list continuing to be run in lowest to highest until the overtime need is fulfilled. If additional overtime is required, subsequent snapshots of the OTL shall be utilized.
4. Once a snapshot is taken, the first offer for overtime shall be within sixty (60) minutes and that list shall be utilized until that overtime need is fulfilled. If the offer of overtime is not started within sixty (60) minutes or any additional offer(s) of overtime are made, a new snapshot must be taken, and that list shall be utilized until that overtime need is fulfilled.
5. Employees can sign up for Overtime up to fourteen (14) days in advance.
  - a. Full shift overtime or ECI shall be awarded via the automated system to employees who have made themselves available on the OTL no more than twenty-four (24) hours and no less than twelve (12) hours in advance of the start of the overtime shift. Once awarded via the automated system the employee shall be considered to have accepted the overtime and can no longer refuse.
  - b. If the proffer of full shift or ECI overtime is less than twelve (12) hours in advance of the start of the overtime shift, such proffer shall be by phone or by positive contact if the employee is on shift working at the time of the overtime proffer. When overtime is proffered, within twelve hours in advance of the start of the overtime shift, the employee can accept or decline the overtime and shall be charged for all hours proffered; except if an employee is proffered overtime with less than two (2) hours' notice and refuses the overtime, he shall not be charged overtime hours for the refusal.
6. For Full Shift/Day Off Overtime shifts, an employee shall only be offered overtime once for each shift if the employee refuses.
7. For Full Shift/Day Off overtime an employee shall be given the option to sign up for Day shift, Afternoon shift, and/or Midnight shift overtime using the standard shift start times from Article (14) of 0600, 1400, & 2200.

## **ARTICLE 18 - OVERTIME**

- 1  
2 8. For HLD overtime, the employee shall sign up and be awarded their overtime  
3 using the automated system between the fifth (5) and sixth (6) hours on an eight  
4 (8) hour shift or the seventh (7) and eighth (8) hour on a ten (10) hour shift or  
5 ninth (9) and tenth (10) hour on a twelve (12) hour shift.  
6

7 S. Offering Overtime from the OTL  
8

- 9 1. An employee on his last regular scheduled work day, who works any post shift  
10 overtime shall not be eligible to work any additional overtime until the start of his  
11 first day off shift.  
12  
13 2. When the need for overtime arises, the Company shall determine the appropriate  
14 classification(s) to perform the work. In addition, the Company shall determine the  
15 need to offer the overtime to particular bid areas, shops and shifts. In the event  
16 sufficient personnel are not available from the OTL in the bid area to meet the  
17 overtime requirements the overtime may be called, if so, in the following order:  
18

<b><u>Basic Classification</u></b>
1. Crew Chief within his bid area who has signed up for overtime
2. Once the bid unit overtime lists above have been exhausted, management can solicit overtime from employees in another bid area that have signed up and made themselves available for overtime.
3. Low to High in overtime hours Master Basic classification List from that bid area and then the Master Crew Chief List from that bid area.

<b><u>Crew Chief</u></b>
1. Once the bid unit overtime lists above have been exhausted, management can solicit overtime from employees in another bid area that have signed up and made themselves available for overtime.
2. Low to High in overtime hours from the Master Crew Chief List from the bid area of those Crew Chiefs who did not sign up.
3. Upgrade senior Basic classification volunteer per Article (9) within the bid area on the shift, and call Basic classification to back fill upgraded position(s).

- 19  
20 3. MLS employees on shift shall first be utilized to perform work requiring specialized  
21 qualifications agreed to by the Company and the Union; however, if no qualified

## **ARTICLE 18 - OVERTIME**

1 employees are on shift the Company may offer overtime subject to specialized  
2 qualifications provided all hours refused or worked are added to the employee's  
3 OT hours.  
4

5 4. In the event of new work or a process where the training has begun and hasn't  
6 been completed or where a reasonable opportunity is afforded to everyone to be  
7 trained; qualifications can be utilized for overtime selection.  
8

9 5. Once overtime is called, it shall not stop on a refusal, unless the overtime list  
10 being used has been exhausted.  
11

### 12 T. Eligibility 13

14 1. Employees who have been scheduled for training immediately prior to their  
15 scheduled start times are ineligible for ECI; however, they remain eligible for HLD.  
16 Employees who have been scheduled for training immediately following their  
17 scheduled stop times are ineligible for HLD; however, they remain eligible for ECI  
18 for that shift.  
19

20 2. Employees serving a probationary period under Article 10 are not eligible for  
21 overtime.  
22

23 3. Employees in a trial period are not eligible for overtime.  
24

25 4. Employees on a DAT, comp time, or leaves of absence, regardless of  
26 compensation for time off work, are not eligible to work overtime.  
27

28 5. Employees on weekly vacation are only eligible for overtime on their regularly  
29 scheduled days off.  
30

31 6. Employees who utilize hour at a time (HAT) vacation at the beginning of their shift  
32 shall not be eligible for ECI and employees who utilize hour at a time (HAT)  
33 vacation at the end of their shift shall not be eligible for HLD.  
34

35 7. An employee on temporary transfer shall be considered for overtime proffers in  
36 his home bid area. He shall also be considered for overtime in the bid area to  
37 which he is temporarily transferred after all regular members of that bid area have  
38 been proffered overtime.  
39

40 8. Employees who are National Guard/Reservists shall not be considered  
41 eligible and shall not be charged during scheduled activity periods, or weekend  
42 drills, due to their leave of absence status.  
43  
44

## **ARTICLE 18 - OVERTIME**

### **U. Charging of Hours**

1. An employee who works/refuses overtime shall be charged on a converted basis for the number of hours proffered. (e.g. 1.5, 2.0, or 2.5 times the number of hours offered)
2. In the event an employee voluntarily requests to work less than the offered overtime, he shall only be paid for the time that he actually works but will be charged for all hours proffered.
3. Employees that do not make themselves available by signing up for overtime shall not be charged.
4. In situations where the Company offers overtime by phone and an answering machine or voicemail responds a message shall be left with the overtime offer information and call back number. An employee who does not answer shall be considered "unavailable" and not charged for a refusal; except,
  - a. If the employee returns the call and the Company has not completed the OT offer, the employee shall be free to accept the OT and shall be charged.
  - b. If the employee returns the call and the Company has not completed the OT offer, and the employee refuses the OT he shall be charged.
  - c. If the employee returns the call and the Company has completed the OT offer, and the opportunity for OT is no longer available, the employee shall not be charged.

### **V. Employee Movement and the OTL**

1. An employee returning from any authorized leave of absence shall retain the same number of hours as when he left until such time that the OTL is zeroed.
2. Employees who move to a new bid area shall receive the average overtime of the new bid area.

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

- 1 A. When employees engage in field trips from their home station, they shall be paid one  
2 and three-quarters times (1.75x) their hourly base rate of pay for all hours worked,  
3 traveling, on call, or prep time in accordance with this Article.  
4
- 5 B. When air travel is required for a field trip, the Company will provide round trip space  
6 positive travel. Such travel by air will only be on U.S. carriers operating under FAR  
7 Part 121, or carriers under FAR Part 135 (or successor regulations) or foreign air  
8 carriers who are members of IATA, or on comparable air operators. (e.g., Lear Jet  
9 operators)  
10
- 11 C. No employee will be required to travel on field trips in a single engine aircraft against  
12 their wishes.  
13
- 14 D. Employees who are on field trips and who are on-call in excess of four (4) hours or if  
15 employees are at a hotel and a hotel shuttle is not available, the Company will provide  
16 a Company vehicle or other mode of transportation upon request (i.e. car for hire).  
17 The employee will be reimbursed for reasonable transportation expenses by  
18 providing receipts.  
19
- 20 E. When an employee accepts a field trip away from his home station, on his scheduled  
21 day off, he shall be paid a minimum of eight (8) hours, or ten (10) hours if on a 4/10's  
22 schedule, or twelve (12) hours if on a twelve (12) hour day schedule of compensation  
23 at one and three-quarters times (1.75x) their hourly base rate, whether traveling, on  
24 call, or working.  
25
- 26 F. If the Company directs the employee(s) to take a rest period after sixteen (16) hours  
27 or more on duty, excluding prep time, it will be at a hotel (single occupancy). If the rest  
28 period is for an eight (8) hour period, he will be compensated at his base rate of pay  
29 for the rest period. If the rest period is less than eight (8) hours he will continue to be  
30 paid at the rate of one and three quarters times (1.75x) their hourly base rate of pay.  
31 At the end of an eight (8) hour rest period, the employee will be returned to duty at the  
32 field trip rate of one and three quarters times (1.75x) their hourly base rate of pay.  
33
- 34 G. If an employee(s) requests a rest period after sixteen (16) hours or more on duty,  
35 excluding prep time, it will be for eight (8) hours at a hotel (single occupancy) and the  
36 employee will be paid at their base rate of pay for the eight (8) hour rest period. At the  
37 end of the eight (8) hour rest period, the employee(s) will be returned to duty at the  
38 field trip rate of one and three quarters times (1.75x) their hourly base rate of pay.  
39
- 40 H. If a field trip shall continue so that its termination shall fall less than seven and one  
41 half (7 1/2) hours prior to the commencement of the employee's regular shift, he will  
42 not be required to report for his next regularly scheduled shift and will be paid his base  
43 hourly rate for all regularly scheduled work hours.  
44

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

- I. If the field trip is outside of the United States and its territories, the Company will either provide advance payment or arrange for the payment of all expenses for required work permits, visas, inoculations, or any associated fees required to perform the work.
- J. An employee who is required to use a passport in conjunction with travel for a field trip will be entitled to reimbursement for routine passport fees (once per passport renewal cycle).
- K. Field trip work will be distributed among the employees qualified to perform the work necessitating the field trip.
- L. Field Trips may be assigned by management to any location.
- M. An employee involved in a field trip away from his Base station will receive an hourly per diem allowance of two dollars and thirty cents (\$2.30) per hour domestic and two dollars and eighty cents (\$2.80) per hour international, to cover all incidental expenses (excluding lodging and transportation cost) incurred during such assignments; with an increase of five cents (\$.05) per hour on January 1st of each year. The per diem allowance will commence sixty (60) minutes before the scheduled departure of the flight actually taken by the employee, or any earlier flight for which he stood by and will end thirty (30) minutes after the actual gate arrival at his home airport. The time of departure and return will be provided by the employee and included on his expense report for such assignments.
- N. For international field trips, where the employee's total reimbursable meal and incidental expenses (as established by Company Policy) exceed his total daily per diem allowance and upon submission of actual receipts, the employee shall be reimbursed up to an amount equivalent to the difference between his total daily per diem allowance and the amount provided for under the M&IE rates published by the State Department ([www.state.gov](http://www.state.gov)).
- O. Within five (5) days after returning to his home station, or at the close of each week in the event an employee is away for a period longer than one (1) week, the employee shall submit an expense report in accordance with Company regulations, and if the employee has returned to his home station, it shall be accompanied by the balance of any expense money advanced, but not accounted for on the expense report.
- P. Employees called from home, for field trips after completing their regular shift assignment or on a regular day off, will commence his pay two (2) hours for domestic field trips and three (3) hours for international field trips, inclusive of preparatory time, prior to the scheduled departure of the flight and will end thirty (30) minutes after the actual gate arrival at his home airport (definition of international is anywhere a passport is required). Rate of pay will be at one and three-quarters (1.75x) their hourly base rate, and in all possible cases, will be given two (2) hours or more notice before departure time.

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

- 1  
2 Q. Employees on a regular shift assignment will be allowed time to prepare for a field trip  
3 assignment without loss of pay. Field trip rate of one and three-quarters times (1.75x)  
4 hourly base rate will commence sixty (60) minutes before the scheduled departure of  
5 the flight actually taken by the employee, or any earlier flight for which he stood by  
6 and will end thirty (30) minutes after the actual gate arrival at his home airport.  
7  
8 R. No employee will be required to work alone on a field trip; excluding those who  
9 accompany a charter flight(s) on Company aircraft.  
10  
11 S. When it is necessary to retrieve hazardous parts or tooling from a location that does  
12 not have a supply designee, or a designee is unavailable, management will send a  
13 Material Logistics Specialist and if sent will be paid in accordance with this Article.  
14  
15 T. An Inspector will be dispatched when field trips are dispatched from a station and  
16 when that field trip requires inspection work and no inspector is staffed at the field trip  
17 station.  
18  
19 Note: Inspectors may be dispatched from any inspection station.  
20  
21 U. For field trips, the Company may assign either Mechanics or Crew Chiefs provided,  
22 however, if four (4) Mechanics are sent, one (1) must be a Crew Chief unless the field  
23 trip is required at a station where Crew Chiefs are on duty, in which case a Crew Chief  
24 need not be sent if the normal Crew Chief to Mechanic ratio will not be exceeded at  
25 that station.  
26  
27 V. The Company may dispatch the eligible on-duty employee, low on the field trip list, for  
28 field trips when such field trips involves transportation by common carrier and the  
29 scheduled departure is within two (2) hours for domestic and three (3) hours for travel  
30 outside the contiguous 48 states from the time it is determined that the field trip is  
31 necessary.  
32  
33 W. The field trip list will be called for field trips when air taxi or ground transportation is  
34 used for travel outside of his home station.  
35  
36 X. When a crew is dispatched for field trips and the conditions of a field trip change, e.g.,  
37 job requirements or additional work, employees who have accepted the trip and agree  
38 to the work under the changed conditions, may be utilized.  
39  
40

### **Travel Pay**

- 41  
42  
43 Y. Quality Assurance Auditors/Planners/Technical Documentation Specialist employees  
44 will have their itinerary and work schedule, including known overtime, approved by  
45 their supervisor or management representative directing the travel before the  
46 commencement of the travel.

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

1. Employees may request a cash advance of up to one hundred dollars (\$100) prior to the commencement of an international field assignment.
2. Employees required to travel away from the geographic location of their station are compensated for travel time by the most direct route as follows: All traveling on a workday shall be paid at straight time during normal working hours, additional hours' travel including waiting will be paid at the applicable overtime rate.
3. Employees required to travel on any scheduled day off away from his base station will be compensated for all travel time at the applicable overtime rate but in no event for less than four (4) hours.
4. Employees who are required to travel internationally will be reimbursed for the following normal and customary expenses:
  - a. Passport/Renewal, including photos (routine passport fees once per passport renewal cycle)
  - b. TSA pre check(Quality Assurance Auditors only)
  - c. Visa
  - d. Inoculations

### **FIELD TRIP PROCEDURES**

#### **A. General**

1. The Field Trip Procedures are applicable at all M&R and MLS stations. These procedures determine how the Company offers and assigns Field Trips. Compensation will be paid in accordance with Article 19.
2. An employee who works a field trip will be charged one (1) hour on the Field Trip List (FTL) for all Field Trip hours paid at the field trip rate. Field Trip hours will be updated on the FTL as soon as practicable, but no later than twenty-four (24) hours after return from the Field Trip.
3. Employees accepting a Field Trip will report to the area and personnel designated by management.
4. Employees returning from a Field Trip will report to local management, and if unavailable, notify the MOC MOD for out-processing.
5. If an employee is by-passed in violation of these procedures or Article 19 of the CBA, the Company will pay the equivalent number of employee(s) with the lowest hours on the Availability List. The award will be the number of hours missed on that Field Trip

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

1 opportunity at the Field Trip rate and any hours paid at straight time for any rest period.  
2 The employee(s) will be charged the appropriate hours on the FTL.  
3

- 4 6. While on the Field Trip, all employees covered under this agreement will assist each  
5 other in completing work assignments. When needed, a Technical Crew Chief will only  
6 be assigned to a Field Trip to provide technical assistance and guidance, and he will  
7 not replace a mechanic or any other employee on the Field Trip.  
8
- 9 7. If a Passport or Visa is required, employees must have them in their possession on  
10 Company Property at the time the Field Trip is called in order to be eligible. In locations  
11 that require work visas in advance, a local procedure will be established to obtain the  
12 work visa.  
13
- 14 8. The FTL will not be zeroed out. Any adjustment to the FTL hours must be mutually  
15 agreed upon by the Company and the Association.  
16
- 17 9. The FTL will be maintained separately from the Overtime List (OTL).  
18

### **B. Field Trip Lists**

19  
20

- 21 1. Each station will maintain a separate FTL for each Bid Area as applicable (e.g.  
22 Generals, Avionics, Stores, Facilities, GSE, Electricians, Plumbers, Tech Crew  
23 Chiefs, Crew Chiefs Inspectors, Cleaners, etc.). The FTL will list employees by  
24 Field Trip hours charged.  
25
- 26
- 27 2. The FTL will list employees in inverse hour order, with those with the fewest hours  
28 at the top. In the event two or more employees have the same number of hours,  
29 the employee that is higher on the master seniority list will be listed first. Hours  
30 charged will be shown in whole hour increments with 1-30 minutes or less being  
31 rounded down, and 31-59 rounded up.  
32

### **C. Field Trip Sign-Up and Selection:**

33  
34

- 35 1. It understood that when a Field Trip is required, management will determine which  
36 Bid Area and Station the Field Trip is offered. When offering Field Trips  
37 management will offer such Field Trip to the employees and Bid Area that normally  
38 perform the scope of work required on the Field Trip. It is also understood that if  
39 management determines that the Status and Scope of the Field Trip requires  
40 another Bid Area to accomplish the work in question, management may dispatch  
41 such employees.  
42
- 43 2. Employees who want to be offered Field Trips, will make themselves available by  
44 signing up for Field Trips using the electronic tool. In the event the electronic tool  
45 experiences an outage, local procedures will be utilized.  
46

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

1 3. Employees can make themselves available on the FTL at any time in advance of  
2 the Field Trip Availability list being produced. Only employees making themselves  
3 available on the FTL will have their name appear on the Field Trip Availability List.  
4 When a Field Trip is required, management will take a time stamped snapshot of  
5 the Field Trip Availability List used for solicitation.  
6

7 a. Once a time stamped snapshot of the Field Trip Availability List is produced,  
8 the first offer for a Field Trip will be made within forty five (45) minutes.

