



TENTATIVE AGREEMENT

between

AMERICAN AIRLINES

and

TWU/IAM AIRLINE MECHANIC & RELATED EMPLOYEE ASSOCIATION

covering

AVIATION MAINTENANCE TECHNICIANS,  
PLANT MAINTENANCE EMPLOYEES, PLANNERS, QUALITY ASSURANCE AND  
TECHNICAL DOCUMENT SPECIALISTS

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.

A handwritten signature in black ink, appearing to read "Sito Pantoja".

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

A handwritten signature in black ink, appearing to read "Alex Garcia".

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-7422 as the TWU/IAM Mechanics  
6 Association, ("Association" or "Union").

## **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  
20 of Labor Relations (or his/her designee) and the Director of the Association (or  
21 his/her designee). Letters of Agreement (LOA), Letters of Understanding (LOU)  
22 and Memoranda of Understanding (MOU) that have not specifically been agreed  
23 to in the negotiation of this Agreement shall become null, void and not enforceable  
24 as of the effective date of this Agreement.



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

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

## **ARTICLE 5 - TRANSPORTATION**

- 1
- 2 A. Employees covered by this Agreement and their immediate families will be granted
- 3 the same transportation privileges on the Company's system as may be established
- 4 by Company regulations for all personnel.
- 5
- 6 B. Union business travel will be provided pursuant to Company policy.
- 7

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

Pursuant to the National Mediation Board's May 19, 2015 certification in NMB Case No. R-7422, the Company recognizes the Airline Mechanic and Related Employees Association TWU/IAM (the "Association") as the exclusive and sole collective bargaining agent with respect to rates of pay, rules, and working conditions for employees of American Airlines, Inc. within the United States, its territories and possessions, covered under this Agreement as described in Classifications, Article 7.

A. Except as otherwise provided for in this Article, all aircraft maintenance work, facilities maintenance work, and ground service equipment maintenance work on aircraft, ground equipment, and facilities performed for the Company is recognized as covered work under this Agreement and shall be performed by employees on the Association master seniority list(s). The Company agrees that the work described in Classifications, Article 7 and the following described work, wherever performed, comes within the jurisdiction of the Association, and is covered by this Agreement, including but not limited to:

1. The making, assembling, erecting, dismantling, and repairing of all machinery, mechanical equipment, engines and motors of all description, including all work involved in dismantling, overhauling, repairing, fabricating, assembling, welding, touch up painting, shot peening and erecting, testing, inspecting all parts of airplanes, airplane engines, avionics equipment, electrical system, heating system, hydraulic systems, radios, components, de-fueling, oiling, replenishing hydraulic and other fluids, accessories, furnishings and equipment and machine tool work in connection therewith, including all maintenance, construction and inspection work in and around all shops, hangars, buildings, and including the servicing, cleaning and polishing of airplanes and parts thereof, and the servicing and handling of all ground equipment performed in and about Company maintenance shops, maintenance bases, aircraft base maintenance bases, and line service/maintenance stations; and
2. The servicing, maintaining, and repairing of tools and equipment, including hand tools, power tools, machine tools, and mobile equipment provided by the Company for the use of employees covered by this Agreement in the performance of their work and, when assigned by the Company, those tools and equipment provided by the Company for the use of employees not covered by this Agreement, including such work as fabricating, repairing, assembling, disassembling, testing, inspecting, fueling, oiling, and cleaning; and
3. The servicing, maintaining, and repairing of ground radio equipment (except on-the-job service, repairs, and installation of ground radios), including such work as fabricating, repairing, assembling, disassembling, testing, and inspecting.

B. Except as otherwise provided for in this Article, the scope of work for Aircraft Maintenance Planners, Senior Aircraft Maintenance Planners, Quality Assurance Auditors, Senior Quality Assurance Auditors, Technical Documentation Specialists,

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

1 Senior Technical Documentation Specialists, and Senior Bill of Work/EO/AD Planners  
2 is as described in Article 7 (Classifications).  
3

4 C. When ground equipment fueling is not subcontracted, it will not be deemed a violation  
5 of the Agreement for a Company employee to fuel the equipment he is operating.  
6 There shall be no increase of the subcontracting of such fueling work beyond what  
7 exists at DOR.  
8

9 D. It is understood that the Company reserves the right to continue to return to the  
10 manufacturer or its authorized agent, parts and subassemblies for repair or  
11 replacement that cannot be repaired on the property due to lack of equipment or  
12 because of warranty.  
13

### **Outsourcing of Aircraft, Engine and Component Base Maintenance**

14  
15

16 E. At a minimum, the Company will perform base maintenance work in CLT, PIT, TULE  
17 and DWH, except for the exclusions provided in this section. As to PIT, the  
18 Company will continue to perform base maintenance work at PIT for five (5) years  
19 from DOR, provided that the number of Base Aviation Maintenance Group  
20 employees (consisting of Crew Chief and Tech Crew Chief Aviation Maintenance  
21 Technicians, Aviation Maintenance Technicians, Inspectors, Overhaul Support  
22 Mechanics, Crew Chief Cleaners and Cleaners) at PIT is fifty (50) or more. If at any  
23 time during the five-year period following DOR the number of Base Aviation  
24 Maintenance Group employees at PIT drops below fifty (50) employees, the  
25 Company may discontinue all base maintenance work at PIT. In addition, at any  
26 time after five (5) years from DOR, the Company may discontinue all base  
27 maintenance work at PIT regardless of the number of Base Aviation Maintenance  
28 Group employees at PIT.  
29

30 DWH will be considered a hybrid base maintenance station with the following  
31 conditions: (1) DWH-based aircraft overhaul and direct support shop employees as  
32 described in Section F of this Article will continue to be applied to the Base minimum  
33 headcount and outsourcing cap formula set forth in Section F of this Article; (2) the  
34 Company may schedule up to twenty-five thousand (25,000) Man Hours of  
35 scheduled line maintenance work to be performed at DWH on an annual basis which  
36 will not apply to the Base Maintenance insourced man-hours as described in Section  
37 F of this Article.  
38

39 F. Company base maintenance employees will perform at least fifty (50%) percent or  
40 greater of all aircraft overhaul and modification base maintenance work, inclusive of  
41 narrow and wide-body aircraft, as follows: On an annualized basis, for every billable  
42 hour of work by aircraft base maintenance vendors performing Company overhaul and  
43 modification base maintenance work; modification work; scheduled drop-in  
44 maintenance; and any drop-in maintenance relating to fuselage damage or any other  
45 damage, there will be an equal or greater number of paid hours to Company base  
46 maintenance employees. This includes Crew Chief and Tech Crew Chief Aviation

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

Maintenance Technicians, Aviation Maintenance Technicians, Inspectors, Overhaul Support Mechanics, Crew Chief Cleaners and Cleaners assigned to base maintenance in aircraft overhaul, modification and direct support shops as set forth in Section I of this Article below.

1. In making this calculation:

- a. Livery work may be outsourced and the vendor's billable hours do not count as overhaul and modification base maintenance work, but other work performed by the vendor during the livery visit may be outsourced and the billable hours for such other work count as overhaul and modification base maintenance work.
- b. Warranty work may be performed by the OEM or its contract agent and the vendor's billable hours do not count as overhaul and modification base maintenance work.
- c. Aircraft lease return maintenance visits may be outsourced and the vendor's billable hours will count as overhaul and modification base maintenance work.
- d. Aircraft line maintenance work performed by base maintenance employees, including phase checks and lower level checks above a transit/daily check (e.g., A & B checks, service checks (SC), periodic service checks (PS) or an equivalent check by another name, and any unscheduled drop-in maintenance), will not count as overhaul and modification base maintenance work.

2. If the vendor billed hours in any calendar year exceed fifty (50%) percent of the total combined vendor billed hours and the Company overhaul and modification base maintenance paid hours, such deficit hours will be added to the subsequent calendar year required Company overhaul and modification base maintenance paid hours.

3. The Company shall maintain a systemwide minimum headcount of two thousand six hundred (2,600) active base maintenance employees (which includes Crew Chief and Tech Crew Chief Aviation Maintenance Technicians, Aviation Maintenance Technicians, Inspectors, Overhaul Support Mechanics, Crew Chief Cleaners and Cleaners) assigned to base maintenance in aircraft overhaul, modification and direct support shops (as set forth in Section I of this Article) across its active maintenance bases.

G. The Company may elect to insource or outsource the maintenance, repair, servicing, overhaul, inspection or modification of aircraft engines and auxiliary power units (APUs). The Company, however, will continue to insource the work to be performed on the JT8D-200, CF6-80C2, CFM56-7B, and CFM56-5B engine types and the 131-

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

1 9B, 36-280/DHF, and 331-500 APU's consistent with current practices as of DOR for  
2 as long as the Company continues to use such engines and APU's.

3  
4 H. The Company may elect to insource or outsource the maintenance, repair, servicing,  
5 overhaul, inspection or modification of aircraft components; the servicing, maintaining,  
6 and repairing of tools and equipment; and the servicing, maintaining, and repairing of  
7 ground radio equipment. The Company, however, shall maintain a minimum  
8 headcount (excluding those employees working in Section I below) of active  
9 component shop employees equal to at least twenty percent (20%) of the active  
10 employees across the system who are working in the aircraft overhaul, modification  
11 and direct support shops as set forth below in Section I In making this calculation, the  
12 Company shall include Crew Chief and Tech Crew Chief Aviation Maintenance  
13 Technicians, Aviation Maintenance Technicians, Inspectors, Overhaul Support  
14 Mechanics, Crew Chief Cleaner, and Cleaner employees working in aircraft overhaul,  
15 modification and such shops listed below in Section I of this minimum required group  
16 of active component shop employees, however, at least forty percent (40%) will be  
17 Aviation Maintenance Technicians.

18  
19 I. In making the calculation provided for in Section H of this Article:

- 20  
21 1. The headcount included for aircraft overhaul and modification will be those  
22 employees assigned to the aircraft overhaul, modification and special visit docks  
23 at all maintenance bases.  
24  
25 2. The headcount included for aircraft overhaul direct support shops will be those  
26 employees assigned to the following shops wherever located, including but not  
27 limited to TULE (these shop names are effective July 2018 and any change will be  
28 communicated to the Association prior to inclusion in the calculation methodology):

- 29  
30 • Plastics  
31 • Composite Repair Center  
32 • Paint and Fiberglass  
33 • Lavatory & Galley  
34 • Seats  
35 • Floorboard  
36 • Cleaning  
37 • Exteriors (Structures, Flight Controls, Thrust Reversers)  
38 • Hose, Tube & Cable  
39 • Duct  
40 • Interior (Sidewalls, Reveals, Shells)  
41 • Manufacturing  
42 • AO Mill

### Line Maintenance

43  
44  
45 J. The Company, at a minimum, will maintain 26-line maintenance stations, staffed on  
46

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

all three basic shifts, and will utilize line maintenance AMTs covered by this Agreement at the following stations: BOS, CLT, DCA, DFW, JFK, LAX, LGA, MIA, ORD, PHL, PHX, SFO, and STL and at least thirteen (13) other stations as determined by the Company. The Company may transfer or assign non-powered work performed by Line Maintenance to GSE at these locations where applicable. The Company agrees it will not close any of the thirteen (13) named stations above, unless all mainline flying ceases permanently at such station. In the event of the closure of any such named station, the Company shall, in consultation with the Association, designate an additional station for coverage by this Article J Prior to closing or opening any other station covered by this Section J, the Company will meet and confer with the Association.

1. At locations covered by this Section J and any other line maintenance location where the Company utilizes AMTs, when an out of service aircraft is in need of towing to an aircraft maintenance hangar or other non-terminal location for purposes of maintenance, such towing will be performed by AMTs, including brake riding and connecting ground power and ground start units at the hangar.

2. Any aircraft to be moved from the gate or terminal area to the hangar area or hangar hardstand, for aircraft maintenance purposes, shall have an AMT in the cockpit riding brakes, unless an AMT is unavailable.

3. All other towing, including brake riding, may be performed by any qualified Association member as directed by the Company.

K. Scheduled line maintenance work will not be performed at locations not covered by Section J above; however, unscheduled aircraft maintenance required to immediately return an aircraft to service may be performed by a vendor at locations not covered by Section J.

L. Scheduled line maintenance work may be performed while an aircraft is in a scheduled heavy Base Maintenance check or at a Company facility during a scheduled aircraft modification visit. Only time sensitive open items required to place an aircraft back into service during the duration of any aircraft modification can be completed at non-Company locations.

M. At locations in Hawaii, a vendor may perform ETOPS checks as required and may perform MEL/NEF applications and required clearances.

N. The following work may be performed by employees covered by this Agreement or a vendor:

1. Automated operating software and/or content uploads and/or downloads associated with inflight entertainment and connectivity (IFEC) or other aircraft systems with similar capabilities may be accomplished from a remote location; provided that when the aircraft logbook must have a documented record of such

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

work, an AMT covered under this agreement shall perform the documentation task.

2. Line maintenance warranty work may be performed by the OEM at an outsourced facility or by Association represented employees on the American Airlines property. If the warranty terms require the OEM to perform such work on American Airlines property, the Company will assign an appropriate number of AMTs, covered by this Agreement to provide support.

3. Repair of fuel tank leaks and other out of service conditions that require fuel tank entry in line maintenance facilities may be outsourced to a vendor; provided, however if outsourced to a vendor, the vendor must provide its own tools and equipment. Employees covered under this Agreement will not be required to assist the vendor in any fuel tank repair or parts build-up.

O. Aircraft cleaning at line maintenance stations, including exterior cleaning/washing of aircraft, may be performed by employees covered by this Agreement or a vendor. In Line Maintenance Stations where this work is being performed by employees covered under this agreement on DOR, such work will continue to be performed until such employees transfer or leave the Company.

P. At all international locations, the Company may use vendors or other non-management Company employees to perform scheduled line maintenance work, subject to the following limitations:

1. Such maintenance will be scheduled in conjunction with the scheduled ground time in the course of revenue passenger flying;

2. The Company will not ferry aircraft to an international location for the purpose of performing scheduled line maintenance work; and

3. The percentage of annual scheduled international line maintenance work shall not exceed eleven percent (11%) in years one (1) through three (3) following DOR and twelve percent (12%) in all future years.

The calculation of the percentage of outsourced work shall be measured as follows:

1. Association headcount x 2,080 x 0.11 (Years 1-3) or 0.12 (Years 4+) = Permitted International Outsourced Hours.

2. For purposes of this calculation:

“Association headcount” shall include Aviation Maintenance Technicians, Crew Chief- Aviation Maintenance Technicians, Technical Crew Chief-Aviation Maintenance Technicians, and Inspectors only working in Line Maintenance.

“Permitted International Outsourced Hours” shall include the international Company and vendor man hours (equivalent of domestic Aviation Maintenance



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

1 Technician, Crew Chief- Aviation Maintenance Technician, Technical Crew  
2 Chief-Aviation Maintenance Technician, and Inspectors only working in Line  
3 Maintenance). If the percentage of outsourced work in any year exceeds the  
4 allowable percentage under this provision, the resulting number of manhours by  
5 which the Company exceeds the allowable percentage shall be deducted from  
6 the following year's allowable total number of manhours. If an overage occurs  
7 in consecutive years, two times the number of deficit manhours that occurred in  
8 the consecutive year shall be deducted from the following year's allowable total  
9 number of manhours.

### Facilities Maintenance:

#### Scope of Facilities Maintenance Work at Airport Terminals

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11  
12  
13  
14  
15 Q. The scope of work to be performed by employees covered by this Agreement at the  
16 BOS, DFW, JFK, LAX, MIA, and ORD Line Station airport terminals is maintaining,  
17 repairing, and servicing of bag systems, carousels, jet bridges, pre-conditioned air,  
18 and KVA units to the extent that the Company maintains control of such operational  
19 equipment. All other plant maintenance work at the terminal will be as determined  
20 by the Company.

#### Scope of Facilities Maintenance Work at Maintenance Bases

- 21  
22  
23  
24 R. The scope of work to be performed by employees covered by this Agreement at the  
25 CLT, DWH, PIT and TULE base locations is maintaining, repairing, and servicing  
26 hangar infrastructure and docking, machinery, powerplants, and wastewater to the  
27 extent that the Company maintains control of such facilities and equipment. The  
28 Company will assign skill specific work based upon the needs of service to  
29 employees covered by this Agreement or the Company may utilize a vendor to  
30 perform this work. Skill specific work may include work performed by carpenters,  
31 plumbers, and electricians, and electronics, lock and key, HVAC, millwright,  
32 stationary operating engineer, hazardous waste, wastewater treatment, and welding.  
33 The assignment of skill specific work is based upon trade, however, nothing  
34 precludes Plant Maintenance employees from assisting another trade to meet the  
35 needs of the Company. The Company may outsource concrete, fencing, painting  
36 and major carpentry projects at TULE.

37  
38 The Company retains the right to outsource non-routine work or in such  
39 cases where the existing skills, facilities or equipment are not sufficient.  
40

#### Scope of Facilities Maintenance Work at Airport Hangars

- 41  
42  
43 S. The scope of work to be performed by employees covered by this Agreement at CLT,  
44 DFW, JFK, LAX, LGA, MIA, ORD, PHL, and PHX hangars is maintaining, repairing,  
45 and servicing hangar infrastructure and docking, machinery, and powerplants to the  
46 extent that the Company maintains control of such facilities and equipment.

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

### **Scope of Facilities Maintenance Work at Other Locations**

- T. At any location not listed above in sections Q, R and S of this Article, or with respect to any work not described, the scope of work for Facilities Maintenance will be determined by the Company. Such work may be performed by Facilities Maintenance employees covered by this Agreement or by vendors.

### **Ground Support Equipment (GSE) Maintenance**

- U. In BOS, CLT, DFW, DWH, JFK, LAX, LGA, MIA, ORD, PHL, PIT, PHX, SFO and TULE, all ground support equipment maintenance will be performed by employees covered by this Agreement. The Company will retain the necessary manpower, equipment, tooling, facilities and other resources in these locations in order to continue to perform such GSE maintenance. The scope of work covered by the terms of this Agreement, however, does not include major overhaul or repair of engines/transmissions or painting of the equipment, or any other work for which the Company lacks the equipment, skills or facilities.

The Company shall not use vendors to perform major overhaul or repair of engines/transmissions or painting of equipment at any of the named fourteen (14) GSE station locations except that GSE warranty work may be performed by the OEM at such locations. The Company does not intend, however, to permanently staff vendors at such locations. If warranty work is performed by the OEM at any of the named fourteen (14) GSE station locations, the Company will assign an appropriate number of GSE Mechanic(s) covered by this Agreement to provide support.

If the Company ceases mainline flying at any of the fourteen (14) named stations, the Company shall, in consultation with the Association, designate an additional station for coverage under this Article.

- V. In locations other than listed in paragraph U above, ground support equipment maintenance may be performed by GSE employees covered by this Agreement or by a vendor.

### **Miscellaneous**

- W. The Company, no later than February 15th of each year, will provide to the Association and/or the Association's advisor, documentation necessary to verify the Company's compliance with the outsourcing provisions of this Article. This documentation shall include a summary of the previous calendar year's base maintenance paid hours and vendor airframe base maintenance billed hours, and on an ongoing basis (no later than six (6) weeks following the end of the month), a summary of the previous month's base maintenance vendor's billable hours including tail numbers of the aircraft. No later than forty-five (45) days following the end of each quarter, the Company shall

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

also provide the Association a summary of AMT labor hours for both the Association represented AMTs as well as for the international scheduled line maintenance work, whether performed by a Company employee or vendor. In addition, no later than forty-five (45) days following the end of each quarter, the Company shall also provide the Association a summary of the monthly scheduled line maintenance work performed at DWH, measured in manhours.

X. The time limit for grievances under this Article will be one-hundred and twenty (120) days from the date that the Union discovers or reasonably should have discovered the claimed violation.

Y. A review committee consisting of equal numbers of Company and Association representatives, with a maximum of four (4) members each, shall meet at least quarterly for the purpose of discussing the Company's current practice and future plan for contracting aircraft, GSE and Facility maintenance work.

Z. The Company may return to the manufacturer or its authorized agent, parts and subassemblies for repair or replacement that are under warranty.

AA. The work to be performed by employees covered by this Agreement does not include related indirect work performed by employees such as supervisors, management specialists, managers, analysts, professional employees, flight crews, dispatchers, office and clerical employees, agents, clerks, production assistants, staff assistants, and skycaps.

BB. If a Technical Document Specialist project arises that requires immediate or time sensitive attention, the Company will meet with the Union to discuss how the project will be handled, which may include contracting out some or all of the project depending on the manpower and time required to complete the project. No Technical Document Specialists can be reduced during the time any work is contracted out. It is not the intent of the Company to circumvent the scope of work or not properly staff the position(s) to avoid performing covered work under normal circumstances. This provision is only to be utilized during a situation that may arise that is unforeseen or is not capable of being performed with existing staff that requires immediate or time sensitive attention.

CC. Supervisory personnel may perform Quality Assurance work when required to meet the needs of service when Quality Assurance Auditors are not immediately available to perform such duties or to evaluate the initial scope and details of a non-conformance issue or as needed for urgent or sensitive high-level events.

DD. Supervisory personnel may perform Planner/Technical Documentation work when required to meet the needs of service when Planner/Technical Documentation Specialists are not immediately available to perform such duties.

EE. The types of maintenance audits being conducted by Quality Assurance Auditors as

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

of DOR will continue to be accomplished by Quality Assurance Auditors. The types of audits being conducted by other Company employees and/or vendors as of DOR may continue to be accomplished by other Company employees and/or vendors.

FF. Bill of Works/Decks for vendor heavy maintenance overhaul will continue to be built by Base Maintenance Planners.

GG. When an aircraft that is owned and/or operated by American Airlines, Inc. is engaged in a charter flight off the Company system, the Company shall not schedule maintenance at locations where the Company does not have AMTs covered by this Agreement and major problems shall be handled by sending Association represented employees covered by this Agreement from an appropriate field trip list unless prohibited by local laws.

### **Job Protection**

#### **HH. System Job Protection**

1. For the life of this Agreement, no active employee or employee on a Company approved leave of absence who is covered by this Agreement and whose name appears on the Association master seniority list(s) on the date of ratification of this Agreement will be laid off to the street provided the employee exercises his seniority to the fullest extent in accordance with Article 12 - Recall.
2. This provision does not guarantee Crew Chiefs protection to the Crew Chief classification but does provide protection to the basic classification.
3. System job protection shall not apply in circumstances where the Company's non-compliance is caused in substantial part by conditions beyond the Company's control. Conditions beyond the Company's control shall include, but not be limited to: (1) an act of God; (2) a strike by any other Company employee group or the employees of a commuter air carrier operating pursuant to an authorized codeshare arrangement with the Company; (3) a national emergency; (4) involuntary revocation of the Company's operating certificate(s); (5) grounding of a substantial number of the Company's aircraft; (6) a reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands; and (7) the unavailability of aircraft scheduled for delivery. Item number (7) may only be triggered if the delay of delivery of aircraft adversely impacts the operation such that the Company is required to reduce flying, necessitating a reduction in force. The duration of any reduction in flying will be a consideration before any reduction in force under this section.

#### **II. Station Job Protection**

1. For the life of this Agreement, the Company will provide station job protection to

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

all employees covered by this Agreement whose name appears on the Association master seniority list(s) and who are active or on a Company approved leave of absence as of the date of ratification of this Agreement. Station job protection will apply to the station and basic classification that the employee holds on the date of ratification of the Agreement or in a station where an employee transfers, bids or bumps into and there is an more junior station protected employee, in the same classification, working in an active position on the station seniority list.

2. This provision does not guarantee Crew Chiefs station protection to the Crew Chief classification but does provide station protection to their basic classification.
3. Station job protection will not apply in the event that all scheduled American Airlines, Inc. flight operations cease at a station for a period of not less than one (1) year from the cessation of flights. Station job protection shall also not apply in circumstances where the Company's non-compliance is caused in substantial part by conditions beyond the Company's control as set forth above in Section HH (3) above.

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

JJ. If a station is closed due to cessation of all flight operations that is not due to circumstances beyond the Company's control as defined in Paragraph HH c. above, and during the one (1) year period thereafter, the Company re-commences flight operations it shall re-staff such station with employees covered by this Agreement, and the following process will apply. Employees who had station protection at that station at 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 (1) 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 (1) 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**

KK. If, due to conditions beyond the Company's control as defined in Paragraph HH (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

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

1 or manpower at such station is increased employees covered by this Agreement shall  
2 be recalled and the following process will apply. Employees who had station  
3 protection at that station at the time of closing or reduction shall be offered on a one-  
4 time basis, the first opportunity to fill covered positions in classification seniority order.  
5 If an employee offered such a position accepts and is returned to work at that station  
6 during the duration of this Agreement, such employee shall have his original station  
7 protection reinstated. If an employee offered such a position declines, such employee  
8 will remain in the status and location the employee occupies at that time and any future  
9 openings at such station will be filled using the Recall and Filling of Vacancies articles  
10 in this Agreement (Articles 12 and 9).  
11

### **Parallel Operations**

- 12  
13  
14 LL. If the Company establishes any new airline or acquires a controlling interest in any  
15 carrier, which operates jet aircraft, and mainline pilots on the American Airlines, Inc.  
16 pilot seniority list perform revenue flying utilizing such aircraft, then all covered aircraft  
17 maintenance work on such aircraft shall be performed by employees covered by this  
18 Agreement in accordance with the provisions of this Article.  
19  
20 MM. If the Company allows its code to be placed on any flight and the flight utilizes jet  
21 aircraft and mainline pilots on the American Airlines, Inc. pilot seniority list perform  
22 revenue flying utilizing such aircraft, then all covered aircraft maintenance work on  
23 such aircraft shall be performed by employees covered by this Agreement in  
24 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. Aviation Maintenance Group
  - 5
  - 6 2. Ground Support Equipment (GSE)/Facilities Maintenance Group
  - 7
  - 8 3. Operations Maintenance Group
  - 9
- 10 B. The classifications included in the Aviation Maintenance Group will be as follows:  
11
- 12 1. Inspector (Premium)
  - 13
  - 14 2. Crew Chief - Aviation Maintenance Technician (Premium)
  - 15
  - 16 3. Technical Crew Chief – Aviation Maintenance Technician (Premium)
  - 17
  - 18 4. Aviation Maintenance Technician- AMT (Basic Classification for 1,2,3 above)
  - 19
  - 20 5. Interior Mechanic (Basic Classification for 1,2,3 above)
  - 21
  - 22 6. Overhaul Support Mechanic
  - 23
  - 24 7. Crew Chief Cleaner (Premium)
  - 25
  - 26 8. Cleaner (Basic Classification for 7 above)
  - 27
- 28 C. The classifications included in the GSE/Facilities Maintenance Group will be as  
29 follows:  
30
- 31 1. Crew Chief – GSE/Facilities (Premium)
  - 32
  - 33 2. Technical Crew Chiefs– GSE/Facilities (Premium)
  - 34
  - 35 3. Maintenance Mechanic - GSE/Facilities (Basic Classification for 1,2 above)
  - 36
  - 37 4. Maintenance Support Person - GSE/Facilities
  - 38
- 39 D. The classifications included in the Operations Maintenance Group will be as  
40 follows:  
41
- 42 1. Senior Quality Assurance Auditor (Premium)
  - 43
  - 44 2. Senior Aircraft Maintenance Planner (Premium)
  - 45
  - 46 3. Senior Technical Documentation Specialist (Premium)

## **ARTICLE 7 – CLASSIFICATIONS**

4. Senior Bill of Work/EO/AD Planner (Premium)

5. Quality Assurance Auditor (Basic 1 above)

6. Aircraft Maintenance Planner (Basic 2 above)

7. Technical Documentation Specialist (Basic 3 above)

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

1. Since the work of handling fire extinguishing equipment, when an aircraft is in a station, has not been incorporated in any of the classification descriptions set forth in this Article and since employees in several classifications covered by this Agreement and the Fleet Service Agreement have been and are performing the above described work, it shall remain unclassified work which may be performed by employees in all classifications covered by this Agreement and the Fleet Service Agreement in stations to which they are assigned.