9 b. If the first offer is not made within the first forty five (45) minutes a new time  
10 stamped snapshot of the Field Trip Availability List must be taken.  
11

12 4. Employees can use the online tool to sign up for the FTL up to fourteen (14) days  
13 in advance. Employees will have the option to sign up to be contacted on the FTL  
14 for Day, Afternoon, and/or Night Field Trips.  
15

16 5. Flight Mechanic Assignment – Field trips that require a Flight Mechanic may be  
17 solicited from the FTL in advance for planning purposes. The Company will meet  
18 and confer with the designated Local Union Representative to establish guidelines  
19 for the Flight Mechanic Assignment. Personnel requirements may vary depending  
20 on client specifications, such as, security and dress code.  
21

22 6. Operational Coverage - locations without M&R and/or MLS personnel that require  
23 employee(s) for short-term coverage may be solicited from the FTL in advance for  
24 planning purposes. The Company will meet and confer with the Association to  
25 establish guidelines.  
26

### **D. Offering Field Trips from the FTL**

27  
28

29 1. When the Company determines the need for a Field Trip, it may also need to  
30 require certain qualifications.  
31

32 2. Nothing prohibits the Company from cancelling a Field Trip. If a Field Trip is  
33 cancelled beyond the end of the employee's shift, compensation will be in  
34 accordance with Article 19, however, those Field Trip hours paid will be charged  
35 to the FTL.  
36

37 3. In situations where the Company offers a field trip to an employee who is not on  
38 the property working, and there is no answer, an answering machine answers, or  
39 a message is left on a privacy manager program, then the employee will be  
40 considered "unavailable" and not charged for a refusal.  
41

### **E. Eligibility**

42  
43

44 1. For Weekly and Daily Classroom Training: Employees assigned to classroom  
45 training while a Field Trip is being solicited will be ineligible for the Field Trip and  
46 will not be charged. Upon completion of the training course and return to work, the

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

1 employee will be eligible. Employees who are scheduled for classroom training  
2 immediately following their scheduled stop time(s) are ineligible for a Field Trip and  
3 will not be charged.  
4

- 5 2. Employees on vacation are ineligible for Field Trip including their days off prior to  
6 their vacation. The employee can make himself available on his days off, after his  
7 last scheduled vacation day.  
8
- 9 3. Employees serving a probationary period under Article 10 are not eligible for  
10 Field Trips. An employee on transitional / limited duty or who is otherwise being  
11 accommodated must notify management if their restriction(s) prohibit them from  
12 performing the work required to accomplish the field trip.  
13
- 14 4. Employees on a Swap will be handled according to Article 15 (M).  
15
- 16 5. Any M&R or MLS Association member working as an acting supervisor will not be  
17 considered eligible for a Field Trip until completing a full shift in their respective  
18 union classification.  
19
- 20 6. Once an employee accepts a Field Trip, he will no longer be eligible for any other  
21 Field Trip offered during his shift, unless the previously awarded Field Trip is  
22 cancelled by the Company.  
23

### **F. Charging of Hours**

- 26 1. An employee who accepts a Field Trip will be charged one (1) hour on the Field  
27 Trip List (FTL) for all Field Trip hours paid at the field trip rate  
28
- 29 2. If an employee is available at the time of the Field Trip offer and refuses, he will be  
30 charged the highest number of hours paid for the field trip within the appropriate  
31 Bid Area.  
32
- 33 3. Employees within the appropriate Bid Area that have made themselves available  
34 for a Field Trip and have been bypassed due to qualifications will not be charged  
35 for equalization purposes.  
36
- 37 4. An employee who accepts a Field Trip and chooses to return to his home station  
38 prior to the completion of the Field Trip will be paid per Article 19, but will be  
39 charged the highest number of hours paid for the Field Trip within their Bid Area.  
40
- 41 5. An employee who is told to return to his home station, at the Company's request,  
42 will paid per Article 19 and he will only be charged on the FTL for the hours paid  
43 at the field trip rate.  
44

## **ARTICLE 19 - FIELD TRIPS/TRAVEL PAY**

1       6. Straight time "rest period" hours that occur for any reason will not be charged on  
2       the FTL.

3  
4       7. An Employee who has indicated that he has a Passport and refuses a Field Trip  
5       that requires a Passport will be charged the highest number of hours paid for the  
6       field trip within their Bid Area.

### **G. Employee Movement and the FTL**

7  
8  
9  
10       Upon completion of the new hire probationary period, or the (90) ninety work day  
11       trial period for a transfer from another classification if applicable, the employee will  
12       be added to the FTL in classification seniority order with the highest hours plus  
13       one (1) hour. Employees returning from a personal leave of absence or from  
14       working in a supervisory position will be added back to the FTL with the highest  
15       hours plus one (1) hour. All other leaves of absence will return with their previous  
16       hours.

### **H. Health and Safety Considered**

17  
18  
19  
20       When an employee returns from a Field Trip with less than 7 ½ hours rest prior to  
21       the start of a shift swap, the expectation is for the employee to make arrangements  
22       to cover or work the shift swap because Authorized Absence will not be paid for a  
23       shift swap. If the employee is too fatigued to work, he can request to be relieved of  
24       the shift swap at no pay.

## **ARTICLE 20 - TRAINING**

- 1 A. Any employee who is required by the Company to attend training classes during  
2 regular working hours will be paid for time spent in attendance at the classes at his  
3 base hourly rate and the time will be deemed as time spent at his regular work for  
4 all purposes.  
5
- 6 B. An employee selected for training under these procedures may be designated in  
7 the order of his classification seniority, subject to his availability. In locations that  
8 contain multiple shops and specialized training is applicable only to certain shops,  
9 those employees, up to the number required, will be provided the training. In the  
10 event trained employees vacate a shift, work location, shop, or type of work, the  
11 Company will determine the training needs of other employees, remaining or filling  
12 the vacancies, if any. If additional trained employees are required, the employee  
13 assigned to the shift, work location, shop, or type of work will be provided the  
14 training. This may cause training assignments out of seniority order.  
15
- 16 1. Nothing in these procedures waives the qualification requirements for  
17 employees as set forth in Article 8.  
18
- 19 2. Nothing in these procedures is intended to change or alter Article 14 Hours  
20 of Service, intra-station transfers, selection for field work, overtime  
21 distribution, vacation selection, or holiday work.  
22
- 23 3. In the event a senior employee is not assigned to training, his existing rights  
24 under any Article of this agreement will not be affected as a result thereof.  
25
- 26 C. An employee required to travel on any scheduled work day in conjunction with  
27 training away from his station, before or after his regularly scheduled shift will be  
28 compensated at the applicable overtime rate.  
29
- 30 D. An employee required to travel on any scheduled day off in connection with training  
31 away from his residence or his station, will be compensated for all travel time at  
32 the applicable overtime rate, but in no event for less than four (4) hours. Travel  
33 time in this Article will begin ninety (90) minutes before the scheduled departure of  
34 the flight actually taken by the employee, or any earlier flight for which he stood  
35 by, and will end thirty (30) minutes after the actual gate arrival at the destination.  
36 If the training is at an offsite location, reasonable time will be paid for travel to the  
37 location.  
38
- 39 1. If the employee is traveling from/to his residence, which is not his station, in no  
40 event will the travel time paid be greater than the scheduled flight time between  
41 his station and the training location. Additionally, the employee will be paid  
42 ninety (90) minutes for time prior to and thirty (30) minutes for time after the  
43 scheduled flight time, as referenced above in paragraph D.

## **ARTICLE 20 - TRAINING**

2. If the training is conducted at his station or in the city of residence, paragraph D does not apply.

- E. Where a training period results in less than seven and one half (7 1/2) hours rest prior to the employee's regular shift in the succeeding workday, the employee may choose to work and will be paid the applicable overtime rate or the employee may choose to receive straight time rates until the 7 1/2 hour rest period is achieved and will report for the remainder of his scheduled shift.
- F. Training sessions may be scheduled pre-or post-shift for a minimum of one (1) hour up to a maximum of four (4) hours at the applicable overtime rate of pay and will not include any meal period.
- G. An employee who consents to attend training on any scheduled day off will be compensated for the training at the applicable overtime rates in Article 18, Overtime. Training sessions will be no more than eight and one half (8 1/2) hours in length (inclusive of an unpaid meal period) and a minimum of eight (8) hours of pay at the applicable overtime rate on a regularly scheduled day off.
- H. An employee involved in a training away from his station will receive an hourly per diem allowance of two dollars and thirty cents (\$2.30) per hour domestic and two dollars and eighty cents (\$2.80) per hour international, to cover all incidental expenses (excluding lodging and transportation cost) incurred during such assignments; with an increase of five cents \$.05 per hour on January 1st of each year. The per diem allowance will commence sixty (60) minutes before the scheduled departure of the flight actually taken by the employee, or any earlier flight for which he stood by and will end thirty (30) minutes after the actual gate arrival at his home airport. The time of departure and return will be provided by the employee and included on his expense report for such assignments. Such employee will not be entitled to the foregoing hourly per diem during periods of time he has returned to his residence or his station inclusive of travel time during personal time off from training.
- I. For international training where the employee's total reimbursable meal and incidental expenses (as established by Company Policy) exceed his total daily per diem allowance, upon submission of actual receipts, the employee shall be reimbursed up to an amount equivalent to the difference between his total daily per diem allowance and the amount provided for under the M&IE rates published by the State Department ([www.state.gov](http://www.state.gov)).
- J. The Company will provide round trip space positive travel, per Company policy, on Company aircraft to and from the training assignment. Upon the employee's request, the Company will also provide round trip space positive travel, per Company policy, on Company aircraft to and from his residence or his station on his days off while on training assignments away from his station. Such employee

## **ARTICLE 20 - TRAINING**

1 will not be entitled to hotel or other expenses away from his station during periods  
2 of time he has returned to his residence or his station.  
3

4 K. When required to remain overnight to attend training in locations where  
5 transportation between the hotel and the training event is not available or meal  
6 service is not available at the hotel, the Company will authorize a rental car, taxi or  
7 other means of transportation. When a rental car is provided it will be at least a  
8 mid-sized car; for every 1 to 4 employee(s). The employee will be reimbursed for  
9 all reasonable transportation expenses by providing receipts.

10  
11 L. Upon application, an employee will be given an advance by the Company to cover  
12 his expenses while away from his station.  
13

14 M. Within five (5) days after returning to his station, or at the close of each week in  
15 the event an employee is away for a period longer than one (1) week, the employee  
16 shall submit an expense report in accordance with Company regulations, and if the  
17 employee has returned to his station, it shall be accompanied by the balance of  
18 any expense money advanced, but not accounted for on the expense report.  
19

20 N. When new equipment or technology is put into service by the Company,  
21 employees shall be given the opportunity to be trained, by particular classification,  
22 on the new equipment or technology. An employee selected for training under  
23 these procedures may be designated in the order of his Classification seniority,  
24 subject to his availability.  
25

26 O. When a midnight shift employee with a scheduled shift start time between 2000  
27 and 2359 is assigned training outside of his station for one (1) day or more, the  
28 Company will change his scheduled shift to either day shift or afternoon shift with  
29 weekends off until such training is completed.  
30

31 P. Training normally will be scheduled to provide at least seven (7) days of notice to  
32 the employees affected, except in the event of training required to meet  
33 unanticipated conditions such as airworthiness directives, fleet campaign  
34 directives, or vendor instructions. This provision will not require the notice to  
35 employees exercising seniority under Article 11 of this Agreement.  
36

37 Q. To the extent that work requirements permit, training will be accomplished during  
38 the employee's regular working hours.  
39

40 R. Nothing in these procedures is intended to change or alter in any way existing the  
41 procedures applicable to bids, intra-station transfers, selection for field work,  
42 overtime distribution, vacation selection, or holiday work.  
43

44 S. An employee regularly assigned to a shift of ten (10) hours or greater (e.g. 4-day  
45 work week at 10 1/2 hours per day) who are selected for a multiple day training  
46 event and such training consists of the standard eight-and-one-half (8 1/2) hour

## **ARTICLE 20 - TRAINING**

1 per day will be reassigned to the standard five (5) day workweek at eight-and-one-  
2 half (8 1/2) hours per day with Saturday and Sunday as their regular days off. The  
3 employee will return to their regularly scheduled shift and days off beginning the  
4 Monday following the completion of their scheduled training.  
5

- 6 T. Computer based training will be completed on Company computers during working  
7 hours.

## **ARTICLE 21 - ISSUANCE OF SIDA BADGE**

### **A. 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.

### **B. Obtaining a New SIDA Badge**

1. 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.
2. 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 (1.5x) for all normal straight time hours worked until the above requirements are met.
3. 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.
4. 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.

## **ARTICLE 21 - ISSUANCE OF SIDA BADGE**

- 1 5. 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 6. 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 7. 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 8. Other expenses incidental to the transfer will be borne by the employee.

**ARTICLE 21.1 – BACKGROUND CHECK LOA**

**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 (10) 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 ten (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.

## **ARTICLE 22 – HOLIDAYS**

- 1 A. Employees will observe the following holidays each year: New Year's Day, Martin  
2 Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day,  
3 Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.  
4 The actual day on which the holiday falls will be observed as the holiday.  
5
- 6 1. If a holiday falls on an employee's day off, that employee will be paid in  
7 accordance with paragraph C below.  
8
  - 9 2. The Company shall give at least seven (7) days' notice of any reduction in the  
10 required complement on any of the foregoing holidays.  
11
  - 12 3. When a full scheduled crew is not required to work on a holiday, employees will  
13 be offered the holiday off on the basis of classification seniority, by shift, in the  
14 bid area at that location until the reduced complement is achieved. Once the  
15 reduced complement is achieved, if the Company then finds it necessary to  
16 increase the complement, those employees in the bid area who were not  
17 afforded an opportunity to work by reason of such reduction will be asked to  
18 work first in order of classification seniority, shift and department prior to  
19 utilizing the overtime list.  
20
  - 21 4. For pay purposes, the twenty-four (24) hour holiday period shall begin with the  
22 starting time of the employee's regularly assigned shift.  
23
  - 24 5. Employees receiving furlough allowance will not receive holiday pay.  
25
  - 26 6. For employees who regularly work an eight (8) hour schedule, in addition to the  
27 eight (8) hours straight time pay for the holiday, employees who are scheduled  
28 to work on a holiday shall be paid at the rate of one and a half (1.5X) times for  
29 the first eight (8) paid hours worked or the rate of one and three quarter (1.75X)  
30 times for any hours worked during the holiday while on a field trip during their  
31 scheduled shift.  
32
  - 33 7. For employees who regularly work a ten (10) hour schedule, in addition to the  
34 ten (10) hours straight time pay for the holiday, employees who are scheduled  
35 to work on a holiday shall be paid at the rate of one and a half (1.5X) times for  
36 the first ten (10) paid hours worked or the rate of one and three quarter (1.75X)  
37 times for any hours worked during the holiday while on a field trip during their  
38 scheduled shift.  
39
  - 40 8. For employees who regularly work a twelve (12) hour schedule, in addition to  
41 the twelve (12) hours straight time pay for the holiday, employees who are  
42 scheduled to work on a holiday shall be paid at the rate of one and a half (1.5X)  
43 for the first twelve (12) paid hours worked or the rate of one and three quarter  
44 (1.75X) times for any hours worked, if sent on a field trip during their scheduled  
45 shift.  
46

## **ARTICLE 22 – HOLIDAYS**

1 9. Employees who work more than their scheduled hours (overtime or field trip)  
2 on a holiday will be paid at the applicable overtime or field trip rate as described  
3 in Articles 18 or 19, plus straight time pay for the holiday for all additional hours  
4 worked on such holiday.

5  
6 10. Employees working a shift swap on a holiday will be paid the rate of one and a  
7 half (1.5X) times their regular rate of pay while working the holiday swap.

8  
9 11. In order to be paid for holidays that fall during a given month, employees must  
10 be in an active pay status (all hours paid) for eighty (80) hours in such month.  
11 For purposes of this paragraph, time spent on unpaid FMLA, military, and  
12 occupational injury leaves shall count towards the eighty (80) hour requirement.

13  
14 B. An employee who is required to work (scheduled to work) may, at his option and  
15 upon notification to his supervisor, elect to work the holiday and be paid at the rate  
16 of one and a half (1.5X) times for his regularly scheduled shift hours or the rate of  
17 one and three quarter (1.75X) times for any hours worked during the holiday while  
18 on a field trip during their scheduled shift and receive one (1) compensatory day  
19 at his regular straight time rate deposited into their compensatory bank.

20  
21 C. Employees not scheduled to work or scheduled to work but not required to work  
22 on the above-mentioned holidays, will be compensated for the day equal to the  
23 number of regularly scheduled hours at their regular straight time rate, or may at  
24 their option, receive one (1) compensatory day at their regular straight time rate  
25 deposited into their compensatory bank.

26  
27 D. If an employee works overtime or a field trip on a holiday that falls on his regular  
28 scheduled day off, he will be paid at the applicable overtime or field trip rate as  
29 described in Articles 18 or 19, plus straight time pay for the holiday for all hours  
30 worked on such holiday.

31  
32 E. Any employee wishing to use compensatory day(s) must provide the Company  
33 with no less than seven (7) and no more than fourteen (14) days' written notice.  
34 The granting of compensatory day(s) will be made no more than seven (7) days  
35 nor no less than five (5) days before the day requested off. The Company will grant  
36 the compensatory day(s) off requests up to the vacation ratio. When more than  
37 one employee seeks compensatory day(s), Company seniority will govern. Once  
38 granted, senior employees will not be permitted to take compensatory day(s)  
39 already awarded to a junior employee. If an employee gives less than the required  
40 seven (7) days' notice, the Company will make every effort to grant the  
41 compensatory day(s) off requests up to the vacation ratio. If the employee makes  
42 a request, which exceeds the ratio, the Company may, at its sole option, grant the  
43 compensatory day request.

44  
45 F. Compensatory days may be taken in half (1/2) day increments.  
46

## **ARTICLE 22 – HOLIDAYS**

- 1 G. The maximum number of compensatory days that may be accrued will be  
2 seventeen and one half (17 1/2) days. Thereafter, no further accrual will be allowed  
3 and the employee will be paid for such holiday as described in this Article. When  
4 the compensatory day is granted, the employee will be paid the regularly  
5 scheduled hours for that day or half the hours if granted a half-day compensatory  
6 day.  
7
- 8 H. The priority for the granting of compensatory time off will be as follows: Day-at-a-  
9 Time (DAT) vacation then compensatory day off.  
10
- 11 I. Upon separation from the Company for any reason, any unused accrued  
12 compensatory time will be paid at the employee's then current rate of pay. In case  
13 of the death of an employee, the amount due shall be paid to his legal heir or  
14 representative.

## ARTICLE 23 – VACATION

- 1  
2 A. All employees covered by this Agreement who have been with the Company for one (1) year  
3 or more as of January 1, will be entitled to an annual vacation of two (2) weeks minimum with  
4 pay.  
5  
6 B. Employees must be in an active pay status (all hours paid) for eighty (80) hours in a month  
7 to accrue vacation for the month. For purposes of this paragraph, time spent on unpaid  
8 FMLA, Military, and Occupational Injury leaves shall count towards the eighty (80) hour  
9 requirement. Employees receiving Severance Allowance do not accrue vacation.  
10  
11 C. Employees on a Leave of Absence will accrue vacation in accordance with Article 25 Leaves  
12 of Absence matrix.  
13  
14 D. Vacation compensation will be based on the classification the employee occupies during his  
15 vacation period. Employees who have been with the Company less than twelve (12) months  
16 as of January 1, will be entitled to vacation in accordance with the following schedule:  
17

18

<u>Complete Months of</u>		<u>Hours Vacation</u>
<u>Service as of January</u>		
1 Month	8	Hours
2 Months	8	Hours
3 Months	8	Hours
4 Months	16	Hours
5 Months	16	Hours
6 Months	16	Hours
7 Months	24	Hours
8 Months	24	Hours
9 Months	32	Hours
10 Months	32	Hours
11 Months	40	Hours
12 Months	80	Hours

33

- 34 E. Vacation allowances are as follows:  
35  
36

1. 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

37  
38  
39  
40  
41  
42

## **ARTICLE 23 – VACATION**

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

It is understood that vacation accruals shall be due from January 1, after the employee completes required specified years of service period.

- F. Employees will be permitted to select their vacation in a shop, station, or department in which they are employed in accordance with their Company Seniority. The three (3) basic shifts will be recognized for vacation selection purposes; however, where mutually agreed to between the Company and the IAM General Chairman/TWU Local President, vacations may be selected by other than shift in a shop, station or department.
- G. The Company will submit to the Union at each shop/bid area function and location by October 15th the vacation schedule for the succeeding year. Employees may reserve up to one hundred twenty (120) hours of earned vacation to be taken one (1) or more days at a time (DAT). Any changes to the number of DAT days the employee had the previous year must be made by midnight, November 1st. Employees who do not elect to change the number of DAT days will have the same number of DAT days as in the previous year. Employees will have up to December 1st to choose vacation periods, and the Company shall post the vacation assignments as indicated from the employee's preferences by December 20.
- H. The Company will allow a minimum of one (1) employee off for every forty (40) weeks accrued vacation in a job classification by shift. For example: One (1) to forty (40) weeks, one (1) employee will be off; forty-one (41) to eighty (80) weeks, two (2) employees will be off, etc. Vacation will be bid by Classification as follows:

### **MLS**

1. Technical Crew Chief Material Logistics Specialist
2. Crew Chief Material Logistics Specialist - Material Logistics Specialist
3. Senior/AOG and Material Planners

However, Crew Chiefs will bid vacation on a separate list when the total Crew Chiefs vacation accrual on a basic shift within a bid area is twenty (20) weeks or more. When Crew Chiefs are bid on a separate list all Crew Chief vacation periods designated for DAT will be included for purposes of establishing the allowable number of employees off under the one (1) to forty (40) ratio. Where the Company elects to make additional vacation weeks available above the one (1) to forty (40) ratio, such weeks will be posted subject to the needs of service.

- I. The first eighty (80) hours of vacation designated as DAT each year will not be included, for the purpose of establishing the allowable number of employees off, under the one (1) to forty (40) week ratio. It is further agreed that a single list will be utilized for vacation bidding when the total accrued weeks within the above job classifications in any shop, function or location

## **ARTICLE 23 – VACATION**

do not total forty (40) weeks.

- J. The vacation selection ratio finalized on December 1, shall not be revised unless an increased complement of employee vacation weeks exceeds the remaining open vacation weeks for the year.
- K. An employee may split vacation in periods of not less than one week consistent with vacation scheduling. This selection must be made in between normal days off. Once the initial list has been finalized, an employee may be permitted to take five (5) consecutive days of vacation over the period of two (2) different workweeks, provided a written request is submitted thirty (30) days prior to the vacation period and the vacation ratio is maintained in both weeks.
- L. An employee's scheduled days off immediately following his vacation will be the same as his scheduled days off immediately preceding his vacation.
- M. Any employee wishing to use DAT vacation day(s) must provide the Company with no less than seven (7) and no more than fourteen (14) days written notice. The granting of DAT vacation will be made no more than seven (7) days nor no less than five (5) days before the day requested off. The Company will grant the DAT vacation day(s) and compensatory day off requests up to the vacation ratio, as described in this Article. When more than one employee seeks DAT vacation, Company Seniority will govern. Once granted, senior employees will not be permitted to take DAT vacation day(s) already awarded to a junior employee. If an employee gives less than the required seven (7) day notice the Company will make every effort to grant the DAT vacation day(s) off requests up to the vacation ratio. If the employee makes a request, which exceeds the ratio, the Company may, at its sole option, grant the DAT vacation day request. (Also see Article 15, DAT Swap)
  - 1. DAT days may be taken in half (1/2) day increments or (1) hour increments (HAT).
  - 2. Compensatory days may be taken in half (1/2) day increments based on the needs of service as determined by the Company.
  - 3. An employee will not be granted DAT vacation on a holiday, regular day off (RDO), or during a bid vacation period.
  - 4. If a Crew Chief/Senior is granted DAT vacation, the Company may upgrade, subject to the terms of the Agreement, a MLS (or other employees as may be appropriate) to replace the Crew Chief /Senior for the DAT day(s).
  - 5. Any DAT vacation which has not been used by the end of the calendar year will be paid to the employee no later than four (4) weeks from January 1 in the following year.
  - 6. Priority for granting DAT vacation time-off will be as follows: DAT then compensatory day.
- N. Vacation accrued through the last day of work will be paid to any employee leaving the service of the Company because of retirement, reduction in force, resignation, or discharge.
- O. Any employee on active military leave in lieu of pay, may bank accrued vacation for up to a maximum of one (1) year's accrual. Employees who elect to bank vacation under these provisions must take the banked vacation in the year of their return where practicable. Where

## **ARTICLE 23 – VACATION**

not practicable banked vacation must be taken in the year following their return to work. Block vacation not used will be paid to the employee no later than four (4) weeks from January 1 in the following year.

- P. In case of the death of an employee, the amount due shall be paid to his legal heir or representative.
- Q. Regularly scheduled days off or recognized holidays at the beginning or end of a vacation period will not be considered as part of the vacation period, but if recognized holidays fall within an employee's vacation period, the employee will exercise one of the following options and will indicate which option prior to starting the vacation:
1. Receive holiday pay for holiday(s) and extend vacation by applicable number of day(s), or
  2. Receive no holiday pay for holiday(s), extend vacation by applicable number of day(s) and bank applicable number of compensatory day(s), or
  3. Receive vacation pay on holiday(s), do not extend vacation and bank applicable number of compensatory day(s).
  4. Extensions will occur on the first regularly scheduled work day(s) following the vacation period unless local management approves granting the extension on the last regularly scheduled work day(s) before the vacation period.
  5. Extensions of vacation resulting from this provision will not be counted toward the allowable number of employees off, as described in this Article.
- R. Requests for vacation leave will be granted, so far as possible, on the basis of Company Seniority at the shop, location, station, or department. However, senior employees will not be permitted to take vacation leave already awarded to a junior employee.
- S. Employees shall be given vacation pay prior to taking vacation if requested, provided the employee makes application in writing to his immediate supervisor at least two (2) weeks prior to starting vacation.
- T. The Company will make every effort, consistent with the needs of the service, to allow employees required to move to a different shop, station, or department as a result of a reduction in force, to take the vacation period they had in their previous bid area.
- U. The Company will permit employees moving to a different shift within their bid area to take their previously bid vacation period to their new shift.
- V. Bid vacation periods may not be cancelled unless another vacation period can be simultaneously awarded. Employees who continue to be out on Medical and/or OJI Leaves who have accrued unused vacation will be paid out, no later than four (4) weeks from January 1 in the following year. Upon request, an employee on Medical Leave (who is not receiving a disability payment) who has exhausted his sick leave and has accrued unused vacation may obtain a payout within thirty (30) days from date of request.

## **ARTICLE 23 – VACATION**

- 1  
2 W. Any employee on vacation will not have his job bid and will remain status quo on the overtime  
3 list.  
4
- 5 X. Vacation week vacancies that become available, after the normal bidding cycle is complete, as  
6 a result of bid awards, exercise of seniority, leave of absence, or selection change shall be  
7 posted within the shop, station, or department on the Wednesday immediately following such  
8 change for a period of seven (7) days. An employee entering a shop, station, or department,  
9 who has not yet moved, may bid and be awarded available vacation week vacancies provided  
10 the available vacation week(s) begins on or after the report date of the new assignment. At the  
11 close of such period the bid will be awarded to the successful senior bidder. It is further  
12 understood that should the vacation ratio be exceeded for any reason, the vacation period will  
13 not be posted or considered open.  
14
- 15 Y. The last week in a year shall be treated as follows for vacation scheduling. If the week (Sunday  
16 through Saturday) has a majority of days within the current year, the entire week will be added  
17 to the current year for vacation selection. If the week has a majority of dates during the following  
18 year, the entire week will be available for vacation selection during the following year.  
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## **ARTICLE 24 – SICK LEAVE**

- 1 A. Employees with more than one (1) month service with the Company will accrue eight  
2 (8) hours of sick leave credit for each month (excluding the months of June and  
3 October) of service up to a maximum of sixteen hundred (1600) hours credit.  
4 Employees must be in an active pay status (All hours paid) for eighty (80) hours in a  
5 month to accrue sick leave for the month. For purposes of this paragraph, time spent  
6 on Military, Occupational Injury leaves, or unpaid FMLA leaves shall count towards  
7 the eighty (80) hour requirement. Employees receiving Severance Allowance do not  
8 accrue sick leave.  
9
- 10 B. Employees shall be paid at 100% beginning with and including the first (1st) day of  
11 any illness provided they have sick leave remaining in the bank.  
12
- 13 C. During an illness, the number of hours paid will be charged against the accumulated  
14 hours and eight (8) hours credit for each succeeding month (excluding the months of  
15 June and October), of service shall again be credited to the employee until the total  
16 credit again reaches sixteen hundred (1600) hours. Sick leave usage within a pay  
17 period will be reflected on the employee's pay stub.  
18
- 19 D. The Company will provide a sick leave balance on employee pay stubs. The seniority  
20 roster will also show accumulated sick leave credits.  
21
- 22 E. Employees who have more than, sixteen hundred (1600) hours in their sick bank as  
23 of DOR, will be grandfathered and will not accrue sick leave until such time their sick  
24 leave bank drops below sixteen hundred (1600) hours.  
25
- 26 F. An employee unable to report for duty will, unless prevented by reasons beyond his  
27 control, notify his immediate supervisor or other central point set up for reporting  
28 purposes by the Company as far in advance of the scheduled starting time of his shift  
29 as possible.  
30
- 31 G. The employees and the Union recognize their obligation of being truthful and honest  
32 in preventing unnecessary absences or other abuses of sick leave privileges.  
33 Employees may be required to present confirmation of illness and the Company  
34 reserves the right to require, when in doubt of a bona fide claim a physician's certificate  
35 to confirm such sick claim. Employees who abuse sick leave privileges may be subject  
36 to disciplinary action by the Company.  
37
- 38 H. Except as specified in K (2) of this Article, only hours absent due to illness or injury of  
39 the employee which are not compensable under the applicable Worker's  
40 Compensation Laws will be paid for from his allowed sick leave. Payment will be based  
41 on the employee's regular hourly rate.  
42
- 43 I. The intended purpose of the sick leave benefit is to protect the earnings of the  
44 employee during necessary absence from work due to illness or injury, and to aid the  
45 employee in meeting bills when sickness or injury have temporarily taken away his  
46 ability to work.

## **ARTICLE 24 – SICK LEAVE**

- 1 J. Employees are not eligible for sick pay on a designated holiday. Holiday as used in  
2 this Article is defined as the twenty-four (24) hour period beginning with the  
3 employees' regular scheduled shift.  
4
- 5 K. During an employee's absence due to an occupational illness or injury compensable  
6 under the applicable Workers' Compensation Law, he will receive from the Company  
7 the following benefits:  
8
- 9 1. For the first twenty (20) workdays absent, the difference between his regular hourly  
10 rate of pay and Workers' Compensation payments, if any.  
11
- 12 2. At the conclusion of the period referred to in (1) above, an employee drawing  
13 Workers' Compensation may, at his option, draw upon his accrued sick leave up  
14 to the extent of his accrual at the rate of up to one-half regular pay. Provided,  
15 however, the sum of such Workers' Compensation weekly payments plus such  
16 sick pay benefits will not exceed the employee's regular base weekly pay.  
17 Corresponding deductions will be made from his available sick leave accrual.  
18 Deductions will be to the nearest 0.1 of an hour up to a maximum of one-half day  
19 of sick leave.  
20
- 21 3. These benefits will be in lieu of any other payment provided for in this Article for all  
22 absences due to the same illness or injury.  
23
- 24 L. Upon separation from the Company, an employee will be paid ten-dollars and eighty  
25 cents (\$10.80) for each hour of accrued sick leave in his sick bank.  
26
- 27 M. To the fullest extent permitted by law, this Agreement shall operate to waive the  
28 provisions of any sick leave laws that are inconsistent with the terms of this  
29 Agreement, and shall supersede and be considered to have fulfilled all requirements  
30 of such laws. To the extent applicable law is inconsistent with the terms of this  
31 Agreement, and such law is not waivable, an employee shall be entitled to the more  
32 generous sick leave protections provided by applicable law or this Agreement.

## **ARTICLE 25 - LEAVES OF ABSENCE**

1 A. All requests for leaves of absence, or extensions, shall be submitted to the Company,  
2 in writing on the proper form. The Company will provide a monthly report to the Local  
3 Committee/TWU Local President listing the employees covered by this Agreement  
4 who are on a leave of absence  
5

### 6 B. Personal Leave of Absence 7

8 When the requirements of the operation will permit, an employee may be granted an  
9 unpaid Personal Leave of Absence, referred to as "PLOA," for any period of up to one  
10 (1) year. A request for PLOA must be submitted to the Company in writing in  
11 accordance with paragraph (A) above. The request will state the reason for the leave  
12 and the duration of the leave. An approved PLOA will be granted in writing and will  
13 specify the expiration date of the leave. When a PLOA is granted, the employee will  
14 retain and continue to accrue seniority during the entire period of the leave.  
15

16 1. If the initial leave is requested for less than one (1) year and the requirements of  
17 the operation will permit, a PLOA may be extended for additional periods such that  
18 the total leave does not exceed one (1) year. A request for an extension of a PLOA  
19 must be submitted and approved prior to the expiration date of the current leave.  
20

21 2. An employee on a PLOA may submit a request to terminate his leave prior to the  
22 expiration date of the leave. The request must be in writing and the Company's  
23 response to the request will be in writing.  
24

25 3. Based on the requirements of the operation, the Company may cancel any PLOA  
26 at any time prior to the expiration date of the leave. In the event the Company  
27 elects to cancel a PLOA, the affected employee will be notified in writing not less  
28 than fourteen (14) days prior to the effective date of the cancellation.  
29

### 30 C. Adoption/Maternity/Paternity Leave 31

32 Upon request and when accompanied by the required documentation substantiating  
33 the need for such leave, an employee will be granted an unpaid  
34 adoption/maternal/paternity leave of absence of up to eight (8) weeks, and for any  
35 additional period that may be required by applicable law. For maternity leave, the  
36 employee must exhaust all sick time before going unpaid.  
37

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

## **ARTICLE 25 - LEAVES OF ABSENCE**

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

### **D. Family Medical Leave Act**

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

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

### **E. Union Leave**

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

1. For any other employee(s), who are required for bona fide Union business, leaves of absence of thirty (30) days or more will be granted if a written request is submitted to the employee's supervisor at least thirty (30) days (or less if mutually agreed to) in advance to accommodate the request. This advance notice requirement will also apply to any request for an employee to attend a Union Convention. When the employee is on Union business there will be no interruption to the employee's pay and benefits, but the Company will bill the Union as applicable, for the employee's salary plus an eight percent (8%) override for tax and benefit related expenses. Failure of the responsible party to pay the billing will result in the termination of the union leave for the affected employee.