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

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



## **ARTICLE 7 – CLASSIFICATIONS**

- 1 1. Should it become necessary to increase the number of employees in a Crew  
2 Chief classification to meet the requirements of the paragraph above, the  
3 additional Crew Chief jobs will be posted immediately. The Company will post  
4 the jobs for a station or stations as it deems necessary for the operation. The  
5 chart below shows the appropriate non-bid classification for each Crew Chief  
6 classification in this Agreement. However, the Company reserves the right to  
7 have any Crew Chief supervise employees in a lateral or lower non-bid  
8 classification than himself. The parties understand that these changes are not  
9 intended to alter in any way the historical relationship between management  
10 supervisors and Union represented Crew Chiefs with respect to Crew Chief job  
11 functions or duties.  
12  
13  
14  
15  
16  
17

Crew Chief Classification	Appropriate Basic Classification(s)
Crew Chief – Aviation Maintenance Technician	Aviation Maintenance Technician, Overhaul Support Mechanic, and Interior Mechanic
Crew Chief – Cleaner	Cleaner
Crew Chief – GSE/Facilities	Maintenance Mechanic - GSE/Facilities Maintenance Support Person - GSE/Facilities

- 18  
19 2. An employee who worked in a classification having the same or a lower hourly  
20 rate than his own classification will continue to receive his base hourly rate.  
21

### **G. Inspector**

- 22  
23  
24 1. The work of an Inspector will consist of, but not be limited to, the overhaul  
25 inspection of aircraft (including power plant), but in connection with major  
26 repairs and overhauls at those locations on the Company's system where such  
27 work is performed.  
28  
29 2. The inspector will be qualified in the duties of his basic classification and will  
30 be capable of performing those duties. The duties will include, but not be limited  
31 to, NDT, borescope inspections, accomplishing receiving inspection of  
32 materials, parts, subassemblies, and initial aircraft inspection at the  
33 Maintenance Bases, Inspectors will not supervise or direct the working force.  
34 Inspectors must be capable of performing inspection work in a satisfactory

## **ARTICLE 7 – CLASSIFICATIONS**

- 1 manner and must hold valid certificates as required by Federal law to fulfill their  
2 duties.  
3
- 4 3. Verify both the airworthiness of aircraft and their components and the quality of  
5 workmanship by individual Aviation Maintenance personnel. These  
6 responsibilities are fulfilled by methods such as scrutinizing a part, unit,  
7 assembly, section, system, or area critically and in detail with the help of  
8 inspection aids, by subjecting them to simulated operating conditions, by  
9 comparing their actual conditions with established standards.  
10
- 11 4. Any checks, inspections, and tests performed by an Inspector may be made  
12 after an aircraft and/or any component has been in service, when Aviation  
13 Maintenance personnel have performed or are performing service, overhaul,  
14 modification, or fabrication operations and have certified their own  
15 workmanship, or prior to the release of an aircraft and/or any component into  
16 service.  
17
- 18 5. Upon request from others, he will make a double-check inspection to assist in  
19 decisions on questionable or airworthiness items and to give technical  
20 assistance and/or interpretations.  
21
- 22 6. In the course of performing this work, he designates equipment, material, or  
23 parts for repair, re-work, replacement, or scrap.  
24
- 25 7. Works according to FAA and Company regulations and procedures and  
26 instructions from his supervisors.  
27
- 28 8. As may apply to work assignments, he uses tools, measuring instruments,  
29 inspection aids, test equipment, and signs mechanical flight releases.  
30 Completes forms connected with work assignments according to established  
31 procedures.  
32
- 33 9. It is understood and agreed that the formulation and distribution of work cards  
34 by Planners to Inspectors will not be considered a violation of this paragraph,  
35 provided such work is confined to the Maintenance Check and Aircraft Base  
36 Maintenance.  
37
- 38 10. In addition to the above duties, may perform the following duties as assigned  
39 such as but not limited to: accomplishing boroblend, cleaning work area and  
40 performing FOD walks.  
41
- 42 H. Crew Chief – Aviation Maintenance Technician  
43
- 44 1. The Crew Chief will be qualified in the duties of his classification and will be  
45 capable of performing those duties. The primary duties of a Crew Chief shall  
46 be the employee who assigns, directs and approves the work of AMTs. Crew  
47 Chiefs may be required to sign for their own work and the work of others in their

## **ARTICLE 7 – CLASSIFICATIONS**

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.

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. A Crew Chief – Aviation Maintenance Technician, who holds the proper licenses and qualifications, may sign mechanical flight releases, airworthiness releases, and perform confirmation checks and general visual inspections.
6. The formulation and distribution of work cards by Planners to AMTs will not be considered a violation of this paragraph, provided such work is confined to the Maintenance Check and Aircraft Base Maintenance. Such formulation and distribution of work cards is not intended to circumvent the assignment of duties by the Crew Chief.
7. A Crew Chief charged by the FAA with a violation(s) of FAR's, on the basis of work that the Company verifies is signed off but not performed by the Crew Chief, then, upon request, the Company will provide assistance, including legal assistance if necessary, to the Crew Chief for the defense of the violation(s)

## **ARTICLE 7 – CLASSIFICATIONS**

and be responsible for the payment of any fine imposed on the Crew Chief; provided that the Company believes that the charges are unjustified and that the Crew Chief should not be fined. Once notified, the Company will consult with the Association Flight Safety Representative's concerning this matter.

8. Management instructions are promptly and correctly complied with.
9. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
10. Works according to FAA and Company regulations and procedures and instructions from his supervisors.
11. In addition to the above duties, may perform the following other duties as assigned such as but not limited to: requesting parts, cleaning work area, performing FOD walks, cleaning of aircraft windshields, connecting/removing ground power and ground start units, pushing out/towing of aircraft, and related guideman functions.

### **I. Technical Crew Chief – Aviation Maintenance Technician**

- 1 The Technical Crew Chief will provide technical assistance, guidance, and training support to the Technical Operations department. In those cases where management determines that the work to be performed requires a level of responsibility equivalent to that of a Technical Crew Chief, an employee in the classification may be assigned to that function even though he has no other employees assigned directly to him. As assigned the Technical Crew Chief will:
  - a. Receive assignments from management;
  - b. Perform and provide technical assistance and guidance in trouble shooting to an employee or employees assigned to him 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;
  - d. Assist in completing forms, delay reports, logbooks, work cards, SAFE entries and related paperwork;
  - e. Perform instruction assignments relating to aircraft systems, structures, avionics, machine tooling and related ground support through on-the-job training (OJT);
  - f. Maintain knowledge of and work with manuals, supply/parts catalogs, minimum equipment lists and general maintenance manuals;

## **ARTICLE 7 – CLASSIFICATIONS**

g. A Technical Crew Chief will not displace an Aviation Maintenance Technician or Crew Chief during the course of the performance of his duties.

2. In addition to the above duties, may perform the following other duties as assigned such as but not limited to: requesting parts, cleaning work area, performing FOD walks, cleaning of aircraft windshields, connecting/removing ground power and ground start units, pushing out/towing of aircraft, and related guideman functions.

### **J. Aviation Maintenance Technician - AMT**

1. The work of an AMT may consist of any and all work generally recognized as AMT work performed on or about an aircraft, including the servicing of the aircraft in or about shops, Maintenance Bases, and buildings but not limited to, mechanical work involved in the dismantling, disassembly, overhauling, repairing, fabricating, assembling, welding, checking, repairing, replacing, testing, adjusting, installing, servicing, and erecting all parts of airplanes, airplane engines, avionics equipment, instruments, electrical systems, heating systems, hydraulic systems, and machine tool work, taxiing or towing airplanes, and/or run-up engines required to maintain the airworthiness of aircraft and all their components while in service, out of service, or while undergoing line maintenance, overhaul and/or modification.
2. Completes forms, utilizing hard copy and electronic media, connected with work assignments according to established procedures and certifies for the quality of his own workmanship, which may include being assigned the task of signing mechanical flight releases and/or airworthiness releases.
3. May have other Aviation Maintenance Technician personnel assigned to work with him, by the Crew Chief, to assist in completing an assignment.
4. In those locations where Material Logistic Specialists (MLS) are staffed but are absent or unavailable at the time, he may chase his own parts. In addition, at Base Locations, may move parts within a work cell to which he is assigned. Such performance of MLS duties shall not circumvent the normal MLS overtime coverage requirements.
5. Works according to FAA and Company regulations and procedures and instructions from a Crew Chief.
6. In addition to the above duties, may perform other duties as assigned, such as, but not limited to: cleaning work area, performing FOD walks, cleaning of aircraft windshields, connecting/removing ground power and ground start units, request parts, pushing out of Aircraft from Maintenance Hangar(s)/towing of aircraft, and related guide man functions.

## **ARTICLE 7 – CLASSIFICATIONS**

### **K. Interior Mechanic**

1. The work of an Interior Mechanic will consist of but not limited to: recovering, replacing and refurbishing of aircraft interiors, (including, seats, carpets, windscreens and sidewalls). When no Interior Mechanic Crew Chief is required, Interior Mechanics will be assigned to a Crew Chief on the same shift, provided that the Crew Chief's ratio is not exceeded.
2. Certifies for the quality of his own workmanship.
3. May have other Interior Mechanic personnel assigned to work with him, by the Crew Chief, to assist in completing an assignment.
4. Works according to FAA and Company regulations and procedures and instructions from a Crew Chief.
5. Completes forms, utilizing hard copy and electronic media, connected with work assignments according to established procedures.
6. In addition to the above duties, may perform other duties as assigned, such as, but not limited to: requesting parts, cleaning work area, performing FOD walks, cleaning of aircraft windshields, connecting/removing ground power and ground start units.

### **L. Overhaul Support Mechanic (OSM)**

1. The work of an Overhaul Support Mechanic classification, depending upon assignment, includes any and all of the following on an individual or isolated work assignment basis:
  - a. Performs semi-skilled work in shops, such as, but not limited to: painting, shot peening, disassembling, reassembling, refurbishing, blasting, lubing, checking and cleaning, repairing, replacing, testing, adjusting, installing, servicing, and fabricating, required to maintain aircraft, engines and components.
2. TULE only: Utilization of the OSM Classification in hangars to accomplish cabin related work on aircraft undergoing maintenance classified as Main Base Visit (MBV), Heavy C and Light C Check work or their equivalent.
  - a. OSM's assigned to cabin work will perform semi-skilled to moderately complex work in the cabin of the aircraft. Such work will include but not be limited to minor structure repairs, wet fiberglass lay-ups, cabin, lavatory, galley and seat removal and repair, removal and installation of aircraft carpets and seat fabrics, cabin window removal, repair, and installation,

## **ARTICLE 7 – CLASSIFICATIONS**

1 floorboard removal and installation, and sidewall and ceiling panel removal,  
2 repair and installation.

3  
4 b. Perform painting, stripping, and taping in hangar operations.

5  
6 3 As may apply to the work assignment, uses equipment and tooling necessary  
7 to complete the job task assigned. Uses protective equipment such as masks,  
8 respirators, gloves, and/or aprons.

9  
10 4 Certifies for the quality of his own workmanship.

11  
12 5 In those locations where Material Logistic Specialists (MLS) are staffed but are  
13 absent or unavailable at the time, he may chase his own parts. In addition, at  
14 Base locations, may move parts within a work cell to which he is assigned.  
15 Such performance of MLS duties shall not circumvent the normal MLS  
16 overtime coverage requirements.

17  
18 6 Works according to FAA and Company regulations and procedures and  
19 instructions from a Crew Chief.

20  
21 7 Completes forms connected with work assignments according to established  
22 procedures.

23  
24 8 The work in the shops referenced herein (Attachment 11.5 of the 2012 TWU  
25 CBA) will remain status quo.

26  
27 9 The number of OSMs at DWH and TULE base maintenance locations shall not  
28 exceed twenty percent (20%) of the total population of Aviation Maintenance  
29 Group employees at each base. The Company may not employ OSMs at base  
30 locations other than DWH and TULE unless mutually agreed to by the  
31 Association.

32  
33 10 In addition to the above duties, may perform other duties as assigned, such as,  
34 but not limited to: requesting parts, cleaning work area, performing FOD walks,  
35 cleaning of aircraft windshields.

### **M. Crew Chief – Cleaner**

36  
37  
38  
39 1 The Crew Chief will be qualified in the duties of his classification and will be  
40 capable of performing those duties. The primary duties of a Crew Chief shall  
41 be the employee who assigns, directs and approves the work of Cleaners.  
42 Crew Chiefs may be required to sign for their own work and the work of others  
43 in their group provided, however, that such signing shall not relieve any other  
44 member of his group from responsibility for the work he performed or from  
45 being required to sign appropriate work records. The Crew Chief will be  
46 responsible for the completion of paper work and reports in connection with  
47 their normally assigned duties. He will assist his crew in the performance of  
48 their duties, provided that assistance does not interfere with the performance

## **ARTICLE 7 – CLASSIFICATIONS**

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.

- 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 When no Crew Chief Cleaner is required, Cleaners will be assigned to a Crew Chief in a different Classification on the same shift, shop and department, provided that the Crew Chief ratio is not exceeded.
- 5 Management instructions are promptly and correctly complied with.
- 6 A Crew Chief Cleaner will be responsible for the completion of paper work and reports in connection with his normally assigned duties.
- 7 Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
- 8 Works according to FAA and Company regulations and procedures and instructions from his supervisors.
- 9 In addition to the above duties, may perform other duties as assigned, such as, but not limited to: cleaning work area, performing FOD walks, cleaning of aircraft windshields and connecting/removing ground power.

### **N. Cleaner**

1. The work of a Cleaner depending on assignment may include the following:
  - a. Cleaning, washing, and polishing the interior and exterior of airplanes, airplane parts, engine, propeller, accessory parts, and/or assemblies by operations such as dipping, spraying, steaming, blasting, scrubbing, wiping,



## **ARTICLE 7 – CLASSIFICATIONS**

1 buffing, and polishing, according to the method required to remove dirt,  
2 grease, scale, and other foreign material. Cleans and polishes ground and  
3 automotive equipment. Cleaners shall not be permitted to perform  
4 Mechanic's work of any class.  
5

- 6 b. Cleans the exterior of aircraft by operations such as cleaning the entire  
7 surface with cleaning compound(s), polishing the surface and bringing to  
8 the attention of his Crew Chief or supervisor any areas that may be worn or  
9 shows signs of corrosion, removing exhaust stains with special cleaning  
10 compounds, washing the interior belly and nacelle areas, spraying wheel  
11 wells and flap wells with cleaning compound(s). Uses appropriate  
12 equipment necessary to reach the surface to clean.  
13
- 14 c. The work of a Cleaner may include cleaning, washing, and polishing the  
15 interior of airplanes.  
16
- 17 d. Cleans and polishes ground and automotive equipment. Cleans equipment  
18 used and the work area and reports the need for repairs to his Crew Chief  
19 or Supervisor. May service the equipment used to keep it in good operating  
20 condition. May mix the cleaning compounds and solutions.  
21
- 22 e. May mix and store solutions, clean and or set up for use parts washing  
23 equipment and clean the work area as may apply to his work assignment,  
24 uses specialized cleaning solutions and materials; uses equipment such as  
25 ladders, aero-stands, spray guns, mops, brushes, and brooms. May use  
26 hand tools such as pliers, screwdrivers, and wrenches to accomplish their  
27 assignments.  
28
- 29 f. As may apply to his work assignment, uses cleaning materials such as  
30 solvents, hot solutions, hot water, and steam. Uses equipment such as an  
31 electric tank agitator, automatic parts washing machine, spray equipment  
32 rinsing baskets, buckets, power and manual hoists, hot solution tanks,  
33 flexible shaft buffer, racks and other holding devices, steel and other  
34 brushes, steel wool, and rags. Uses protective equipment such as masks,  
35 respirator, gloves, and aprons.  
36
- 37 g. Cleaners will continue to clean hangars, shops, locker rooms, washrooms,  
38 and perform cabin service such as placing and arranging in aircraft,  
39 magazines, newspapers, flight kits, and other passenger conveniences in  
40 locations where this work is currently being performed by the Association.  
41
- 42 h. Works according to FAA and Company regulations and procedures and  
43 instructions from a Crew Chief.  
44
- 45 i. Completes forms connected with his work assignments according to  
46 established procedures.

## **ARTICLE 7 – CLASSIFICATIONS**

2. In addition to the above duties, may perform the following other duties as assigned such as but not limited to: cleaning work area, performing FOD walks, cleaning of aircraft windshields.

### **GSE/Facilities Maintenance Group**

#### **O. Crew Chief - GSE or Facilities**

- 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 GSE or Facilities Maintenance. 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.
- 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.

#### **P. Technical Crew Chief - GSE or Facilities Maintenance**

1. Technical Crew Chief GSE or Facilities classification will perform technical assistance, guidance, and training support to the GSE or Facilities Maintenance Group. In those cases where management determines that the work to be performed requires a level of responsibility equivalent to that of a Technical Crew Chief, an employee in the classification will be assigned to that

## **ARTICLE 7 – CLASSIFICATIONS**

function even though he has no other employees assigned directly to him. As assigned the Technical Crew Chief will:

- a. Receive assignments from management or requests for technical support from other Crew Chiefs.
- b. Perform and provide guidance and assistance in the trouble shooting, maintenance and repair of all GSE or Facilities equipment, as well as technical assistance to the employee or employees assigned.
- c. Assist management in the completion of forms, delay report, work records and related paperwork.
- d. Provide instruction, either classroom or on the job.
- e. Maintain knowledge of and use of manuals, supply/parts catalogs, computer programs, and modifications to any system used by the employee.
- f. Will assist the crew as necessary to ensure the completion of the assignment, but in no event, replace the Crew Chief or Mechanic.

### **Q. Maintenance Mechanic - GSE or Facilities**

1. The work of the Maintenance Mechanic – GSE or Facilities classification, depending upon assignment includes any or all of the following:
  - a. Lay-out, planning, and execution of complex maintenance assignments requiring the skills of one or more of the maintenance trades, such as electrician, plumber, steamfitter, carpenter, painter, auto mechanic, millwright, heating and air-conditioning engineer, or other similar skilled journeyman trades; in addition to the work specified for the Maintenance Support Person classification.
  - b. Those duties will include, among others, the necessary sequence of operations to troubleshoot, disassemble, clean, check, repair, rework, replace, fabricate, assemble, install and adjust any building component, plant equipment, automotive and ground equipment, machinery, accessories, parts, etc., including general building maintenance and construction work and explaining the work procedures to personnel assigned to assist in that work.
  - c. Works according to Company regulations and procedures and instruction from a Crew Chief.

## **ARTICLE 7 – CLASSIFICATIONS**

d. Completes forms connected with his work assignments according to established procedures.

2. In addition to the above duties, he shall perform the following duties as assigned: requesting parts, cleaning work area, performing FOD walks, and connecting/removing ground power and ground start units.

### **R. Maintenance Support Person (MSP) – GSE or Facilities**

1. The work of the Maintenance Support Person will consist of the following:

a. He will perform work that is semi-skilled in nature as a helper or assistant to a GSE or Facilities Maintenance Mechanic. May perform work on an individual or isolated work assignment that is moderately complex but is limited to:

- Lubrication
- Simple checking/servicing of plant and ground facilities
- Simple checking/servicing of automotive equipment
- Installing and checking of fire extinguishing equipment
- Non-Powered equipment

2. Works according to Company regulations and procedures and instructions from a Crew Chief. May assist in storage, removal, and clean-up of hazardous waste. Completes forms connected with work assignments according to established procedures.

3. In addition to the above duties, he performs the following duties as assigned: requesting parts, snow and ice removal, cleaning work area, and performing FOD walks.

4. For the MSP employee who desires to move into the GSE or Facilities Maintenance Mechanic Classification, the following qualification steps apply:

- a. Two (2) years of MSP experience in the same Classification in which they want the qualification; and
- b. One (1) year experience working side by side in the same Classification with a Mechanic to complete the OJT part of the qualification.
- c. Upon completion of (a) and (b) above the MSP will be considered qualified and can bid on open Mechanic positions within their same Classification.

## **ARTICLE 7 – CLASSIFICATIONS**

Example: An MSP in GSE that has completed the 3-year qualification requirements as listed above can bid on a GSE Mechanic Position.

5. At any location, the number of MSP's shall not exceed twenty percent (20%) of the total number of GSE or twenty percent (20%) of the total number of Facilities Maintenance Mechanic and higher classifications under the Agreement.

### **S. Senior Quality Assurance Auditors**

1. The work of a Senior Quality Assurance Auditor shall be the same as that of a Quality Assurance Auditor and may include the following:
  - a. Support, coordination, assigning, and prioritizing the work of other Quality Assurance Auditors.
  - b. Training of other Quality Assurance Auditors on current departmental policies, auditing/surveillance and investigation principles and techniques and regulatory requirements.
  - c. Representing the Company interests at industry meetings and/or participating in industry committees.
  - d. Senior Quality Assurance Auditor position(s) will be established and maintained in each bid area and location.

### **T. Quality Assurance Auditors**

1. The work of the Quality Assurance Auditor will consist of but not limited to:
  - a. Being responsible for compiling objective evidence by conducting interviews, reviewing documentation, observing activities, performing audits, surveillance and investigations to determine whether organizations and/or individuals (management or non-management) are conducting business in accordance with regulations and established policies and procedures. The Quality Assurance Auditor provides direction and recommendations for the resolution of matters of non-conformance through the development of corrective action plans, comprehensive fixes and/or process changes. Based on input from the Quality Assurance Auditor and/or Department's investigation the Company will determine what personnel action is warranted.
  - b. Investigations as referenced in this article are defined as:
    - i. QA investigations are conducted to address QA scheduled audit

## **ARTICLE 7 – CLASSIFICATIONS**

findings that require focused attention to company processes and procedures.

ii. Management will determine when a QA investigation is warranted.

iii. The QA investigation report is submitted to QA management for evaluation.

iv. QA investigation reports will not result in punitive penalties.

2. The work of the Quality Assurance Auditor will consist of, but not limited to:

a. Performing scheduled and unscheduled audits and surveillance of the Company maintenance operations, maintenance facilities, deicing, fueling, station fuel facilities, non-maintenance stations, on-call contract maintenance vendors, contract maintenance providers and repair stations, parts distributors and parts suppliers and manufacturers. All aspects of the audit/surveillance process to include report writing, audit response review and acceptance determination, database updating, analysis of the findings, fact-based observations and recommendations and formal and informal reporting.

3. Conducting investigations and surveillance into matters related to non-compliance. All aspects of the investigation/surveillance process to include report writing, comprehensive fix review, database updating, analysis of the findings, fact-based observations and recommendations, formal and informal reporting.

4. In the absence of a Senior QA Auditor, he may conduct and manage projects as assigned and be compensated at the Senior QA rate.

5. Writing/revising manual procedures, audit forms and checklists and work associated with database administration/development as assigned.

6. Conducting training of other Quality Assurance Auditors as part of the department On the Job Training (OJT) program.

### **U. Senior Aircraft Maintenance Planner**

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

a. Support, coordination and prioritizing the work of other Maintenance Planners.

## **ARTICLE 7 – CLASSIFICATIONS**

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

### **V. Aircraft Maintenance Planners**

- 1. The work of an Aircraft Maintenance Planner may consist of but not limited to the following:
  - a. Workflow and workload analysis, scheduling of aircraft, engine or shop maintenance.
  - b. Coordination, scheduling and assignment of maintenance work releases.
  - c. Analysis and scheduling of new and deferred maintenance requirements.
  - d. Coordination of activities as required to support the execution of maintenance events and airworthiness directive compliance.
  - e. Assisting and training new planners and continued On-the-Job Training (OJT) as necessary.

### **(Y) Senior Technical Documentation Specialist**

- 1. The work of a Senior Technical Documentation Specialist shall be the same as that of the basic classification and may include but not limited to the following:
  - a. Support, coordination and prioritizing the work of Technical Documentation Specialists.
  - b. Assist management in the assignment of work amongst the Technical Documentation Specialists.
  - c. Training of other Technical Documentation Specialists on current departmental policies, procedures, operating systems, regulatory requirements and providing assistance and guidance as needed.
  - d. Senior Technical Documentation Specialists position(s) will be established and maintained in each bid area and location per shift.

## **ARTICLE 7 – CLASSIFICATIONS**

### **(Z) Technical Documentation Specialists**

1. The work of a Technical Documentation Specialists may consist of, but not limited to the following:
  - a. Developing aircraft maintenance/inspection programs in accordance with FAA Airworthiness Directives, and CFR's, approved operations specifications, manufacturers requirements, Maintenance Review Board and the Company's maintenance program requirements.
  - b. Preparing and maintaining current and comprehensive indexes of maintenance/inspection programs.
  - c. Create/revising maintenance programs manuals and job procedure cards to comply with documents and revision request policies set forth in the Company Procedures Manual(s).
  - d. Assisting and training new specialists and continued On-the-Job Training (OJT) as necessary.

### **(AA) Senior Bill of Work Planners and Senior EO/AD Planners**

1. The work of the Senior Planners shall be the same as that of the basic classification and may include but not limited to the following:
  - a. Being responsible for research, preparation, scheduling, execution, revision and continuous monitoring of Base Maintenance Bill of Work.
  - b. Collaboration with multiple Departments to ensure departmental, company, and FAA compliance.
  - c. Preparation, scheduling and host Bill of Work readiness meetings. Monitor action items to completion.
  - d. Preparation of future Bill of Work for Base Maintenance Budgeting. Continuously monitoring all items identified as Base Maintenance tasks to ensure completion by specified due dates.



## **ARTICLE 8 - QUALIFICATIONS**

A. Whenever and wherever Qualification tests are used to determine the competency of an employee for a promotion and/or transfer, these tests shall be prepared by the Company. Copies of tests and of any revised tests shall be furnished to the Union, in soft copy form, prior to their use. When the Union has objections to any portions of any revisions, the objections may be discussed by the Union with the Company upon thirty (30) days' notice from the date the tests are received. If agreement concerning the objections cannot be reached, the tests may be placed in effect, and the Union may take up the disputed points as a grievance under Articles 33 – Grievance Procedure and 34 – System Board of Adjustments/Arbitration of the Agreement.

The qualifications, which shall be used in the filling of vacancies and new jobs, are as follows:

Classification/Shop	Qualifications
Inspector:	Valid A&P license. Must be qualified in the basic Classification and have one (1) year verifiable job related work experience. An Inspector will possess the medical requirements established for Inspector, as determined by an examination, conducted prior to regular assignment to the classification through the appropriate Company authorized Medical facility. He will continue to do so each year thereafter. In the event that the color perception test is not passed, a second test may be required to ensure that the inspector meets the minimum color definition requirement. An Inspector will be able to perform in detail the visual, dimensional, auditory, and physical inspections required by the Company. An Inspector will be able to perform non-destructive testing, if required by the Company. An Inspector will also be able to perform operational tests required by the Company or regulatory body on Company-operated aircraft and/or components.
Technical Crew Chief - AMT:	Valid A&P license. Must be qualified in the basic Classification and have (1) year experience as a Company AMT.

## **ARTICLE 8 - QUALIFICATIONS**

Crew Chief - AMT:	Valid A&P license. Must be qualified in the basic Classification and have (1) year experience as a Company AMT.
Crew Chief - AMT: -Avionics shop	Valid A&P license. Must be qualified in the basic Classification and have one (1) year experience in the Company's avionics and/or instrument shops.
Technical Crew Chief/Crew Chief: - Plant Maintenance - GSE	Must be qualified in the basic Classification and have (1) year experience as a Company GSE Mechanic.
Technical Crew Chief/Crew Chief: -Plant Maintenance-Facilities	Must be qualified in the basic Classification and have (1) year experience as a Company Facilities Mechanic.
Technical Crew Chief/Crew Chief - AMT: -Machine shop	Valid A&P license. Must be qualified in the basic Classification and have (1) year experience as a Company Mechanic-Machine Shop.
Technical Crew Chief/Crew Chief - AMT: -Metal Spray	Valid A&P license. Must be qualified in the basic Classification and have One (1) year experience as a Company Mechanic - Metal Spray.
Technical Crew Chief/Crew Chief - AMT: -Plating shop	Valid A&P license. Must be qualified in the basic Classification and have (1) year experience as a Company Mechanic-Plating Shop.
Technical Crew Chief/Crew Chief - AMT: -Weld shop	Valid A&P license. Must be qualified in the basic Classification and have (1) year experience as a Company Mechanic-Weld Shop.
Crew Chief Interior Mechanic:	Airframe License or Repairman Certificate or satisfaction of eligibility requirements for Repairman Certificate and one (1) year Company experience as an Interior Mechanic.

## **ARTICLE 8 - QUALIFICATIONS**

Crew Chief Cleaner:	One (1) year experience as a Company Cleaner.
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Note: One year as an Inspector in a bid area will qualify as experience for the purposes of bidding a Crew Chief Mechanic position in that bid area.