## **ARTICLE 25 - LEAVES OF ABSENCE**

2. For any other employee(s), who are required for bona fide Union business, of less than thirty (30) days will be granted reasonable time off if a written request is submitted to the employee's supervisor in advance to accommodate the request. When the employee is on Union business there will be no interruption to the employee's pay and benefits, but the Company will bill the Union as applicable, for the employee's salary plus an eight percent (8%) override for tax and benefit related expenses. Failure of the responsible party to pay the billing will result in the termination of the Union leave for the affected employee.

### **F. Medical Leave of Absence**

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

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

## **ARTICLE 25 - LEAVES OF ABSENCE**

1 G. Employees on sick leave, personal leave, authorized Union business leave, medical  
2 leave of absence, or occupational injury leave for more than ninety (90) work days will  
3 return to work in accordance with the provisions of this Article.  
4

- 5 1. An employee returning from an authorized leave of absence, or extension thereof,  
6 will be returned to the Bid Work Area and Shift held when the leave was granted.  
7 If the job no longer exists, or has been filled by a more senior employee, he shall  
8 exercise his seniority within his bid area by bumping the junior employee in the bid  
9 area. In the event that a returning employee causes another employee to be  
10 bumped, the junior employee on the overage shift will be required to bump the  
11 junior employee in the bid area.  
12

### 13 H. Military Leave 14

15 Employees will receive a maximum of eighty (80) hours free from duty each calendar  
16 year for annual reserve or guard duty. Such leave will not count against the  
17 employee's vacation. The Company will pay the employee the difference between his  
18 regular pay and the amount received from the military. Employees will be required to  
19 provide the Company with a copy of their military orders and will be required to submit  
20 to the Company proof of the amount of pay received from the military within fourteen  
21 (14) days after the employee returns. This amount (excluding expenses) will be  
22 deducted from the employee's next paycheck. While an employee is active in the  
23 reserve or guard, he will have his days off adjusted, if requested seven (7) days in  
24 advance, to attend weekend drill duty.  
25

### 26 I. Political Leave 27

28 Any employee elected or appointed to a full-time governmental office (i.e., Federal,  
29 State, Local) will be granted a political leave of absence not to exceed the term of  
30 office, or subsequent reelection or reappointment. The application for a political leave  
31 must be made in writing to the Company, with a copy to the Union. An employee  
32 granted a political leave will retain and accrue classification seniority for the period of  
33 the leave, however, no other Company benefits or privileges will be granted or  
34 accrued, nor will time on political leave constitute continuous service for pension plan  
35 benefits. Employees granted a political leave must give thirty (30) days notice of intent  
36 to return.  
37

### 38 J. Jury Duty 39

40 An employee who is called for jury service will be excused from work for the days on  
41 which he is required to serve and will receive for each day of jury service on which he  
42 would have been regularly scheduled to work, the difference between his regular  
43 hourly earnings and the actual payment received for jury service. Employees must  
44 present proof of jury service and the amount of pay received therefore, if any. When  
45 an employee is required to call in or called for such service, he will be transferred to  
46 the day shift with Saturday and Sunday as his regular days off. With the completion of

## **ARTICLE 25 - LEAVES OF ABSENCE**

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 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.

## **ARTICLE 25 - LEAVES OF ABSENCE**

- 1 N. An employee on any leave of absence will physically report to his station on his first  
2 scheduled workday following the expiration of the leave. It is the responsibility of the  
3 employee to contact the Company prior to the expiration of his leave of absence to  
4 ensure that he knows his schedule and assignment. Failure to report or to secure a  
5 renewal of a leave of absence will terminate the leave of absence and his employment.  
6 It is the responsibility of the Company to inform the employee of the expiration date of  
7 any approved leave of absence. The Company will also inform the employee of the  
8 procedures regarding any benefits while on his leave.  
9
- 10 O. Any written communication between the Company and an employee on a leave of  
11 absence will be via certified or registered United States mail, return receipt requested,  
12 or by United Parcel Service or equivalent, confirmation of delivery requested.  
13
- 14 1. Any change in address must be filed promptly in accordance with Company Policy.  
15
- 16 2. The rights of an employee on a leave of absence under the provisions of this  
17 Article, in regard to the maximum duration of a leave, Company seniority accrual,  
18 classification seniority accrual, pay seniority accrual, vacation accrual, sick leave  
19 accrual, credited service for pension, and reinstatement rights are listed in the  
20 chart that follows.  
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## ARTICLE 25 - LEAVES OF ABSENCE

	<b>Unpaid - FMLA</b>	<b>Medical Leave</b>	<b>Personal Leave</b>	<b>Unpaid Adoption - Baby bonding</b>	<b>Military Leave</b>	<b>Union Leave</b>	<b>Political Leave</b>	<b>Occupational IOD Leave</b>	<b>Furlough Leave</b>
<b>Duration of Leave</b>	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
<b>Class Seniority accrual</b>	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
<b>Pay Seniority accrual</b>	Duration of Leave	Duration of Leave	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
<b>Company Seniority accrual</b>	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
<b>Sick accrual</b>	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
<b>Vacation accrual</b>	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
<b>Medical /Dental Insurance</b>	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
<b>Life Insurance</b>	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
<b>Travel Privileges</b>	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**

- 1 A. Employees who are injured in the service of the Company or have restrictions as a  
2 result of an off the job illness or injury, after the effective date of this agreement, will  
3 be allowed to work in accordance with the following, at their station, based on their  
4 classification seniority:  
5  
6 1. The Company will provide indefinite limited duty to employees providing that their  
7 restrictions are such that they can perform substantially all the essential elements  
8 of their job.  
9  
10 2. Employees who are able to perform reasonable productive work within their  
11 classification, but not substantially all the essential elements of their normal work  
12 classification will be provided limited duty for up to ninety (90) work days for an  
13 injury on the job or sixty (60) work days for an off the job illness or injury to the  
14 extent that there is meaningful work available.  
15  
16 3. Where the employee's medical restrictions are such that the employee is unable  
17 to perform reasonable work within their classification, and where the Company  
18 determines that productive work (for which the employee is qualified) exists, then  
19 such work may be assigned for periods not to exceed sixty (60) work days during  
20 the recuperative process.  
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**ARTICLE 26.1 – LIMITED DUTY LOA**

December 5, 2017

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America

**Limited Duty**

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

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

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

If you have any questions, please let me know.

Sincerely,

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

Agreed to:

\_\_\_\_\_  
Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

\_\_\_\_\_  
Mike Mayes  
Air Division Director  
Transport Workers Union

## **ARTICLE 27 - FITNESS FOR DUTY**

- 1 A. Employees may be required to submit to a Company paid Medical examination at the  
2 time of employment and any time two or more members of management concur there  
3 is a serious question as to an employee's physical or mental condition that may impair  
4 the performance of his duties or pose a safety hazard to himself, other employees, or  
5 customers. The employee will be notified in writing which will include an explanation  
6 of the reason(s) for the evaluation. The employee shall be furnished a copy of the  
7 Company's Medical Examiner's report in writing.  
8
- 9 B. Any information obtained by or as a result of a Company's medical examination shall  
10 be strictly confidential between the Company, its insurance carriers, the Company's  
11 doctor, and the employee, and shall not be divulged to any other person without the  
12 written permission of the employee unless required by subpoena, court order or other  
13 legal process. This information will be limited to the reason for the medical  
14 examination as described in paragraph A.  
15
- 16 C. During the time the employee is absent from work under the provisions of this Article,  
17 he will be compensated at his regular rate of pay, for his regularly scheduled shifts,  
18 exclusive of shift trades, inclusive of seniority and benefits.  
19
- 20 D. Should the employee be deemed fit for duty the Company will return him to work  
21 immediately, and restore him to his former position consistent with his seniority.  
22
- 23 E. If the Company's Medical Examiner determines that the employee is able to return to  
24 work with restrictions, the Company will then engage in a conversation with the  
25 employee, to determine whether it is reasonable to return the employee to work with  
26 restrictions. Upon request of the employee, a Union Representative may participate  
27 in the conversation.  
28
- 29 1. If the Company determines it is not reasonable to return the employee to work with  
30 restrictions, the employee may appeal the findings of the Company's Medical  
31 Examiner under the provisions of paragraph G of this Article, in writing, within  
32 seven (7) days of the Company's notification to the employee.  
33
- 34 F. When an employee fails to pass the Company's medical examination, the employee  
35 may appeal such actions under the provisions of paragraph G of this Article, in writing,  
36 within seven (7) days of receipt of the Company's Medical Examiner's report.  
37
- 38 G. When an employee appeals under this Article, he shall have a review of his case as  
39 follows:

## **ARTICLE 27 - FITNESS FOR DUTY**

- 1       1. The employee may employ a Medical Examiner, of his own choosing and expense,  
2       for the purpose of conducting a physical/mental examination covering the  
3       problem(s) and/or conditions covered by the Medical Examiner employed by the  
4       Company which found the employee unfit for duty. The employee must take all  
5       necessary steps to schedule this exam in an expeditious manner.  
6
- 7       2. A copy of the findings of the Medical Examiner chosen by the employee shall be  
8       furnished to the Company and in the event that such findings verify the findings of  
9       the Medical Examiner employed by the Company, no further review of the case  
10      shall be afforded. If the employee's Medical Examiner determines that the  
11      employee is able to return to work with restrictions, and the Company's Medical  
12      Examiner subsequently agrees, the Company will then engage in a conversation  
13      with the employee to determine whether it is reasonable to return the employee to  
14      work with restrictions. Upon request of the employee, a union representative may  
15      participate in the conversation. If the Company's Medical Examiner does not agree  
16      with the employee's Medical Examiner that the employee can return with  
17      restrictions, then the employee may seek review by a neutral Medical Examiner in  
18      accordance with Paragraphs G (3) and G (4) below.  
19
- 20      3. In the event that the findings of the Medical Examiner chosen by the employee  
21      disagree with the findings of the Medical Examiner employed by the Company, the  
22      Company will, at the written request of the employee, ask that the two (2) Medical  
23      Examiners agree upon and appoint a third neutral Medical Examiner, preferably a  
24      specialist, for the purpose of making a further medical examination of the employee  
25      to determine his fitness for duty. The employee must submit the written request  
26      within seven (7) days of receipt of the findings of his Medical Examiner.  
27
- 28      4. The neutral Medical Examiner shall then make a further examination of the  
29      employee in question, and the case shall be settled on the basis of such findings.  
30      If the neutral Medical Examiner determines that the employee is able to work with  
31      restrictions, the Company will then engage in a conversation with the employee to  
32      determine whether it is reasonable to return the employee to work with restrictions.  
33      Upon request of the employee, a Union representative may participate in the  
34      conversation. Copies of such Medical Examiner's report shall be furnished to the  
35      Company and to the employee.  
36
- 37      5. The expense of the third Medical Examiner will be borne by the Company including  
38      all expenses related to travel such as airfare and hotel. If the employee fails to  
39      show for the scheduled appointment and has no justifiable reason, he will be  
40      responsible for any no show fee. This paragraph also applies to employees  
41      required to submit to an initial Company medical examination outside of their  
42      domicile.  
43  
44  
45

## **ARTICLE 27 - FITNESS FOR DUTY**

- 1       6. 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**

- 1 A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all  
2 facilities and to maintain at all times a registered first aid station to take care of its  
3 employees in case of accident or illness.  
4

5 The Company agrees to furnish good drinking water and sanitary fountains will be  
6 provided. The washrooms will be kept in good repair and in a clean, dry and sanitary  
7 condition. The Union and employees recognize their duty and responsibility to assist  
8 in maintaining safe, healthful and sanitary conditions. Shops and washrooms will be  
9 properly lighted, ventilated and heated. Individual lockers will be provided for all  
10 employees where adequate space and facilities are reasonably available.  
11

- 12 B. In order to eliminate, as much as possible, accidents and illness, a Joint Safety  
13 Committee composed of an equal number of Union representatives, not more than  
14 five (5), and Company representatives, not more than five (5), will be established at  
15 each location in the system where employees are stationed. It will be the duty of the  
16 Joint Safety Committee to:  
17

- 18 1. Receive and review Company accident, injury and job related illness reports  
19 pertinent to the Safety Committee investigation, and make recommendations to  
20 prevent recurrence. (Safety Committee members will receive copies of available  
21 monthly summaries of employee accidents and injuries and have access, upon  
22 request, to specific Company reports resulting from employee on the job accidents  
23 or injuries);  
24
- 25 2. Receive and investigate complaints regarding unsafe and unsanitary working  
26 conditions and make recommendations to resolve the hazards and complaints.  
27 The Employee/Union Representative should first notify and discuss any safety  
28 complaint with his immediate supervisor/manager. Management will address the  
29 safety concern in a reasonable time frame and will advise the Employee or Union  
30 Representative of the action taken. If the action taken is not satisfactory to the  
31 Employee or Union Representative, it will be forwarded to the Joint Safety  
32 Committee (JSC) for further review with information from the company reporting  
33 system.  
34
- 35 3. See that all applicable sanitary and safety regulations are complied with.  
36
- 37 4. Make recommendations for the maintenance of appropriate sanitary and safety  
38 standards.  
39
- 40 5. In the event that the Joint Safety Committee is unable, within sixty (60) days, to  
41 resolve an issue which has been brought to its attention, either the Company or  
42 the Union may submit the issue to the System Joint Safety Committee which will  
43 constitute a board to review the issue. In cities where an APC (Accident Prevention  
44 Council) exists, TWU Local President/IAM General Chair will appoint a  
45 representative(s) to participate on the APC. Prior to sending an issue to the System

## **ARTICLE 28 - SAFETY AND HEALTH**

1 Joint Safety Committee, all safety issues will be first submitted to the APC for  
2 resolution.

- 3  
4 6. The System Joint Safety Committee will consist of two (2) full time Association  
5 Ground Safety Directors paid by the Company, and an equal number of  
6 representatives of the Company's Safety office. If the issue is not resolved by the  
7 System Joint Safety Committee, either representative may submit the issue on  
8 appeal to the System Board of Adjustment in accordance with the provisions of  
9 Article 33(B) of the Agreement.

10  
11 The Company, Union and employees will cooperate towards a prevention of work  
12 related accidents and the furtherance of an aggressive safety program.

13  
14 The Joint Safety Committee shall meet at least once a month to resolve safety issues  
15 and review corrective action taken for all lost time accidents, which may have  
16 occurred. Reasonable time off, without loss of pay, will be allowed for Union members  
17 of the Local Joint Safety Committee to investigate and handle safety complaints  
18 related to their locations.

19  
20 Union members of the Joint Safety Committee will function in an advisory capacity  
21 and will be informed of all lost time accidents. The Joint Safety Committee will be given  
22 advance notification of testing and will be provided with the results of environmental  
23 air, noise and contaminants testing. The Company will post such results in the  
24 appropriate location in non-technical terms. The Company shall continue to post  
25 OSHA Form 200 for review by the Union at each of its locations.

26  
27 The Joint Safety Committee may monitor the Company's application and compliance  
28 with state, municipal and federal safety and sanitary regulations. The Joint Safety  
29 Committee may also make recommendations for the maintenance of appropriate  
30 safety and sanitary standards.

31  
32 Both the Union and the Company shall encourage employees to utilize the Joint Safety  
33 Committee for all unresolved safety related matters.

34  
35 Both the Union and the Company shall cooperate in seeking resolutions to help reduce  
36 the accident frequency and severity rates.

- 37  
38 C. No employee will be required to work under unsafe or unsanitary conditions. Proper  
39 and modern safety devices shall be provided for all employees working on hazardous  
40 or unsanitary work, such devices to be furnished by the Company. Employees will not  
41 be required to use unsafe tools or equipment. However, employees will be expected  
42 to report unsafe tools or equipment to a supervisor before refusing to use such  
43 defective tools or equipment. The Company will furnish protective apparel, equipment  
44 and devices to all employees required to work with acids or chemicals that are  
45 injurious to clothing or employees.

## **ARTICLE 28 - SAFETY AND HEALTH**

- 1 D. Employees injured while at work shall be given medical attention at the earliest  
2 possible moment, and employees shall be permitted to return to work without signing  
3 any release of liability pending the disposition of settlement of any claims for damage  
4 or compensation. Such injured employees who are able to work will be allowed to  
5 obtain medical attention without loss of time. It is the responsibility of the injured  
6 employee to report an injury to his immediate supervisor or if unavailable, another  
7 member of management, during the work period in which the injury occurred, if or as  
8 soon as physically possible.  
9
- 10 E. The Company will provide Personal Protective Equipment (PPE) to employees who  
11 work in areas where PPE is required by the Company or Government  
12 Statutes/Regulations. Employees will be required to use or wear the devices in  
13 performing that work.  
14
- 15 The Company will provide employees with prescription and/or non-prescription safety  
16 glasses for use at work, Employees provided prescription glasses must provide their  
17 own prescription. One (1) pair of prescription glasses will be provided each two (2)  
18 year period unless damaged in the performance of their duties or due to a prescription  
19 change. The Company will involve the System Joint Safety Committee in the selection  
20 of vendor and/or products to be utilized by the employees.  
21
- 22 F. Employees covered by this Agreement shall not be required to work on aircraft or  
23 ground equipment outside of hangars during inclement weather when hangar space  
24 is available to the Company. This clause shall not apply to work on aircraft or ground  
25 equipment for immediate service or on such equipment (e.g., jet-way) that cannot be  
26 easily brought to a hangar. Suitable rain suits or protective outer garments shall be  
27 kept available at all shops or points by the Company.  
28
- 29 G. In the event of a work place accident that results in loss of life, or limb, the Association  
30 Ground Safety Directors shall be notified by the Company of the incident as soon as  
31 possible by e-mail, text message and/or phone call. Upon notification the Association  
32 Ground Safety Directors, shall be deployed to the accident scene on a space positive  
33 basis and be permitted to conduct an investigation, in conjunction with the Company,  
34 of the accident on behalf of the injured member.  
35
- 36 H. A Union representative of the Joint Safety Committee at the effected location will be  
37 informed of any OSHA enforcement activity and will participate in any OSHA  
38 workplace inspection, conferences or hearings without loss of time possible.

## **ARTICLE 29 – BENEFITS**

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

### **A. LIFE INSURANCE – Active Employees**

4  
5  
6  
7 The Company will provide the following life insurance coverage for TWU/IAM Association  
8 represented active employees:

- 9  
10 1. For an employee whose base monthly salary is \$1,500 or more, his basic life  
11 insurance coverage will be \$70,000 and the premiums will be paid by the  
12 Company.
- 13  
14 2. The Company will offer additional, employee paid voluntary life insurance  
15 coverage, per Company policy, for which the coverage and the rates will be no  
16 less than any other represented workgroups.

### **B. HEALTHCARE COVERAGE - Employees**

17  
18  
19  
20 The Company will provide the following healthcare coverage for eligible TWU/IAM  
21 Association represented employees under the American Airlines, Inc. Health & Welfare  
22 Plan for Active Employees (“Medical Plan”) (with medical coverage being referred to  
23 herein as “Employee Medical Coverage”):

- 24  
25 1. The Company will offer the following two (2) medical coverage options in the  
26 Medical Plan (i) the Standard option; and, (ii) the Core option which is a Health  
27 Savings Account-compatible medical plan option. The Company reserves the right  
28 to amend the Medical Plan at the Company’s sole discretion, with the exception  
29 of:  
30
  - 31 a. The Standard option plan design features in the Chart of Medical Plan  
32 Coverage Option Design Features in Paragraph B (11).
  - 33  
34 b. The employee contribution methodology for the Standard and Core options  
35 described in Paragraphs B (4) and B (6);
- 36  
37 2. If the Company offers the High Cost Coverage (“HCC”) option in the Medical Plan  
38 in any plan year, employees eligible to enroll in the Standard or Core options will  
39 be eligible to enroll in the High Cost Coverage option with the same plan design  
40 and cost share as offered to other represented workgroups. If HCC is offered, part-  
41 time employees will be offered the same option as full time employees and at the  
42 same contribution rates. If a more favorable cost share and/or plan design, in the  
43 aggregate, for the HCC if offered, is provided to another represented workgroup,  
44 such cost share and/or plan design elements shall be provided to the Association  
45 represented employees. The Company reserves the right to amend or terminate  
46 the High Cost Coverage option, at its sole discretion.

## **ARTICLE 29 – BENEFITS**

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

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

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

## **ARTICLE 29 – BENEFITS**

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
<b>Current Plan Design Features</b>		
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)	
<b>2020 Monthly Contributions</b>		
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

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

## **ARTICLE 29 – BENEFITS**

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

3  
4       The following provisions apply to the Standard option:

- 5  
6       a. Deductibles do not apply toward Out of Pocket maximum;  
7  
8       b. Medical coinsurance applies towards Out of Pocket maximums;  
9  
10      c. Pharmacy coinsurances do not apply towards deductibles, but do apply  
11         towards Out of Pocket maximums;  
12  
13      d. Co-pays do not apply to the deductible.

14  
15   12.If a more favorable cost share and/or plan design, in the aggregate, for the  
16       Standard or Core options, is provided to another represented workgroup, such cost  
17       share and/or plan design elements shall be provided to the Association  
18       represented employees.

19  
20   13.The Company has the right to amend any provision in the Medical Plans for the  
21       purpose of complying with applicable laws and regulations.

22  
23   14.Employees will be required to timely pay for all benefits, including Flexible  
24       Spending Account contributions, in order to maintain coverage, including while on  
25       a Leave of Absence, through payroll deduction, the direct bill process or other  
26       collection process as applicable.

27  
28   15.Notwithstanding the foregoing Paragraphs B (1-14), the Company will provide the  
29       following healthcare coverage for certain Legacy US Airways employees under the  
30       American Airlines, Inc. Health Benefit Plan for Certain Legacy Employees (the  
31       “Legacy US Airways Medical Plan”):

- 32  
33      a. Legacy US Airways employees enrolled in the Legacy US Airways Medical  
34         Plan immediately prior to DOR will continue to be eligible to participate in the  
35         Legacy US Airways Medical Plan, subject to the following:  
36  
37          i. The PPO80/60 option will be a coverage option under the Legacy US  
38             Airways Medical Plan.  
39  
40          ii. The PPO90/70 option will be a coverage option under the Legacy US  
41             Airways Medical Plan until it sunsets on December 31<sup>st</sup> of the year in which  
42             the Agreement becomes amendable. Provided, however, that if the  
43             amendable date falls within or after the annual enrollment period occurring  
44             in the Amendable Year, participants in the PPO90/70 option will have the  
45             option to remain in the PPO90/70 option until December 31<sup>st</sup> of the year

## **ARTICLE 29 – BENEFITS**

1 following the Amendable Year, after which time the PPO 90/70 option will  
2 not be offered.

3  
4 iii. The Legacy US Airways Medical Plan PPO100/80 option will sunset on  
5 December 31, 2020. If participants in the PPO100/80 option do not elect a  
6 new coverage option during the open enrollment in the year the PPO100/80  
7 sunsets, such participants will be defaulted into PPO80/60option coverage  
8 for the following year.

9  
10 b. The Legacy US Airways Medical Plan will not be open to new participants,  
11 including new hires and transfers who are not already enrolled in the Legacy  
12 US Airways Medical Plan, on and after DOR; provided, however, that the  
13 following will have a one-time opportunity to enroll in the Legacy US Airways  
14 Medical Plan during the 2020 annual enrollment:

15  
16 i. Eligible Legacy US Airways employees who, as of DOR, who are not,  
17 enrolled in the Legacy US Airways Medical Plan.

18  
19 ii. Eligible employees in the following accreted groups as of DOR: Central  
20 Load Planners, Tower/Operations/Control Center Coordinators, Quality  
21 Assurance Auditors, Aircraft Maintenance Planners, Technical  
22 Documentation Specialists, Bill of Work/EO/AD Planners, Material  
23 Planners, and AOG-MCU Planners, Maintenance Training Specialists.

24  
25 c. If a participant in the Legacy US Airways Medical Plan ceases to participate in  
26 any option of the Plan for any reason, the participant will not be able to re-enroll  
27 in the Legacy US Airways Medical Plan.

28  
29 d. Employee contribution methodology and plan design features for the Legacy  
30 US Airways Medical Plan including prescription drugs will be those in the 2014  
31 Collective Bargaining Agreements between US Airways and the IAM, covering  
32 Mechanic and Related, MTS, and Fleet Service.

33  
34 e. Existing benefits under the Legacy US Airways Medical Plan will not be  
35 decreased during the term of this Agreement.

36  
37 f. Employee contribution rates will be the same for part-time employees and full  
38 time employees.

39  
40 g. The Company shall have discretion to offer participants incentives to exit the  
41 Legacy US Airways Medical Plan.

## **ARTICLE 29 – BENEFITS**

- 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%

## **ARTICLE 29 – BENEFITS**

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.

### **7D. 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.

### **16E. DISABILITY COVERAGE**

Long Term and Short Term Disability options are described in Parties Long Term Disability (LTD)/Short Term Disability (STD) Plan Letter of Agreement.

### **21F. MEDICAL COVERAGE – Retirees**

The following is effective for all TWU/IAM Association represented employees retiring on or after DOR:

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,

## **ARTICLE 29 – BENEFITS**

1 at the retiree's expense, a guaranteed issue Medicare supplement plan through a  
2 third party administrator, to the extent available.

### **G. SICK LEAVE CONVERSION TO HEALTH RETIREMENT ACCOUNT**

5  
6 The Company shall establish a Health Reimbursement Account ("HRA") for eligible  
7 TWU/IAM Association represented retirees who:

- 8  
9 1. Meet the retirement criteria of the 65-point plan or equivalent policy and retire from  
10 the Company;

11  
12 and

- 13  
14 2. Gives the Company at least four (4) months' advance notice of the employee's  
15 intent to retire.

16  
17 For each such eligible retiree, the Company will credit to a notional HRA account the  
18 value of the eligible retiree's accumulated unused sick leave hours at the time of  
19 retirement multiplied by the 50% of the hourly rate of the retiree at the time of retirement.  
20 The HRA account credits may be used for qualified retiree medical expenses for any  
21 qualified retiree medical plan. The HRA account credits may only be used to reimburse  
22 the retiree for unreimbursed, substantiated, qualified medical expenses of the retiree  
23 and/or eligible dependents up to the retiree's HRA account credit balance.

24  
25 The HRA must comply with all applicable laws and regulations. The Company will be  
26 responsible for drafting and maintaining the HRA plan documents(s), and will have  
27 discretion over all plan-related items not addressed in the Agreement. The Company  
28 shall have the right to amend any provision of the HRA plan that is required by applicable  
29 law, or is necessary to maintain the tax qualified status of the plan.

### **H. LIFE INSURANCE - Retirees**

30  
31  
32  
33 The Company is not required to maintain, fund, or provide for retiree life insurance  
34 benefits.

### **I. NON-INCORPORATION**

35  
36  
37  
38 Notwithstanding the terms described above, the Company's employee benefits plans are  
39 not incorporated in this Agreement.

### **J. TOOL BOX INSURANCE**

40  
41  
42  
43 The Company will provide and pay for insurance coverage against the loss by fire or theft  
44 of complete tool box and contents owned by mechanic employees while such is on  
45 Company premises for use in connection with work and while in transit to or while being  
46 used in connection with a field service assignment. Employees covered under this

## **ARTICLE 29 – BENEFITS**

1 provision must provide a complete tool inventory and valuation. It shall be the employee's  
2 responsibility to provide tool inventory updates on any additions or deletions in order to  
3 maintain a current summary at all times.

4  
5 This insurance coverage shall be provided with a maximum coverage of:

6  
7 \$5,000-----Rollaway, Tool Box, Tote Tray and Contents

8 \$2,000-----Tool Box, Tote Tray and Contents

9 \$1,000-----Tote Tray and Contents

10  
11 with a one hundred dollar (\$100.00) deductible provision.

12  
13 Losses under the policy will be settled by the Company through its insurance company  
14 with the employee bearing the one hundred dollars (\$100.00) deductible. Recovery of  
15 losses will be provided by either a new comparable tool and box replacement or cash  
16 reimbursement after discussion with the employee.

### 17 18 K. BOMB SCARE INSURANCE

19  
20 No employee will be required to participate in a bomb scare investigation against his  
21 wishes. The Company will provide death and disability insurance coverage as set forth  
22 below, applicable if the employee suffers death or permanent disability while on duty and  
23 a bomb explosion is the proximate cause of such death or disability.

24  
25 Death \$500,000

26 Total Permanent Disability \$500,000

27 Total Loss of Two members \$500,000

28 Total Loss of One member \$250,000

29  
30 Member, as used herein, is defined as an arm, leg or eye.

### 31 32 L. TRAVEL WHILE ON WORK ASSIGNMENT

33  
34 Employees who are required to travel at the discretion of the Company to a base or  
35 location other than their assigned base in the performance of their work shall be covered  
36 by one hundred thousand dollars (\$100,000) of life insurance coverage for accidental  
37 death from any cause. Said coverage shall commence from the time he leaves his  
38 assigned base and shall continue in force until he returns to his assigned base at the  
39 completion of such travel.

### 40 41 M. TEST FLIGHT INSURANCE

42  
43 Employees who are required to participate in test flights shall be covered by a standard  
44 aviation accident insurance policy with a death benefit of not less than one hundred fifty  
45 thousand dollars (\$150,000) paid by the Company.

## **ARTICLE 30 – RETIREMENT**

- 1 A. The following represents the terms of the retirement benefits for eligible TWU/IAM  
2 Association represented employees, and this coverage replaces and supersedes  
3 previous retirement provisions.  
4

5 For purposes of this Retirement Article:  
6

- 7 1. The term “IAM Designated Employees” shall mean all eligible employees  
8 participating in the IAM National Pension Fund immediately prior to DOR  
9 regardless of location and all eligible employees hired by the Company on  
10 or after DOR at a base, station, or location designated by the Association  
11 as an IAM location, irrespective of future relocation, and in a job  
12 classification covered by any TWU/IAM Association Agreement.  
13  
14 2. The term “TWU Designated Employees” shall mean all employees eligible  
15 to receive employer matching contributions under the American 401(k) Plan  
16 immediately prior to DOR and all eligible employees hired by the Company  
17 on or after DOR at a base, station, or location designated by the Association  
18 as a TWU location, irrespective of future relocation, and in a job  
19 classification covered by any TWU/IAM Association this Agreement.  
20

21 B. IAM National Pension Fund  
22

- 23 1. All IAM Designated Employees will be eligible to participate in the IAM  
24 National Pension Fund. For each IAM Employee participating in the IAM  
25 National Pension Fund, the Company will contribute the following  
26 Contribution Rate for each hour for which employees in all job classifications  
27 covered by this Agreement are entitled to receive pay under this Agreement:  
28

<b>DOR Pension Rates, 2% in out years rounded to nearest .05</b>	<b>DOR</b>	<b>DOR +12 mos.</b>	<b>DOR +24 mos.</b>	<b>DOR +36 mos.</b>	<b>DOR +48 mos.</b>
AMT, Inspector, MOC, Planner, QAC, Tech Doc	\$2.95	\$3.00	\$3.05	\$3.15	\$3.20
Utility/Cleaner	\$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

- 29 2. For purposes of this IAM National Pension Fund section of this Retirement  
30 Article, the term Employer shall mean the Company.  
31  
32 3. The Company shall continue contributions for all contractually obligated  
33 time paid in accordance with the IAM National Pension Fund Standard

## **ARTICLE 30 – RETIREMENT**

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:

## **ARTICLE 30 – RETIREMENT**

- 1  
2 (i) Employer Contributions for IAM Designated Employees: IAM  
3 Designated Employees shall be eligible to receive Employer  
4 Matching Contributions in an amount equal to one hundred percent  
5 (100%) of the member's Employee Before-Tax Contributions and  
6 Employee Designated Roth Contributions up to a maximum  
7 Employer Matching Contribution equal to four percent (4.0%) of their  
8 Eligible Compensation, as defined in the American 401(k) Plan.  
9
- 10 (ii) Employer Contributions for TWU Designated Employees: TWU  
11 Designated Employees shall receive Non-Elective Employer  
12 Contributions in an amount equal to five percent (5%) of their Eligible  
13 Compensation, as defined in the American 401(k) Plan. TWU  
14 Designated Employees will also be eligible to receive Employer  
15 Matching Contributions in an amount equal to one hundred percent  
16 (100%) of the member's Employee Before-Tax Contributions and  
17 Employee Designated Roth Contributions up to a maximum  
18 Employer Matching Contribution equal to four percent (4.0%) of  
19 Eligible Compensation, as defined in the American 401(k) Plan.  
20

### 21 3. Eligibility for Employer Contributions

22

- 23 (i) Employer Matching Contributions: All Association represented  
24 employees must satisfy the one (1) year service requirement, as  
25 defined in the American 401(k) Plan, to be eligible to receive  
26 Employer Matching Contributions in the American 401(k) Plan.  
27 Provided, however, that all Association represented employees  
28 who are on the American Airlines System Seniority List as of  
29 DOR and who are not eligible to receive Employer Matching  
30 Contributions as of DOR shall have all prior service with the  
31 Company and/or AAG recognized for purposes of determining  
32 eligibility for post-DOR Employer Matching Contributions to the  
33 American 401(k) Plan.  
34
- 35 (ii) Non-Elective Employer Contributions: All TWU Designated  
36 Employees must satisfy the one (1) year service requirement, as  
37 defined in the American 401(k) Plan, to be eligible to receive  
38 Non-Elective Employer Contributions in the American 401(k)  
39 Plan. Provided, however, that all TWU Designated Employees  
40 who are on the American Airlines System Seniority List as of  
41 DOR and who are not eligible to receive Non-Elective Employer  
42 Contributions as of DOR shall have all prior service with the  
43 Company and/or AAG recognized for purposes of determining  
44 eligibility for post-DOR Non-Elective Employer Contributions to  
45 the American 401(k) Plan.  
46

## **ARTICLE 30 – RETIREMENT**

### **4. Vesting or Employer Contributions**

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

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

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

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

## **ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

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

## **ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

1 leave, or are furloughed, will not be required to maintain membership or provide  
2 financial support as provided in Paragraph A of this Article, but they may do so at  
3 their option. Should such employee return to any service covered by this  
4 Agreement, he shall as a condition of continued employment become and remain  
5 a member in the Union, or pay service charges within thirty (30) days from the date  
6 of return to service.  
7

8 2. The seniority status and rights of employees who serve in the Armed Forces shall  
9 not be terminated by reason of any provisions of this Agreement, but such an  
10 employee, upon resumption of employment shall as a condition of continued  
11 employment become and remain a member of the Union, or pay service charges  
12 within sixty (60) days from the date of return to service.  
13

14 3. If an employee has resigned from the Company and is subsequently rehired, he  
15 shall as a condition of continued employment become and remain a member of  
16 the Union, or pay service charges within sixty (60) days from the date of rehire.  
17

18 F. For the purpose of this Agreement, membership in good standing means that the  
19 employee represented by the Union is a member of the Union and is not more than  
20 sixty (60) days in arrears in the payment of initiation fees, assessments, and  
21 membership dues. Alternatively, an employee may not be more than sixty (60) days  
22 in arrears in the payment of service charges.  
23