Plant Maintenance Mechanic: -Plant Maintenance (GSE)	Eighteen (18) months training from an accredited school in automotive mechanical maintenance or eighteen (18) months mechanical experience on automotive equipment.
Maintenance Support Person - GSE	One (1) year of verified, hands-on, related experience, which is comparable to the work to which he will be assigned.
Plant Maintenance Mechanic: -Plant Maintenance (Facilities)	Thirty-six (36) months of verified, hands-on, working experience as a journeyman Carpenter, Electrician, Electronics Technician, HVAC Technician, Lock and Key, Millwright, Painter, Plumber, Stationary Engineer, Welder, or Industrial Waste Treatment, applicable to the job test area assigned.
Maintenance Support Person -Facilities	Twenty-four (24) months of verified, hands-on, related experience, which is comparable to the work to which he will be assigned.
Aviation Maintenance Technician – (AMT): -Line Maintenance	Valid A&P license.
Aviation Maintenance Technician – (AMT): -Base Maintenance	Valid A&P license Note: In the event that the Company is unable to timely hire valid A&P licensed AMT's in accordance with the Company's hiring practices, it may hire an AMT with a valid A or P license.
Aviation Maintenance Technician – (AMT): -Bench Avionics	Valid A or FCC license or certificate of completion or its equivalent from an accredited Electronic Technician

## **ARTICLE 8 - QUALIFICATIONS**

	Program, which includes training in Avionics/ Instrument Core instruction, with a minimum of two hundred-fifty (250) hours of lab. Minimum of twenty-four (24) months of verified, hands-on, bench-level avionics or electronics experience in repair and/or overhaul.
Aviation Maintenance Technician – (AMT): -Machine shop	Valid certificate of completion or its equivalent from an accredited Machinist Program, which includes training on both CNC and manual machines. Minimum of Twenty-four (24) months of verified, hands-on, machining experience in any combination of machine to include mill, lathe, grinder, or CNC. Must satisfactorily demonstrate his qualifications by successfully completing a test prior to acceptance into the Machine shop.
Aviation Maintenance Technician – (AMT): -Weld shop	Valid certificate of completion or equivalent from an accredited Welding Program, and must meet all qualifications as designated in the Material Process Specification Manual (MPSM). Must satisfactorily demonstrate his qualifications by successfully completing the applicable test(s) prior to acceptance into the Weld shop.
Aviation Maintenance Technician – (AMT): -Plate shop	Twenty-four (24) months of verified, hands-on, work experience in aircraft type plating. In addition, will possess advanced plating process knowledge about critical manual operations and plating processes. Must satisfactorily demonstrate his qualifications by successfully completing a test prior to acceptance into the Plate shop.
Aviation Maintenance Technician – (AMT): -Line Avionics	Valid A&P license

## **ARTICLE 8 - QUALIFICATIONS**

Aviation Maintenance Technician – (AMT): -Base Avionics	Valid A&P license Note: In the event that the Company is unable to timely hire valid A&P licensed AMT's in accordance with the Company's hiring practices, it may hire an AMT with a valid A or P license.
Interior Mechanic	Valid A license or valid Repairman Certificate or satisfaction of eligibility requirements for Repairman Certificate.
Overhaul Support Mechanic	Valid A and/or P license or certificate of completion or equivalent from a relevant, accredited trade school and six (6) months relevant experience or Twelve (12) months of verified, hands-on, experience, in a maintenance related field.
Cleaner	High School Diploma or equivalent
Senior Quality Assurance Auditor	Two (2) years' experience as a Company Quality Assurance Auditor.
Quality Assurance Auditor	Three (3) years Aviation Maintenance and Related experience.
Senior Technical Documentation Specialist	Two (2) years' experience as a Company Technical Documentation Specialist.
Technical Documentation Specialist	High School Diploma or equivalent, demonstrated writing skills and knowledge of Federal Aviation Regulations and Procedures and one (1) of the following; a valid A&P license or two (2) years' experience in aircraft mechanical maintenance.
Senior Maintenance Planner	Two (2) years' experience as a Company Maintenance Planner (including EO/CD and AD positions).
Maintenance Planner	High School Diploma or equivalent and one (1) of the following; Certificate of

## **ARTICLE 8 - QUALIFICATIONS**

	completion of accredited aircraft maintenance school, possess a two (2) year college degree in an aircraft maintenance field, or two (2) years' experience in aircraft maintenance and/or flight operations
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1  
2 B. Failure to pass one of the above listed qualifying tests shall restrict an employee  
3 from bidding into the respective Classifications/shops for six (6) months.  
4

5 C. If an employee fails on the second attempt of the same skills qualifying test, such  
6 employee will not be eligible to test again for the same skills qualifying test for twelve  
7 (12) months.  
8

9 D. Additionally, the employee must demonstrate his efforts to gain the required  
10 knowledge and skill enabling him to pass the test, e.g., school, CBT, other training, etc.  
11 prior to a third test attempt. A fourth and subsequent retests may only occur on an  
12 annual basis, and each requires the described demonstrated effort by the employee.  
13

14 E. Qualifications under this Agreement are to be determined by work experience as  
15 indicated on the hiring application, military records or accredited training or educational  
16 experience. An employee may submit updated work experience which the Company shall  
17 use for qualifications under the agreement. The Company shall notify the employee within  
18 thirty (30) days of the approval/disapproval of the updated work qualifications.  
19

20 F. For purposes of this Article, one (1) year of experience is understood to be two  
21 thousand, eighty (2,080) work hours. Eighteen (18) months of training is understood to  
22 be one thousand, six hundred twenty (1,620) classroom hours unless otherwise specified.

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

### **A. Inspector Vacancies:**

1. Candidates for Inspector vacancies who do not hold Inspector seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees first awarded an Inspector 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.
3. All employees first awarded an Inspector 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 Inspector Vacancies:**

1. Inspector vacancies shall be awarded in the following order:
  - a. The senior employee working as an Inspector who bids the vacancy from another bid area or station.
  - b. The senior employee, utilizing AMT basic classification seniority working as an AMT Technical Crew Chief, AMT Crew Chief, or AMT bidding the vacancy who meets the qualifications.
  - c. The senior employee, utilizing AMT basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who holds AMT Seniority but is working in another classification who meets the qualifications.
  - d. The senior employee, bidding the vacancy from the M&R Collective Bargaining Agreement who does not hold AMT Seniority but is working in another classification who meets the qualifications.
  - e. The senior employee, bidding the vacancy from any other Association agreement that holds AMT seniority or employees in a stability period, who meet the qualifications.
  - f. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications. 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.

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

### **C. AMT Technical Crew Chief Vacancies:**

1. Candidates for AMT Technical Crew Chief vacancies who do not hold AMT Technical Crew Chief seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees who do not hold AMT 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 AMT 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. Employees bidding the vacancy from the M&R collective bargaining agreement within the AMT Crew Chief, AMT, and Inspector classifications.
4. Employees first awarded an AMT 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 any M&R vacancy 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.
5. All employees first awarded an AMT 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.



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

### **D. Filling AMT Technical Crew Chief Vacancies:**

#### **1. AMT Technical Crew Chief vacancies shall be awarded in the following order:**

- a. The senior employee working as an AMT Technical Crew Chief in the same specialty as the vacancy, who bids the vacancy from another bid area or station.
  - b. The senior employee working as an AMT Technical Crew Chief who bids the vacancy from another specialty and is successful in the interview process above.
  - c. The senior employee, who holds AMT Technical Crew Chief Seniority but is working in another classification within the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
  - d. The senior employee, utilizing AMT basic classification seniority working as an Inspector, AMT or AMT Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.
  - e. The senior employee, who holds AMT Technical Crew Chief Seniority but is working in another classification within any other Association agreement, who meets the qualifications and is successful in the interview process above.
2. As of DOR a Technical Crew Chief who works within a specialty is not subject to the interview process for that same specialty.

### **E. AMT Crew Chief (former LUS Lead) Vacancies:**

1. Candidates for AMT Crew Chief vacancies who do not hold AMT Crew Chief seniority will be required to meet the Qualifications listed in Article 8 – Qualifications. The qualification and the interview process below will not apply to any employee who is currently working or has previously worked as a permanent AMT Lead or Crew Chief or had previously passed the minimum score in a Crew Chief interview as described in paragraph E (2) below.
2. Employees who do not hold AMT Crew Chief seniority or never previously worked as a permanent Crew Chief or had not previously passed the minimum score in a Crew Chief interview as described herein at the time of a vacancy, who meet the qualifications in Article 8 – Qualifications, 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

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

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 twenty-four (24) months. 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 AMT 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. Employees bidding the vacancy from the M&R collective bargaining agreement within the AMT Technical Crew Chief, AMT, and Inspector Classifications.

4. Employees first awarded an AMT 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 any M&R vacancy 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.

5. All employees first awarded an AMT 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.

### **F. Filling AMT Crew Chief Vacancies:**

1. AMT Crew Chief vacancies shall be awarded in the following order:

- a. The senior employee working as an AMT Crew Chief who bids the vacancy from another bid area or station.

- b. The senior employee, who previously worked as an AMT Crew Chief who bids the vacancy from AMT Technical Crew Chief, AMT, and Inspector Classifications.

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

- c. The senior employee, utilizing AMT basic classification seniority working as an Inspector, AMT or AMT Technical Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process as described above.
- d. The senior employee, utilizing AMT basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who holds AMT seniority but is working in another classification who meets the qualifications and is successful in the interview process as described above.
- e. The senior employee, utilizing basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who does not hold AMT seniority but is working in another classification who meets the qualifications and is successful in the interview process as described above.
- f. The senior employee, bidding the vacancy from any other Association agreement that holds AMT seniority or employees in a stability period, who meet the qualifications and is successful in the interview process as described above.
- g. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications and is successful in the interview process as described above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- h. Any other employee or new hire.

### **G. AMT Vacancies:**

1. Candidates for an AMT vacancy who do not hold AMT seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees first awarded an AMT 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 an AMT 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.

### **H. Filling AMT Vacancies:**

1. AMT vacancies shall be awarded in the following order:

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

- a. The senior employee holding preferential recall prior to the implementation of this Collective Bargaining Agreement to AMT, 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 an AMT in another bid area or station.
    - Any AMT employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).
    - Any AMT employee who is on furlough and bids the vacancy from any other station.
  - c. The senior employee, utilizing AMT basic classification seniority working as an AMT Technical Crew Chief, AMT Crew Chief or Inspector bidding the vacancy who meets the qualifications.
  - d. The senior employee, utilizing AMT basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds AMT seniority but is working in another classification.
  - e. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold AMT seniority but is working in another classification, who meets the qualifications.
  - f. The senior employee, bidding the vacancy from any other Association agreement that holds AMT seniority or employees in a stability period, who meet the qualifications.
  - g. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
  - h. Any other employee or new hire.
- I. OSM Vacancies:
1. Candidates for an OSM vacancy will be required to meet the Qualifications listed in Article 8 – Qualifications.
  2. Employees first awarded an OSM 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.

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

- 1  
2 3. All employees awarded an OSM vacancy will have their performance evaluated  
3 prior to the last day of their trial period. Employees who fail to meet performance  
4 expectations will be returned to their previous bid area and shift.  
5

6 J. Filling OSM Vacancies:  
7

- 8 1. OSM vacancies shall be awarded in the following order:  
9

- 10 a. The senior employee holding preferential recall prior to the implementation of  
11 this Collective Bargaining Agreement to OSM, at that location, under the former  
12 TWU Collective Bargaining Agreement.  
13  
14 b. The senior employee(s) from the following grouping:  
15  
16 • Any employee who bids the vacancy and is working as an OSM in another  
17 bid area or station.  
18  
19 • Any OSM employee who has this station designated (automatic bid on file)  
20 as their recall station if on furlough status (Article 12 - Recall).  
21  
22 • Any OSM employee who is on furlough and bids the vacancy from any other  
23 station.  
24  
25 c. The senior employee, utilizing AMT basic classification seniority bidding the  
26 vacancy from within the M&R Collective Bargaining Agreement who holds AMT  
27 seniority but is working in another classification or is on furlough.  
28  
29 d. The senior employee, bidding the vacancy from within the M&R Collective  
30 Bargaining Agreement who does not hold AMT seniority but is working in  
31 another classification, who meets the qualifications.  
32  
33 e. The senior employee, bidding the vacancy from any other Association  
34 agreement that holds AMT seniority or employees in a stability period, who  
35 meet the qualifications.  
36  
37 f. The senior employee, bidding the vacancy from any Association agreement,  
38 who meets the qualifications. The earliest basic classification seniority date will  
39 be used to determine who is senior for the purpose of awarding the vacancy.  
40  
41 g. Any other employee or new hire.  
42

43 K. Cleaner Crew Chief Vacancies:  
44

- 45 1. Candidates for Cleaner Crew Chief vacancies who do not hold Cleaner Crew Chief  
46 seniority will be required to meet the Qualifications listed in Article 8 –

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

Qualifications. The qualification and the interview process below will not apply to any employee who is currently working or has previously worked as a permanent Cleaner Lead or Crew Chief.

2. Employees who do not hold Cleaner Crew Chief seniority at the time of a vacancy, who meet the Qualifications in Article 8 - Qualifications, 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 Cleaner 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. Employees bidding the vacancy from the M&R collective bargaining agreement within the AMT Technical Crew Chief, AMT Crew Chief, AMT, OSM, and Inspector Classifications.
4. Employees first awarded a Cleaner 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 any M&R vacancy 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.
5. All employees first awarded a Cleaner 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.

### **L. Filling Cleaner (former Utility Lead) Crew Chief Vacancies:**

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

1. Cleaner Crew Chief vacancies shall be awarded in the following order:

- a. The senior employee working as a Cleaner Crew Chief who bids the vacancy from another bid area or station.
- b. The senior employee, who previously worked as a Cleaner Crew Chief and is working as a cleaner.
- c. The senior employee working as a Cleaner who bids the vacancy from another bid area or station who meets the qualifications and is successful in the interview process as described above.
- d. The senior employee, utilizing basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who holds Cleaner Seniority but is working in another classification who meets the qualifications and is successful in the interview process as described above.
- e. The senior employee, utilizing the earliest basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who does not hold Cleaner seniority but is working in another classification who meets the qualifications and is successful in the interview process as described above.
- f. The senior employee, bidding the vacancy from any other Association agreement that holds Cleaner seniority or employees in a stability period, who meet the qualifications and is successful in the interview process as described above.
- g. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications and is successful in the interview process as described above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- h. Any other employee or new hire.

### **M. Cleaner Vacancies:**

1. Candidates for a Cleaner vacancy who do not hold Cleaner seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees first awarded a Cleaner 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 Cleaner 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.

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

### **N. Filling Cleaner Vacancies:**

#### **1. Cleaner 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 Cleaner, 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 Cleaner in another bid area or station.
  - Any Cleaner employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).
  - Any Cleaner employee who is on furlough and bids the vacancy from any other station.
- c. The senior employee, utilizing Cleaner basic classification seniority working as a Cleaner Crew Chief.
- d. The senior employee, utilizing Cleaner basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds Cleaner seniority but is working in another classification.
- e. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold Cleaner seniority but is working in another classification, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- f. The senior employee, bidding the vacancy from any other Association agreement that holds Cleaner seniority or employees in a stability period, who meet the qualifications.
- g. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- h. Any other employee or new hire.

### **O. GSE or Facilities Maintenance Technical Crew Chief Vacancies:**



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

1. Candidates for GSE or Facilities Maintenance Technical Crew Chief vacancies who do not hold GSE or Facilities Maintenance Technical Crew Chief seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees who do not hold GSE or Facilities Maintenance Technical Crew Chief seniority at the time of a vacancy, who meet the qualifications in Article 8 – Qualifications, 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 GSE or Facilities Maintenance 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. Employees bidding the vacancy from the M&R collective bargaining agreement within the GSE or Facilities Maintenance Crew Chief and GSE or Facilities Maintenance Mechanic Classifications.
4. Employees first awarded a GSE or Facilities Maintenance 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 any M&R vacancy 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.
5. All employees first awarded a GSE or Facilities Maintenance 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.

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

### **P. Filling GSE Maintenance Technical Crew Chief vacancies:**

1. GSE Maintenance Technical Crew Chief vacancies shall be awarded in the following order:
  - a. The senior employee working as a GSE Maintenance Technical Crew Chief in the same specialty as the vacancy, who bids the vacancy from another bid area or station.
  - b. The senior employee working as a GSE Maintenance Technical Crew Chief who bids the vacancy from another specialty and is successful in the interview process above.
  - c. The senior employee, who holds GSE Maintenance Technical Crew Chief seniority but is working in another classification within the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
  - d. The senior employee, utilizing GSE basic classification seniority working as a GSE Mechanic or GSE Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.
  - e. The senior employee, utilizing Facilities Maintenance basic classification seniority working as a Facilities Maintenance Mechanic, Facilities Maintenance Technical Crew Chief or Facilities Maintenance Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.
  - f. The senior employee, who holds GSE Technical Crew Chief seniority but is working in another classification within any other Association agreement, who meets the qualifications and is successful in the interview process above.
2. As of DOR a Technical Crew Chief who works within a specialty is not subject to the interview process for that same specialty.

### **Q. Filling Facilities Maintenance Technical Crew Chief Vacancies:**

1. Facilities Maintenance Technical Crew Chief vacancies shall be awarded in the following order:
  - a. The senior employee working as a Facilities Maintenance Technical Crew Chief in the same specialty as the vacancy, who bids the vacancy from another bid area or station.

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

- b. The senior employee working as a Facilities Maintenance Technical Crew Chief who bids the vacancy from another specialty and is successful in the interview process above.
  - c. The senior employee, who holds Facilities Maintenance Technical Crew Chief seniority but is working in another classification within the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
  - d. The senior employee, utilizing Facilities basic classification seniority working as a Facilities Mechanic or Facilities Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.
  - e. The senior employee, utilizing GSE Maintenance basic classification seniority working as a GSE Maintenance Mechanic, GSE Maintenance Technical Crew Chief or GSE Maintenance Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.
  - f. The senior employee, who holds Facilities Technical Crew Chief seniority but is working in another classification within any other Association agreement, who meets the qualifications and is successful in the interview process above.
  - g. Any other employee or new hire.
2. As of DOR a Technical Crew Chief who works within a specialty is not subject to the interview process for that same specialty.
- R. GSE or Facilities Maintenance Crew Chief (former Lead GSE or Plant Maintenance) Vacancies:
1. Candidates for GSE or Facilities Maintenance Crew Chief vacancies who do not hold GSE or Facilities Maintenance Crew Chief seniority will be required to meet the Qualifications listed in Article 8 – Qualifications. The qualification and the interview process below will not apply to any employee who is currently working or has previously worked as a permanent GSE or Facilities Crew Chief.
  2. Employees who do not hold GSE or Facilities Maintenance Crew Chief seniority at the time of a vacancy, who meet the qualifications in Article 8 - Qualifications, 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.

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

Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for twenty-four (24) months. 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 GSE or Facilities Maintenance 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. Employees bidding the vacancy from the M&R collective bargaining agreement within the GSE or Facilities Maintenance Technical Crew Chief and GSE or Facilities Maintenance Mechanic Classifications.

4. Employees first awarded a GSE or Facilities Maintenance 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 any M&R vacancy 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.

5. All employees first awarded a GSE or Facilities Maintenance 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.

### **S. Filling GSE Crew Chief Maintenance Vacancies:**

1. GSE Crew Chief vacancies shall be awarded in the following order:

- a. The senior employee working as a GSE Crew Chief who bids the vacancy from another bid area or station.

- b. The senior employee, who previously worked as GSE Crew Chief but is working in the GSE Technical Crew Chief or GSE Mechanic Classifications.

- c. The senior employee, utilizing GSE basic classification seniority working as a GSE Mechanic, or GSE Technical Crew Chief bidding the vacancy who meets the qualifications and is successful in the interview process as described above.

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

- d. The senior employee, utilizing Facilities Maintenance basic classification seniority working as a Facilities Mechanic, Facilities Technical Crew Chief or Facilities Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process as described above.
- e. The senior employee, who holds GSE Crew Chief seniority but is working in another classification within any other Association agreement.
- f. The senior employee, bidding the vacancy working as an MSP or from any other Association agreement, who meets the qualifications and is successful in the interview process as described 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.

### **T. Filling Facilities Crew Chief Maintenance Vacancies:**

- 1. Facilities Crew Chief vacancies shall be awarded in the following order:
  - a. The senior employee working as a Facilities Crew Chief who bids the vacancy from another bid area or station.
  - b. The senior employee, who previously worked as a Facilities Crew Chief but is working in Facilities Maintenance Technical Crew Chief or Facilities Maintenance Mechanic Classification.
  - c. The senior employee, utilizing Facilities basic classification seniority working as a Facilities Mechanic or Facilities Technical Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process as described above.
  - d. The senior employee, utilizing GSE Maintenance basic classification seniority working as a GSE Mechanic, GSE Technical Crew Chief or GSE Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process as described above.
  - e. The senior employee, who holds Facilities Crew Chief seniority but is working in another classification within any other Association agreement.
  - f. The senior employee, bidding the vacancy working as an MSP or from any other Association agreement, who meets the qualifications and is successful in the interview process as described above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.

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

1           g. Any other employee or new hire.  
2  
3

4   U. GSE Maintenance Mechanic Vacancies:  
5

- 6           1. Candidates for a GSE Maintenance Mechanic vacancy who do not hold  
7           GSE/Facilities Maintenance Group seniority will be required to meet the  
8           Qualifications listed in Article 8 – Qualifications. All employees listed on the  
9           seniority list as a GSE or Facilities Mechanic, Technical Crew Chief, or Crew Chief  
10          as of DOR, will be considered qualified in all specialties and will be subject to a  
11          ninety (90) work day trial period, as described in Paragraphs U (2) and U (3) below,  
12          when awarded any specialty vacancy in which they have not previously worked.  
13  
14          2. Employees first awarded a GSE Mechanic vacancy shall hold the job on a trial  
15          basis for a period of ninety (90) work days, excluding all classroom training, in  
16          order to demonstrate their ability to perform the required work.  
17  
18          3. All employees first awarded a GSE Mechanic vacancy will have their performance  
19          evaluated prior to the last day of their trial period. Employees who fail to meet  
20          performance expectations will be returned to their previous bid area and shift.  
21

22   V. Filling GSE Maintenance Mechanic Vacancies:  
23

- 24          1. GSE Maintenance Mechanic vacancies shall be awarded in the following order:  
25  
26               a. The senior employee holding preferential recall prior to the implementation of  
27               this Collective Bargaining Agreement to GSE, at that location, under the former  
28               TWU Collective Bargaining Agreement.  
29  
30               b. The senior employee(s) from the following grouping:  
31  
32                     • Any employee who bids the vacancy and is working as a GSE Mechanic (\*)  
33                     in another bid area or station.  
34  
35                     • Any GSE employee who has this station designated (automatic bid on file)  
36                     as their recall station if on furlough status (Article 12 - Recall).  
37  
38                     • Any GSE employee who is on furlough and bids the vacancy from any other  
39                     station.  
40  
41               c. The senior employee, utilizing GSE basic classification seniority, who is  
42               working as a GSE Maintenance Technical Crew Chief or GSE Maintenance  
43               Crew Chief (\*) bidding the vacancy.  
44

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

- d. The senior employee, utilizing GSE/Facilities Maintenance group seniority bidding the vacancy, but is working in any other GSE/Facilities/MSP classification, who meets the qualifications.
- e. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who holds GSE/Facilities Maintenance group seniority but is working in another classification, who meets the qualifications.
- f. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold GSE/Facilities Maintenance group seniority but is working in another classification, who meets the qualifications.
- g. The senior employee, bidding the vacancy from any other Association agreement that holds GSE/Facilities Maintenance group seniority or employees in a stability period, who meet the qualifications.
- h. The senior employee, bidding the vacancy from any Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- i. Any other employee or new hire.

\*Note: (Including employees working as a dual qualified Mechanic or Crew Chief)

### **W. Facilities Maintenance Mechanic Vacancies:**

1. Candidates for a Facilities Maintenance Mechanic vacancy who do not hold GSE/Facilities Maintenance Group seniority will be required to meet the Qualifications listed in Article 8 – Qualifications. All employees listed on the seniority list as a GSE or Facilities Mechanic, Technical Crew Chief, or Crew Chief as of DOR, will be considered qualified in all specialties and will be subject to a ninety (90) work day trial period, as described in Paragraphs W (2) and W (3) below, when awarded any specialty vacancy in which they have not previously worked.
2. Employees first awarded a Facilities Maintenance Mechanic 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 Facilities Maintenance Mechanic 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.

### **X. Filling Facilities Maintenance Mechanic Vacancies:**

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

1. Facilities Maintenance Mechanic 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 Facilities, 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 Facilities Mechanic (\*) in the same specialty.
    - Any Facilities employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).
    - Any Facilities employee in the same specialty who is on furlough and bids the vacancy from any other station.
  - c. The senior employee working as a Facilities Mechanic (\*) who bids the vacancy from another specialty.
  - d. The senior employee, utilizing Facilities basic classification seniority, who is working as a Facilities Maintenance Technical Crew Chief or Facilities Maintenance Crew Chief (\*), bidding the vacancy who meets the qualifications.
  - e. The senior employee, utilizing GSE/Facilities Maintenance group seniority bidding the vacancy, but is working in any other GSE/Facilities/MSP classification, who meets the qualifications.
  - f. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who holds GSE/Facilities Maintenance group seniority but is working in another classification who meets the qualifications.
  - g. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold GSE/Facilities Maintenance group seniority but is working in another classification who meets the qualifications.
  - h. The senior employee, bidding the vacancy from any other Association agreement that holds GSE/Facilities Maintenance group seniority or employees in a stability period who meet the qualifications.
  - i. The senior employee, bidding the vacancy from any Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
  - j. Any other employee or new hire.



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

\*Note: (Including employees working as a dual qualified Mechanic or Crew Chief)

### **Y. MSP GSE Vacancies:**

1. Candidates for an MSP vacancy who do not hold GSE or Facilities maintenance seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees first awarded an MSP 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 an MSP 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.

### **Z. Filling MSP GSE Vacancies:**

1. MSP GSE vacancies shall be awarded in the following order:
  - a. The senior employee(s) from the following grouping:
    - Any employee who bids the vacancy and is working as an MSP (GSE) in another bid area or station.
    - Any MSP (GSE) employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).
    - Any MSP (GSE) employee who is on furlough and bids the vacancy from any other Station.
  - b. The senior employee, utilizing GSE/Facilities basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds GSE/Facilities Maintenance group seniority but is working in another classification or is on furlough.
  - c. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold GSE/Facilities maintenance group seniority but is working in another classification, who meets the qualifications.
  - d. The senior employee, bidding the vacancy from any other Association agreement that holds GSE/Facilities maintenance classification seniority or employees in a stability period, who meet the qualifications.

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

1 e. The senior employee, bidding the vacancy from any Association agreement,  
2 who meets the qualifications. The earliest basic classification seniority date will  
3 be used to determine who is senior for the purpose of awarding the vacancy.  
4

5 f. Any other employee or new hire.  
6

### 7 AA. MSP Facilities Vacancies: 8

9 1. Candidates for an MSP vacancy who do not hold GSE or Facilities maintenance  
10 group seniority will be required to meet the Qualifications listed in Article 8 –  
11 Qualifications.  
12

13 2. Employees first awarded an MSP Facilities vacancy shall hold the job on a trial  
14 basis for a period of ninety (90) work days, excluding all classroom training, in  
15 order to demonstrate their ability to perform the required work.  
16

17 3. All employees first awarded an MSP Facilities vacancy will have their performance  
18 evaluated prior to the last day of their trial period. Employees who fail to meet  
19 performance expectations will be returned to their previous bid area and shift.  
20

### 21 BB. Filling MSP Facilities Vacancies: 22

23 1. MSP Facilities vacancies shall be awarded in the following order:  
24

25 a. The senior employee(s) from the following grouping:  
26

- 27 • Any employee who bids the vacancy and is working as an MSP (Facilities)  
28 in another bid area or station.
- 29
- 30 • Any MSP (Facilities) employee who has this station designated (automatic  
31 bid on file) as their recall station if on furlough status (Article 12 - Recall).  
32
- 33 • Any MSP (Facilities) employee who is on furlough and bids the vacancy  
34 from any other Station.  
35

36 b. The senior employee, utilizing GSE/Facilities basic classification seniority  
37 bidding the vacancy from within the M&R Collective Bargaining Agreement who  
38 holds GSE/Facilities Maintenance group seniority but is working in another  
39 classification or is on furlough.  
40

41 c. The senior employee, bidding the vacancy from within the M&R Collective  
42 Bargaining Agreement who does not hold GSE/Facilities maintenance group  
43 seniority but is working in another classification, who meets the qualifications.  
44

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

- 1 d. The senior employee, bidding the vacancy from any other Association  
2 agreement that holds GSE/Facilities maintenance classification seniority or  
3 employees in a stability period, who meet the qualifications.  
4
- 5 e. The senior employee, bidding the vacancy from any Association agreement,  
6 who meets the qualifications. The earliest basic classification seniority date will  
7 be used to determine who is senior for the purpose of awarding the vacancy.  
8
- 9 f. Any other employee or new hire.
- 10
- 11 CC. Failure to pass his trial period shall restrict an employee from bidding into the  
12 respective classification for six (6) months.  
13
- 14 DD. If an employee fails to pass the trial period on the second attempt, such employee  
15 will not be eligible to bid the position for twelve (12) months. Additionally, the  
16 employee must demonstrate his efforts to gain the required knowledge and skills  
17 enabling him to pass the trial period, (e.g., school, CBT, other training, etc.) prior  
18 to a third attempt. A fourth and subsequent attempt may only occur on an annual  
19 basis, and each requires the described demonstrated effort by the employee.  
20
- 21 EE. Temporary Crew Chief:  
22
- 23 1. The Company may temporarily (i.e. thirty (30) work days or less) upgrade a  
24 Mechanic to Inspector or Crew Chief on the basis of seniority on the crew when  
25 one (1) of the following conditions exist:  
26
- 27 a. When the Company is unable to secure overtime within two (2) hours of the  
28 absent employee's shift start time.  
29
- 30 b. For new jobs not expected to last more than thirty (30) work days.  
31
- 32 c. For permanent vacancies in the Inspector or Crew Chief classification (i.e.,  
33 upgrading during the bidding period).  
34
- 35 d. Cleaners may be upgraded to Crew Chiefs in their classification under the  
36 same conditions as above.  
37
- 38 2. Upgraded employees will receive a minimum of eight (8) hours pay at the  
39 applicable rate for the higher classification. If the senior employee declines the job,  
40 the next senior employee (and down the roster) will be offered the job. It is  
41 understood that employees who are upgraded will not work overtime in the higher  
42 classification if a permanent Inspector or Crew Chief is available for overtime.  
43
- 44 3. In the event that all employees refuse the upgrade, the supervisor may lead, direct  
45 and assign those employees who are in excess of the Crew Chief to Basic

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

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.

### **FF. 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.
4. In the event an employee is temporarily transferred in accordance with paragraph FF (2) of this Article to a bid area that provides a premium (e g: line premium) the employee will receive such premium for the duration of the temporary transfer.