24 G. When an employee becomes delinquent or not in good standing within the meaning  
25 of Paragraph E above, the employee shall be subject to discharge in accordance with  
26 the following procedures. Any discharge under the terms of this Article will be based  
27 solely upon the failure of the employee to pay initiation fees, assessments,  
28 membership dues, or service charges, as specified herein, and not because  
29 membership in the Union was denied or terminated upon any other ground.  
30

31 1. With respect to any discharge under this Article, the internal policy and procedures  
32 of the TWU and/or the IAM shall apply. Pursuant to those procedures, the  
33 employee shall be provided with notice of any delinquency in payment, the specific  
34 amount of payment required, and instructions for making payment within thirty (30)  
35 days of the date of the notice. If the required payment is still not received within  
36 thirty (30) days following the initial notice, a final notice of delinquency shall be  
37 issued, advising that termination of employment will be sought unless full payment  
38 in the specified amount is received within thirty (30) days of the date of the final  
39 notice. No payments will be accepted after the expiration of the final thirty (30) day  
40 notice period. After the expiration of the final notice period, a termination request  
41 will be sent to the Company's Vice-President – Labor Relations or his/her  
42 designee, with a copy to the employee, providing appropriate documentation that  
43 the employee has failed to make payments as required under this Article. The  
44 Vice-President – Labor Relations or his/her designee will then take all necessary  
45 and proper steps to discharge the employee from the Company's service.  
46

## **ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

- 1       2. An employee discharged by the Company under the provisions of this Article shall  
2       be deemed to have been discharged for non-payment of dues or union financial  
3       support, and a notation so made on his employment record.  
4
- 5       3. An employee who believes that the provisions of this Article pertaining to him have  
6       not been properly interpreted or applied may appeal his discharge directly to a  
7       neutral referee within ten (10) days after the notification of discharge. If the parties  
8       cannot agree on a neutral referee, a referee will be chosen from a panel supplied  
9       by the National Mediation Board. The alternate strike method shall be used with  
10      the employee initiating the first rejection. Such final selection of a neutral referee  
11      shall be accomplished within ten (10) days after receipt of the list of neutral  
12      referees. If the parties have not reached agreement by the alternate strike method  
13      within the ten (10) day period, the first name listed on the panel provided by the  
14      National Mediation Board shall be designated the neutral referee.  
15
- 16      4. The hearing before the neutral referee will occur as soon as practicable, and the  
17      neutral referee will be requested to issue a decision within thirty (30) days after the  
18      hearing. The decision of the neutral referee will be final and binding on all parties  
19      to the dispute. The fees and charges for such neutral referee will be borne equally  
20      by the employee and the Union. Any other fees, charges and costs incurred  
21      relative to the hearing by any party (including legal or attorney fees) shall be borne  
22      exclusively by the party incurring the fees, charges and costs.  
23
- 24   H. During the life of this Agreement, provided that the Union is still the collective  
25   bargaining representative for the employees covered by this Agreement, the Company  
26   agrees to deduct from the pay of each employee and remit to the TWU or the IAM, as  
27   applicable, membership dues, initiation fees, and assessments, or service charges in  
28   lieu thereof, provided that each such employee has voluntarily executed an  
29   authorization and assignment form.  
30
- 31      1. With respect to current employees covered by this Agreement, any authorization  
32      and assignment forms previously executed shall continue in full force and effect  
33      according to their terms, with American as the successor to US Airways, Inc. for  
34      employees who are IAM members or service charge payers.  
35
- 36      2. With respect to employees hired after the date of this Agreement, a form for the  
37      purpose of Assignment and Authorization for Payment of Dues or Service Charge  
38      shall be prepared by the Union and furnished to the Company.  
39
- 40      3. When a new employee properly executes the assignment and authorization form,  
41      the original copy will be forwarded to the Company's payroll department. Any form  
42      which is incomplete or improperly executed will be returned to the Union.  
43
- 44      4. An employee's assignment and authorization may only be revoked after the  
45      expiration of one (1) year from the date of signing the authorization and assignment  
46      form, or upon the termination of the dues/service charge check-off provisions of

## **ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

1 this Article. Any notice of revocation must be in writing, signed by the employee,  
2 and delivered by certified mail to the TWU Local Union office or the IAM District  
3 Lodge office, as applicable.  
4

- 5 5. When an Assignment and Authorization form, as specified in this Article, is  
6 received by the Company on or before a given payday, deductions will commence  
7 with the first regular paycheck following said payday, and will continue thereafter  
8 until revoked or cancelled as provided in this Article. The Company will remit to  
9 the TWU and the IAM checks in payment of all dues and service charges collected  
10 on a given payday on behalf of each, on or as soon after the payday as practicable.  
11 The Company remittance will be accompanied by a list of names, personnel  
12 numbers, and station numbers of the employees for whom deductions have been  
13 made in the particular period, arranged in order of their personnel numbers.  
14 Additionally, the remittance will be accompanied by a listing of those employees  
15 who are on unpaid leave of absence or furlough, have accepted a position not  
16 covered by this Agreement, or have terminated employment with the Company.  
17
- 18 6. No dues or service charge deductions will be made from the wages of any  
19 employee who has executed an assignment and authorization form and who  
20 transfers to a position not covered by this Agreement, is on leave without pay, or  
21 is on furlough. Upon return to work in a position covered by this Agreement,  
22 deductions will be automatically resumed in accordance with the time frame  
23 specified in Paragraph E (1), provided that such employee has not revoked his  
24 assignment and authorization in accordance with this Article. An employee who  
25 resigns or is terminated from the Company will be deemed to have automatically  
26 revoked his assignment and authorization and, if reemployed, further deductions  
27 will be made only upon the execution of a new assignment and authorization.  
28 Provided, however, if an employee is reinstated following a disciplinary discharge,  
29 deductions will resume automatically unless the assignment and authorization has  
30 been revoked in accordance with this Article.  
31
- 32 7. Deductions for dues and service charges will be made from each paycheck  
33 provided there is a balance in the paycheck sufficient to cover the amount after all  
34 other deductions authorized by the employee or required by law have been  
35 satisfied. In the event of a termination of employment, the obligation of the  
36 Company to collect dues and service charges will not extend beyond the pay  
37 period in which the last day of work occurs.  
38
- 39 8. Following submission of the assignment and authorization for a newly hired  
40 employee, a single flat sum deduction for an initiation fee (if applicable) shall be  
41 made from the employee's paycheck, provided that there is a balance in the  
42 paycheck sufficient to cover the amount after all other deductions authorized by  
43 the employee and required by law have been satisfied.  
44
- 45 9. If sufficient earnings do not remain after other deductions as provided in  
46 Paragraphs H (7) and H (8) above, or if there are employees on the payroll that do

## **ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

1 not have on file with the Company an authorization for deductions as set forth in  
2 this Article, the TWU or IAM, as applicable, shall be notified. Notification shall  
3 include employee personnel number, name, classification code, department,  
4 location and, if applicable, the amount of deduction for each period and total  
5 amount for the month. It shall thereafter be the responsibility of the TWU and the  
6 IAM respectively to collect amounts owed for which sufficient funds were not  
7 available for deduction.  
8

- 9 I. The TWU and the IAM each agree to indemnify the Company and hold it harmless  
10 against any and all suits, claims, demands and liabilities, which arise out of or by  
11 reason of any action taken or not taken by the Company for the purpose of complying  
12 with any provisions of this Article. The Company agrees that in the event it is named  
13 as a defendant or charged party in any such action, the Company shall promptly notify  
14 the Union. The Union shall maintain the exclusive right to defend, settle, mitigate  
15 damages, litigate, and/or take whatever action it deems necessary and proper through  
16 attorneys of the Union's choosing and at the Union's cost. If the Company,  
17 nevertheless, decides to retain its own counsel, it shall do so at its own cost, and not  
18 at the cost of the Union.  
19
- 20 J. The Company will provide for voluntary employee contribution to the Machinist Non-  
21 Partisan Political League ("MNPL") for IAM members and TWU Committee on Political  
22 Education ("COPE") for TWU members through payroll deduction. Eligibility to  
23 participate through the payroll deduction program is restricted to those employees of  
24 the Company who are certified by the IAM or TWU to participate in the respective  
25 programs in accordance with all requirements under applicable federal and state laws.  
26 With respect to current employees covered by this Agreement, any MNPL or COPE  
27 authorization and assignment forms previously executed shall continue in full force  
28 and effect according to their terms.  
29
- 30 K. "Union" as used in this Article shall mean the TWU or the IAM, as applicable, which  
31 together constitute the Association.  
32

## **ARTICLE 32 - REPRESENTATION**

- 1 A. The representation for the effective handling of grievances and disputes between  
2 the parties under this Agreement shall be:  
3
- 4 1. The Union will be represented by properly designated Union  
5 Representatives in each station, department or location. Union  
6 Representatives shall be allowed reasonable time required for authorized  
7 Union business during working hours, consistent with the needs of the  
8 service and shall be compensated for such time at their straight time rate.  
9 "Authorized Union business" is that relating to the investigation of  
10 grievances, disciplinary action, hearings, and grievance meetings with  
11 officials of the Company. The number of representatives, that confer with  
12 management at any one time on any issue, including meetings convened  
13 under the provisions of paragraph J, will not exceed the number of  
14 management employees present plus one (1) additional representative to  
15 act in the capacity of a scribe. In the conduct of such authorized Union  
16 business, the Union Representative shall notify his supervisor of his desire  
17 to leave his work place, the reason therefore, and shall notify his supervisor  
18 of his return. When it is necessary for a Union Representative to enter a  
19 department other than his own, as a courtesy he shall notify management,  
20 if available, of that department.  
21
- 22 B. The Company will be represented by an authorized representative at each  
23 point/station/location, who will be empowered to settle all local grievances not  
24 involving changes in Company Policy or the intent and purpose of this Agreement.  
25
- 26 C. The Union and Company will, at all times, keep the other party advised through  
27 written notice of any change in authorized representatives.  
28
- 29 D. It is understood that officials of either party having responsibilities under this  
30 Agreement may delegate those responsibilities to another authorized  
31 representative.  
32
- 33 E. International Officers, Accredited Representatives, or Local Officers of the Union  
34 will, at any time during regular working hours, have access to the premises of the  
35 Company where employees are located, for the purpose of investigating  
36 grievances for employees covered by this agreement or other matters directly  
37 connected with the operation of this Agreement and its procedures for the  
38 settlement of any dispute. As a matter of courtesy, notice of an intended visit will  
39 be given to the ranking Company official or his designated representative. A visit  
40 will be subject to such reasonable regulations as may be made from time to time  
41 by the Company, but the Company will not impose regulations that will render  
42 ineffective the intent of this provision nor impair the privacy of any conference  
43 necessary to accomplish the purpose of the visit.
- 44 F. All hearings will be conducted during regular day shift working hours. Union  
45 officers or representative(s), employee(s), and necessary employee witnesses  
46 shall receive their applicable rate of pay while handling grievances or attending

## **ARTICLE 32 - REPRESENTATION**

47 hearings.

- 48  
49 1. When the Company conducts an investigation the Union Representative,  
50 employee, and necessary employee witnesses, shall receive their  
51 applicable rate of pay.  
52

53 G. No employee selected as an officer or representative of the Union will be  
54 discriminated against for lawful activity on behalf of the Union.  
55

56 H. Service records shall be maintained for all employees by the Company and upon  
57 resignation or discharge from the service the employee, upon request, will be  
58 furnished with a copy of same. In discharge cases, the employee and his Union  
59 representative will have access to the personnel records applicable to the case  
60 prior to the holding of any hearing.  
61

62 I. Union representatives will, upon request of the TWU Local President/IAM General  
63 Chairman, be assigned to a fixed shift and days off. The arrangements will be  
64 worked out at each station by that Union representative and the local manager.  
65

66 J. In meetings for the purpose of investigation of any matter which may eventuate  
67 in the application of discipline or dismissal, or when written statements may be  
68 required, or of sufficient importance for the Company to have witnesses  
69 present, or to necessitate the presence of more than one Company  
70 supervisor, or during reasonable cause or post-accident drug/alcohol testing  
71 as provided for in this Article, the Company will inform the employee, including a  
72 probationary employee, of his right to have Union representation present. If the  
73 employee refuses representation, the supervisor's record will reflect his refusal.  
74

75 K. At the start of a meeting under the provisions of this Article, the Company will,  
76 except in rare and unusual circumstances, indicate the reason that causes the  
77 meeting and then provide an opportunity for the employee and his Union  
78 Representative to confer for a reasonable period of time. Following that period,  
79 the meeting will be reconvened and continue until concluded by the supervisor.  
80

81 L. Employees covered by this Agreement who are interviewed by a Company  
82 Security Department representative as part of a Security Department  
83 investigation may, upon request, have a Union Representative present  
84 during the interview. If a local Union Representative is not readily available  
85 after the request, the Company's Security Department will not be required to  
86 wait for his availability before conducting its interview. However, the employee in  
87 that circumstance may request the presence of another Union represented  
88 employee (peer witness) to be present. The role of the Union Representative  
89 or peer witness will be that of a silent observer only. The Union  
90 Representative or peer witness may in no way interfere nor impede the  
91 Security Department's investigation and/or interview.  
92

## **ARTICLE 32 - REPRESENTATION**

- 93 M. Employees who are required to take a reasonable cause or post-accident  
94 drug/alcohol test by the Company may, upon request, have a Union  
95 Representative present who shall not suffer loss of pay, as a witness during  
96 those parts of the specimen collection process indicated below.  
97
- 98 1. In those stations where a local Union Representative is not readily available, the  
99 Company will delay the test for up to one (1) hour from the time the employee  
100 requests or is notified of his right to Union representation, whichever occurs  
101 first, in order to allow the first available representative to be present at the  
102 medical facility.  
103
- 104 2. If normal travel time to the medical collection facility exceeds one (1) hour, then  
105 the one (1) hour waiting period will be extended by the amount of travel time in  
106 excess of one (1) hour.  
107
- 108 3. Only one (1) Union Representative will be allowed to accompany the employee  
109 to the medical collection facility and into the area where the medical collector  
110 opens the drug testing kit, completes the relevant paperwork, and secures the  
111 kit after completion of the collection process. The Union Representative will be  
112 allowed to witness the opening of the collection kit by the collector, the  
113 documentation of the chain of custody procedure by the collector and the  
114 employee, and the packaging and sealing of the kit for shipment following the  
115 collection. The Union Representative will not be allowed to accompany the  
116 employee or collector into the restroom.  
117
- 118 N. No Union Representative will engage in any activity, which disrupts the collection  
119 process. Should the Union Representative engage in disruptive activity, the  
120 Union Representative will be required by the Company's Supervisor to wait  
121 in the employee/patient waiting area until the collection process and paperwork  
122 has been completed.

## **ARTICLE 33 - GRIEVANCE PROCEDURE**

1 A. For the presentation and adjustment of disputes or grievances that may arise, the  
2 procedure will be as follows:

3  
4 1. Verbal Step

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

15  
16 Step 1

17  
18 If the employee is not satisfied with the verbal decision of the employee's  
19 supervisor, the matter, through the Union, must be reduced to writing on a standard  
20 grievance form or electronic equivalent, and given to his supervisor or designee  
21 within three (3) days from the supervisor's verbal decision. Upon receipt, the  
22 employee's supervisor must state in writing his decision and return this form to the  
23 Union Representative within five (5) days from the date he receives the grievance.  
24 The Union Representative then must forward this grievance form to the Local  
25 Grievance Committee

26  
27 Step 2

28  
29 If no satisfactory adjustment is reached in Step 1, it may be appealed in writing or  
30 electronically through the Union within ten (10) days from the receipt of the Step 1  
31 answer to the Department Head designated by the Company or his designee, who  
32 shall evaluate the grievance or complaint and render his decision, in writing, in the  
33 space provided on the standard official grievance form or electronic equivalent as  
34 soon as possible, but not later than ten (10) days following the meeting date.

35  
36 The Department Head or his designee shall establish meeting dates each month  
37 consistent with the volume of grievances at his level to assure timely resolution or  
38 disposition of such grievances.

39  
40 When the Company conducts a Step 2 meeting the Union Representative(s),  
41 employee, and necessary employee witnesses, shall receive their applicable rate  
42 of pay. The Step 2 meetings will be conducted during the regular day shift hours,  
43 unless mutually agreed to otherwise.  
44  
45

## **ARTICLE 33 - GRIEVANCE PROCEDURE**

### **Step 3**

If no satisfactory adjustment is reached in Step 2, it may be appealed in writing or electronically through the Union within twenty (20) days after receipt of the Step 2 answer to the Grievance Review Board (GRB). If appealed, the grievance will be reviewed by the GRB or upon request of either party, presented to the GRB. The GRB will consist of four (4) members: the Managing Director of Labor Relations or his designee, one (1) Management designee, and two (2) Union designees. The GRB will meet bi-monthly or sooner if mutually agreed between the parties. The GRB will render a decision in writing to the Union within fourteen (14) days of the meeting date. The meeting will take place at the corporate offices of the Company, or another location if mutually agreed upon, to discuss those grievances, which have not been resolved at the lower steps.

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

### **Time Limits**

The time limits set forth in this Article may only be waived by mutual written agreement between the IAM 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.

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.

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.

- B. An Accredited International Representative of the Union or designated Company official who believes that any provision of this Agreement has not been or is not being properly applied or interpreted which has not yet become the subject of an actual grievance, will have the right, within ten (10) days after such alleged misapplication or misinterpretation has been ascertained, to protest such violation, in writing, to the other party, who will evaluate such protest and render a written decision in fifteen (15) days. If no satisfactory adjustment is reached, the grievance

## **ARTICLE 33 - GRIEVANCE PROCEDURE**

1 and the decision may be directly appealed to the System Board of  
2 Adjustment/Arbitration.