### **GG. Specialties:**

1. AMT Tech Crew Chief specialties are as follows:

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

- a. Systems
- b. Structures
- c. General
- d. Landing Gear
- e. Avionics
- f. Power Plant

### **2. GSE Tech Crew Chief**

### **3. Facilities Tech Crew Chief specialties**

- a. HVAC
- b. Jet Bridge
- c. Central Utility Plant
- d. Fire System
- e. Paint
- f. General
- g. Bagroom
- h. 400hz
- i. Millwright
- j. Plumber/Welders
- k. Electrician
- l. Electronics
- m. Boiler Room

### **4. Facilities specialties are as follows:**

- a. Carpenter
- b. Electrician
- c. Electronics Technician
- d. HVAC Technician
- e. Lock and Key
- f. Millwright
- g. Painter
- h. Plumber
- i. Stationary Operating Engineer
- j. Welder
- k. Industrial Waste Treatment
- l. Hazardous waste

### **HH. Senior Quality Assurance Auditor:**

1. Candidates for a Senior QA Auditor position will be required to meet the Qualifications listed in Article 8 – Qualifications.

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

- 1       2. Qualified candidates shall advance to an interview by a panel interview committee  
2       that will be comprised of an equal number of members selected by the Association  
3       and the Company.  
4
- 5       3. The Association shall establish and maintain a list of members for each Company  
6       designated location to serve on the panel interview committee for each position  
7       sufficient to ensure that there are no delays in the panel interview process.  
8
- 9       4. The Company and Union will mutually agree to establish a standard minimum  
10      passing score which will be applied to all candidates seeking the position. Each  
11      member of the committee will score the candidate's interview results on a  
12      numerical scale.  
13
- 14     5. Each committee member's score will be totaled and averaged to establish the  
15      candidate's total score. Panel interview scores will remain valid for one (1) year.  
16      The senior candidate who meets the minimum passing score from the panel  
17      interview will be selected by the Company.  
18
- 19     6. Where there are ten (10) or more qualified candidates, the Company may limit the  
20      interviews to the ten (10) most senior candidates in the following order:  
21
  - 22       a. Those employees bidding the position that hold QA Auditor seniority. If more  
23       than 10 QA Auditors bid the position and those 10 senior employees fail the  
24       interview process, then the company must interview the remaining QA Auditor  
25       employees who had bid the position. In no case will any other employee be  
26       awarded a Senior QA Auditor position over an existing QA Auditor who has  
27       bid the position.  
28
  - 29       b. Those employees bidding the position from the M&R collective bargaining  
30       agreement.  
31
  - 32       c. Those employees bidding the position from any other Association Collective  
33       Bargaining Agreement.  
34
  - 35       d. Any other employee or new hire.  
36
- 37     7. Employees first awarded a Senior QA Auditor position shall hold the job on a trial  
38      basis for a period of ninety (90) work days, excluding all classroom training, in  
39      order to demonstrate their ability to perform the required work, and will be subject  
40      to a twelve (12) month stability period with the following exceptions:  
41
  - 42       a. Employees in a stability period are not precluded from bidding on Senior or QA  
43       Auditor positions, which did not exist before on a shift, in a shop, station, or  
44       location.  
45
  - 46       b. Employees who are bumped or displaced will not be subject to a stability period

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

upon exercising seniority or being furloughed.

8. All employees first awarded a Senior QA Auditor 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.

### **II. Filling Senior Quality Assurance Auditors Vacancies:**

Senior Quality Assurance Auditors vacancies shall be awarded in the following order:

1. The senior employee working as a Senior Quality Assurance Auditor who bids the position.
2. The senior employee, who holds QA Auditor 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 QA Auditor 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 QA Auditor seniority, who bids the position from the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
5. The senior employee, who does not hold QA Auditor 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.

### **JJ. Quality Assurance Auditors:**

1. Candidates for a QA Auditor position who do not hold QA Auditor seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees who do not hold QA Auditor seniority at the time of a vacancy, who meet the qualifications in Article 8 – Qualifications, 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

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

1 applied to all candidates seeking the position. Each member of the committee will  
2 score the candidate's interview results on a numerical scale. Each committee  
3 member's score will be totaled and averaged to establish the candidate's total  
4 score. Panel interview scores will remain valid for one (1) year. The senior  
5 candidate who meets the minimum passing score from the panel interview will be  
6 selected by the Company.  
7

- 8 3. Where there are ten (10) or more qualified candidates, who do not hold QA  
9 Auditor seniority, the Company may limit the interviews to the ten (10) most  
10 senior candidates in the following order:

- 11  
12 a. Those employees bidding the position from the M&R collective bargaining  
13 agreement.  
14  
15 b. Those employees bidding the position from any other Association Collective  
16 Bargaining Agreement.  
17  
18 c. Any other employee or new hire.  
19

- 20 4. Employees first awarded a QA Auditor position shall hold the job on a trial basis  
21 for a period of ninety (90) work days, excluding all classroom training, in order to  
22 demonstrate their ability to perform the required work, and will be subject to a  
23 twelve (12) month stability period with the following exceptions:

- 24  
25 a. Employees in a stability period are not precluded from bidding on  
26 QA Auditor positions, which did not exist before on a shift, in a shop,  
27 station or location, or on a Senior QA Auditor position.  
28  
29 b. Employees who are bumped or displaced will not be subject to a  
30 stability period upon exercising seniority or being furloughed.  
31

- 32 5. All employees first awarded a QA Auditor position will have their performance  
33 evaluated prior to the last day of their trial period. Employees who fail to meet  
34 performance expectations will be returned to their previous job.  
35

36 KK. Filling Quality Assurance Auditors Vacancies:  
37

38 Quality Assurance Auditors vacancies shall be awarded in the following order:  
39

- 40 1. The senior employee, who holds QA Auditor seniority, (including those on  
41 furlough) who bids the position.  
42  
43 2. The senior employee, who does not hold QA Auditor seniority, bidding the  
44 position from the M&R collective bargaining agreement, who meets the  
45 qualifications and is successful in the interview process above.  
46



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

1           3. The senior employee, who does not hold QA Auditor Seniority, bidding the  
2           position and is covered by another Association agreement, and who meets the  
3           qualifications and is successful in the interview process above.

4  
5           4. Any other employee or new hire.  
6  
7

### **LL. Senior Technical Documentation Specialists:**

8  
9

10          1. Candidates for a Senior Technical Documentation Specialists position will be  
11          required to meet the Qualifications listed in Article 8 – Qualifications.  
12

13          2. Qualified candidates shall advance to an interview by a panel interview committee  
14          that will be comprised of an equal number of members selected by the Association  
15          and the Company.  
16

17          3. The Association shall establish and maintain a list of members for each Company  
18          designated location to serve on the panel interview committee for each position,  
19          sufficient to ensure that there are no delays in the panel interview process.  
20

21          4. The Company and Union will mutually agree to establish a standard minimum  
22          passing score which will be applied to all candidates seeking the position.  
23

24          5. Each member of the committee will score the candidate's interview results on a  
25          numerical scale.  
26

27          6. Each committee member's score will be totaled and averaged to establish the  
28          candidate's total score. Panel interview scores will remain valid for one (1) year.  
29

30          7. The senior candidate who meets the minimum passing score from the panel  
31          interview will be selected by the Company.  
32

33          8. Where there are ten (10) or more qualified candidates, the Company may limit the  
34          interviews to the ten (10) most senior candidates in the following order:  
35

36           a. Those employees bidding the position that hold Technical Documentation  
37           Specialists seniority. If more than ten (10) Technical Documentation  
38           Specialists bid the position and the ten (10) senior employees fail the interview  
39           process, then the company must interview the remaining Technical  
40           Documentation Specialists employees who had bid the position. In no case  
41           will any other employee be awarded a Senior Technical Documentation  
42           Specialists position over an existing Technical Documentation Specialists who  
43           has bid the position.  
44

45           b. Those employees bidding the position from the M&R collective bargaining  
46           agreement.

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

c. Those employees bidding the position from any other Association Collective Bargaining Agreement.

d. Any other employee or new hire.

9. Employees first awarded a Senior Technical Documentation Specialists 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:

a. Employees in a stability period are not precluded from bidding on Senior or Technical Documentation Specialists positions, 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.

10 All employees first awarded a Senior Technical Documentation Specialists 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.

### **MM. Filling Senior Technical Documentation Specialists Vacancies:**

1. Senior Technical Documentation Specialists vacancies shall be awarded in the following order:

a. The senior employee working as a Senior Technical Document Specialist who bids the position.

b. The senior employee holding Technical Documentation Specialists seniority (including those on furlough) who bids the position, who meets the qualifications and is successful in the interview process above.

c. The senior employee, who holds Technical Document Specialist 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.

d. The senior employee, who does not hold Technical Document Specialist seniority, who bids the position from the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.

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

- e. The senior employee, who does not hold Technical Document Specialist 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.
- f. Any other employee or new hire.

### **NN. Technical Documentation Specialists:**

1. Candidates for a Technical Documentation Specialists position who do not hold Technical Documentation Specialists seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees who do not hold Technical Documentation Specialists seniority at the time of a vacancy, who meet the qualifications in Article 8 - Qualifications, 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 all candidates seeking the position. 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 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 Technical Documentation Specialists seniority, the Company may limit the interviews to the ten (10) most senior candidates in the following order:
  - a. Those employees bidding the position from the M&R collective bargaining agreement.
  - b. Those employees bidding the position from any other Association Collective Bargaining Agreement.
  - c. Any other employee or new hire.
4. Employees first awarded a Technical Documentation Specialists 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:

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

1 a. Employees in a stability period are not precluded from bidding on  
2 Technical Documentation Specialists positions, which did not exist  
3 before in a station or location, or on a Senior Technical Document  
4 Specialist position.

5  
6 b. Employees who are bumped or displaced will not be subject to a stability  
7 period upon exercising seniority or being furloughed.  
8

9 5. All employees first awarded a Technical Documentation Specialists position will  
10 have their performance evaluated prior to the last day of their trial period.  
11 Employees who fail to meet performance expectations will be returned to their  
12 previous job.  
13

### 14 OO. Filling Technical Documentation Specialists Vacancies: 15

16 1. Technical Documentation Specialists vacancies shall be awarded in the following  
17 order:  
18

19 a. The senior employee who holds Technical Documentation Specialists seniority  
20 (including those on furlough) who bids the position.  
21

22 b. The senior employee, who does not hold Technical Document Specialist  
23 seniority, who bids the position from the M&R collective bargaining agreement,  
24 who meets the qualifications and is successful in the interview process above.  
25

26 c. The senior employee, who does not hold Technical Document Specialist  
27 seniority, who bids the position and is covered by another Association  
28 agreement, and who meets the qualifications and is successful in the interview  
29 process above.  
30

31 d. Any other employee or new hire.  
32

### 33 PP. Senior Maintenance Planner: 34

35 1. Candidates for a Senior Maintenance Planner position will be required to meet the  
36 Qualifications listed in Article 8 – Qualifications.  
37

38 2. Qualified candidates shall advance to an interview by a panel interview committee that  
39 will be comprised of an equal number of members selected by the Association and  
40 the Company.  
41

42 3. The Association shall establish and maintain a list of members for each Company  
43 designated location to serve on the panel interview committee for each position,  
44 sufficient to ensure that there are no delays in the panel interview process.  
45

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

- 1 4. The Company and Union will mutually agree to establish a standard minimum passing  
2 score which will be applied to each candidate.  
3
- 4 5. Each member of the committee will score the candidate's interview results on a  
5 numerical scale.
- 6 6. Each committee member's score will be totaled and averaged to establish the  
7 candidate's total score.  
8
- 9 7. Panel interview scores will remain valid for one (1) year. The senior candidate who  
10 meets the minimum passing score from the panel interview will be selected by the  
11 Company.  
12
- 13 8. Where there are ten (10) or more qualified candidates, the Company may limit the  
14 interviews to the ten (10) most senior candidates in the following order:  
15
  - 16 a. Those employees bidding the position that hold any Planner seniority. If more than  
17 ten (10) Planners bid the position and those ten (10) senior employees fail the  
18 interview process, then the company must interview the remaining Planners who  
19 had bid the position. In no case will any other employee be awarded a Senior  
20 Planner position over an existing Planner who has bid the position.  
21
  - 22 b. Those employees bidding the position from the M&R collective bargaining  
23 agreement.  
24
  - 25 c. Those employees bidding the position from any other Association Collective  
26 Bargaining Agreement.  
27
  - 28 d. Any other employee or new hire.  
29
- 30 9. Employees first awarded a Senior Maintenance Planner position shall hold the job on  
31 a trial basis for a period of ninety (90) work days, excluding all classroom training, in  
32 order to demonstrate their ability to perform the required work, and will be subject to  
33 a twelve (12) month stability period with the following exceptions:  
34
  - 35 a. Employees in a stability period are not precluded from bidding on Senior or Planner  
36 positions, which did not exist before on a shift, in a shop, station, or location.  
37
  - 38 b. Employees who are bumped or displaced will not be subject to a stability period  
39 upon exercising seniority or being furloughed.  
40
- 41 10. All employees first awarded a Senior Maintenance Planner position will have their  
42 performance evaluated prior to the last day of their trial period. Employees who fail to  
43 meet performance expectations will be returned to their previous job.  
44
- 45 QQ. Filling Senior Maintenance Planner Vacancies:  
46

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

1. Senior Maintenance Planner vacancies shall be awarded in the following order:

- a. The senior employee working as a Senior Maintenance Planner who bids the position.
- b. The senior employee who holds any Planner seniority (including those on furlough) who bids the position and is successful in the interview process above.
- c. The senior employee, who holds 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.
- d. The senior employee, who does not hold Planner seniority, who bids the position from the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
- e. 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.
- f. Any other employee or new hire.

RR. Maintenance Planner:

1. Candidates for a Maintenance Planner position who do not hold Planner seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.
2. Employees who do not hold Planner seniority at the time of a vacancy, who meet the qualifications in Article 8 – Qualifications, 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.
3. 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.
4. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to all candidates seeking the position.
5. Each member of the committee will score the candidate's interview results on a numerical scale.
6. Each committee member's score will be totaled and averaged to establish the candidate's total score.

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

- 1 7. Panel interview scores will remain valid for one (1) year. The senior candidate who  
2 meets the minimum passing score from the panel interview will be selected by the  
3 Company.  
4
- 5 8. Where there are ten (10) or more qualified candidates, who do not hold Planner  
6 seniority, the Company may limit the interviews to the ten (10) most senior  
7 candidates in the following order:  
8
  - 9 a. Those employees bidding the position from the M&R collective bargaining  
10 agreement.  
11
  - 12 b. Those employees bidding the position from any other Association Collective  
13 Bargaining Agreement.  
14
  - 15 c. Any other employee or new hire.  
16
- 17 9. Employees first awarded a Maintenance Planner position shall hold the job on a trial  
18 basis for a period of ninety (90) work days, excluding all classroom training, in order  
19 to demonstrate their ability to perform the required work, and will be subject to a  
20 twelve (12) month stability period with the following exceptions:  
21
  - 22 a. Employees in a stability period are not precluded from bidding on any Planner  
23 positions, which did not exist before on a shift, in a shop, station or location, or on  
24 a Senior Planner position.  
25
  - 26 b. Employees who are bumped or displaced will not be subject to a stability period  
27 upon exercising seniority or being furloughed.  
28
- 29
- 30 10. All employees first awarded a Maintenance Planner position will have their  
31 performance evaluated prior to the last day of their trial period. Employees who fail  
32 to meet performance expectations will be returned to their previous job.  
33

### **SS. Filling Maintenance Planner Vacancies:**

- 34
- 35
- 36 1. Maintenance Planner vacancies shall be awarded in the following order:  
37
  - 38 a. The senior employee who holds any Planner seniority (including those on furlough)  
39 who bids the position.  
40
  - 41 b. The senior employee, who does not hold Planner seniority, who bids the position  
42 from the M&R collective bargaining agreement, who meets the qualifications and  
43 is successful in the interview process above.  
44

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

1 c. The senior employee, who does not hold Planner seniority, who bids the position  
2 and is covered by another Association Agreement, and who meets the  
3 qualifications and is successful in the interview process above.

4  
5 d. Any other employee or new hire.  
6  
7

### 8 TT. Bid and Award Process: 9

10 1. The process for identifying and awarding vacancies will be conducted on a weekly  
11 cycle as follows for all applicable classifications:  
12

13 a. On Saturday of each week at 00:01 CST, the Company will post an online  
14 notification list of the stations/locations/shops declaring vacancies for that week.

15

- 16 • The list will include the actual number of declared vacancies.

17

- 18 • The transfer list standing will be dynamic during the week and will be shown  
19 via the online tool in seniority order.  
20

21 b. The transfer list for those listed vacancies will be closed on the following Tuesday  
22 at 23:59 CST and a snapshot of the list will be taken at that time.  
23

24 c. The employee may add or remove his standing transfer request or change the  
25 order of preference anytime during the above timeframe (Sat. 00:01 CST to  
26 Tuesday 23:59 CST).  
27

28 d. All necessary paperwork (e.g. Work Experience Review form and supporting  
29 documents) will be required to be complete online prior to the vacancy being  
30 awarded.  
31

32 e. Employees will have seven (7) days after the posting closes (Thursday at 23:59  
33 CST) to provide the necessary paperwork. Note: Employees do not have to wait  
34 until the posting closes; they may send the documents at the time that they add  
35 their name to the transfer list.  
36

37 f. Employees without paperwork will not be considered qualified and will not be  
38 awarded a vacancy.  
39

40 g. Employees with incomplete paperwork, or who do not meet the experience  
41 requirements, as determined by the WER Panel, will not be considered qualified,  
42 and will not be awarded the vacancy.  
43

44 h. Any employee whose name appears on the list after Tuesday at 23:59 CST may  
45 refuse the transfer by removing his name from the list by Thursday at 23:59 CST.  
46 If the employee does not remove his name from the list during this forty-eight



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

1 (48) hour period, and is awarded a vacancy, he will be considered to have  
2 accepted the position.  
3

- 4 i. The employee will be notified during JetNet sign-in of the final award.  
5  
6 j. Employees will also be sent an email notification to their aa.com email address.  
7  
8 k. Once the final award has been posted and employee notified via JetNet, the  
9 Company cannot subsequently rescind the award.  
10  
11 l. The employee must report to the station awarded on the specified date unless  
12 mutually agreed to by the Company and the Union.  
13

## **ARTICLE 10 – PROBATIONARY PERIOD**

- 1 A. New employees shall be regarded as probationary employees for the first ninety  
2 (90) work days of their employment, and there shall be no responsibility on the part  
3 of the Company for the re-employment of probationary employees if they are  
4 discharged or laid off during this period. If retained in the service after the  
5 probationary period, the names of such employees shall then be placed on the  
6 seniority list for their respective classification in order of the date of their original  
7 hiring at the point and on the system seniority roster. The Company will furnish the  
8 TWU Local President, IAM General Chair, and Local Union Representative with  
9 the names, classification, department, and rate of pay of all new employees on the  
10 first (1st) of each month.  
11
- 12 B. In the event a probationary employee is granted a leave of absence, upon the  
13 employees return to work the probationary period will be extended by the number  
14 of work days remaining to complete the probationary period.  
15
- 16 C. Probationary employees may be released at the Company's discretion and no  
17 probationary employee shall have the right to grieve any such action of the  
18 Company.  
19
- 20 D. If a probationary employee is released and is rehired within a period not exceeding  
21 his previous service, his previous time worked will count towards the completion  
22 of his 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 in Article 25 - Leaves of Absence.  
28

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

- 35 1. He quits, resigns or retires.
- 36
- 37 2. He is discharged for just cause.
- 38
- 39 3. He does not inform the Company of his intent to return to work, or the employee  
40 fails to report to work in accordance with Article 12 – Recall.
- 41
- 42 4. He fails to return from a leave of absence within the scheduled period.
- 43
- 44 5. Otherwise provided for in this Agreement.
- 45
- 46

## **ARTICLE 11 - SENIORITY**

- 1 F. Employees who are furloughed shall continue to accrue classification seniority for  
2 five (5) years from date of furlough and thereafter shall only maintain their seniority  
3 status while on furlough. Employees who refuse recall will have their names removed  
4 from the seniority list and shall be deemed to have resigned.  
5
- 6 G. All references in this Agreement to seniority will mean Classification Seniority, except  
7 where specific reference is made to Company or Pay seniority.  
8
- 9 H. Upon ratification of this Agreement, the initial combined seniority lists resulting from  
10 the merger of American Airlines and US Airways covering the classifications  
11 contained therein shall become effective and shall govern seniority under the terms  
12 of this Agreement.  
13
- 14 I. Seniority under this Agreement shall be by Basic Classification(s) listed below and  
15 shall accrue from the date of entering a classification on a regular assignment.  
16 Employees new to the Planner/Tech Doc and QA Auditor classification shall appear  
17 in order below the ranked employees listed on the initial combined seniority list.  
18
- 19 1. QA Auditor & Senior QA Auditor
  - 20 2. Aviation Maintenance Technician & OSM
  - 21 3. GSE/Facilities Maintenance Mechanic & GSE/Facilities MSP
  - 22 4. Planner/Technical Documentation Specialists & Senior Planner/Technical
  - 23 Documentation Specialists
  - 24 5. Cleaner
- 25
- 26 J. Premium Classification seniority under this Agreement shall be established for  
27 employees new to the classification(s) listed below utilizing their basic classification  
28 date upon entry into the classification and shall appear in order with other employees'  
29 basic classification dates below the ranked employees listed on the initial combined  
30 seniority list. This provision is effective for establishment of Premium Classification  
31 seniority following the issuance of the final combined seniority lists published June 15,  
32 2017.  
33
- 34 1. Inspector
  - 35 2. Technical Crew Chief AMT & Crew Chief AMT
  - 36 3. Technical Crew Chief GSE/Facilities & Crew Chief GSE/Facilities
  - 37 4. Crew Chief Cleaner
- 38
- 39 K. Employees who occupy a ranked position in the Premium Classification of Inspector,  
40 Technical Crew Chief AMT, Crew Chief AMT, Technical Crew Chief GSE/Facilities, or  
41 Crew Chief GSE/Facilities shall, upon voluntarily moving to any other position covered  
42 under this or any Association Agreement, be removed from the ranked status on the  
43 Premium Classification seniority list. Should that same employee subsequently  
44 reenter the Premium Classification, he shall establish seniority in that classification in  
45 the same manner as other employees who enter the classification for the first time as  
46 described herein.

## **ARTICLE 11 - SENIORITY**

- 1  
2 L. The Company shall post a seniority list by the last day of January of each year and  
3 employees or the Association may protest any omission or error affecting any  
4 employee's seniority within thirty (30) days of the current posting. Such lists, published  
5 by Group or Classification, will provide, at minimum, the name, employee number,  
6 seniority number, Classification seniority date, Company seniority date, job  
7 classification, and station of each employee, covered under this Agreement. Any  
8 employee on leave at the time of posting will have a period of thirty (30) days from his  
9 date of return to service to file a protest.  
10  
11 M. An employee having Classification seniority who moves to a position in a classification  
12 of work in this or another Association Agreement within the Company will continue to  
13 accrue Classification seniority in the Classification and Group from which he  
14 transferred.  
15  
16 N. Employees covered by this Agreement may be assigned to special projects in the  
17 interest of the Company that are outside the normal scope of their duties. Employees  
18 assigned to such projects shall continue to be covered by this Agreement during the  
19 term of the assignment. The Company shall advise, meet and/or confer with the  
20 Association prior to any such assignment of an employee or employees to discuss the  
21 nature of the project and any conditions that may be associated with the assignment.  
22 Employees on special assignments initiated under the conditions described in this  
23 paragraph shall retain and continue to accrue all seniority while on the assignment.  
24  
25 O. Employees may be assigned on a voluntary basis to supervisory or managerial duties  
26 (except the issuance of discipline) that are considered short term in nature. The  
27 Company will not create a personnel documentation change for employees assigned  
28 under these terms and the employees shall be considered to be part of the bargaining  
29 unit during the term of the assignment. Employees assigned under the conditions  
30 described in this paragraph shall retain and accrue seniority for a total of sixty (60)  
31 work days measured over the duration of their career. Any employee who exceeds  
32 sixty (60) work days in any supervisory or managerial assignment described in this  
33 paragraph shall lose all seniority under this Collective Bargaining Agreement and any  
34 other Association Collective Bargaining Agreement containing these same provisions.  
35 The Company shall provide a monthly report to the Association that records all  
36 persons assigned under this paragraph and the days of the assignment(s).  
37  
38 P. Employees who transfer to any position outside of the coverage of any Association  
39 Collective Bargaining Agreement, other than those assignments described in  
40 paragraphs (M) and (N) above shall continue to retain and accrue seniority for a period  
41 not to exceed ninety (90) days measured over the duration of their career. Any such  
42 employee who exceeds ninety (90) days, measured over their career, shall lose all  
43 seniority under this Collective Bargaining Agreement and any other Association  
44 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:**

1. 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 – Filling of Vacancies, 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 day notice and affected employees working a four (4) day workweek will be given eight (8) work day 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 – Hours of Service 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**

A. 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.

B. Unable to Exercise Premium Classification Seniority (Technical Crew Chief, Inspector, 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:

1. Bump the most junior employee, in the Premium Classification and Grouping abolished or bumped from, in any station,

OR

2. 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.

Note: Employees are not required to bump down to an OSM or to an MSP position. If an employee chooses not to bump down to an OSM in his location, he can accept furlough only and cannot exercise on the system as described below. If an employee chooses to displace an OSM at his location in lieu of furlough this employee will be considered an AMT for all pay and benefit purposes including license pay, but will be limited to the duties of an OSM as outlined in Articles 6- Scope and 7 - Classifications; except, that any AMT occupying an OSM position may be utilized to perform AMT work for which he is qualified after all overtime opportunities have been exhausted in the station (in accordance with the Overtime Guidelines).

C. 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:

1. Accept furlough,

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

OR

2. Bump the most junior employee, by current Basic Classification and Grouping, in any station,

OR

3. Bump the most junior employee in another Classification Group if seniority is held in that Grouping at the original station bumped or abolished from.

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

1. Bump the most junior employee in another Association Classification Group if seniority is held in that grouping in their station,

OR

2. 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

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

OR

4. 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.

5. Employees may not bump from a lower Basic Classification to a higher Basic Classification (e.g. Cleaner to Stores or Mechanic, or Stores to Mechanic), or from a Basic Classification to a Premium Classification (e.g. Mechanic to Crew Chief, Mechanic to Inspector, etc.)
6. 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



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

badge requirements are met per Article 21 – Issuance of SIDA badge.

7. 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**

- A. 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.
- B. 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.
- C. An employee on furlough status will only be recalled to his recall station, unless he is awarded a bid, via the automated bid/recall system for any other vacancy.
- D. All employees electing furlough due to a reduction in force will maintain a current address and phone number with the Company. Any change in address and/or phone number must be updated on JetNet or by calling Team Member Service Center at 1-800-447-2000.
- E. In the event the Company no longer staffs employees covered by this Agreement at an employee's recall station, all employees now and hereafter on furlough from such station or who have selected such station as their recall station will be required to select a new recall station, first from any other station from which he was reduced if still active, and, if none, then from any other active maintenance station. This change of designated recall station must be made in the Company's automated bid/recall system within thirty (30) days of written notice from the Company. Notification to the employee will be by certified or registered United States mail, return receipt requested, or by United Parcel Service or equivalent, confirmation of delivery requested. Failure to comply with the above will result in loss of employee's seniority and employment status. Should the Company resume staffing of employees covered by this Agreement into an inactive station, then the employee, if reduced from that station and still on furlough, can elect through the notification procedures above to designate such station as his recall station.
- F. An employee on furlough status holding seniority in more than one (1) Basic Classification, who refuses recall to one (1) of those classifications in their designated recall station, will be removed from that seniority list.
- G. The Company will consider qualified furloughed covered employees for vacancies

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

1 under the Agreement prior to hiring new employees to fill such vacancies.

2  
3 H. Any furloughed employee accepting recall or bidding a job will return to the step on  
4 the pay scale occupied at the time of his furlough.

5  
6 I. Employees recalled from a furlough to their former classification shall not be paid a  
7 lower rate than they were receiving prior to the furlough unless a new contract with a  
8 reduction in rates of pay shall at the time of recall be in effect between the Company  
9 and the Union.

10  
11 J. Employees recalled from a furlough to their former classification shall not be paid a  
12 lower rate than they were receiving prior to the furlough unless a new contract with a  
13 reduction in rates of pay shall at the time of recall be in effect between the Company  
14 and the Union.

15  
16 K. Should an employee who has been recalled or awarded a bid from furlough, be  
17 bumped again prior to reporting to work, such employee will be allowed to again  
18 exercise his seniority subject to the provisions in this Agreement. Employees in this  
19 situation who are allowed to re-exercise their seniority will continue to be considered  
20 in an inactive furlough status until they return to work.

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

34  
35 M. Any employee who has been furloughed and is off payroll who fails to notify the  
36 Company of acceptance/refusal within the ten (10) days, fails to initiate their portion  
37 of the background and fingerprint application process within the seventy-two (72)  
38 hours (exclusive of weekends and holidays) of acceptance of recall, or who fails to  
39 provide any additional information requested within the specified time, or who fails  
40 to return to duty on the required report date, will be considered to have refused  
41 recall and will be removed from that seniority list.

42  
43 N. If the employee requires an extension to any of the above time limits due to  
44 extenuating circumstances, it must be requested through the Company at the phone  
45 number provided in the instruction packet prior to the original deadline. The Company

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

1 will furnish the IAM General Chair/TWU Local President or designated Local Union  
2 Representative a copy of all extension requests. The Company will respond  
3 to the employee within seven (7) days, with a copy to the IAM General  
4 Chair/TWU Local President or designated Local Union Representative.