3  
4 The above provision will apply to IAM General Chairman or TWU Local President with  
5 respect to improper application or interpretation of the Agreement affecting a group  
6 of employees within the jurisdiction of their Union, a grievance will be filed with the  
7 designated representative of the Company and begins at Step 3 of the above  
8 procedure.

### 9 10 C. Discharge & Discipline

- 11  
12 1. For incidents that occur within the Technical Operations Organization or the  
13 employee's assigned station, no employee who has been in the service of the  
14 Company past their applicable probationary period will be disciplined to the extent  
15 of loss of pay or discharge without being advised in writing of the charge(s)  
16 preferred against him leading to such action. Such notice shall be presented to the  
17 employee, with a copy to the Union, not later than five (5) days from the time the  
18 employee's Operating Department or Labor Relations learns of the incident, or  
19 reasonably should have had knowledge of the incident, upon which such charge(s)  
20 is based. If requested, a special hearing will be conducted for loss of pay or  
21 discharge determinations.  
22  
23 2. For incidents that occur outside of the Technical Operations Organization or the  
24 employee's assigned station, no employee who has been in the service of the  
25 Company past their applicable probationary period will be disciplined to the extent  
26 of loss of pay or discharge without an investigation being done by the Company.  
27 When the Technical Operations Organization becomes aware of the incident, the  
28 employee(s) and the Union will be notified within twenty-four (24) hours of when  
29 they become aware of such incident. If such incident requires an investigation after  
30 the initial discussion with the employee, the employee will be held out of service  
31 and compensated for all regularly scheduled hours. The employee will be  
32 considered active for all employee benefits, except employee non-revenue travel.  
33 Registered passengers are still eligible for travel benefits in accordance with  
34 Company policy. At the end of this investigation, the Company will inform the  
35 employee, with a copy to the Union, of the results of the investigation and he will  
36 be returned to work or subject to discipline, if any. If requested, a special hearing  
37 will be conducted for loss of pay or discharge determinations.  
38  
39 3. If an employee is held out of service without pay for any of the following reasons,  
40 all other benefits, except employee travel will continue during the investigation.  
41 Registered passengers are still eligible for travel benefits in accordance with  
42 Company policy.  
43  
44 a. Action constituting a criminal offense, on or off duty.

## **ARTICLE 33 - GRIEVANCE PROCEDURE**

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

4. If after the Company investigation is completed, as described in C (3) (a) (b) or (c) above, and the employee is exonerated of any wrong doing, the employee will be paid for the employee's regularly scheduled hours during the period of time the employee was held out of service without pay. 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. If requested, a special hearing will be conducted for loss of pay or discharge determinations.

### **D. Special Hearing**

1. Any employee suspended or discharged from service shall be granted a special hearing, provided a request is made therefore in writing to the proper Vice President of Maintenance or his designee, with a copy to the Union within seven (7) days of the suspension or discharge. The requested hearing will be held within five (5) days of receipt of such request. Within seven (7) days after the close of such hearing, the Company shall render its decision in writing, and shall furnish the employee and his accredited Union Representative a copy thereof. 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 with Step 3.
2. 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 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 to Step 3.
3. In any case where it is found that the suspension or discharge is unjust, the employee will be reinstated with full seniority, paid for time lost and records corrected.

- E. In cases where it is necessary that an employee be warned due to the caliber of his work and/or the general performance of his duties, such warning will be made to the employee in writing with a copy to the Union within five (5) days from the time the employee's Operating Department learns of the incident, or in minor cases verbally in the presence of a Local Union Official, and the employee will be given a reasonable length of time to correct the matter.

### **ARTICLE 33 - GRIEVANCE PROCEDURE**

- 1
- 2 F. Each disciplinary letter issued to an employee covered by this Agreement shall not
- 3 remain in their personnel record for a period of more than one (1) year.
- 4
- 5
- 6

## **ARTICLE 34- SYSTEM BOARD OF ADJUSTMENT/ARBITRATION**

- 1 A. In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there  
2 is hereby established a System Board of Adjustment/Arbitration ("System Board") for  
3 the purpose of adjusting and deciding disputes or grievances which may arise under  
4 the terms of this Agreement, and which are properly submitted to it after exhausting  
5 the procedure for settling disputes as set forth under Article 33. However, by mutual  
6 agreement, any cases properly referable to the System Board may be submitted to it  
7 in the first instance.  
8
- 9 B. The System Board shall consist of three (3) members; one (1) selected by the  
10 Company, one (1) selected by the Union and one (1) selected for each dispute from  
11 a panel of eleven (11) Arbitrators established by mutual agreement between the Union  
12 and the Company. After a panel member has served for a period of two (2) years,  
13 either party may request that such member be removed from the panel. However, a  
14 member of the panel may be removed during the term of this Agreement by mutual  
15 agreement between the parties. When a change is made, the parties will select the  
16 new panel member(s) by the same method used to select the original panel members.  
17
- 18 C. Hearings of the System Board for discipline and discharge cases will be held in the  
19 city of the Company's operating bases where the grievant is located. Hearings of the  
20 System Board for contractual interpretation cases will be held in the city of the  
21 Company's corporate headquarters unless otherwise mutually agreed to between the  
22 parties.  
23
- 24 D. The System Board shall have jurisdiction over disputes between any employee  
25 covered by this Agreement and the Company growing out of grievances or out of  
26 interpretation or application of any of the terms of this Agreement. The jurisdiction of  
27 the Board shall not extend to proposed changes in hours of employment, basic rates  
28 of compensation or working conditions covered by this Agreement or any of its  
29 amendments.  
30
- 31 E. The Board shall consider any dispute within the System Board's jurisdiction submitted  
32 to it by the Union or by the Company's Chief Operating Officer or his authorized  
33 representative, when such dispute has not been previously settled in accordance with  
34 the terms of this Agreement.  
35
- 36 F. All disputes properly referred to the Board for consideration shall be addressed to the  
37 Board Members.  
38

39 Each case submitted shall show:

- 40 1. Question or questions at issue;  
41 2. Statement of facts;  
42 3. Position of employee or employees;  
43 4. Position of Company.  
44

45 When possible, joint submissions will be made, but if the parties are unable to agree  
46 upon a joint submission, then either party may submit the dispute and its position to

## **ARTICLE 34- SYSTEM BOARD OF ADJUSTMENT/ARBITRATION**

1 the Board. No matter shall be considered by the Board, which has not first been  
2 handled in accordance with the appeal provisions of this Agreement, including the  
3 rendering of a decision thereon by the Chief Operating Officer of the Division or his  
4 duly designated representatives.

5  
6 G. Upon receipt of notice of the submission of a dispute, the parties shall agree on a date  
7 for the hearing, or if at least two (2) members of the Board consider the matter of  
8 sufficient urgency and importance then at such earlier date and at such place as the  
9 parties shall agree upon, but not more than thirty (30) days after such request for  
10 meeting is made.

11  
12 H. An employee covered by this Agreement may be represented at System Board  
13 hearings by a person(s) designated by him and the Company may be represented by  
14 a person(s) designated by it. Evidence may be presented both orally and in writing.  
15 Individual members of the System Board may, summon any witnesses who are  
16 employed by the Company and who may be deemed necessary by the parties to the  
17 dispute.

18  
19 I. The decision of the System Board shall be rendered within thirty (30) days after the  
20 close of the hearing. A majority vote of the members of the System Board shall be  
21 necessary to make a decision. The decisions will be final and binding upon the  
22 Company, the Union and the grievant(s).

23  
24 J. The time limits specified in this Article may be extended by mutual agreement between  
25 the parties to this Agreement.

26  
27 K. Nothing contained in this Article will be construed to limit, restrict, or abridge the rights  
28 or privileges accorded either to the employees, the Company, or their duly accredited  
29 representatives under the provisions of the Railway Labor Act, as amended.

30  
31 L. The System Board shall maintain a complete record of all matters submitted to it for  
32 consideration, and of all findings and decisions made by it.

33  
34 M. Each of the parties will assume the compensation, travel expense and other expenses  
35 of the System Board members selected by them.

36  
37 N. Each of the parties will assume the compensation, travel expense and other expenses  
38 of the witnesses called or summoned by them. A witness who is an employee of the  
39 Company shall receive free round trip transportation over the Company system, so far  
40 as space is available from the point of duty or assignment to the point at which he  
41 must appear as a witness, to the extent permitted by law.

## **ARTICLE 34- SYSTEM BOARD OF ADJUSTMENT/ARBITRATION**

- 1 O. The designated Company member and Union members, acting jointly, shall have the  
2 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 trip  
7 transportation over the Company system so far as space is available for the purpose  
8 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 any  
13 action taken by him in good faith.

## **ARTICLE 35 – GENERAL**

- 1 A. The Company agrees that there shall be no established maximum age limit in the  
2 hiring of employees.
- 3
- 4 B. The Company will, within ninety (90) days of ratification and at local orientations of  
5 new employees, provide each employee covered by this Agreement with a copy  
6 of the Agreement printed in a spiral bound copy.
- 7
- 8 C. Any material changes to Company policies that may be the basis for discipline will  
9 be provided to the Association leadership in advance of implementation.  
10 Information may be provided electronically to the Association and may be  
11 electronically posted for employees.
- 12
- 13 D. The Company will provide the designated TWU/IAM representatives electronic  
14 access to Company manuals, publications, and associated documents including  
15 revisions expressly referred to in the Agreement.
- 16
- 17 E. The Company will provide parking for employees at their work location and pay  
18 monthly parking and fees as assessed by the appropriate authority. This provision  
19 will not apply to replacement charges to employees for parking decals, stickers,  
20 gate keys, or similar items.
- 21
- 22 F. When bus transportation to and from employee parking facilities is recognized by  
23 the Company as an integral part of the employee parking arrangements that  
24 transportation will be at Company expense.
- 25
- 26 G. It is the Company's intent to continue the cooperative relationship between the  
27 Company's Employee Assistance Program (EAP) and the Union Employee  
28 Assistance Programs (UEAP). The Mechanic & Related and Stores Association  
29 will appoint two (2) full time UEAP Directors, who will be paid by the Company.
- 30
- 31 H. An employee's first confirmed positive drug test will not automatically result in  
32 termination.
- 33
- 34 I. Employees who are involuntarily changed from Monday/Sunday to another set of  
35 days off will be transitioned to Monday/Tuesday off for one week and then to new  
36 days off the following week to ensure affected employees receive two (2) days off  
37 each week. This provision does not apply to employees who voluntarily bid a  
38 position.
- 39
- 40 J. All orders to and requests from an employee involving transfers, promotions,  
41 demotions, layoff, recall, leaves of absence, or anything affecting his pay will be  
42 in writing.
- 43
- 44 K. An employee who permanently transfers at his own request to another  
45 classification of work as provided in any other Agreement that has reciprocating

## **ARTICLE 35 – GENERAL**

1 language will continue to receive his same hourly rate but, in no event, will his  
2 hourly rate exceed the maximum rate for the classification to which he transferred.

3  
4 If his hourly rate at the time of such transfer is not the same as any regular rate  
5 per hour for the classification to which he transferred, he will immediately  
6 receive the nearest higher regular rate per hour for such classification.

7 Thereafter, the employee shall progress on the normal progression scale in  
8 the new classification. In the case of a transfer from a higher to a lower  
9 classification caused by a reduction in force under this Agreement, the above  
10 rules will apply.

11  
12 L. This Agreement may not be amended or supplemented except by a written Letter  
13 of Agreement signed by both the Vice President or Managing Director of Labor  
14 Relations or their designee on behalf of the Company and the Chair and Co-Chair  
15 of the Association or their designees.

16  
17 M. The Labor Advisory Committee will include a minimum of two (2) representatives  
18 designated by the Association for the purpose of addressing issues of common  
19 interest among all employees at the Company.

20  
21 N. When an employee is scheduled for an O.S.H.A. hearing exam outside of his  
22 regular shift, he will be paid for the time spent outside of his regular shift as if it  
23 were time spent at his regular work, and overtime rates would apply, if applicable.

24  
25 O. To the extent the Company, Union, and FAA maintain an ASAP or similar program,  
26 employees covered by this Agreement will be eligible to participate.

27  
28 P. The Company will allow the Union an opportunity, during local orientation, to meet  
29 with new employees and transferees regarding Union matters.

30  
31 Q. An employee who appears as a witness in a legal proceeding at the request of the  
32 Company will be paid during witness service.

33  
34 R. An employee who is compelled by subpoena to testify in any other legal  
35 proceeding, will be allowed time off to attend such proceedings. An employee  
36 compelled to testify in any legal proceeding (except those against the Company),  
37 may at his option, use any compensated time off (excluding block vacation and  
38 sick) to make up his wages for time missed when attending such proceedings.

39  
40 S. The Company will promptly notify the employees and the Union of the use of any  
41 material, equipment, or procedure known to be hazardous to employees exposed  
42 and the known procedures to control the hazards via a Safety Data Sheet (SDS).  
43 The Company will promptly provide the Union with the results of any  
44 management or government health and safety survey concerning the employees  
45 represented by the Union.

### **ARTICLE 35 – GENERAL**

- 1 T. When the Company is made aware, by the manufacturer or distributor of a  
2 product recall or equipment recall, the Company will take appropriate action to  
3 ensure the safety of its employees. The Company will also notify the Union of the  
4 issue as soon as possible and of any subsequent action that is taken.

5

## **ARTICLE 36 - UNIFORMS**

- 1 A. Employees will be required to wear work clothing that is reasonably suitable and safe  
2 for the type of work they are assigned.  
3
- 4 B. Where employees are required by the Company to wear standard Company uniforms,  
5 the uniforms, including jackets, will be furnished by the Company. Upon request, local  
6 management will launder or replace uniforms of employees whose uniforms have  
7 been chemically-soaked. Otherwise, the employee shall be responsible for all  
8 laundering/cleaning costs unless state law requires otherwise. Lettering of any  
9 description other than standard AA insignia will not be permitted on any work clothing.  
10 However, employees may wear the standard TWU/IAM insignia on work clothing or  
11 hats. TWU/IAM pins may be worn on the Company uniform. Standard uniforms will be  
12 exchanged for maternity uniforms upon request.  
13
- 14 1. The initial set of uniforms shall consist of one (1) jacket (three-in-one) and ten  
15 (10) tops (shirts) and ten (10) bottoms (shorts or trousers). The employee may  
16 choose a coverall or jumpsuit in lieu of the shirt and trousers/shorts combination.  
17
- 18 2. Employees hereunder who work outside shall be furnished foul weather gear:  
19 winter weight coveralls, and rain gear (top and bottom) at no cost to the employee.  
20
- 21 3. The Company shall replace uniform items (including rain suits and jackets (three  
22 in one)) based on appearance and wear. The Company shall not be responsible  
23 for replacing uniforms damaged by negligence or misuse by the employee.  
24
- 25 4. The Company shall maintain disposable coveralls.  
26
- 27 5. Employees must return to the Company, uniform items purchased by the Company  
28 upon separation of employment or transfer out of the bargaining unit.  
29
- 30 6. Lab coats will be made available for Quality Assurance Auditors use while on field  
31 assignments.

### **ARTICLE 37 – ASSOCIATION BULLETIN BOARDS**

- 1 A. The Company will provide locked and secured bulletin boards at each station/location  
2 consistent with the practice we have today, where employees are employed, marked  
3 Transport Workers Union of America, AFL-CIO, International Association of Machinist,  
4 AFL-CIO, and the appropriate Local/Lodge number, for the posting of official notices  
5 of Union activities not inconsistent with the Railway Labor Act, as amended. Notices  
6 will bear the signature of an officer of the Union and will not contain anything of a  
7 defamatory or personal nature attacking the Company or its representatives. No  
8 political circulars, propaganda or advertisements will be placed on these bulletin  
9 boards. The Company will not oppose the Union's posting of any bulletins offering  
10 benefits provided by any insurance company sanctioned by the Union on the bulletin  
11 boards for employees covered under this agreement.  
12
- 13 B. Bulletin boards will be located in areas that will be easily accessible to employees in  
14 each area as agreed to between the parties issues.

### **ARTICLE 38 - NO STRIKE - NO LOCKOUT**

- 1 A. It is understood and agreed that the Company will not lock out any employees covered  
2 hereby, and the Union will not authorize or take part in any strikes, sit downs,  
3 slowdowns, or picketing of Company premises during the life of this Agreement until  
4 the procedures for settling disputes as provided herein and provided by the Railway  
5 Labor Act, as amended, have been exhausted. The Company will not require the  
6 employees to cross picket lines of the Company's employees legally established  
7 under contractual provisions and the Railway Labor Act on or in front of the premises.  
8 The individual or concerted refusal to pass such picket lines shall not constitute  
9 grounds for discipline, discharge, lay-off, or be considered a violation of this  
10 Agreement.  
11
- 12 B. The Company shall not perform "Struck Work" of Wholly Owned Carriers. "Struck  
13 Work" is Mechanic and Related (and Stores) work traditionally and regularly  
14 performed by a Wholly Owned Carrier where and during the period the mechanic and  
15 related (and Stores) employees of that Wholly Owned Carrier are engaged in a lawful  
16 strike, and where the Company has not previously performed the work in question.  
17 There shall be no prohibition against a concerted refusal of employees of the  
18 Company to perform "Struck Work". Moreover, the Company will not hire employees  
19 of Wholly Owned Carriers to perform Mechanic and Related (and Stores) work at the  
20 Company during a period when the Company's Mechanic and Related (and Stores)  
21 employees are engaged in a lawful strike.