5  
6 O. TWU represented employees who hold a recall/reassignment, under the 2012  
7 AA/TWU Agreement, as of the Date of Ratification of this Agreement, will maintain  
8 those rights until such time their rights are exhausted.

9  
10 P. Accrual of seniority for pay purposes shall not exceed ninety (90) days for employees  
11 who are furloughed.

### Voluntary Separation in Lieu of Furlough

12  
13  
14 U. In any location, classification and bid area where any employee will be involuntarily  
15 reduced from the location, classification and bid area, another more senior employee  
16 who would have otherwise been unaffected by the reduction may volunteer for  
17 separation. Separation benefits will include the identical benefits as found in Article  
18 13 – Furlough Benefits, except that such employee will be separated from the  
19 Company and will have no further rights under the agreement. Employees who have  
20 less than fifteen (15) years of service and are not eligible for retiree benefits will  
21 receive online pass travel for three (3) years on the airline and employees who have  
22 completed fifteen (15) years of service and are not eligible for retiree benefits will  
23 receive lifetime online pass travel on the airline.  
24  
25

## **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.

21  
22

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

## **ARTICLE 14 – HOURS OF SERVICE**

- 1 A. The standard workday (shift) shall be eight (8) consecutive hours, exclusive of a  
2 one-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  
5 areas.  
6
- 7 B. Each employee will be scheduled for two (2) days off during each workweek. The  
8 Company will make every reasonable effort to arrange work schedules so that,  
9 whenever practicable, those days will be Saturday and Sunday. When an  
10 employee's days off are other than Saturday and Sunday, they will be two (2)  
11 consecutive days or Sunday in one work week and Monday in the following work  
12 week.  
13
- 14 C. All time worked in any continuous tour of duty, including overtime, will be  
15 considered as work performed on the workday within which the tour of duty is  
16 started.  
17
- 18 D. Where the Company or Union proposes the use of ten (10) hour shifts, such shifts  
19 may be implemented in any location or bid area within a location where the  
20 Company and the Union (IAM General Chair/TWU Local President) mutually  
21 agree.  
22
- 23 1. Where ten (10) hour shifts are established or currently exist the  
24 Company or the Union (IAM General Chair/TWU Local President) will  
25 have the right to cancel by providing written notice to the other party no  
26 less than sixty (60) days prior to the next scheduled rebid, unless the  
27 parties mutually agree otherwise.  
28
- 29 2. Cancellation of ten (10) hour shifts, by either party, will be based on a  
30 review of flight schedules or workload. The cancellation of ten (10) hour  
31 shifts, by either party, will not be done arbitrarily.  
32
- 33 E. Where four (4) day weeks are utilized:  
34
- 35 1. Ten (10) consecutive hours, exclusive of a one-half (1/2) hour unpaid  
36 meal period, shall constitute a work day. Forty (40) hours, consisting of  
37 four (4) ten (10) hour consecutive days, midnight Sunday to midnight  
38 Sunday, shall constitute the work week. Nothing will prohibit the  
39 Company from scheduling Saturday, Sunday, and Monday or Sunday  
40 Monday, and Tuesday as the three (3) consecutive days off.  
41
- 42 F. All employees will be allowed a five (5) minute cleaning up period at the end of  
43 each shift, which an employee can use for wash up, and changing clothes.  
44
- 45 G. All employees who are not assigned to the Line at the terminals will be allowed a  
46 fifteen (15) minute rest period during the first (1st) half of their shift and fifteen (15)

## **ARTICLE 14 – HOURS OF SERVICE**

1 minute rest period during the last half of their shift for the purpose of relaxation,  
2 smoking, etc.

3  
4 H. Employees who work the Line at the terminals will be allowed reasonable breaks  
5 as time will permit.  
6

7 I. Where three (3) standard eight (8) hour shifts are employed, the starting time of  
8 the first (1st) shift will not be earlier than 0600 and not later than 0800, the second  
9 (2nd) shift will start no earlier than thirty (30) minutes prior to the end of the first  
10 (1st) shift and the third (3rd) shift will start no earlier than thirty (30) minutes prior  
11 to the end of the second (2nd) shift.  
12

13 1. Start times for shifts greater than the standard shift or in locations where  
14 three (3) standard shifts are not employed will be based on the  
15 requirements of service in the location.  
16

17 2. Shift starting times shall be either on the hour or on the quarter-hour. In  
18 establishing additional shifts at Line Maintenance stations, it shall not  
19 operate to cause any reduction of force of an employee who is covered  
20 by this Agreement.  
21

22 J. The regular starting and stopping time for all shifts and days off will be scheduled  
23 and posted at each station or facility and shall not be changed without seven (7)  
24 days notice to any employee affected by such change. Where there are Federal or  
25 State Daylight Saving laws, the hours may be changed to meet such laws.  
26

27 K. Adverse Condition Day - When a decision is made by Federal, State or Local  
28 Government officials that prohibits an individual employee from reporting to work  
29 (i.e. Travel Ban, Curfew, or State of Emergency), the employee will notify the  
30 Company as soon as practical, and the Company will approve the options listed  
31 below.  
32

33 1. An employee who is scheduled and reports to work on time will be  
34 entitled to full pay for the day, unless the employee voluntarily agrees to  
35 either take the rest of the day off without pay, or to use any other  
36 compensated time off (excluding block vacation and sick) to make up  
37 his wages for time missed when absent due to adverse conditions.  
38

39 2. An employee arriving later than the beginning of the shift will be paid  
40 only for the actual hours worked and may use HAT (paid in a minimum  
41 of one (1) hour increments at straight time) to cover any time lost, or take  
42 time missed without pay at the employee's option.  
43

44 3. When an employee is absent due to adverse conditions, and is unable  
45 to report to work, he will not receive regular pay for that day. The  
46 employee, at his option, may use any other compensated time off

## **ARTICLE 14 – HOURS OF SERVICE**

(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.

- L. Airport or Facility Closure - Employees will be notified by the Company of the closure and shall receive a minimum of half of their regular scheduled hours pay at the regular hourly rates, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift, whichever period is shorter. The employee at his option may use any other compensated time off (excluding block vacation and sick) to make up his wages.
- M. As a result of severe weather/natural disaster, the Company may at its discretion provide hotel rooms, meal vouchers and transportation, to and from, the hotel to those employees necessary to maintain the operation.
- N. Employees working a standard shift shall be granted an uninterrupted thirty (30) minute unpaid meal period, except when a longer period is agreed upon between the parties (the Company and Local Union), to begin not earlier than three (3) hours after the commencement of the scheduled shift and not end later than five and one-half (5 ½) hours after the commencement of the scheduled shift. Every reasonable effort will be made to allow all employees to take their meal period as scheduled. However, if the meal period is interrupted, due to operational necessity, he will be paid an additional thirty (30) minutes at the rate of time and one-half (1.5X) and the employee will then be rescheduled for an uninterrupted meal period beginning no later than six and one-half (6 ½) hours after the commencement of the scheduled shift.
- O. Employees working a scheduled shift longer than the standard shift shall be granted an uninterrupted thirty (30) minute unpaid meal period, except when a longer period is agreed upon between the parties (the Company and Local Union), to begin not earlier than four (4) hours after the commencement of the scheduled shift and not end later than six and one-half (6 ½) hours after the commencement of the scheduled shift. Every reasonable effort will be made to allow all employees to take their meal period as scheduled. However, if the employee's meal period is interrupted, due to operational necessity, he will be paid an additional thirty (30) minutes at the rate of time and one-half (1.5X) and the employee will then be rescheduled for an uninterrupted meal period beginning no later than seven and one-half (7 ½) hours after the commencement of the scheduled shift.
- P. To the extent applicable law requires that employees covered by this Agreement be provided with different break and meal periods than are set forth in this Agreement, and such law cannot be waived by the parties, an employee shall be entitled to the more generous break and meal period schedule provided by applicable law or this Agreement.



## **ARTICLE 14 – HOURS OF SERVICE**

Q. Employees who work in a location that changes to Daylight Saving Time, will on the date and shift that Daylight Saving Time goes into effect, work their regularly scheduled number of hours. Employees who work in a location that changes from Daylight Saving Time, will on the date and shift that Standard Time goes into effect, be required to work one (1) hour in addition to their regularly scheduled workday, and will be compensated for the additional hour at the applicable overtime rate. If the Company 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) or thirty (30) minutes prior to the normal shift starting times for that location. Scheduling of a Crew Chief to start his shift thirty (30) minutes prior to their normal shift start time (other than those on DOR currently working thirty (30) minutes prior to the start time), will be based on operational needs and will not be done arbitrarily. 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. Planner / Technical Documentation Specialists classifications:

1. Planner or Technical Documentation Specialists schedules and/or shift start times are established by the Company based on the needs of service. However, with Company approval, Planner or Technical Documentation Specialists may start their workday within two-and-one-half (2 ½) hours of the established shift start time on the hour or quarter hour based on needs of service. Such start time adjustments will be approved during the rebid by bid area and remain in effect unless change is required based on the needs of service.

V. Quality Assurance Classification:

1. Quality Assurance Auditors workweek will consist of five (5) work days and two (2) consecutive days off within a workweek. For the purposes of this Agreement a workweek will begin at midnight Sunday to midnight Sunday. Days off and shifts may be changed by the Company provided at least seven (7) days' notice

## **ARTICLE 14 – HOURS OF SERVICE**

1 is provided. In the event of an unplanned investigation or audit, less than seven  
2 (7) days' notice may be given.

- 3
- 4 2. QA auditors who are not receiving a shift premium, on their assigned shift, will  
5 receive the shift premium for any hours worked on a shift that receives shift  
6 premium.
- 7
- 8 3. An employee's shift start time can only be changed twice during the work week  
9 for the purpose of travel related to the needs of service.
- 10
- 11 4. Quality Assurance Auditors schedules and/or shift start times are established  
12 by the Company based on the needs of service. However, with Company  
13 approval, Quality Assurance Auditors may start their workday within two-and-  
14 one-half (2 ½) hours of the established shift start time on the hour or quarter  
15 hour based on needs of service. Such start time adjustments will be approved  
16 during the rebid by bid area and remain in effect unless change is required  
17 based on the needs of service.
- 18
- 19
- 20

## **ARTICLE 14.1 - REBID**

- 1 A. Local preference for all classifications will govern all changes to shift / days off /  
2 and work location(s) within the bid area; at all stations by respective classification  
3 seniority. Bid area work location(s) will be established by the Company in  
4 consultation with the designated Union Representative(s). Shift / days off / work  
5 location(s) preference sheets will be maintained within each station and will be  
6 utilized for all changes of shifts/days off/and work location(s) within the bid area.  
7 Preference sheets may be hard copy or bid through an electronic equivalent.  
8
- 9 B. Preference sheets will be sorted by classification seniority. If not done  
10 electronically, each rebid the employee must complete a preference sheet and  
11 provide a copy to their supervisor and the designated Union Representative(s).  
12 The preference sheet must be date stamped and signed by both the employee and  
13 their supervisor. The preference sheet will be utilized for all rebids. The employee  
14 must retain a copy of the 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  
19 the 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  
21 rebid, must be posted at least seven (7) days prior to effective date of the schedule  
22 change, 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  
27 the month. The effective start date of the rebid may not be later than the 15th of  
28 the month, unless otherwise mutually agreed to by the designated Local Union  
29 Representative 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)  
34 within the bid area.  
35
- 36 G. Upon return to regular duty the employee will be assigned a shift/days off / and  
37 work location(s) within the bid area based on his classification seniority. The  
38 employee will remain in that position until he is able to bid into another position,  
39 via the rebid or posted opening, based on his classification seniority.

## **ARTICLE 14.1 - REBID**

- 1 H. No employee will be allowed to bid for another employee.
- 2
- 3 I. To be eligible to participate in the rebid, an employee must have received
- 4 notification of his scheduled report date to their new bid area prior to the
- 5 beginning of the shift/days off/work location(s) within the bid area selection
- 6 process.
- 7
- 8 J. Employees may be assigned to multiple tasks and/or assignments during the
- 9 course of his shift at his station within his bid area. It is understood that all
- 10 assignments will be made through the respective Crew Chief.

## **ARTICLE 14.2 - REALIGNMENTS**

- 1 A. In addition to the three (3) fixed rebids per calendar year as described in Article 14,  
2 the Company may utilize a realignment in each bid area one (1) time per calendar  
3 year.  
4
- 5 B. Any additional realignment above the one (1) per bid area, per calendar year must  
6 be mutually agreed to by the designated Union representative and the Company.  
7
- 8 C. The realignment may occur when there is no change in total staffing levels in a bid  
9 area by classification, but there is a change in shift staffing level or start times. The  
10 realignment will be accomplished in the same manner as outlined in the rebid  
11 process.

### **ARTICLE 14.3 – ABSENCE FROM DUTY**

- 1 A. 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  
4 shift as possible. Notwithstanding the above, an employee may flex the starting  
5 time, up to fifteen (15) minutes without pay or penalty to the attendance record, twice  
6 per calendar year.

## **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 1. 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 2. 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  
12 may approve shift swap requests with less notice. Such approval shall not be  
13 unreasonably withheld. Twelve (12) months after DOR, the Company shall meet  
14 with the Union to discuss reducing these notice requirements.  
15
- 16 B. Employees are personally responsible for work on the day/shift, however, they will be  
17 considered normally assigned for all purposes.  
18
- 19 C. 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 Note: After a warning/suspension with no other violations for the next twelve (12)  
28 months, the warning/suspension process will reset.  
29
- 30 D. 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 E. 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 F. 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**

- 1 G. An employee who has agreed to work for another employee may trade the entire  
2 obligation with one other employee.  
3
- 4 H. Only the employee authorizing another to work his day/shift will be charged for the  
5 authorization. Employees may shift swap off their regularly scheduled shift a maximum  
6 of thirty-two (32) times per calendar quarter. A shift swap involving an exchange of  
7 shifts in a thirty (30) day period will not count toward the thirty-two (32) quarterly  
8 maximum. Employees may trade off one half (1/2) of their shift, which will be included  
9 in the maximum thirty-two (32) times per calendar quarter:  
10
- 11 1. An employee swapping half of his shift may only do so with one (1) other employee,  
12 either the first or second half of the shift.  
13
- 14 2. An employee wishing to swap away an entire shift may only do so with one (1)  
15 other employee who will assume the entire shift.  
16
- 17 I. Employees participating under these provisions will be eligible for overtime on the shift  
18 preceding and following the swap, but not on his regular shift (i.e., the shift he swapped  
19 off) and will be paid and charged at the applicable rate of pay. These employees will  
20 not be eligible for paid rest and will be responsible for disqualifying themselves from  
21 any overtime that would result in paid rest.  
22
- 23 J. Employees may work a maximum of sixteen (16) consecutive hours (excluding unpaid  
24 meal periods) during a twenty-four (24) hour period as a result of shift swaps:  
25
- 26 1. Where employees swap and there is a duty free period of at least fourteen (14)  
27 hours between the end of one duty period and the start of a new duty period, such  
28 swaps will not be considered as consecutive days for application of this provision.  
29
- 30 2. Employees may shift swap to work back-to-back double shifts, once per workweek.  
31
- 32 3. There must be a minimum of seven (7) hours of rest between each of the double  
33 shifts worked back-to-back.  
34
- 35 K. Employees who have a swap to work scheduled within twenty-four (24) hours of a  
36 field service trip are ineligible for that field service trip. If an employee is on a field  
37 service trip and it becomes evident that the field service trip will extend into a  
38 scheduled swap, the employee will notify management and the employee will be paid  
39 at the straight time rate of pay during the swap period. If an employee is on a field  
40 service trip and it becomes evident that the field service trip will extend into a  
41 scheduled swap-off, the employee will notify management and the employee will be  
42 paid at straight time rate of pay for any hours worked that fall within the employee's  
43 originally scheduled shift(s). No overtime payment or paid rest will be paid as a result  
44 of working the swap.



## **ARTICLE 15 - SHIFT SWAPS**

- 1 L. Receipt of discipline for violation of the swap provisions will not disqualify the  
2 employee from eligibility for upgrades.  
3
- 4 M. 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 N. 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 O. 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 P. 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 Q. 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, Inspector 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 as of DOR plus three (3) years. 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 position.

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.

		<u>AMT</u>			
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	28.69	29.26	29.85	30.45	31.06
1-2	31.16	31.78	32.42	33.07	33.73
2-3	33.16	33.82	34.50	35.19	35.89
3-4	35.35	36.06	36.78	37.52	38.27
4-5	37.81	38.57	39.34	40.13	40.93
5-6	47.95	48.91	49.89	50.89	51.91
6-7	48.05	49.01	49.99	50.99	52.01
7-8	48.15	49.11	50.09	51.09	52.11
8-9	<u>49.20</u>	<u>50.18</u>	<u>51.18</u>	<u>52.20</u>	<u>53.24</u>

		<u>Inspectors</u>			
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	28.69	29.26	29.85	30.45	31.06
1-2	31.17	31.79	32.43	33.08	33.74
2-3	33.18	33.84	34.52	35.21	35.92
3-4	35.40	36.11	36.83	37.57	38.32

# **ARTICLE 16 – COMPENSATION**

4-5	37.91	38.67	39.44	40.23	41.04
5-6	48.61	49.58	50.57	51.58	52.61
6-7	48.71	49.68	50.67	51.68	52.71
7-8	48.81	49.79	50.79	51.81	52.85
8-9	49.86	50.86	51.88	52.92	53.98

<u>Plant Mx</u>					
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	26.76	27.30	27.85	28.41	28.98
1-2	29.23	29.81	30.41	31.02	31.64
2-3	31.23	31.85	32.49	33.14	33.80
3-4	33.42	34.09	34.77	35.47	36.18
4-5	35.88	36.60	37.33	38.08	38.84
5-6	46.02	46.94	47.88	48.84	49.82
6-7	46.12	47.04	47.98	48.94	49.92
7-8	46.22	47.14	48.08	49.04	50.02
8-9	<u>47.27</u>	<u>48.22</u>	<u>49.18</u>	<u>50.16</u>	<u>51.16</u>

1

<u>Utility/Cleaners</u>					
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	16.00	16.32	16.65	16.98	17.32
1-2	17.93	18.29	18.66	19.03	19.41
2-3	19.26	19.65	20.04	20.44	20.85
3-4	20.75	21.17	21.59	22.02	22.46
4-5	22.30	22.75	23.21	23.67	24.14
5-6	24.37	24.86	25.36	25.87	26.39
6-7	26.08	26.60	27.13	27.67	28.22
7-8	26.21	26.73	27.26	27.81	28.37
8-9	27.02	27.56	28.11	28.67	29.24
9-10	<u>27.62</u>	<u>28.17</u>	<u>28.73</u>	<u>29.30</u>	<u>29.89</u>

<u>Planners</u>					
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</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>

## ARTICLE 16 – COMPENSATION

<u>QA Auditors</u>					
<u>YOS</u>	<u>DOR</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	31.33	31.96	32.60	33.25	33.92
1-2	33.85	34.53	35.22	35.92	36.64
2-3	35.94	36.66	37.39	38.14	38.90
3-4	38.14	38.90	39.68	40.47	41.28
4-5	40.61	41.42	42.25	43.10	43.96
5-6	50.34	51.35	52.38	53.43	54.50
6-7	50.98	52.00	53.04	54.10	55.18
7-8	51.65	52.68	53.73	54.80	55.90
8-9	<u>53.03</u>	<u>54.09</u>	<u>55.17</u>	<u>56.27</u>	<u>57.40</u>

<u>Tech Docs</u>					
<u>YOS</u>	<u>DOR</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	29.80	30.40	31.01	31.63	32.26
1-2	32.37	33.02	33.68	34.35	35.04
2-3	34.44	35.13	35.83	36.55	37.28
3-4	36.72	37.45	38.20	38.96	39.74
4-5	39.26	40.05	40.85	41.67	42.50
5-6	49.75	50.75	51.77	52.81	53.87
6-7	49.87	50.87	51.89	52.93	53.99
7-8	49.99	50.99	52.01	53.05	54.11
8-9	<u>51.11</u>	<u>52.13</u>	<u>53.17</u>	<u>54.23</u>	<u>55.31</u>

<u>OSM</u>					
<u>YOS</u>	<u>DOR</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	19.65	20.04	20.44	20.85	21.27
1-2	20.87	21.29	21.72	22.15	22.59
2-3	22.38	22.83	23.29	23.76	24.24
3-4	23.83	24.31	24.80	25.30	25.81
4-5	29.52	30.11	30.71	31.32	31.95
5-6	33.92	34.60	35.29	36.00	36.72
6-7	<u>34.25</u>	<u>34.94</u>	<u>35.64</u>	<u>36.35</u>	<u>37.08</u>

## **ARTICLE 16 – COMPENSATION**

YOS	MSP				
	<u>DOR</u>	<u>DOR</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
	<u>DOR</u>	<u>+12</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	19.65	20.04	20.44	20.85	21.27
1-2	20.87	21.29	21.72	22.15	22.59
2-3	22.38	22.83	23.29	23.76	24.24
3-4	23.83	24.31	24.80	25.30	25.81
4-5	29.52	30.11	30.71	31.32	31.95
5-6	33.92	34.60	35.29	36.00	36.72
6-7	<u>34.25</u>	<u>34.94</u>	<u>35.64</u>	<u>36.35</u>	<u>37.08</u>

C. The parties recognize that the work performed under and within certain classifications in the Maintenance & Related Agreement is varied and in many respects significantly dissimilar. For the purposes of this Agreement, the parties generally acknowledge these basic dissimilarities of and between (1) the functions of operations service at the line stations, and (2) the functions of overhaul maintenance service at the Maintenance Bases have, therefore, agreed upon wage differentials.

1. An employee, while regularly assigned to the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, Aviation Maintenance Technician, Crew Chief – GSE/Facilities Mechanic, Technical Crew Chief – GSE/Facilities Mechanic, and GSE/Facilities Mechanic 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 Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, Aviation Maintenance Technician, Crew Chief – GSE/Facilities Mechanic, Technical Crew Chief – GSE/Facilities Mechanic, and GSE/Facilities Mechanic will receive a DWH Premium of one (\$1.00) dollar per hour.

### **D. 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.

## **ARTICLE 16 – COMPENSATION**

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(s) 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(s) 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.
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.

### **E. License and Skill Premiums**

1. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, regularly assigned to perform aircraft maintenance work, will receive the following License Premium, if he holds both FAA Airframe and FAA Power plant Licenses, FAA Airframe and FCC General Radiotelephone Operator Licenses, or FAA Powerplant and FCC General Radiotelephone Operator Licenses, in line avionics only FCC General Radiotelephone Operator license will be considered two (2) licenses:
  - a. The employee will receive five dollars and twenty-five cents \$5.25 per hour.
2. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician regularly assigned to perform aircraft maintenance work, excluding work in the skill areas described in Article 16 (E)(3), will receive a License Premium of two dollars and sixty three cents \$2.63 per hour, if he holds only one FAA/FCC License – FAA Airframe, FAA Power plant, or FCC General Radiotelephone Operator License.
3. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, who holds one of these licenses but who regularly performs work in the skill areas described in Article 16 (E)(3),

## **ARTICLE 16 – COMPENSATION**

will receive the Skill Premium, as provided in Article 16 (E)(4), rather than the one License Premium provided in Article 16 (E)(2).

4. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, regularly assigned to perform work as an Aviation Maintenance Technician – Machinist/Toolmaker, Aviation Maintenance Technician – Plater, Aviation Maintenance Technician – Welder, Aviation Maintenance Technician – Bench Avionics, and not receiving a License Premium as provided in Article 16 (E)(1), will receive a Skill Premium as shown below.

a. The employee will receive three dollars and forty-five cents \$3.45 per hour.

5. The following is a general definition and identification of the skill areas listed in Article 16 (E) (4) and identifies the intent of that paragraph concerning skill premiums. The parties recognize that both job test areas and former job codes are in transition. The parties agree that all individuals receiving a Skill Premium at the time of ratification will continue to receive their Skill Premium, so long as the employee remains in the same type of work.

a. Aviation Maintenance Technician – Machinist/Toolmaker is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of a Machinist/Toolmaker as described in the Classifications Article 7.

b. Aviation Maintenance Technician – Bench Avionics is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of Bench Avionics maintenance, bench avionics components repair/overhaul and /or bench avionics system maintenance as described in the Classifications Article 7.

c. Aviation Maintenance Technician – Plater is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of plating as described in the Classifications Article 7.

d. Aviation Maintenance Technician – Welder is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of aircraft welding as described in the Classifications Article 7.

6. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, regularly assigned to aircraft maintenance work, and not receiving the License or Skill Premium of \$5.25 per hour as provided in Article 16 (E)(1) through (E)(5), will receive a Skill Premium of one dollar (\$1.00) per hour.

## **ARTICLE 16 – COMPENSATION**

- 1       7. An employee not classified as an Inspector, Crew Chief – Aviation Maintenance  
2       Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation  
3       Maintenance Technician, who holds both FAA Airframe and FAA Powerplant  
4       licenses and who is designated and approved by the Company's Maintenance  
5       Department to perform aircraft maintenance work, as described in Article 7 for  
6       the above referenced classifications, will receive a License Premium in  
7       accordance with Article 16 (E)(1) per hour for all hours, and only those hours, (or  
8       fractions thereof rounded to the nearest 1/10 of an hour) worked performing such  
9       aircraft maintenance work.
- 10  
11       8. An employee in the classification of Crew Chief – GSE/Facilities Mechanic,  
12       Technical Crew Chief – GSE/Facilities Mechanic, or GSE/Facilities Mechanic,  
13       regularly assigned to automotive and/or facility maintenance work, (and an  
14       employee in the classification of Maintenance Support Person who is regularly  
15       assigned to the hazardous waste function) and who is not receiving a License  
16       Premium as provided in Article 16 (E)(8) above, will receive a Skill Premium of two  
17       dollars and eighty one cents (\$2.81) per hour.
- 18  
19       9. Technical Documentation Specialist and Senior Line Maintenance Planners who  
20       hold and thereafter continue to hold any of the following licenses shall be paid as  
21       follows:  
22  
23       a. Two dollars and sixty-three cents (\$2.63) per hour for one license and five  
24       dollars and twenty-five cents (\$5.25) for two licenses (A&P only). Employees  
25       will be paid a maximum of two (2) licenses.
- 26  
27       13. Regardless of the number of licenses an employee may hold and/or the number  
28       of high skilled jobs to which he is assigned, neither License Premium nor Skill  
29       Premium (individually or collectively) will exceed the rates shown in Article 16  
30       (E)(1).
- 31  
32       14. License Premium or Skill Premium as provided in Article 16(E) will be compounded  
33       in the computation of overtime rates and included as a portion of the employee's  
34       base hourly rate.
- 35  
36       15. Employees in a bid area dedicated exclusively to the taxing and movement of  
37       aircraft will be paid a taxi premium of one dollar (\$1.00) per hour for all hours  
38       worked. For an employee, not in a dedicated bid area, who taxis an aircraft or  
39       performs an engine run up during the course of his shift will receive the one  
40       dollar (\$1.00) per hour premium for the time performing the taxi work rounded up  
41       to the next higher hour. E.g. works 45 minutes on taxiing an aircraft; employee  
42       will receive one (1) hour of taxi premium pay.
- 43  
44       16. Employees who performs fuel tank work that requires fuel tank entry will be paid  
45       one dollar (\$1.00) per hour from the time of the assignment and work card  
46       issuance and will continue until the work assignment is completed.



## **ARTICLE 16 – COMPENSATION**

F. 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 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.

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¢

G. 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.

H. An employee who is required by the Company to fly on a test flight will receive one (1) hour's pay at his base hourly rate in addition to the regular pay for each hour or fraction thereof spent on the test flight. The Company will provide a maximum of \$100,000 Test Flight and Observer Aviation Accident Insurance under the conditions outlined in the American Airlines' liability policy for employees covered by this Agreement.

I. 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 rate per hour but, in no event, will his chart rate exceed the maximum rate for the classification to which he transferred.

If his chart rate at the time of such transfer is not the same as any chart rate per hour for the classification to which he transferred, he will immediately receive the nearest

## **ARTICLE 16 – COMPENSATION**

1 higher chart rate per hour for such classification. Thereafter, the employee shall  
2 progress on the normal progression scale in the new classification. In the case of a  
3 transfer from a higher to a lower classification caused by a reduction in force under  
4 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
- 2 E. Profit sharing award payments shall generally be made by March 15 of the
- 3 subsequent calendar year or other such date as required by applicable law.
- 4
- 5 F. The Company retains discretion over all profit sharing related matters not specifically
- 6 addressed in this Article.
- 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 hours (4) 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 for his first eight (8) hours, except as provided in paragraph A (2) and (3).  
8
- 9 2. The rate of double-time (2 x) shall be paid as follows:  
10
- 11 a. For all hours in excess of the first eight (8) paid hours, on any one (1) of the  
12 employee's regularly scheduled days off in each work week.  
13
- 14 b. If shift coverage is required for a ten (10) hour shift call, it will be paid as follows,  
15 first eight (8) hours at time and one half (1.5 x) the remaining hours will be paid  
16 at double time (2 x).  
17
- 18 3. The rate of double-time (2 x) shall also be paid to an employee who in a twenty-  
19 four (24) hour period, works in excess of twelve (12) hours if the employee is  
20 regularly scheduled to work an eight (8) or ten (10) hour schedule.  
21
- 22 B. For overtime purposes, the twenty-four (24) hour period will begin with the starting  
23 time of the employee's regularly assigned shift. Notwithstanding this twenty-four (24)  
24 hour rule, the rate of double time shall be paid to an employee for all work in excess  
25 of twelve (12) hours where the first twelve (12) hours worked have been consecutive.  
26
- 27 C. When an employee works on his scheduled day(s) off he will be entitled to at least  
28 eight (8) hours of work at the applicable overtime rate.  
29
- 30 D. Employees who change shifts or days off due to re-bids, realignment, or bidding on  
31 another job shall not be paid overtime as a result of such change. However, an  
32 employee shall be paid overtime when his shift, or days off are changed by the  
33 Company and the work week provisions are thereby violated.  
34
- 35 Example: Employees that do not have the seniority to remain on their shift during re-  
36 bid, realignment, or who are bumped or abolished and therefore required to bid to a  
37 different shift will be paid at the overtime rate if the work week provisions are violated.

## **ARTICLE 18 - OVERTIME**

- 1 E. After all employees within the bid area have been proffered the overtime assignment  
2 and additional manpower is still required, qualified personnel from another bid area  
3 may be requested to work overtime.  
4
- 5 F. No employee will be expected to work Overtime against his wishes.  
6
- 7 G. In Aircraft Line Maintenance, nothing in this Agreement prevents the Company from  
8 requesting an employee to voluntarily stay past the end of his scheduled shift for the  
9 purposes of job continuity to complete his on-shift job assignment. So long as, the  
10 overtime period is more than one (1) hour but less than three (3) hours, and it is near  
11 the end of a shift, before it can be determined that the overtime is necessary, the  
12 Company may offer this overtime to the employee(s) working to complete his job  
13 assignment, for job continuity.  
14
- 15 H. In Aircraft Base Maintenance, for the purpose of job continuity, the three (3) hour rule  
16 can be applied to: 1) Test flights and clearing of maintenance discrepancies found  
17 during the flight. 2) When an aircraft is being released from base maintenance and  
18 last-minute maintenance discrepancies arise. So long as, the overtime period is more  
19 than one (1) hour but less than three (3) hours, and it is near the end of a shift, before  
20 it can be determined that the overtime is necessary, the Company may offer this  
21 overtime to the employee(s) working to complete his job assignment, for job continuity.  
22
- 23 I. For continuous service after regular working hours, employees will not be required to  
24 work more than two (2) hours without being permitted to take a thirty (30) minute  
25 unpaid meal period in which to eat.  
26
- 27 J. Employees reporting for work of at least four (4) hours pre-shift will be allowed a thirty  
28 (30) minute unpaid meal period in which to eat within their pre-shift period.  
29
- 30 K. When an employee completes his shift and is recalled to work, not in conjunction with  
31 his regularly scheduled shift, he will be paid no less than four (4) hours at the overtime  
32 rate applicable for each call.  
33
- 34 L. When an employee is contacted outside of work for a technical support related  
35 question or problem not related to the employee's oversight, he will be paid not less  
36 than one (1) hour at his base hourly rate. This provision does not apply to general  
37 notice phone calls, offering overtime, or other administrative issues.  
38
- 39 M. Employees who have been required to work sixteen (16) consecutive hours (exclusive  
40 of an unpaid meal period) which results in less than seven and one half (7 1/2) hours  
41 rest prior to the employee's regular shift in the succeeding workday, the employee will  
42 receive straight time rates until the seven and one half (7 1/2) hour rest period is  
43 achieved and will report for the remainder of his scheduled shift.

## **ARTICLE 18 - OVERTIME**

- 1 N. If an employee has worked sixteen (16) consecutive hours (exclusive of an unpaid  
2 meal period) at his home station, he must have a rest period of seven and one half (7  
3 1/2) hours. At the end of the seven and one half (7 1/2) hour rest period he will again  
4 be governed by the overtime rules.  
5
- 6 O. No overtime shall be worked except by direction of the proper supervisory personnel  
7 of the Company, except in cases where prior authority cannot be obtained.  
8
- 9 P. If the Company bypasses any employee(s) in violation of this Article, excluding the  
10 application of paragraph (A) & (G) above, the Company will pay the equivalent number  
11 of eligible employee(s) with the lowest hours on the Overtime List. The award will be  
12 the number of hours missed on that overtime opportunity at the applicable overtime  
13 rate. The employee(s) will be charged the appropriate hours on the Overtime List.  
14
- 15 Q. Overtime work will be distributed among the employees qualified to perform the work  
16 necessitating overtime within their appropriate bid area as equitably as practicable in  
17 accordance with Overtime Distribution Procedures. The Company will establish the  
18 administrative process used to sign-up, offer, and award overtime.  
19
- 20 R. Management may maintain employee qualification lists in each bid area based on  
21 training records and/or work experience. The qualification lists shall be accessible to  
22 employees and will be kept current to reflect each employee's qualifications for  
23 overtime and field trips. Qualification training will be provided by the Company through  
24 classroom or on the job training (OJT) subject to the availability of the work, by  
25 classification seniority, on the shift, within the bid area, to employees who request it.  
26
- 27 1. When classroom training is required, the Company will advise employees who  
28 request classroom training (applicable to their bid area) of the earliest reasonable  
29 date their training is scheduled to begin.  
30

### **Personnel subject to duty time**

- 31
- 32
- 33 S. The parties recognize the obligations of both employees and the Company under Duty  
34 Time Federal Aviation Regulations, which requires that all maintenance personnel  
35 performing maintenance must have at least four (4), twenty-four (24) hour periods off  
36 per calendar month. The FAA requires the Company to report duty time violations and  
37 has indicated that they will pursue violations with both the employee and the  
38 Company.  
39
- 40 1. The Company shares the responsibility to monitor duty time limits, and the  
41 employee shares the responsibility to notify local management of possible Duty  
42 Time FAR violations upon the proffer of day off overtime. The employee will not be  
43 charged for overtime if such proffer would put him in violation of FARs.

## **ARTICLE 18 - OVERTIME**

1        2. If an employee has not had the required time off during the calendar month and is  
2        in jeopardy of violating the Duty Time FARs, he may not be eligible for day off work  
3        and may be required to take additional time off. This time off may be an authorized  
4        absence without pay or vacation time (VC, DAT, or COMP) at the employee's  
5        option.

6  
7        3. No employee will be required to utilize his vacation, DAT or COMP time to comply  
8        with the Duty Time FARs without his consent.

9  
10      T. The Company will assist an employee in monitoring his time off by posting the ATA  
11      231 Duty Time Limitation Report during the third and fourth week of each calendar  
12      month. An employee may examine this report so as to better monitor his own  
13      personal time off

### **Overtime Distribution Procedure**

#### **U. General**

14  
15  
16  
17  
18  
19      1. The Overtime Procedures are applicable at all M&R maintenance stations. These  
20      procedures determine how the Company offers and assigns overtime.  
21      Compensation shall be paid in accordance with this Article.

22  
23      2. The Company shall maintain the record of overtime hours charged. When overtime  
24      is called, a record of calls that they have made, time of call, person calling and  
25      response shall be provided to the Union. When overtime is awarded using the  
26      automated system, the union shall be provided access to the records and to the  
27      automated computer system to verify the compliance with these procedures. Hours  
28      charged to the Overtime List (OTL) shall be updated immediately at the conclusion  
29      of the overtime offer.

30  
31      3. On the second Monday of January, every year, at 2359 hrs. local time, the  
32      Company shall reset the hours by Classification Seniority on the OTL to zero for  
33      equalization purposes for all bid areas. In the event two or more employees have  
34      the same seniority date, the OTL shall list the employee that is higher on the master  
35      seniority list first. Overtime hours worked, after 0001 hrs, local time on the second  
36      Tuesday of January will be added to the new OTL.

37  
38      4. Employees accepting overtime shall report to the designated area as directed by  
39      management and immediately report to the work area Crew Chief.

#### **V. Overtime Lists**

40  
41  
42  
43      1. Each bid area shall maintain a separate Overtime List (OTL) for all classifications  
44      within the bid area. In Facilities Maintenance, when and where applicable the list  
45      may be kept by skills (e.g. Plumbers, Electrician, etc.). The OTL shall list  
46      employees by overtime hours charged.



## **ARTICLE 18 - OVERTIME**

2. 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.

### **W. 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 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 (4) ECI/HLD may be used for on shift response to unplanned maintenance 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

## **ARTICLE 18 - OVERTIME**

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 (12) 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 - Hours of Service of 0600, 1400, & 2200.

8. For HLD overtime, the employee shall sign up and be awarded their overtime using the automated system between the fifth (5th) and six (6th) hours on an eight (8th) hour shift or the seventh (7th) and eighth (8th) hour on a ten (10) hour shift.

### **X. Offering Overtime from the OTL**

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

1. Basic Classification
2. Crew Chief within his bid area who has signed up for overtime
3. 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.

## **ARTICLE 18 - OVERTIME**

- |  |
|--|
| 4. 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. |
|--|

\*Note: Once the above provisions are exhausted, management may use a qualified AMT who has been displaced into an OSM position.

1. <u>Crew Chief</u>
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 from the Master Crew Chief List from the bid area of those Crew Chiefs who did not sign up.
4. Upgrade senior Basic Classification volunteer per Article 9 – Filling of Vacancies within the bid area on the shift, and call Basic Classification to back fill upgraded position(s).







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3. AMT's on shift shall first be utilized to perform work requiring specialized qualifications agreed to by the Company and the Union; however, if no qualified employees are on shift the Company may offer overtime subject to specialized qualifications provided all hours refused or worked are added to the employee's OT hours. Some examples of specialized qualifications include but are not limited to; LMP, RII, fuel tank entry, welding, cadmium plating.
  4. In the event a particular Facilities Maintenance overtime skill specific list (e.g. Plumbers, Electrician, etc.) is exhausted, and additional employees are deemed necessary by management, the employees with the lowest number of overtime hours from all remaining skill groups may be proffered "helper" overtime to assist the exhausted skill set. Employees so proffered shall not be charged for refusal.
  5. In the event of new work or a process where the training has begun and hasn't been completed or where a reasonable opportunity is afforded to everyone to be trained; qualifications can be utilized for overtime selection.
  6. In stations where training isn't necessary for equipment that normally doesn't operate into the station (e.g. Diversions); fleet training, taxi-tow, engine run-up qualifications can be utilized for overtime selection.
  7. Once overtime is called, it shall not stop on a refusal, unless the overtime list being used has been exhausted.

## **ARTICLE 18 - OVERTIME**

### **X. Eligibility**

1. Employees who have been scheduled for training immediately prior to their scheduled start times are ineligible for early call-in (ECI); however, they remain eligible for holdover (HLD). Employees who have been scheduled for training immediately following their scheduled stop times are ineligible for HLD; however, they remain eligible for ECI for that shift.
2. Employees serving a probationary period under Article 10 - Probation are not eligible for overtime.
3. Employees in a trial period are not eligible for overtime.
4. Employees on a DAT, comp time, or leaves of absence, regardless of compensation for time off work, are not eligible to work overtime.
5. Employees on weekly vacation are only eligible for overtime on their regularly scheduled days off.
6. Employees who utilize hour at a time (HAT) vacation at the beginning of their shift shall not be eligible for ECI and employees who utilize hour at a time (HAT) vacation at the end of their shift shall not be eligible for HLD.
7. An employee on temporary transfer shall be considered for overtime proffers in his home bid area. He shall also be considered for overtime in the bid area to which he is temporarily transferred after all regular members of that bid area have been proffered overtime.
8. Employees who are National Guard/Reservists shall not be considered eligible and shall not be charged during scheduled activity periods, or weekend drills, due to their leave of absence status.

### **Y. 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.

## **ARTICLE 18 - OVERTIME**

- 1 4. In situations where the Company offers overtime by phone and an answering  
2 machine or voicemail responds a message shall be left with the overtime offer  
3 information and call back number. An employee who does not answer shall be  
4 considered "unavailable" and not charged for a refusal; except,  
5  
6 a. If the employee returns the call and the Company has not completed the OT  
7 offer. The employee shall be free to accept the OT and shall be charged.  
8  
9 b. If the employee returns the call and the Company has not completed the OT  
10 offer, and the employee refuse the OT he shall be charged.  
11  
12 c. If the employee returns the call and the Company has completed the OT  
13 offer, and the opportunity for OT is no longer available, the employee shall not  
14 be charged.  
15

### 16 Z. Employee Movement and the OTL

- 17  
18 1. An employee returning from any authorized leave of absence shall retain the  
19 same number of hours as when he left until such time that the OTL is zeroed.  
20  
21 2. Employees who move to a new bid area shall receive the average overtime of  
22 the new bid area.  
23

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

## **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.

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

- 1 P. Employees called from home, for field trips after completing their regular shift  
2 assignment or on a regular day off, will commence his pay two (2) hours for domestic  
3 field trips and three (3) hours for international field trips, inclusive of preparatory time,  
4 prior to the scheduled departure of the flight and will end thirty (30) minutes after the  
5 actual gate arrival at his home airport (definition of international is anywhere a  
6 passport is required). Rate of pay will be at one and three-quarters (1.75x) their hourly  
7 base rate, and in all possible cases, will be given two (2) hours or more notice before  
8 departure time.  
9
- 10 Q. Employees on a regular shift assignment will be allowed time to prepare for a field trip  
11 assignment without loss of pay. Field trip rate of one and three-quarters times (1.75x)  
12 hourly base rate will commence sixty (60) minutes before the scheduled departure of  
13 the flight actually taken by the employee, or any earlier flight for which he stood by  
14 and will end thirty (30) minutes after the actual gate arrival at his home airport.  
15
- 16 R. No employee will be required to work alone on a field trip; excluding those who  
17 accompany a charter flight(s) on Company aircraft.  
18
- 19 S. An Inspector will be dispatched when field trips are dispatched from a station and  
20 when that field trip requires inspection work and no inspector is staffed at the field trip  
21 station.  
22
- 23 Note: Inspectors may be dispatched from any inspection station.  
24
- 25 T. For field trips, the Company may assign either Mechanics or Crew Chiefs provided,  
26 however, if four (4) Mechanics are sent, one (1) must be a Crew Chief unless the field  
27 trip is required at a station where Crew Chiefs are on duty, in which case a Crew Chief  
28 need not be sent if the normal Crew Chief to Mechanic ratio will not be exceeded at  
29 that station.  
30
- 31 U. The Company may dispatch the eligible on-duty employee, low on the field trip list, for  
32 field trips when such field trips involves transportation by common carrier and the  
33 scheduled departure is within two (2) hours for domestic and three (3) hours for travel  
34 outside the contiguous forty eight (48) states from the time it is determined that the  
35 field trip is necessary.  
36
- 37 V. The field trip list will be called for field trips when air taxi or ground transportation is  
38 used for travel outside of his home station.  
39
- 40 W. When a crew is dispatched for field trips and the conditions of a field trip change, e.g.,  
41 job requirements or additional work, employees who have accepted the trip and agree  
42 to the work under the changed conditions, may be utilized.  
43
- 44 X. Quality Assurance Auditors/Planners/Technical Documentation Specialist employees  
45 will have their itinerary and work schedule, including known overtime, approved by



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

1 their supervisor or management representative directing the travel before the  
2 commencement of the travel.

- 3
- 4 1. Employees may request a cash advance of up to one hundred dollars (\$100) prior  
5 to the commencement of an international field assignment.  
6
  - 7 2. Employees required to travel away from the geographic location of their station are  
8 compensated for travel time by the most direct route as follows: All traveling on a  
9 workday shall be paid at straight time during normal working hours, additional  
10 hours' travel including waiting will be paid at the applicable overtime rate.  
11
  - 12 3. Employees required to travel on any scheduled day off away from his base station  
13 will be compensated for all travel time at the applicable overtime rate but in no  
14 event for less than four (4) hours.  
15
  - 16 4. Employees who are required to travel internationally will be reimbursed for the  
17 following normal and customary expenses:  
18
    - 19 a. Passport/Renewal, including photos (routine passport fees once per passport  
20 renewal cycle)
    - 21 b. TSA Pre Check (Quality Assurance Auditors only)
    - 22 c. Visa
    - 23 d. Inoculations
- 24

### **FIELD TRIP PROCEDURES**

#### **A. General**

- 25
- 26 1. The Field Trip Procedures are applicable at all M&R and MLS stations. These  
27 procedures determine how the Company offers and assigns Field Trips.  
28 Compensation will be paid in accordance with this Article.  
29
  - 30 2. An employee who works a field trip will be charged one (1) hour on the Field Trip  
31 List (FTL) for all Field Trip hours paid at the field trip rate. Field Trip hours will be  
32 updated on the FTL as soon as practicable, but no later than twenty-four (24) hours  
33 after return from the Field Trip.  
34
  - 35 3. Employees accepting a Field Trip will report to the area and personnel designated  
36 by management.  
37
  - 38 4. Employees returning from a Field Trip will report to local management, and if  
39 unavailable, notify the MOC MOD for out-processing.  
40
  - 41 5. If an employee is by-passed in violation of these procedures or Article 18 of the  
42 CBA, the Company will pay the equivalent number of employee(s) with the lowest  
43 hours on the Availability List. The award will be the number of hours missed on  
44  
45  
46

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

1 that Field Trip opportunity at the Field Trip rate and any hours paid at straight time  
2 for any rest period. The employee(s) will be charged the appropriate hours on the  
3 FTL.  
4

- 5 6. While on the Field Trip, all employees covered under this agreement will assist  
6 each other in completing work assignments. When needed, a Technical Crew  
7 Chief will only be assigned to a Field Trip to provide technical assistance and  
8 guidance, and he will not replace a mechanic or any other employee on the Field  
9 Trip.  
10
- 11 7. If a Passport or Visa is required, employees must have them in their possession  
12 on Company Property at the time the Field Trip is called in order to be eligible. In  
13 locations that require work visas in advance, a local procedure will be established  
14 to obtain the work visa.  
15
- 16 8. The FTL will not be zeroed out. Any adjustment to the FTL hours must be mutually  
17 agreed upon by the Company and the Association.  
18
- 19 9. The FTL will be maintained separately from the Overtime List (OTL).  
20

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

- 23 1. Each station will maintain a separate FTL for each Bid Area as applicable (e.g.  
24 Generals, Avionics, Stores, Facilities, GSE, Electricians, Plumbers, Tech Crew  
25 Chiefs, Crew Chiefs Inspectors, Cleaners, etc.). The FTL will list employees by  
26 Field Trip hours charged.  
27
- 28 2. The FTL will list employees in inverse hour order, with those with the fewest hours  
29 at the top. In the event two or more employees have the same number of hours,  
30 the employee that is higher on the master seniority list will be listed first. Hours  
31 charged will be shown in whole hour increments with one to thirty (1-30) minutes  
32 or less being rounded down, and thirty-one to fifty-nine (31-59) rounded up.  
33

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

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

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

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

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

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

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

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

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

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

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.

### **E. Eligibility**

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

1. For Weekly and Daily Classroom Training: Employees assigned to classroom training while a Field Trip is being solicited will be ineligible for the Field Trip and will not be charged. Upon completion of the training course and return to work, the employee will be eligible. Employees who are scheduled for classroom training immediately following their scheduled stop time(s) are ineligible for a Field Trip and will not be charged.
2. Employees on vacation are ineligible for Field Trip including their days off prior to their vacation. The employee can make himself available on his days off, after his last scheduled vacation day.
3. Employees serving a probationary period under Article 10 - Probation are not eligible for Field Trips. An employee on transitional/limited duty or who is otherwise being accommodated must notify management if their restriction(s) prohibit them from performing the work required to accomplish the field trip.
4. Employees on a Swap will be handled according to Article 15 – Shift Swaps (K).
5. Any M&R or MLS Association member working as an acting supervisor will not be considered eligible for a Field Trips until completing a full shift in their respective union classification.
6. Once an employee accepts a Field Trip, he will no longer be eligible for any other Field Trip offered during his shift, unless the previously awarded Field Trip is cancelled by the Company.

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

1. An employee who accepts 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
2. If an employee is available at the time of the Field Trip offer and refuses, he will be charged the highest number of hours paid for the field trip within the appropriate bid area.
3. Employees within the appropriate Bid Area that have made themselves available for a Field Trip and have been bypassed due to qualifications will not be charged for equalization purposes.
4. An employee who accepts a Field Trip and chooses to return to his home station prior to the completion of the Field Trip will be paid per this Article but will be charged the highest number of hours paid for the Field Trip within their bid area.
5. An employee who is told to return to his home station, at the Company's request, will paid per this Article and he will only be charged on the FTL for the hours paid at the field trip rate.

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

1  
2 6. Straight time "rest period" hours that occur for any reason will not be charged on  
3 the FTL.  
4

5 7. An Employee who has indicated that he has a Passport and refuses a Field Trip  
6 that requires a Passport will be charged the highest number of hours paid for the  
7 field trip within their bid area.  
8

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

9  
10  
11 Upon completion of the new hire probationary period, or the (90) ninety work day  
12 trial period for a transfer from another classification if applicable, the employee will  
13 be added to the FTL in classification seniority order with the highest hours plus  
14 one (1) hour. Employees returning from a personal leave of absence or from  
15 working in a supervisory position will be added back to the FTL with the highest  
16 hours plus one (1) hour. All other leaves of absence will return with their previous  
17 hours.  
18

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

19  
20  
21 When an employee returns from a Field Trip with less than seven and one half 7  
22 (½) hours rest prior to the start of a shift swap, the expectation is for the employee  
23 to make arrangements to cover or work the shift swap because Authorized Absence  
24 will not be paid for a shift swap. If the employee is too fatigued to work, he can  
25 request to be relieved of 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. When the training  
8 is applicable only to certain shifts, work locations, shops, or types of work, those  
9 employees, up to the number required, will be provided the training. In the event  
10 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 - Qualifications.  
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  
40 no event will the travel time paid be greater than the scheduled flight time  
41 between his station and the training location. Additionally, the employee will  
42 be paid ninety (90) minutes for time prior to and thirty (30) minutes for time  
43 after the scheduled flight time, as referenced above in paragraph D.  
44
- 45 2. If the training is conducted at his station or in the city of residence,  
46 paragraph D does not apply.

## **ARTICLE 20 - TRAINING**

- 1  
2 E. Where a training period results in less than seven and one half (7 1/2) hours rest  
3 prior to the employee's regular shift in the succeeding workday, the employee may  
4 choose to work and will be paid the applicable overtime rate or the employee may  
5 choose to receive straight time rates until the seven and one half (7 1/2) hour rest  
6 period is achieved and will report for the remainder of his scheduled shift.  
7
- 8 F. Training sessions may be scheduled pre-or post-shift for a minimum of one (1)  
9 hour up to a maximum of four (4) hours at the applicable overtime rate of pay and  
10 will not include any meal period.  
11
- 12 G. Employees who are assigned to an eight (8) hour scheduled training program may,  
13 in addition to classroom instructions, be assigned to productive work in connection  
14 with the training program.  
15
- 16 H. An employee who consents to attend training on any scheduled day off will be  
17 compensated for the training at the applicable overtime rates in Article 18 -  
18 Overtime. Training sessions will be no more than eight and one half (8 1/2) hours  
19 in length (inclusive of an unpaid meal period) and a minimum of eight (8) hours of  
20 pay at the applicable overtime rate on a regularly scheduled day off.  
21
- 22 I. An employee involved in a training away from his station will receive an hourly per  
23 diem allowance of two dollars and thirty cents (\$2.30) per hour domestic  
24 and two dollars and eighty cents (\$2.80) per hour international, to cover all  
25 incidental expenses (excluding lodging and transportation cost) incurred during  
26 such assignments; with an increase of five cents \$.05 per hour on January 1st of  
27 each year. The per diem allowance will commence sixty (60) minutes before the  
28 scheduled departure of the flight actually taken by the employee, or any earlier  
29 flight for which he stood by and will end thirty (30) minutes after the actual gate  
30 arrival at his home airport. The time of departure and return will be provided by the  
31 employee and included on his expense report for such assignments. Such  
32 employee will not be entitled to the foregoing hourly per diem during periods of  
33 time he has returned to his residence or his station inclusive of travel time during  
34 personal time off from training.  
35
- 36 J. For international training where the employee's total reimbursable meal and  
37 incidental expenses (as established by Company Policy) exceed his total daily per  
38 diem allowance, upon submission of actual receipts, the employee shall be  
39 reimbursed up to an amount equivalent to the difference between his total daily  
40 per diem allowance and the amount provided for under the M&IE rates published  
41 by the State Department ([www.state.gov](http://www.state.gov)).  
42
- 43 K. The Company will provide round trip space positive travel, per Company policy, on  
44 Company aircraft to and from the training assignment. Upon the employee's  
45 request, the Company will also provide round trip space positive travel, per  
46 Company policy, on Company aircraft to and from his residence or his station on

## **ARTICLE 20 - TRAINING**

1 his days off while on training assignments away from his station. Such employee  
2 will not be entitled to hotel or other expenses away from his station during periods  
3 of time he has returned to his residence or his station.  
4

5 L. When required to remain overnight to attend training in locations where  
6 transportation between the hotel and the training event is not available or meal  
7 service is not available at the hotel, the Company will authorize a rental car, taxi or  
8 other means of transportation. When a rental car is provided it will be at least a  
9 mid-sized car; for every 1 to 4 employee(s). The employee will be reimbursed for  
10 all reasonable transportation expenses by providing receipts.  
11

12 M. Upon application, an employee will be given an advance by the Company to cover  
13 his expenses while away from his station.  
14

15 N. Within five (5) days after returning to his station, or at the close of each week in  
16 the event an employee is away for a period longer than one (1) week, the employee  
17 shall submit an expense report in accordance with Company regulations, and if the  
18 employee has returned to his station, it shall be accompanied by the balance of  
19 any expense money advanced, but not accounted for on the expense report.  
20

21 O. When new equipment or technology is put into service by the Company,  
22 employees shall be given the opportunity to be trained, by particular classification,  
23 on the new equipment or technology whenever that equipment is maintained or  
24 repaired by the Company or the technology is utilized in the maintenance or repair  
25 of such equipment by the Company. The Company will make every effort to train  
26 sufficient numbers of employees to accomplish this. The Company may utilize  
27 those employees trained and qualified based on the needs of the service. An  
28 employee selected for training under these procedures may be designated in the  
29 order of his Classification seniority, subject to his availability.  
30

31 P. When a midnight shift employee with a scheduled shift start time between 2000  
32 and 2359 is assigned training outside of his station for one (1) day or more, the  
33 Company will change his scheduled shift to either day shift or afternoon shift with  
34 weekends off until such training is completed.  
35

36 Q. Training normally will be scheduled to provide at least seven (7) days of notice to  
37 the employees affected, except in the event of training required to meet  
38 unanticipated conditions such as airworthiness directives, fleet campaign  
39 directives, or vendor instructions. This provision will not require the notice to  
40 employees exercising seniority under Article 11 of this Agreement.  
41

42 R. To the extent that work requirements permit, training will be accomplished during  
43 the employee's regular working hours.  
44

45 S. An employee regularly assigned to a shift of ten (10) hours or greater (e.g. 4-day  
46 work week at 10.5 hours per day) who are selected for a multiple day training event



## **ARTICLE 20 - TRAINING**

1 and such training consists of the standard eight-and-one – half (8 1/2) hour per  
2 day will be reassigned to the standard five (5) day workweek at eight-and-one-half  
3 (8 1/2) hours per day with Saturday and Sunday as their regular days off. The  
4 employee will return to their regularly scheduled shift and days off beginning the  
5 Monday following the completion of their scheduled training.  
6

7 T. Computer based training will be completed on Company computers during working  
8 hours.  
9

10 U. Each specialized or manufacturer's training which is for more than five (5) work  
11 days may require a stability period of up to one hundred twenty (120) days. Stability  
12 periods will begin the day the employee completes specialized or manufacturer's  
13 training. Recurrent or familiarization training will not be considered specialized  
14 training.  
15

16 V. Employees in a one hundred twenty (120) days stability period may bid positions  
17 and will be awarded based on Article 9 – Filling of Vacancies of this agreement. In  
18 the event an employee is awarded a position during the stability period the  
19 company may withhold that transfer until the completion of his stability period.

## **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.
2. 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 one and one half times (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 – Filling of Vacancies.  
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

1 RE: BACKGROUND CHECK

2  
3 Revised DOR

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 The Union has recently raised the question regarding the Company position should a  
14 criminal history records check, as required under the TSA fingerprinting regulations,  
15 disclose information regarding criminal activity that is not a disqualifying offense within  
16 the meaning of the regulations, *i.e.*, is not on the list of disqualifying offenses included in  
17 the regulations or did not occur within the last ten (10) years.

18  
19 The answer is that no information obtained in connection with the CHRC will be used for  
20 any purpose not permitted under the regulations. We believe that the regulations as  
21 presently written do not provide for the use of any information regarding non-disqualifying  
22 offenses and/or any offenses that occurred more than ten (10) years before the date of  
23 the individual's application for unescorted SIDA access.

24  
25 Sincerely,

26  
27  
28 James B. Weel  
29 Managing Director – Labor Relations  
30 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. Employees who work more than their scheduled hours (overtime or field trip)  
41 on a holiday will be paid at the applicable overtime or field trip rate as described  
42 in Articles 18 – Overtime or 19 – Field Trips, plus straight time pay for the  
43 holiday for all additional hours worked on such holiday.  
44
  - 45 9. Employees working a shift swap on a holiday will be paid the rate of one and a  
46 half (1.5X) times their regular rate of pay while working the holiday swap.