## **ARTICLE 39 – RECOGNITION OF RIGHTS AND COMPLIANCE**

- 1 A. The Union recognizes that the Company will have sole jurisdiction of the management  
2 and operation of its business, the direction of its working force, the right to maintain  
3 discipline and efficiency in its hangars, stations, shops, or other places of employment,  
4 and the right of the Company to hire, discipline, and discharge employees for just  
5 cause, subject to the provisions of this Agreement. It is agreed that the rights  
6 enumerated in this Article will not be deemed to exclude other preexisting rights of  
7 management not enumerated which do not conflict with other provisions of this  
8 Agreement.  
9
- 10 B. Except for instructing employees and assisting in experimental work, supervisory  
11 personnel will perform no work that is covered by this Agreement. Management  
12 employees may assign and/or direct the work of covered employees where Crew  
13 Chiefs are not readily available.  
14

## **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.
- a. 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.
  - b. 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).
  - c. 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.
  - d. 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.
- a. 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.
  - b. 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 are on a paid sick or vacation period, on an overage leave, or on a Union leave on September 01, 1985. It does not include employees who are on a personal leave of

## **ARTICLE 40 – RETIREMENT BENEFIT**

absence, unpaid sick leave, or other unpaid absence from work on September 01, 1985, unless they actually return to work.

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

- a. A new vesting schedule will apply to employees who perform at least one hour of service for which they are paid on or after January 1, 1990.
- b. The new vesting schedule will provide that such employees will become 100% vested after completing five years of vesting service as defined in the plan. Prior to completing five years of vesting service, employees will have 0% vested benefits.
- c. Rules for counting vesting service and for applying breaks in service remain unchanged from the current plan.
- d. The Company agreed to retroactively credit all pensionable hours worked past age 65 for TWU represented employees who retire from the active payroll after January 1989.

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

a. Final Average Compensation

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

b. Eligibility For Benefits – Early Retirement

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

- i. age 55 and fifteen (15) years of credited service; or
- ii. age 60 and ten (10) years of credited service.

c. Early Retirement Benefits

## **ARTICLE 40 – RETIREMENT BENEFIT**

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

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

LETTERS OF MEMORANDUM – 1 – NEW HIRE CONSIDERATIONS

1 February 13, 2018

2  
3 Tim Klima  
4 Airline Coordinator  
5 Transportation Department IAMAW

6  
7 Mike Mayes  
8 Air Division Director  
9 Transport Workers Union of America

10  
11 Re: New Hire Consideration Between Agreements

12  
13 This will confirm our understanding reached during negotiations, that qualified employees  
14 under the Flight Simulator and Instructor Agreements with a valid transfer request on file  
15 will be considered for new hire vacancies in the Fleet Service, Maintenance, and Stores  
16 Agreements. The same understanding shall apply in reverse, i.e. a qualified employee  
17 covered by the Fleet Service, Maintenance or Stores Agreements with a valid transfer  
18 request on file will be considered for new hire vacancies in the Technician or Instructor  
19 Agreements.

20  
21 Very truly yours,

22  
23  
24 James B. Weel  
25 Managing Director – Labor Relations  
26 American Airlines, Inc.

27  
28  
29 Agree and Concur:

30  
31  
32 Tim Klima  
33 Airline Coordinator  
34 Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union

## LETTERS OF MEMORANDUM – 2 – CAMERA INSTALLATIONS

1 February 13, 2018

2  
3 Tim Klima  
4 Airline Coordinator  
5 Transportation Department IAMAW  
6

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

### 11 12 Camera Installations – Technical Operations 13

14 During the negotiations leading to a new Joint Collective Bargaining Agreement, the  
15 Company informed the Association that it has installed cameras, some new and some  
16 replacement, at different Technical Operations locations across the system, including  
17 line and base maintenance facilities. Our management team at each location will inform  
18 the local Union of any camera installations.  
19

20 The primary reasons for this initiative are safety and security. Some of the camera  
21 placements will provide coverage for facility entrances to be compliant with security  
22 initiatives encouraged by the TSA, also for monitoring parking lots, while others will  
23 provide coverage of the aircraft while in the hangars. In addition, we also need to  
24 remotely monitor the movement and location of aircraft to improve the coordination of  
25 maintenance activities.  
26

27 The installation of the camera is not intended to monitor employee's routine day to day  
28 work duties and job performance as that will be accomplished, as it is today, by our  
29 station management and Crew Chiefs. However, I do want to set the expectation that  
30 certain personal conduct that may be observed will be handled accordingly, such as  
31 theft, vandalism, pilferage, or behavior that may be in violation of the law and/or  
32 Company Policy.  
33

34 If you have any questions, please let me know.  
35

36 Sincerely,  
37

38  
39 James B. Weel  
40 Managing Director – Labor Relations  
41 American Airlines, Inc.

LETTERS OF MEMORANDUM – 3 – MATERIAL LOGISTICS SPECIALIST (MLS) IN  
SIMULATOR PARTS ROOM

DOR

Tim Klima  
Airline Coordinator  
International Association of Machinists  
and Aerospace Workers (IAM)

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America (TWU)

Re: MLS in Simulator Parts Room - GSWFA

Dear Tim/Mike,

This will confirm the Company's assurance given during the most recent Joint Collective Bargaining Agreement negotiations leading to the current Material Logistics Specialist Agreement that the Company will assign MLS employee(s) under the labor agreement to continue performing the MLS duties presently performed at the GSW Flight Academy. In addition, the duties for the MLS employees delivering parts to the CLT Flight Training Center from the Distribution Center will remain status quo. In addition, the handling of Simulator parts at the CLT Flight Training Center will remain as it is performed today.

Sincerely,

James B. Weel  
Managing Director – Labor Relations

Agreed:

Tim Klima  
Airline Coordinator  
International Association of Machinists  
and Aerospace Workers (IAM)

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America (TWU)

## LETTERS OF MEMORANDUM – 4 – VENDOR MANAGEMENT INVENTORY

1 DOR

2  
3 Tim Klima  
4 Airline Coordinator  
5 International Association of Machinists  
6 and Aerospace Workers (IAM)

7  
8 Mike Mayes  
9 International Administrative Vice President  
10 Transport Workers Union of America (TWU)

11  
12 Re: Vendor Managed Inventory

13  
14 Dear Tim/Mike,

15  
16 As a part of the Joint Collective Bargaining Agreement (JCBA) negotiations, the parties agree that the  
17 Company may maintain its current practice of utilizing Vendor Managed Inventory (VMI) dispensing  
18 machines.

19  
20 Vendor-managed inventory (VMI) is a family of business models in which the buyer of a family of products  
21 provides certain information to a supplier of that product and the supplier takes full responsibility for  
22 maintaining an agreed inventory of the material, usually at the buyer's consumption location.

23  
24 A third-party logistics provider can also be involved to make sure that the buyer has the required level of  
25 inventory by adjusting the demand and supply gaps. The Union and the Company agree that the third-party  
26 will not handle any parts where Material Logistics Specialist (MLS) employees handle American Airlines  
27 inventory. The third-party logistics provider will deliver the parts to the receiving location of the station or  
28 location being supplied and the handling of the parts by the third-party will end there. MLS employees will  
29 stock the dispensing machines with the products that are delivered to the receiving location. A third-party  
30 logistics provider will only be allowed "On Property" to service, repair or upgrade any machines or  
31 equipment associated with inventory still belonging to the third-party. In the event a third-party logistics  
32 provider performs a count of inventory belonging to the third-party an audit will be conducted to verify the  
33 count as soon as practicable.

34  
35 In order to expand upon the proposed practice, the Company intends to implement VMI at locations across  
36 the American Airlines system for high moving, lower cost products. The inventory will not contain rotables,  
37 high value parts (anything over \$400.00 per piece) or rotatable tooling.

38  
39 The Parties commit to a review of the provisions of this letter every twelve (12) months.

40  
41 If this letter accurately reflects the agreement of the parties, please indicate by signing below.

42  
43 Sincerely,

44  
45  
46 James B. Weel  
47 Managing Director – Labor Relations

48  
49 Agreed:

50  
51  
52 Tim Klima  
53 Airline Coordinator  
54 International Association of Machinists  
55 and Aerospace Workers (IAM)

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America (TWU)

LETTERS OF MEMORANDUM

LETTERS OF MEMORANDUM – 5 – CHRISTMAS & NEW YEAR BASE  
MAINTENANCE OPERATIONS

**Revised DOR**

From: James B. Weel

To: Tim Klima and Mike Mayes

Re: Christmas – New Year Base Maintenance Operations

This will confirm our agreement that the Company's Base Maintenance locations will remain open during the Christmas – New Year holiday period. However, based upon needs of service and workload volumes in each bid area, the Company commits to make every effort to offer additional vacation weeks above the vacation ratio for selection during the annual vacation bid. The Company will also make every effort to allow additional paid time off (e.g. DAT, vacation, Comp days). The above applies to all Base Locations (i.e. shops, docks, stockrooms, etc.) except the Central Utility Plants and distribution center/warehouse locations.

In addition to the paragraph above and as agreed to in Article 22 (Holidays), when a full scheduled crew is not required to work on the Christmas or New Year holiday, employees will be offered the holiday off on the basis of Classification seniority, by shift, in the bid area at that location until the reduced complement is achieved. Once the reduced complement is achieved and the Company finds it necessary to increase the complement, those employees in the bid area who were not afforded an opportunity to work by reason of such reduction will be asked to work first in order of Classification seniority, shift and department prior to utilizing the overtime list.

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

Agree and Concur:

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America

LETTERS OF MEMORANDUM – 6 – VOLUNTARY EARLY OUT PROGRAM

1 DOR

2  
3 Tim Klima  
4 Airline Coordinator  
5 Transportation Department IAMAW

6  
7 Mike Mayes  
8 International Administrative Vice President  
9 Transport Workers Union of America

10  
11 Voluntary Early Out Program  
12

13 In the event of a headcount overage or the need for a reduction in force which occurs  
14 after ratification of a new JCBA for the combined LUS-LAA Association membership,  
15 the Company will offer active employees and employees on authorized Union Leave of  
16 Absence the opportunity to participate in a Voluntary Early Out Program as follows:  
17

18 • Employees must have a minimum of fifteen (15) years of service to participate  
19 and have otherwise been unaffected by the reduction.  
20

21 • The maximum number of VEOPs (Voluntary Early Outs) offered in a location,  
22 classification and bid area / duty assignment will be at a minimum, as  
23 determined by the Company, equivalent to the number of reductions in that  
24 location, classification and bid area / duty assignment  
25

26 • Employees awarded a VEOP will receive a lump sum payment of \$22,500.00  
27 within thirty days of the employees release date and lose all rights to any recall  
28 and their seniority will be forfeited  
29

30 • In addition to lump sum payment, employee will receive any severance  
31 allowance as outlined in their applicable TWU/IAM Association agreement(s).  
32

33 This Lump sum payment will not have any impact on any Sick Leave Buy Back  
34 provisions in any of the Association Collective Bargaining.  
35

36 Sincerely,

37  
38 James B. Weel  
39 Managing Director – Labor Relations  
40

41  
42 Agreed to:

43  
44 Tim Klima  
45 Airline Coordinator  
46 Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America

LETTERS OF MEMORANDUM

LETTERS OF MEMORANDUM – 7 – ORDERING PARTS

1 Date: DOR

2  
3 Tim Klima  
4 Airline Coordinator  
5 Transportation Department IAMAW

6  
7  
8 Mike Mayes  
9 Air Division Director  
10 Transport Workers Union of America

11  
12 During the recent negotiations the parties discussed different technological opportunities  
13 available for the ordering of part; specifically Crew Chiefs, AMT's and other non-MLS  
14 Association employees, ordering parts and the Company's integration to an inventory  
15 system which makes this possible.

16  
17 For example, electronic tablet technology is being utilized by the AMT on an aircraft to  
18 order a part from Stores. The electronic order is then process by the Stores and/or  
19 Planner AOG-MCU personnel as their responsibilities are described in the collective  
20 bargaining agreement.

21  
22 If this letter accurately reflects the agreement of the parties, please indicate by signing  
23 below.

24  
25  
26 Sincerely,

27  
28  
29  
30 James B. Weel  
31 Managing Director – Labor Relations  
32 American Airlines, Inc.

33  
34  
35 Agree and Concur:

36  
37  
38 Tim Klima  
39 Airline Coordinator  
40 Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America

LETTERS OF MEMORANDUM – 8 – VACATION LUMP SUM PAYMENT

1 March 4, 2020

2  
3  
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  
14 Vacation Lump Sum Payment

15  
16  
17 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.

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

26  
27  
28 Sincerely,

29  
30  
31 James B. Weel  
32 Managing Director – Labor Relations  
33 American Airlines, Inc.

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

34  
35 Agreed to:

36  
37  
38 Tim Klima  
39 Airline Coordinator  
40 Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union

LETTERS OF MEMORANDUM – 9 – RETIREMENT FROM INACTIVE STATUS

1 Date: DOR

2  
3 Tim Klima  
4 Airline Coordinator  
5 Transportation Department IAMAW

6  
7 Mike Mayes  
8 Air Division Director  
9 Transport Workers Union of America

10  
11  
12  
13 During the recent round of negotiations the issue concerning employees retiring from  
14 inactive service was discussed. This letter is to confirm that the Company discontinued  
15 the practice which required Association Related employees, who are on the seniority  
16 roster but not on the active payroll, to return to work for at least one day prior to retirement  
17 in order to be eligible for retirement benefits, e.g., flight and medical/dental.

18  
19  
20  
21 Sincerely,

22  
23  
24  
25 James B. Weel  
26 Managing Director – Labor Relations  
27 American Airlines, Inc.

28  
29  
30 Agree and Concur:

31  
32  
33 Tim Klima  
34 Airline Coordinator  
35 Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union

LETTERS OF MEMORANDUM – 10 – ROTATION OF DAYS OFF

1 October 17, 2017

2  
3 Mr. Tim Klima  
4 Airline Coordinator  
5 Transportation Department  
6 IAMAW

7  
8 Mr. Mike Mayes  
9 Air Transport Division Director  
10 Transport Workers Union of America, AFL-CIO

11  
12 Rotation of Days off

13  
14 During the 2016-17 Joint Collective Bargaining Agreement (JCBA) negotiations, the Company  
15 agreed that at those Line maintenance stations and classifications that have been utilizing the  
16 rotation of days off as of November 8, 2016 (see below), will continue to do so. Both  
17 management and the union preserve the right to discontinue the rotation of days off, so long as  
18 it provides at least sixty (60) days' notice, prior to the next scheduled rebid, to the Local Union.

19  
20 Stores

21 ORD – Except FISTI, 2<sup>nd</sup> floor Main Stock Room and Shipping/Receiving

22  
23 Aviation Maintenance Group

24  
25 DFW – Avionics  
26 MIA – AMTs and Avionics  
27 ORD – AMTs and Avionics (except for the 737 blade crew and line mx support shop employees)  
28 JFK – AMTs and Avionics  
29 LGA – Avionics  
30 SAT – AMTs  
31 RDU – AMTs  
32 EWR – AMTs

33  
34 GSE/Facility Maintenance Group

35  
36 JFK - GSE

37  
38 If the above accurately reflects your understanding of the parties' agreement, please indicate by  
39 signing below. If you should have any questions please call me.

40  
41 Sincerely,

42  
43 James B. Weel  
44 Managing Director – Labor Relations  
45 Agreed to:

46  
47 Tim Klima  
48 Airline Coordinator  
49 Transportation Department  
50 IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America, AFL-CIO

LETTERS OF MEMORANDUM

# LETTERS OF MEMORANDUM – 11 – 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) the number of hours in their compensatory time, vacation, or sick bank, or (ii) twenty (20) hours for part-time employees and forty (40) hours for full-time employees.

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

Sincerely,

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

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

Agreed to:

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Administrative Vice President  
Transport Workers Union

LETTERS OF MEMORANDUM

LETTERS OF MEMORANDUM – 12 – STORES DRIVING AT JFK

1 May 25, 1974

2  
3 William G. Linder  
4 International Vice President  
5 Transport Workers Union of America, AFL-CIO  
6 1980Broadway  
7 New York, New York 10023

8  
9 Re: Stores Truck Driving at JFK Airport

10 Mr. Lindner:

11 During the negotiations leading to the current agreement, the issue of Stores truck  
12 driving at John F. Kennedy International Airport was discussed at a meeting between the Union  
13 (represented by R. Cheifetz, J. Vitti and M. Andreo) and the Company (represented by B. Kreder,  
14 J. Cassin and H. Antosh). This letter confirms the agreement reached at that meeting for general  
15 rules to provide guidance for both parties concerning the handling of Stores truck driving at Kennedy  
16 under present conditions.

17  
18 The following general rules were agreed upon:

19  
20 1. Routine Deliveries - Where the time element is not a factor, an AA truck will be  
21 used with an AA driver.

22  
23 2. Where Time Element Is A Factor - and rapid delivery of material is essential to  
24 timely repair or return to service of aircraft or ground equipment, then the fastest means  
25 possible (such as helicopter) will be used.

26  
27 3. It is agreed that one in-service truck will always remain at JFK to support  
28 requirements of the operation and that this may necessitate occasional variance from the  
29 above procedures. It is also agreed that the Company will make every effort to rent a vehicle  
30 if necessary to comply with the above procedures.

31  
32 The above procedures apply to deliveries from JFK to EWR, LGA, or any other location supported  
33 by JFK. Meetings will be conducted with JFK Stores Supervisors, Stock Clerks, TWU officials and  
34 AA Management to discuss these procedures in detail and assure complete understanding and  
35 compliance.

36  
37 This letter does not eliminate any of the previous agreements that affect any Stores practice  
38 not specifically identified in this letter.

39  
40 Very truly yours,

41  
42 B. O. Spurlock,  
43 Jr. Director  
44 Employee Relations  
45