## **ARTICLE 22 – HOLIDAYS**

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

- B. An employee who is required to work (scheduled to work) may, at his option and upon notification to his supervisor, elect to work the holiday and be paid at the rate of one and a half (1.5X) times for his regularly scheduled shift hours, or the rate of one and three quarter (1.75X) times for any hours worked during the holiday while on a field trip during their scheduled shift, and receive one (1) compensatory day at his regular straight time rate deposited into their compensatory bank.
- C. Employees not scheduled to work, or scheduled to work, but not required to work on the above-mentioned holidays, will be compensated for the day equal to the number of regularly scheduled hours at their regular straight time rate, or may at their option, receive one (1) compensatory day at their regular straight time rate deposited into their compensatory bank.
- D. If an employee works overtime or a field trip on a holiday that falls on his regular scheduled day off, he will be paid at the applicable overtime or field trip rate as described in Articles 18 - Overtime or 19 – Field Trips, plus straight time pay for the holiday for all hours worked on such holiday.
- E. Any employee wishing to use compensatory day(s) must provide the Company with no less than seven (7) and no more than fourteen (14) days' written notice. The granting of compensatory day(s) 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 compensatory day(s) off requests up to the vacation ratio. When more than one employee seeks compensatory day(s), Company seniority will govern. Once granted, senior employees will not be permitted to take compensatory day(s) already awarded to a junior employee. If an employee gives less than the required seven (7) days' notice, the Company will make every effort to grant the compensatory 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 compensatory day request.
- F. Compensatory days may be taken in half (1/2) day increments.
- G. The maximum number of compensatory days that may be accrued will be seventeen and one half (17.5) days. Thereafter, no further accrual will be allowed and the employee will be paid for such holiday as described in this Article. When the compensatory day is granted, the employee will be paid the regularly scheduled hours for that day or half the hours if granted a half-day compensatory day.

## **ARTICLE 22 – HOLIDAYS**

- 1 H. The priority for the granting of compensatory time off will be as follows: Day-at-a-  
2 Time (DAT) vacation then compensatory day off.  
3
- 4 I. Upon separation from the Company for any reason, any unused accrued  
5 compensatory time will be paid at the employee's then current rate of pay. In case  
6 of the death of an employee, the amount due shall be paid to his legal heir or  
7 representative.

## **ARTICLE 23 – VACATIONS**

- 1 A. All employees covered by this Agreement who have been with the Company for  
2 one (1) year or more as of January 1, will be entitled to an annual vacation of two  
3 (2) weeks minimum with pay.  
4
- 5 B. Employees must be in an active pay status (all hours paid) for eighty (80) hours in  
6 a month to accrue vacation for the month. For purposes of this paragraph, time  
7 spent on unpaid FMLA, Military, and Occupational Injury leaves shall count  
8 towards the eighty (80) hour requirement. Employees receiving Severance  
9 Allowance do not accrue vacation.  
10
- 11 C. Employees on a Leave of Absence will accrue vacation in accordance with Article  
12 25 - Leaves of Absence matrix.  
13
- 14 D. Vacation compensation will be based on the classification the employee occupies  
15 during his vacation period. Employees who have been with the Company less than  
16 twelve (12) months as of January 1, will be entitled to vacation in accordance with  
17 the following schedule:  
18

<u>Complete Months of Service as of January</u>	<u>Hours Vacation</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

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

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

37  
38

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



## **ARTICLE 23 – VACATIONS**

### 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

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

G. 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.

H. 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 20th.

I. 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:

#### M&R

1. Inspector

2. Technical Crew Chief Aircraft Maintenance Technician

3. Crew Chief Aircraft Maintenance Technician - Aircraft Maintenance Technician

4. Overhaul Support Mechanic

## **ARTICLE 23 – VACATIONS**

5. Crew Chief Cleaner - Cleaner
6. Technical Crew Chief Plant Maintenance mechanic (GSE/Facilities)
7. Crew Chief Plant Maintenance mechanic (Facilities)
8. Crew Chief Plant Maintenance mechanic (GSE)
9. Plant Maintenance mechanic (Facilities) – Maintenance Support Person
10. Plant Maintenance mechanic (GSE) – Maintenance Support Person
11. Senior/Quality Assurance Auditor
12. Senior/Maintenance Planner
13. Senior/Technical Document Specialists

a. 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.

- J. 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 do not total forty (40) weeks.
- K. 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.
- L. 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.
- M. An employee's scheduled days off immediately following his vacation will be the same as his scheduled days off immediately preceding his vacation.

## **ARTICLE 23 – VACATIONS**

1 N. Any employee wishing to use DAT vacation day(s) must provide the Company with  
2 no less than seven (7) and no more than fourteen (14) days written notice. The  
3 granting of DAT vacation will be made no more than seven (7) days nor no less  
4 than five (5) days before the day requested off. The Company will grant the DAT  
5 vacation day(s) and compensatory day off requests up to the vacation ratio, as  
6 described in this Article. When more than one employee seeks DAT vacation,  
7 Company Seniority will govern. Once granted, senior employees will not be  
8 permitted to take DAT vacation day(s) already awarded to a junior employee. If an  
9 employee gives less than the required seven (7) day notice the Company will make  
10 every effort to grant the DAT vacation day(s) off requests up to the vacation ratio.  
11 If the employee makes a request, which exceeds the ratio, the Company may, at  
12 its sole option, grant the DAT vacation day request. (Also see Article 15 – Shift  
13 Swap, DAT Swap)  
14

15 1. DAT days may be taken in half (1/2) day increments or one (1) hour  
16 increments (HAT).  
17

18 2. Compensatory days may be taken in half (1/2) day increments based on the  
19 needs of service as determined by the Company.  
20

21 3. An employee will not be granted DAT vacation on a holiday, regular day off  
22 (RDO), or during a bid vacation period.  
23

24 4. If a Crew Chief/Senior is granted DAT vacation, the Company may upgrade,  
25 subject to the terms of the Agreement, a Mechanic (or other employees as  
26 may be appropriate) to replace the Crew Chief /Senior for the DAT day(s).  
27

28 5. Any DAT vacation which has not been used by the end of the calendar year  
29 will be paid to the employee no later than four (4) weeks from January 1 in  
30 the following year.  
31

32 6. Priority for granting DAT vacation time-off will be as follows: DAT, then  
33 compensatory day.  
34

35 O. Vacation accrued through the last day of work will be paid to any employee leaving  
36 the service of the Company because of retirement, reduction in force, resignation,  
37 or discharge. In case of the death of an employee, the amount due shall be paid  
38 to his legal heir or representative.  
39

40 P. Any employee on active military leave, in lieu of pay, may bank accrued vacation  
41 for up to a maximum of one (1) year's accrual. Employees who elect to bank  
42 vacation under these provisions must take the banked vacation in the year of their  
43 return where practicable. Where not practicable banked vacation must be taken in  
44 the year following their return to work. Block vacation not used will be paid to the  
45 employee no later than four (4) weeks from January 1 in the following year.  
46

## **ARTICLE 23 – VACATIONS**

- 1 Q. Regularly scheduled days off or recognized holidays at the beginning or end of a  
2 vacation period will not be considered as part of the vacation period, but if  
3 recognized holidays fall within an employee's vacation period, the employee will  
4 exercise one of the following options and will indicate which option prior to starting  
5 the vacation:  
6
- 7 1. Receive holiday pay for holiday(s) and extend vacation by applicable  
8 number of day(s),  
9 or
  - 10 2. Receive no holiday pay for holiday(s), extend vacation by applicable  
11 number of day(s) and bank applicable number of compensatory day(s),  
12  
13 or
  - 14 3. Receive vacation pay on holiday(s), do not extend vacation and bank  
15 applicable number of compensatory day(s).  
16
  - 17 4. Extensions will occur on the first regularly scheduled work day(s) following  
18 the vacation period unless local management approves granting the  
19 extension on the last regularly scheduled work day(s) before the vacation  
20 period.  
21
  - 22 5. Extensions of vacation resulting from this provision will not be counted  
23 toward the allowable number of employees off, as described in this Article.  
24
- 25 R. Requests for vacation leave will be granted, so far as possible, on the basis of  
26 Company seniority at the shop, location, station, or department. However, senior  
27 employees will not be permitted to take vacation leave already awarded to a junior  
28 employee.  
29
- 30 S. Employees shall be given vacation pay prior to taking vacation if requested,  
31 provided the employee makes application in writing to his immediate supervisor at  
32 least two (2) weeks prior to starting vacation.  
33
- 34 T. The Company will make every effort, consistent with the needs of the service, to  
35 allow employees required to move to a different shop, station, or department as a  
36 result of a reduction in force, to take the vacation period they had in their previous  
37 bid area.  
38
- 39 U. The Company will permit employees moving to a different shift within their bid area  
40 to take their previously bid vacation period to their new shift.  
41
- 42 V. Bid vacation periods may not be cancelled, unless another vacation period can be  
43 simultaneously awarded. Employees who continue to be out on Medical and/or OJI  
44 Leaves who have accrued unused vacation will be paid out, no later than four (4)  
45  
46

## **ARTICLE 23 – VACATIONS**

1 weeks from January 1 in the following year. Upon request, an employee on Medical  
2 Leave (who is not receiving a disability payment) who has exhausted his sick leave  
3 and has accrued unused vacation may obtain a payout within thirty (30) days from  
4 date of request.  
5

6 W. Any employee on vacation will not have his job bid and will remain status quo on  
7 the overtime list.  
8

9 X. Vacation week vacancies that become available, after the normal bidding cycle is  
10 complete, as a result of bid awards, exercise of seniority, leave of absence, or  
11 selection change shall be posted within the shop, station, or department on the  
12 Wednesday immediately following such change for a period of seven (7) calendar  
13 days. An employee entering a shop, station, or department, who has not yet  
14 moved, may bid and be awarded available vacation week vacancies provided the  
15 available vacation week(s) begins on or after the report date of the new  
16 assignment. At the close of such period the bid will be awarded to the successful  
17 senior bidder. It is further understood that should the vacation ratio be exceeded  
18 for any reason, the vacation period will not be posted or considered open.  
19

20 Y. The last week in a year shall be treated as follows for vacation scheduling. If the  
21 week (Sunday through Saturday) has a majority of days within the current year,  
22 the entire week will be added to the current year for vacation selection. If the week  
23 has a majority of dates during the following year, the entire week will be available  
24 for vacation selection during the following year.

## **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 one hundred percent 100%, beginning with and including  
11 the first (1st) day of 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  
35 certificate to confirm such sick claim. Employees who abuse sick leave privileges may  
36 be subject 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  
39 of the employee, which are not compensable under the applicable Worker's  
40 Compensation Laws, will be paid 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  
2 J. Employees are not eligible for sick pay on a designated holiday. Holiday as used in  
3 this Article, is defined as the twenty-four (24) hour period beginning with the  
4 employees' regular scheduled shift.  
5  
6 K. During an employee's absence due to an occupational illness or injury, compensable  
7 under the applicable Workers' Compensation Law, will receive from the Company  
8 the following benefits:  
9  
10 1. For the first twenty (20) workdays absent, the difference between his regular  
11 hourly rate of pay and Workers' Compensation payments, if any.  
12  
13 2. At the conclusion of the period referred to in (1) above, an employee drawing  
14 Workers' Compensation may, at his option, draw upon his accrued sick leave,  
15 up to the extent of his accrual, at the rate of up to one-half (1/2) regular  
16 pay. Provided, however, the sum of such Workers' Compensation weekly  
17 payments plus such sick pay benefits will not exceed the employee's regular  
18 base weekly pay. Corresponding deductions will be made from his available sick  
19 leave accrual. Deductions will be to the nearest 0.1 of an hour up to a maximum  
20 of one-half day of sick leave.  
21  
22 3. These benefits will be in lieu of any other payment provided for in this Article  
23 for all absences due to the same illness or injury.  
24  
25 L. Upon separation from the Company, an employee will be paid ten-dollars and eighty  
26 cents (\$10.80) for each hour of accrued sick leave in his sick bank.  
27  
28 M. To the fullest extent permitted by law, this Agreement shall operate to waive the  
29 provisions of any sick leave laws that are inconsistent with the terms of this  
30 Agreement, and shall supersede and be considered to have fulfilled all requirements  
31 of such laws. To the extent applicable law is inconsistent with the terms of this  
32 Agreement, and such law is not waivable, an employee shall be entitled to the more  
33 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**

1. 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.
  - a. 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**

1. 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.
2. 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.
3. 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.
4. 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 1. Employees will receive a maximum of eighty (80) hours free from  
16 duty each calendar year for annual reserve or guard duty. Such leave will not  
17 count against the employee's vacation. The Company will pay the employee the  
18 difference between his regular pay and the amount received from the military.  
19 Employees will be required to provide the Company with a copy of their military  
20 orders and will be required to submit to the Company proof of the amount of pay  
21 received from the military within fourteen (14) days after the employee  
22 returns. This amount (excluding expenses) will be deducted from the employee's  
23 next paycheck. While an employee is active in the reserve or guard, he will have  
24 his days off adjusted, if requested seven (7) days in advance, to attend weekend  
25 drill duty.  
26

### 27 I. Political Leave 28

- 29 1. Any employee elected or appointed to a full-time governmental office (i.e.,  
30 Federal, State, Local) will be granted a political leave of absence not to exceed  
31 the term of office, or subsequent reelection or reappointment. The application for  
32 a political leave must be made in writing to the Company, with a copy to the  
33 Union. An employee granted a political leave will retain and accrue classification  
34 seniority for the period of the leave, however, no other Company benefits or  
35 privileges will be granted or accrued, nor will time on political leave constitute  
36 continuous service for pension plan benefits. Employees granted a political  
37 leave must give thirty (30) days notice of intent to return.  
38

### 39 J. Jury Duty 40

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

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

such service, he will be transferred to the day shift with Saturday and Sunday as his regular days off. With the completion of his jury service, said employee will return to his former shift and days off, beginning the next week.

### **K. Bereavement Leave**

1. 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

2. 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.

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

- 1 M. Unless otherwise specified, employees not returning from any leave (except Medical  
2 due to sickness or occupational injury, Military, Union or Political) within three (3) years  
3 will be deemed to have resigned from their position. This provision does not apply to  
4 furloughs.  
5
- 6 N. An employee on any leave of absence will physically report to his station on his first  
7 scheduled workday following the expiration of the leave. It is the responsibility of the  
8 employee to contact the Company prior to the expiration of his leave of absence to  
9 ensure that he knows his schedule and assignment. Failure to report or to secure a  
10 renewal of a leave of absence will terminate the leave of absence and his employment.  
11 It is the responsibility of the Company to inform the employee of the expiration date of  
12 any approved leave of absence. The Company will also inform the employee of the  
13 procedures regarding any benefits while on his leave.  
14
- 15 O. Any written communication between the Company and an employee on a leave of  
16 absence will be via certified or registered United States mail, return receipt requested,  
17 or by United Parcel Service or equivalent, confirmation of delivery requested.  
18
- 19 1. Any change in address must be filed promptly in accordance with Company Policy.  
20
- 21 2. The rights of an employee on a leave of absence under the provisions of this  
22 Article, in regard to the maximum duration of a leave, Company seniority accrual,  
23 classification seniority accrual, pay seniority accrual, vacation accrual, sick leave  
24 accrual, credited service for pension, and reinstatement rights are listed in the  
25 chart that follows.  
26  
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46

## 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.

## **ARTICLE 26.1 - LIMITED DUTY LOA**

Attachment 26.1

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/MLS, 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 (2) or more members of management concur  
3 there is a serious question as to an employee's physical or mental condition that may  
4 impair the performance of his duties or pose a safety hazard to himself, other  
5 employees, or customers. The employee will be notified in writing which will include  
6 an explanation of the reason(s) for the evaluation. The employee shall be furnished a  
7 copy of the 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      disagrees with the findings of the Medical Examiner employed by the Company,  
22      the Company will, at the written request of the employee, ask that the two (2)  
23      Medical Examiners agree upon and appoint a third neutral Medical Examiner,  
24      preferably a specialist, for the purpose of making a further medical examination of  
25      the employee to determine his fitness for duty. The employee must submit the  
26      written request within seven (7) days of receipt of the findings of his Medical  
27      Examiner.  
28
- 29      4. The neutral Medical Examiner shall then make a further examination of the  
30      employee in question, and the case shall be settled on the basis of such findings.  
31      If the neutral Medical Examiner determines that the employee is able to work with  
32      restrictions, the Company will then engage in a conversation with the employee to  
33      determine whether it is reasonable to return the employee to work with restrictions.  
34      Upon request of the employee, a Union representative may participate in the  
35      conversation. Copies of such Medical Examiner's report shall be furnished to the  
36      Company and to the employee.  
37
- 38      5. The expense of the third Medical Examiner will be borne by the Company including  
39      all expenses related to travel such as airfare and hotel. If the employee fails to  
40      show for the scheduled appointment and has no justifiable reason, he will be  
41      responsible for any no show fee. This paragraph also applies to employees  
42      required to submit to an initial Company medical examination outside of their  
43      domicile.

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

- 1 H. The Company's obligation to compensate an employee who is out of work under this  
2 Article shall cease upon the earlier of an employee's failure to appeal within the  
3 specified time limits, failure to attend/schedule appointments or based on a Medical  
4 Examiner's findings as specified above. The Company, however, may excuse an  
5 employee's failure to attend scheduled appointments if it concludes the employee had  
6 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 B. 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 C. 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 D. 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 E. 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 F. 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 G. 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 H. Both the Union and the Company shall encourage employees to utilize the Joint Safety  
33 Committee for all unresolved safety related matters.

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

37  
38 J. 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 K. 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 L. 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 M. 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 N. 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 O. 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 P. 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**

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 (FSA) contributions, in order to maintain coverage, including  
25       while on a Leave of Absence, through payroll deduction, the direct bill process or  
26       other 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  
17 not, enrolled in the Legacy US Airways Medical Plan.

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

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

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

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

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

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

## **ARTICLE 29 – BENEFITS**

K. 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.

### **D. VISION COVERAGE**

1. The Company will provide the following vision coverage to TWU/IAM Association represented active employees.
2. 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.

### **E. 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.

### **F. 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.  
3

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

4  
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 and  
12

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

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

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

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

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

## **ARTICLE 29 – BENEFITS**

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

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

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

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

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

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

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

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

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

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

### **K. BOMB SCARE INSURANCE**

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

Death \$500,000

Total Permanent Disability \$500,000

Total Loss of Two members \$500,000

Total Loss of One member \$250,000

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

## **ARTICLE 29 – BENEFITS**

1 L. TRAVEL WHILE ON WORK ASSIGNMENT

2  
3 Employees who are required to travel at the discretion of the Company to a base  
4 or location other than their assigned base in the performance of their work shall be  
5 covered by one hundred thousand dollars (\$100,000) of life insurance coverage  
6 for accidental death from any cause. Said coverage shall commence from the time  
7 he leaves his assigned base and shall continue in force until he returns to his  
8 assigned base at the completion of such travel.  
9

10 M. TEST FLIGHT INSURANCE

11  
12 Employees who are required to participate in test flights shall be covered by a  
13 standard aviation accident insurance policy with a death benefit of not less than  
14 one hundred fifty 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 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

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

- 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**

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

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

### **3. Eligibility for Employer Contributions**

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

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

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

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

1. Employees who retain seniority under this Agreement and who are regularly assigned or transferred to employment not covered by this Agreement, are on leave, or are furloughed, will not be required to maintain membership or provide financial support as provided in Paragraph A of this Article, but they may do so at their option. Should such employee return to any service covered by this Agreement, he shall as a condition of continued employment become and remain a member in the Union, or pay service charges within thirty (30) days from the date of return to service.
  2. The seniority status and rights of employees who serve in the Armed Forces shall not be terminated by reason of any provisions of this Agreement, but such an employee, upon resumption of employment shall as a condition of continued employment become and remain a member of the Union, or pay service charges within sixty (60) days from the date of return to service.
  3. If an employee has resigned from the Company and is subsequently rehired, he shall as a condition of continued employment become and remain a member of the Union, or pay service charges within sixty (60) days from the date of rehire.
- F. For the purpose of this Agreement, membership in good standing means that the employee represented by the Union is a member of the Union and is not more than sixty (60) days in arrears in the payment of initiation fees, assessments, and membership dues. Alternatively, an employee may not be more than sixty (60) days in arrears in the payment of service charges.
- G. When an employee becomes delinquent or not in good standing within the meaning of Paragraph E above, the employee shall be subject to discharge in accordance with the following procedures. Any discharge under the terms of this Article will be based solely upon the failure of the employee to pay initiation fees, assessments, membership dues, or service charges, as specified herein, and not because membership in the Union was denied or terminated upon any other ground.
1. With respect to any discharge under this Article, the internal policy and procedures of the TWU and/or the IAM shall apply. Pursuant to those procedures, the employee shall be provided with notice of any delinquency in payment, the specific amount of payment required, and instructions for making payment within thirty (30) days of the date of the notice. If the required payment is still not received within thirty (30) days following the initial notice, a final notice of delinquency shall be issued, advising that termination of employment will be sought unless full payment in the specified amount is received within thirty (30) days of the date of the final

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

notice. No payments will be accepted after the expiration of the final thirty (30) day notice period. After the expiration of the final notice period, a termination request will be sent to the Company's Vice-President – Labor Relations or his/her designee, with a copy to the employee, providing appropriate documentation that the employee has failed to make payments as required under this Article. The Vice-President – Labor Relations or his/her designee will then take all necessary and proper steps to discharge the employee from the Company's service.

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

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

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

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

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

- 1       1.     With respect to current employees covered by this Agreement, any  
2             authorization and assignment forms previously executed shall continue in  
3             full force and effect according to their terms, with American as the successor  
4             to US Airways, Inc. for employees who are IAM members or service charge  
5             payers.  
6
- 7       2.     With respect to employees hired after the date of this Agreement, a form for  
8             the purpose of Assignment and Authorization for Payment of Dues or  
9             Service Charge shall be prepared by the Union and furnished to the  
10            Company.  
11
- 12     3.     When a new employee properly executes the assignment and authorization  
13             form, the original copy will be forwarded to the Company's payroll  
14             department. Any form which is incomplete or improperly executed will be  
15             returned to the Union.  
16
- 17     4.     An employee's assignment and authorization may only be revoked after the  
18             expiration of one (1) year from the date of signing the authorization and  
19             assignment form, or upon the termination of the dues/service charge check-  
20             off provisions of this Article. Any notice of revocation must be in writing,  
21             signed by the employee, and delivered by certified mail to the TWU Local  
22             Union office or the IAM District Lodge office, as applicable.  
23
- 24     5.     When an Assignment and Authorization form, as specified in this Article, is  
25             received by the Company on or before a given payday, deductions will  
26             commence with the first regular paycheck following said payday, and will  
27             continue thereafter until revoked or cancelled as provided in this Article.  
28             The Company will remit to the TWU and the IAM checks in payment of all  
29             dues and service charges collected on a given payday on behalf of each,  
30             on or as soon after the payday as practicable. The Company remittance  
31             will be accompanied by a list of names, personnel numbers, and station  
32             numbers of the employees for whom deductions have been made in the  
33             particular period, arranged in order of their personnel numbers.  
34             Additionally, the remittance will be accompanied by a listing of those  
35             employees who are on unpaid leave of absence or furlough, have accepted  
36             a position not covered by this Agreement, or have terminated employment  
37             with the Company.  
38
- 39     6.     No dues or service charge deductions will be made from the wages of any  
40             employee who has executed an assignment and authorization form and  
41             who transfers to a position not covered by this Agreement, is on leave  
42             without pay, or is on furlough. Upon return to work in a position covered by  
43             this Agreement, deductions will be automatically resumed in accordance



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

with the time frame specified in Paragraph E (1), provided that such employee has not revoked his assignment and authorization in accordance with this Article. An employee who resigns or is terminated from the Company will be deemed to have automatically revoked his assignment and authorization and, if reemployed, further deductions will be made only upon the execution of a new assignment and authorization. Provided, however, if an employee is reinstated following a disciplinary discharge, deductions will resume automatically unless the assignment and authorization has been revoked in accordance with this Article.

7. Deductions for dues and service charges will be made from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of a termination of employment, the obligation of the Company to collect dues and service charges will not extend beyond the pay period in which the last day of work occurs.
8. Following submission of the assignment and authorization for a newly hired employee, a single flat sum deduction for an initiation fee (if applicable) shall be made from the employee's paycheck, provided that there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee and required by law have been satisfied.
9. If sufficient earnings do not remain after other deductions as provided in Paragraphs H (7) and H (8) above, or if there are employees on the payroll that do not have on file with the Company an authorization for deductions as set forth in this Article, the TWU or IAM, as applicable, shall be notified. Notification shall include employee personnel number, name, classification code, department, location and, if applicable, the amount of deduction for each period and total amount for the month. It shall thereafter be the responsibility of the TWU and the IAM respectively to collect amounts owed for which sufficient funds were not available for deduction.
- I. The TWU and the IAM each agree to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities, which arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any provisions of this Article. The Company agrees that in the event it is named as a defendant or charged party in any such action, the Company shall promptly notify the Union. The Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate, and/or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the Company, nevertheless, decides to retain its own counsel, it shall do so at its own cost, and not at the cost of the Union.

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

- 1  
2 J. The Company will provide for voluntary employee contribution to the Machinist  
3 Non-Partisan Political League ("MNPL") for IAM members and TWU Committee  
4 on Political Education ("COPE") for TWU members through payroll deduction.  
5 Eligibility to participate through the payroll deduction program is restricted to those  
6 employees of the Company who are certified by the IAM or TWU to participate in  
7 the respective programs in accordance with all requirements under applicable  
8 federal and state laws. With respect to current employees covered by this  
9 Agreement, any MNPL or COPE authorization and assignment forms previously  
10 executed shall continue in full force and effect according to their terms.  
11  
12 K. "Union" as used in this Article shall mean the TWU or the IAM, as applicable, which  
13 together constitute the Association.

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

## **ARTICLE 32 - REPRESENTATION**

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

1. When the Company conducts an investigation the Union Representative, employee, and necessary employee witnesses, shall receive their applicable rate of pay.

- G. No employee selected as an officer or representative of the Union will be discriminated against for lawful activity on behalf of the Union.
- H. Service records shall be maintained for all employees by the Company and upon resignation or discharge from the service the employee, upon request, will be furnished with a copy of same. In discharge cases, the employee and his Union representative will have access to the personnel records applicable to the case prior to the holding of any hearing.
- I. Union representatives will, upon request of the TWU Local President/IAM General Chairman, be assigned to a fixed shift and days off. The arrangements will be worked out at each station by that Union representative and the local manager.
- J. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements may be required, or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor, or during reasonable cause or post-accident drug/alcohol testing as provided for in this Article, the Company will inform the employee, including a probationary employee, of his right to have Union representation present. If the employee refuses representation, the supervisor's record will reflect his refusal.
- K. At the start of a meeting under the provisions of this Article, the Company will, except in rare and unusual circumstances, indicate the reason that causes the meeting and then provide an opportunity for the employee and his Union Representative to confer for a reasonable period of time. Following that period, the meeting will be reconvened and continue until concluded by the supervisor.
- L. Employees covered by this Agreement who are interviewed by a Company Security Department representative as part of a Security Department investigation may, upon request, have a Union Representative present during the interview. If a local Union Representative is not readily available after the request, the Company's Security Department will not be required to wait for his availability before conducting its interview. However, the employee in that circumstance may request the presence of another Union represented employee (peer witness) to be present. The role of the Union Representative or peer witness will be that of a silent observer only. The Union Representative or peer witness may in no way interfere nor impede the Security Department's investigation and/or interview.

## **ARTICLE 32 - REPRESENTATION**

- 91  
92 M. Employees who are required to take a reasonable cause or post-accident  
93 drug/alcohol test by the Company may, upon request, have a Union  
94 Representative present who shall not suffer loss of pay, as a witness during  
95 those parts of the specimen collection process indicated below.  
96
- 97 1. In those stations where a local Union Representative is not readily  
98 available, the Company will delay the test for up to one (1) hour from the  
99 time the employee requests or is notified of his right to Union  
100 representation, whichever occurs first, in order to allow the first available  
101 representative to be present at the medical facility.  
102
- 103 2. If normal travel time to the medical collection facility exceeds one (1)  
104 hour, then the one (1) hour waiting period will be extended by the amount  
105 of travel time in excess of one (1) hour.  
106
- 107 3. Only one (1) Union Representative will be allowed to accompany the  
108 employee to the medical collection facility and into the area where the  
109 medical collector opens the drug testing kit, completes the relevant  
110 paperwork, and secures the kit after completion of the collection process.  
111 The Union Representative will be allowed to witness the opening of the  
112 collection kit by the collector, the documentation of the chain of  
113 custody procedure by the collector and the employee, and the  
114 packaging and sealing of the kit for shipment following the collection.  
115 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 Union  
120 Representative will be required by the Company's Supervisor to wait in the  
121 employee/patient waiting area until the collection process and paperwork has been  
122 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  
46

## **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: 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) calendar 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) calendar days. If no satisfactory adjustment is reached, the

## **ARTICLE 33 - GRIEVANCE PROCEDURE**

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

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

### **C. Discharge & Discipline**

1. For incidents that occur within the Technical Operations Organization or the employee's assigned station, no employee who has been in the service of the Company past their applicable probationary period will be disciplined to the extent of loss of pay or discharge without being advised in writing of the charge(s) preferred against him leading to such action. Such notice shall be presented to the employee, with a copy to the Union, not later than five (5) days from the time the employee's Operating Department or Labor Relations learns of the incident, or reasonably should have had knowledge of the incident, upon which such charge(s) is based. If requested, a special hearing will be conducted for loss of pay or discharge determinations.
2. For incidents that occur outside of the Technical Operations Organization or the employee's assigned station, no employee who has been in the service of the Company past their applicable probationary period will be disciplined to the extent of loss of pay or discharge without an investigation being done by the Company. When the Technical Operations Organization becomes aware of the incident, the employee(s) and the Union will be notified within twenty-four (24) hours of when they become aware of such incident. If such incident requires an investigation after the initial discussion with the employee, the employee will be held out of service and compensated for all regularly scheduled hours. The employee will be considered active for all employee benefits, except employee non-revenue travel. Registered passengers are still eligible for travel benefits in accordance with Company policy. At the end of this investigation, the Company will inform the employee, with a copy to the Union, of the results of the investigation and he will be returned to work or subject to discipline, if any. If requested, a special hearing will be conducted for loss of pay or discharge determinations.
3. If an employee is held out of service without pay for any of the following reasons, all other benefits, except employee travel will continue during the investigation. Registered passengers are still eligible for travel benefits in accordance with Company policy.



## **ARTICLE 33 - GRIEVANCE PROCEDURE**

- a. Action constituting a criminal offense, on or off duty.
  - b. Refusal or adulteration of an alcohol/drug test or verified positive drug or confirmed positive alcohol test from the date on the letter of verification/confirmation.
  - c. Failure to cooperate with an investigation.
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.

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

- 1 E. In cases where it is necessary that an employee be warned due to the caliber of his  
2 work and/or the general performance of his duties, such warning will be made to the  
3 employee in writing with a copy to the Union within five (5) days from the time the  
4 employee's Operating Department learns of the incident, or in minor cases verbally in  
5 the presence of a Local Union Official, and the employee will be given a reasonable  
6 length of time to correct the matter.  
7
- 8 F. Each disciplinary letter issued to an employee covered by this Agreement shall not  
9 remain in their personnel record for a period of more than one (1) year.

## **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
- 41 1. Question or questions at issue;
  - 42 2. Statement of facts;
  - 43 3. Position of employee or employees;
  - 44 4. Position of Company.
- 45
- 46 G. When possible, joint submissions will be made, but if the parties are unable to agree

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

1 upon a joint submission, then either party may submit the dispute and its position to  
2 the Board. No matter shall be considered by the Board, which has not first been  
3 handled in accordance with the appeal provisions of this Agreement, including the  
4 rendering of a decision thereon by the Chief Operating Officer of the Division or his  
5 duly designated representatives.  
6

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

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

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

25 K. The time limits specified in this Article may be extended by mutual agreement between  
26 the parties to this Agreement.  
27

28 L. Nothing contained in this Article will be construed to limit, restrict, or abridge the rights  
29 or privileges accorded either to the employees, the Company, or their duly accredited  
30 representatives under the provisions of the Railway Labor Act, as amended.  
31

32 M. The System Board shall maintain a complete record of all matters submitted to it for  
33 consideration, and of all findings and decisions made by it.  
34

35 N. Each of the parties will assume the compensation, travel expense and other expenses  
36 of the System Board members selected by them.  
37

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

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

- 1 P. 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 Q. 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 C. The Company agrees that there shall be no established maximum age limit in the  
2 hiring of employees.
- 3
- 4 D. 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 of  
6 the Agreement printed in a spiral bound copy.
- 7
- 8 E. Any material changes to Company policies that may be the basis for discipline will be  
9 provided to the Association leadership in advance of implementation. Information may  
10 be provided electronically to the Association and may be electronically posted for  
11 employees.
- 12
- 13 F. 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 G. 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, gate  
20 keys, or similar items.
- 21
- 22 H. When bus transportation to and from employee parking facilities is recognized by the  
23 Company as an integral part of the employee parking arrangements that  
24 transportation will be at Company expense.
- 25
- 26 I. Airport parking passes may be made available to Quality Assurance Auditors  
27 required to travel. In instances where parking passes are available, reimbursements  
28 for parking expenses will not be made. In cases where parking passes are not  
29 available, employees will be reimbursed for reasonable parking expenses.
- 30
- 31 J. Quality Assurance Auditors will be provided business cards within thirty (30) days of  
32 the completion of their probationary period.
- 33
- 34 K. It is the Company's intent to continue the cooperative relationship between the  
35 Company's Employee Assistance Program (EAP) and the Union Employee  
36 Assistance Programs (UEAP). The Mechanic & Related and Stores Association will  
37 appoint two (2) full time UEAP Directors, who will be paid by the Company.
- 38
- 39 L. An employee's first confirmed positive drug and/or alcohol test will not automatically  
40 result in termination.
- 41
- 42
- 43 M. Employees who are involuntarily changed from Monday/Sunday to another set of  
44 days off will be transitioned to Monday/Tuesday off for one week and then to new  
45 days off the following week to ensure affected employees receive two (2) days off  
46 each week. This provision does not apply to employees who voluntarily bid a position.

## **ARTICLE 35 – GENERAL**

1  
2 N. All orders to and requests from an employee involving transfers, promotions,  
3 demotions, layoff, recall, leaves of absence, or anything affecting his pay will be in  
4 writing.

5  
6 O. An employee who permanently transfers at his own request to another classification  
7 of work as provided in any other Agreement that has reciprocating language will  
8 continue to receive his same hourly rate but, in no event, will his hourly rate exceed  
9 the maximum rate for the classification to which he transferred.

10  
11 If his hourly rate at the time of such transfer is not the same as any regular rate  
12 per hour for the classification to which he transferred, he will immediately  
13 receive the nearest higher regular rate per hour for such classification.  
14 Thereafter, the employee shall progress on the normal progression scale in  
15 the new classification. In the case of a transfer from a higher to a lower  
16 classification caused by a reduction in force under this Agreement, the above  
17 rules will apply.

18  
19 P. This Agreement may not be amended or supplemented except by a written Letter of  
20 Agreement signed by both the Vice President or Managing Director of Labor  
21 Relations or their designee on behalf of the Company and the Chair and Co-Chair of  
22 the Association or their designees.

23  
24 Q. The Labor Advisory Committee will include a minimum of two (2) representatives  
25 designated by the Association for the purpose of addressing issues of common  
26 interest among all employees at the Company.

27  
28 R. When an employee is scheduled for an O.S.H.A. hearing exam outside of his regular  
29 shift, he will be paid for the time spent outside of his regular shift as if it were time  
30 spent at his regular work, and overtime rates would apply, if applicable.

31  
32 S. To the extent the Company, Union, and FAA maintain an ASAP or similar program,  
33 employees covered by this Agreement will be eligible to participate.

34  
35 T. The Company will allow the Union an opportunity, during local orientation, to meet  
36 with new employees and transferees regarding Union matters.

37  
38 U. An employee who appears as a witness in a legal proceeding at the request of the  
39 Company will be paid during witness service.

40  
41 V. An employee who is compelled by subpoena to testify in any other legal proceeding,  
42 will be allowed time off to attend such proceedings. An employee compelled to testify  
43 in any legal proceeding (except those against the Company), may at his option, use  
44 any compensated time off (excluding block vacation and sick) to make up his wages  
45 for time missed when attending such proceedings.  
46

## **ARTICLE 35 – GENERAL**

1 W. The Company will promptly notify the employees and the Union of the use of any  
2 material, equipment, or procedure known to be hazardous to employees exposed  
3 and the known procedures to control the hazards via a Safety Data Sheet (SDS).  
4 The Company will promptly provide the Union with the results of any management  
5 or government health and safety survey concerning the employees represented by  
6 the Union.

7  
8 X. When the Company is made aware, by the manufacturer or distributor of a product  
9 recall or equipment recall, the Company will take appropriate action to ensure the  
10 safety of its employees. The Company will also notify the Union of the issue as soon  
11 as possible and of any subsequent action that is taken.

12  
13 Y. Whenever the Company establishes minimum tool requirements for any  
14 classification of employees, copies of the requirements and of any revision to the  
15 requirements will be furnished to the Union. The Union may object to any tool  
16 requirement and discuss the same with the Company, provided it serves notice  
17 within thirty (30) days of receipt of the minimum tool requirements. If agreement  
18 cannot be reached on the objections, the requirements, as established, will prevail;  
19 but the Union may take up the disputed points as a grievance under Article 33 of  
20 this Agreement. If there is a question regarding the application of this provision, the  
21 employee's supervisor will contact Labor Relations who will establish a telephone  
22 conference with the Union to resolve the matter.

23  
24 Z. The Company will provide reasonable space for employee tool boxes, wherever  
25 possible. If a situation arises where space is limited, the Company and the Union will  
26 work on a local level to find a solution.

27  
28 AA. Metric tools that are deemed a requirement by the Company will be re-purchased  
29 at the option of the employee should he leave the employ of the Company, or the  
30 tools are no longer required, for a period of five (5) years from the date of purchase.  
31 The Company is only obligated to the extent of the prescribed requirement and when  
32 such tools were purchased through or from the Company.



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

8  
9 B. Except for instructing employees and assisting in experimental work, supervisory  
10 personnel will perform no work that is covered by this Agreement. Management  
11 employees may assign and/or direct the work of covered employees where Crew Chiefs  
12 are not readily available.

## **ARTICLE 40 – RETIREMENT BENEFIT**

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

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

1. For an employee member who was first eligible to join the Plan prior to January 1, 1956, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service.

2. For the employee member who was first eligible to join the Plan between January 1, 1956 and April 1, 1978, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service and the attainment of age twenty-five (25).

3. For the employee member who was first eligible to join the Plan April 1, 1978 or later, credited service will be counted from the first of the month coincident with or next following his or her completion of one year of Company service.

4. After December 31, 1976, credited service will not include periods of unpaid hours in excess of one hundred eighty (180) hours in a calendar year. A leave of absence for Union business for which the employee member has been paid by the Union will be counted as credited service for the Plan.

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

1. Effective for employees who are on the active payroll on September 1, 1985, Credited Service under the Retirement Benefit Plan will include any periods of employment during which an employee would have accrued Credited Service if the age 25 eligibility restriction had not existed in prior years. Credited Service will be counted from the January 1st or July 1st following completion of one (1) year of Company service.

2. For purposes of the preceding paragraph, “on the active payroll” means actually at work. It will also include employees who retire from the active payroll in the calendar month preceding September 01, 1985, those who 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.

1. 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.

2. 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.

3. Rules for counting vesting service and for applying breaks in service remain unchanged from the current plan.

4. 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.

1. 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.

2. Eligibility For Benefits – Early Retirement

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

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

3. 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

LETTERS OF MEMORANDUM – 1 – CITY TO CITY BID AWARDS

1 RE: CITY TO CITY BID AWARDS

2  
3 Date: DOR

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 During the course of this round of negotiations, the Company and Union discussed the  
14 subject of travel time without loss of pay for those employees transferring by exercise of  
15 seniority on city-to-city bid awards.

16 During these discussions, it was agreed that the Company would make every effort,  
17 subject to the employee's request and the needs of the service, to ensure that an  
18 employee received up to four (4) workdays off without loss of pay by arranging the  
19 employee's days off.

20 It was recognized during these discussions that there may be circumstances where an  
21 employee's days off cannot be so arranged so as to provide four (4) consecutive days off.  
22 In such cases, it will be the spirit of this letter to provide the employee as much time off  
23 as possible without loss of pay. It is further understood that the employee may choose to  
24 waive the contractual time limits for changing days off to assist in meeting the intent of  
25 this letter.

26 Sincerely,

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



LETTERS OF MEMORANDUM – 2 – NEW HIRE CONSIDERATIONS

1 RE: NEW HIRE CONSIDERATION BETWEEN AGREEMENTS

2  
3 February 13, 2018

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 Re: New Hire Consideration Between Agreements

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

21  
22  
23 Very truly yours,

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

29  
30  
31 Agree and Concur:

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

Mike Mayes  
Air Division Director  
Transport Workers Union

## LETTERS OF MEMORANDUM – 3 – 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 – 4 – TECH CREW CHIEF – MAINTENACE TRAINING  
SPECIALIST TRANSITION

February 12, 2018

Tim Klima

Airline Coordinator

Transportation Department IAMAW

Mike Mayes

Air Division Director

Transport Workers Union of America

Technical Crew Chief – Maintenance Training Specialist  
Transition

In negotiations to form joint collective bargaining agreements (“JCBAs”) following the merger of American Airlines, Inc. (“American”) and US Airways, Inc., American and the TWU/IAM Associations (the “bargaining parties”) agreed to establish five (5) separate collective bargaining agreements. This Letter of Agreement addresses a group of employees who are affected by the transfer of their work from the coverage of one pre-merger collective bargaining agreement (the Mechanic & Related CBA) to a different post-merger JCBA (the MTS JCBA).

The attached list of pre-merger American Technical Crew Chiefs are performing Maintenance Training functions that will be transferred to and be covered by the JCBA known as the Maintenance Training Specialists Agreement (“MTS JCBA”). Upon ratification of the new JCBAs, seniority for these affected employees will be as it appears on the June 15, 2017 integrated MTS seniority list and their pre-merger Mechanic & Related basic classification seniority will continue to accrue.

The bargaining parties agree to provide these affected employees a one-time, non-precedent setting and irrevocable opportunity to elect not to follow their Maintenance Training work and, instead, to remain under the coverage of the new Mechanic & Related JCBA in a position within their basic classification.

THEREFORE be it agreed and resolved that:

Within thirty (30) days of the final and announced ratification date of the TWU/IAM Association – American JCBAs, these affected employees may elect not to follow their Maintenance Training work and instead become employees in a position within their basic classification at their home location covered by the new Mechanic & Related JCBA. The election must be made by completing and signing the attached form and delivering the form to the identified American representative in accordance with the instructions on the form. Receipt of the form by the American representative must occur no later than the thirtieth (30<sup>th</sup>) day following the announced ratification date of the JCBAs. American will not accept forms delivered or received after that thirtieth (30<sup>th</sup>) day.

Except for employees who elect not to follow their work as described above, all other employees on the attached list will be reclassified as Maintenance Training Specialists, will be covered by the MTS JCBA, and will observe their MTS seniority as it appears on the June 15, 2017 integrated MTS seniority list. Additionally, these reclassified employees shall receive

length-of-company-service credit for their placement on the MTS pay scale, effective no later than thirty (30) days after the announced ratification date of the JCBA's.

Employees who elect not to follow their work shall have their name immediately stricken from the MTS seniority list and, if such employee subsequently transfers back to an MTS position, will establish a new seniority date in the MTS classification in accordance with the seniority provisions as they apply to any other employee entering the MTS classification for the first time.

Employees who elect not to follow their work will be assigned a position in their home location, within their basic classification on a one-time, non-bid basis that mirrors a position that any other person with the same seniority in the basic classification can hold. Employees who are so assigned a basic classification position shall be paid the basic classification rate of pay relative to their length-of-company-service.

If five (5) or less employees elect not to follow their work, the transfer of those employees to the basic classification duties will occur immediately after the thirtieth (30<sup>th</sup>) day as described above. If more than five (5) employees elect not to follow their work, the Association and American agree to negotiate a transition schedule that may delay assignment(s) to basic classification work for a period not to exceed ninety (90) days. Employees who may be held to perform Maintenance Trainer work under this possible extension shall not establish Maintenance Training Specialist seniority because of the extension and shall be paid the appropriate length-of-company-service pay step on the MTS pay scale until the extension ends.

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

LETTERS OF MEMORANDUM – 5 – INTERIOR MECHANIC CLASSIFICATION

October 17, 2017

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America

Interior Mechanic Classification

During the discussions leading to the Joint Collective Bargaining Agreement (JCBA) for Mechanic and related employees, the following was agreed to as it relates to the Interior Mechanic classification.

The Company will phase out the Interior Mechanic classification, through attrition, and any incumbent Interior Mechanic who holds or obtains an Airframe and Power Plant (A&P) license will be converted to an Aviation Maintenance Technician in PHX (AMT). All the terms and conditions, applicable to the AMT classification, of the AA/IAM/TWU Association agreement will apply.

All other current PHX Interior Mechanics will have the opportunity to remain in the classification in PHX and/or exercise their rights under the collective bargaining agreement.

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

LETTERS OF MEMORANDUM – 6 – STATIONARY OPERATING ENGINEER PREMIUM  
AND MASTERS TRADE LICENSE PREMIUM

February 13, 2018

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America

JFK Stationary Operating Engineer (SOE) Premium and Masters Trade License Premium

During the negotiations leading to a new Joint Collective Bargaining Agreement (JCBA), the Company and the Association agreed to incorporate two (2) letters of agreement that existed between AA and the TWU pre-merger. Those two letters involved a SOE premium for JFK Facility mechanics and a Masters Trade License premium for certain Facility Maintenance Crew Chiefs and Tech Crew Chiefs. The parties agreed that the rates and intent behind the letters will become part of the JCBA.

The rate for the JFK SOE premium includes a \$2.81/hr. skill premium along with an additional \$5.50/hr. premium for an aggregate premium amount of \$8.31/hr. for those employees performing SOE work at JFK. It also includes the ability to raise the aggregate amount to \$10/hr. if market conditions warrant.

The rate for the Masters Trade License includes a \$2.81/hr. skill premium along with an additional premium of \$2.50/hr. for an aggregate premium amount of \$5.31/hr. This premium will be paid to Facility Maintenance Crew Chief or Tech Crew Chief positions where a Masters License is required by the Company.

It is understood by the parties that any other structural increases or other monetary contractual requirements will still apply.

If the above accurately reflects your understanding, 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

LETTERS OF MEMORANDUM – 7 – CLEANER SENIORITY

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 The listed employees shall be afforded the opportunity to utilize their Cleaner classification  
13 seniority date, for bid, award, transfer, and pay in the Aircraft Maintenance Group at anytime  
14 during their career. It is further understood that this agreement permits these employees to be  
15 displaced by more senior Aircraft Maintenance Group employees in a Reduction in Force.

16  
17 If a listed employee exercises his right to transfer from his current Cleaner position to any AMT  
18 or higher position, he shall continue to retain and accrue his Cleaner seniority.

19  
20 If an employee from the Aircraft Maintenance Group chooses to exercise his right to bump a  
21 listed employee who is working in the Cleaner Classification, in lieu of bumping the system, he  
22 shall maintain his right to bid any open position in the Aircraft Maintenance Group using his AMT  
23 classification seniority. It is further understood that while he is working as a Cleaner, his pay will  
24 be reduced to the Cleaner hourly rate that is equal to, or the next step above, his current hourly  
25 rate of pay. When such an employee displaces into the Cleaner position, his anniversary date  
26 for pay raises will continue unchanged.

27  
28  
29 Sincerely,

30  
31  
32 James B. Weel

34 Managing Director – Labor Relations

35 American Airlines, Inc.

36  
37  
38 Agree and Concur:

39  
40  
41 Tim Klima

42 Airline Coordinator

43 Transportation Department IAMAW

Mike Mayes

Air Division Director

Transport Workers Union

LETTERS OF MEMORANDUM – 8 – INITIAL AIRCRAFT INSPECTION

1 Date – DOR

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

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

11  
12 Initial Aircraft Inspection - Base

13  
14 During the discussions leading to the Joint Collective Bargaining Agreement (JCBA) for  
15 Mechanic and Related employees, the following was agreed to as it relates to “initial aircraft  
16 inspections” at the maintenance bases.

17  
18 The Company agreed to include in the job description of Inspector, the language as it relates  
19 to “initial aircraft inspections” at the maintenance bases with the underlying intent of continuing  
20 to utilize dedicated Inspectors at those locations where they are utilized today. For those  
21 locations not utilizing dedicated Inspectors, the Company shall solicit overtime from a qualified  
22 Inspector pool, to conduct the initial inspection. In the event there is still a need for additional  
23 resources, after the solicitation, the Company may then utilize DQC.

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

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

29  
30 Sincerely,

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

36  
37 Agreed to:

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

Mike Mayes  
Air Division Director  
Transport Workers Union



LETTERS OF MEMORANDUM – 9 – CHRISTMAS – NEW YEARS 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  
Air Division Director  
Transport Workers Union

LETTERS OF MEMORANDUM – 10 – VOLUNTARY EARLY OUT PROGRAM

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America

Voluntary Early Out Program

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

- Employees must have a minimum of fifteen (15) years of service to participate and have otherwise been unaffected by the reduction.
- The maximum number of VEOPs (Voluntary Early Outs) offered in a location, classification and bid area / duty assignment will be at a minimum, as determined by the Company, equivalent to the number of reductions in that location, classification and bid area / duty assignment
- Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within thirty (30) days of the employees release date and lose all rights to any recall and their seniority will be forfeited
- In addition to lump sum payment, employee will receive any severance allowance as outlined in their applicable TWU/IAM Association agreement(s).

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

Sincerely,

James B. Weel  
Managing Director – Labor Relations

Agreed to:

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America

LETTERS OF MEMORANDUM – 11 – VACATION LUMP SUM PAYMENT

1  
2 March 4, 2020  
3  
4  
5

6 Tim Klima  
7 Airline Coordinator  
8 Transportation Department IAMAW  
9

10 Mike Mayes  
11 Air Division Director  
12 Transport Workers Union of America  
13  
14

15 Vacation Lump Sum Payment  
16  
17

18 During the discussions leading to the Joint Collective Bargaining Agreements ("JCBA's") the  
19 Company and the Association agreed that if any Association represented employee earned an extra  
20 week of vacation as a result of the change in vacation accruals in the vacations tentative agreement, on  
21 a one time basis for calendar year 2020 only, the Company will pay out in a lump sum any extra week  
22 of earned vacation to any impacted Association employee. Such lump sum will be paid out no later  
23 than sixty (60) days after ratification and will be subject to applicable tax withholdings and authorized  
24 deductions.  
25

26 If the above accurately reflects your understanding of our agreement, please indicate by signing below.  
27

28 Sincerely,  
29

30  
31 James B. Weel  
32 Managing Director – Labor Relations  
33 American Airlines, Inc.  
34

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

35 Agreed to:  
36  
37  
38

39 Tim Klima  
40 Airline Coordinator  
41 Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union

LETTERS OF MEMORANDUM – 12 – RETIREMENT FROM INACTIVE STATUS

1  
2 Date: DOR  
3

4 Tim Klima  
5 Airline Coordinator  
6 Transportation Department IAMAW  
7

8 Mike Mayes  
9 Air Division Director  
10 Transport Workers Union of America  
11  
12  
13

14 During the recent round of negotiations, the issue concerning employees retiring from inactive  
15 service was discussed. This letter is to confirm that the Company discontinued the practice  
16 which required Association Related employees, who are on the seniority roster but not on the  
17 active payroll, to return to work for at least one day prior to retirement in order to be eligible for  
18 retirement benefits, e.g., flight and medical/dental.  
19  
20  
21

22 Sincerely,  
23  
24  
25

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

31 Agree and Concur:  
32  
33  
34

35 Tim Klima  
36 Airline Coordinator  
37 Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union

LETTERS OF MEMORANDUM – 13 – COMPOSITE SHOP SKILL PREMIUM

1 March 4, 2020

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

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

11  
12  
13 Composite Shop Skill Premium  
14

15 During the negotiations leading to a new Joint Collective Bargaining Agreement (JCBA), the Company  
16 and the Association agreed that the AMT employees working in the Composite Shop at TUL as of date  
17 of ratification will continue to receive the \$3.45/hr. skill premium, so long as they continue to perform AMT  
18 Composite work.

19  
20 Any future position(s) in the Composite Shop in TUL will be filled by AMTs who hold both an A&P license.

21  
22 If the above accurately reflects your understanding, please indicate by signing below.

23  
24 If you have any questions, please let me know.

25  
26 Sincerely,

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

32  
33 Agreed to:

34  
35  
36  
37 Tim Klima  
38 Airline Coordinator  
39 Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union

## LETTERS OF MEMORANDUM – 14 - ROTATION OF SHIFTS

October 17, 2017

Mr. Tim Klima  
Airline Coordinator  
Transportation Department  
IAMAW

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

### Rotation of Days off

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

#### Stores

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

#### Aviation Maintenance Group

DFW – Avionics

MIA – AMTs and Avionics

ORD – AMTs and Avionics (except for the 737-blade crew and line mx support shop employees)

JFK – AMTs and Avionics

LGA – Avionics

SAT – AMTs

RDU – AMTs

EWR – AMTs

#### GSE/Facility Maintenance Group

JFK - GSE

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

Sincerely,

James B. Weel  
Managing Director – Labor Relations

Agreed to:

Tim Klima  
Airline Coordinator  
Transportation Department  
IAMAW

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

DOR

## LETTERS OF MEMORANDUM – 15 – AVIONIS UTILIZATION

1 Tim Klima  
2 Airline Coordinator  
3 Transportation Department IAMAW  
4

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

9 During our recent JCBA negotiations, the Company confirmed its intention to continue to streamline line  
10 maintenance avionics work in a manner consistent with Letter of Memorandum 9 from the September  
11 18, 2012 AA/TWU collective bargaining agreement. Specifically, the Company and Association agreed  
12 that the Company may continue to streamline such work by narrowing and focusing the primary scope  
13 of the Avionics position as outlined below. The Company, at the same time, may continue to expand  
14 the skills of the General AMT population to include avionics skills for new and existing fleet types.  
15 However, until such time as the skills of the General AMT population have expanded to a sufficient  
16 level to perform such work, the Company will continue to staff dedicated Avionics qualified AMTs based  
17 on needs of service. This understanding does not require the Company to expand or maintain Avionics  
18 bid areas existing as of DOR. Also, while it is understood that in most instances during normal work  
19 hours the alignment of work will be consistent with the below processes and duties, Line Maintenance  
20 AMTs, either Avionics or General AMT, may perform work or duties for which they are qualified.  
21 Avionics AMT's will accomplish their assigned work, including both Avionics and other AMT work,  
22 unless otherwise directed by management.  
23 Avionics AMT's Processes and Duties:

- 24
- 25 • Troubleshoot wiring, relays, defective connectors and contactors of any aircraft system.
- 26 • Auto Pilot/Auto flight Systems
- 27 • Communication Systems
- 28 • Power Systems
- 29 • Instruments/ Navigation systems
- 30 • Lower Minimum Program
- 31

32 This letter constitutes the only understanding between the Company and the Association with regard to  
33 Line Maintenance Avionics. All other agreements/letters are null and void.  
34

35 Sincerely,

36  
37 James B. Weel  
38 Managing Director – Labor Relations  
39

40 Agreed to:

41  
42  
43  
44 Tim Klima  
45 Airline Coordinator  
46 Transportation Department UAMAW

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

LETTERS OF MEMORANDUM – 16 – ORDERING OF PARTS

Date: DOR

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America

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

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

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

Sincerely,

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

Agree and Concur:

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Administrative Vice President  
Transport Workers Union



LETTERS OF MEMORANDUM – 17 – COMPUTER PROGRAMING

1  
2 Date: DOR

3  
4 Tim Klima  
5 Airline Coordinator  
6 Transportation Department IAMAW

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

11  
12  
13 During the DOR round of negotiations, the Company and Union agreed to clarify work involving  
14 the programming of certain computer operated machinery. The use of the word "programming"  
15 in this matter does not mean computer programming, but merely inputs into the machine  
16 program associated with the specific instructions given to the machine to carry out its designed  
17 function.

18 It is understood that such inputs to machine programs will be made by Crew Chiefs or mechanics  
19 during the performance of their duties. However, it is also understood that such machine program  
20 changes may be made by supervisory personnel when such changes are made in the course of  
21 instructing employees or are made during experimental or developmental stages of the machine  
22 program, or at any other time when such machine program changes are not directly related to  
23 the productive aspects of the machine.

24  
25 Very truly yours,

26  
27  
28 James B. Weel  
29 Managing Director – Labor Relations  
30 American Airlines, Inc.

31  
32  
33  
34  
35 Agreed to:

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

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

## LETTERS OF MEMORANDUM – 18 – PAYROLL SYSTEMS

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.

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 – 19 – VACATION METHODOLOGY

March 2, 2020

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America

### Vacation Methodology

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

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

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

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

Sincerely,

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

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

Agreed to:

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union

LETTERS OF MEMORANDUM

# LETTERS OF MEMORANDUM – 20 – OASIS MODIFICATIONS PROJECT

DOR

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union of America

## OASIS Modifications Project

During the discussions leading to the Joint Collective Bargaining Agreement (JCBA) for the Mechanic & Related agreement, the parties discussed the OASIS modification project (Cabin retrofit). The Company and the TWU/IAM Mechanic & Related Association agree that all outsourced vendor billable hours related to the OASIS modification project (Cabin retrofit) for the 737NG and A321 will be counted toward the fifty (50%) Base Maintenance outsourcing percentage.

In order to maintain the OASIS modification schedule the Company and Association agree to the following: if, however, at the end of years 2021 or 2022, the total Base Maintenance vendor billable hours, including any OASIS modifications, exceeds the fifty (50%) percent outsourcing percentage outlined in Article 6, the lesser of the actual outsourced OASIS modification hours or fifty (50%) of the number of total outsourced hours (including OASIS) that exceed the number of total insourced hours will not be counted toward the calculation for additional insourced hours required in the following year as described in the M&R collective bargaining agreement. In the event that no OASIS work is outsourced during a calendar year, no change to that year's calculation shall be made.

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

Sincerely,

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

Agreed to:

---

Tim Klima  
Airline Coordinator  
Transportation Department IAMAW

---

Mike Mayes  
Air Division Director  
Transport Workers Union