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AGREEMENT

between

AMERICAN AIRLINES

and

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

covering

AVIATION MAINTENANCE TECHNICIANS AND
PLANT MAINTENANCE EMPLOYEES

of

AMERICAN AIRLINES, INC.

Effective date – April 15, 2003

Note – Items in bold type identify changes from the previous agreement.

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1 AGREEMENT

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11
12 AVIATION MAINTENANCE TECHNICIANS AND
13 PLANT MAINTENANCE EMPLOYEES

14
15 of

16
17 AMERICAN AIRLINES, INC.

18
19
20 Effective date – April 15, 2003

21
22
23
24 PREAMBLE

25
26 THIS AGREEMENT, entered into this 15th day of April, 2003 by and between
27 AMERICAN AIRLINES, INC (hereinafter sometimes referred to as the "Company") and
28 TRANSPORT WORKERS UNION OF AMERICA AFL-CIO (hereinafter sometimes
29 referred to as the "Union"), as representative of the employees within the United States
30 in the classifications listed herein, pursuant to the terms of the Railway Labor Act, as
31 amended, in the mutual interests of the employees and of the Company to promote the
32 safety and continuity of air transportation, to further the efficiency and economy of
33 operations, and to provide orderly collective bargaining relations between the Company
34 and its employees, a method for the prompt and equitable disposition of grievances,
35 and for the establishment of fair wages, hours and working conditions for the employees
36 covered hereunder. In making this Agreement, both the Company and the employees
37 hereunder recognize their duty to comply with the terms hereof and to cooperate fully,
38 both individually and collectively, for the accomplishment of the intent and purpose of
39 this Agreement.

ARTICLE 1 – RECOGNITION AND SCOPE

41
42
43 (a) Pursuant to the certification from the National Mediation Board dated July 22,
44 1946, the Company recognizes the Union as the exclusive and sole collective
45 bargaining agency, with respect to rates of pay, rules, and working conditions, for all
46 employees within the United States or its territories, covered under this Agreement in
47 the classifications set forth in Article 4, and as described in the classification
48 descriptions in Article 11, who perform work as follows:

49
50 (1) The servicing, maintaining, modifying, and overhauling of airplanes
51 (including airframes, engines, radios, components, accessories, instruments,
52 systems, furnishings and equipment), while the airplane is on the ground,
53 including such work as fabricating, repairing, assembling, disassembling,
54 installing, removing, testing, inspecting (except visual inspection normally
55 performed by flight crews at or about the time of flight departure), fueling, oiling,
56 replenishing hydraulic and other fluids, and cleaning;

57
58 (2) The servicing, maintaining, repairing, altering, and constructing of
59 buildings and grounds (including fixtures and equipment), including such work as
60 carpentry, masonry, plumbing, electrical, landscaping, janitor and cleaning at
61 TUL;

62
63 (3) The servicing, maintaining, and repairing of tools and equipment, including
64 hand tools, power tools, machine tools, and mobile equipment provided by the
65 Company for the use of employees in the performance of their work and, when
66 assigned, those provided by the Company for the use of employees not covered
67 by this Agreement, including such work as fabricating, repairing, assembling,
68 disassembling, testing, inspecting, fueling, oiling, and cleaning;

69
70 (4) The servicing, maintaining, and repairing of ground radio equipment
71 (except on-the-job service, repairs, and installation of ground radios), including
72 such work as fabricating, repairing, assembling, disassembling, testing, and
73 inspecting.

74
75 (b) It is understood and agreed that the work to be performed by employees covered
76 by this Agreement does not include related indirect work performed by employees such
77 as supervisors, management specialists, managers, planners, professional employees,
78 flight crews, dispatchers, office and clerical employees, agents, clerks, production
79 assistants, staff assistants, and skycaps.

80
81 (c) It is understood that in an emergency, supervisors, flight crews, and other
82 employees may perform or assist in performing any work that may be necessary to
83 complete a particular operation. Where employees are reasonably available in point of
84 time adequately to handle a situation on a regular, overtime, or field trip basis, the
85 situation will not be deemed to be an emergency within the meaning of this paragraph.
86

87 (d) The Company will continue to assign American Airlines TWU represented
88 employees in classifications, consistent with its established practices, as designated by
89 the Company to all stations wherein such TWU represented employees are assigned
90 currently with 1460 and above annual departures and will staff new cities (those not
91 currently staffed by the TWU) at or over 3650 annual departures. The Company will
92 also restaff former TWU staffed cities with 1460 and above annual departures.

93
94 (1) Notwithstanding the above, the Company will not be obligated to continue
95 staffing any station except as provided by Article 42 (Job Security) wherein the
96 scheduled annual departures at those stations fall below 1460 departures.

97
98 (2) The determination of such scheduled departures will be made each
99 January 1 and July 1 and will consider the prior twelve (12) month period.

100
101 (3) It is agreed that as other stations are established during the term of this
102 Agreement, the Union will be notified prior to the opening, and conferences will
103 be held between the parties regarding the staffing of these stations. The
104 Company retains the right to staff stations at its discretion.

105
106 (e) Contracting Out of Work. In the interest of providing stable employment, but
107 nevertheless to permit the Company to maintain and continue the development of air
108 transportation under applicable laws, the Company will perform aircraft and aircraft
109 component maintenance and overhaul, and other related work, as its present
110 employees have the normal time and the skills to perform, and for which the Company
111 can reasonably make available the necessary facilities.

112
113 (1) Additionally, it is agreed that the Company may continue to contract out
114 work not exceeding the scope of its present contracting out practices. The
115 Company will provide to the Union, in January and July of each year, a report,
116 which indicates the extent of the aircraft maintenance work, which has been
117 contracted out as a percentage of the total aircraft maintenance expense in the
118 preceding six (6) months for purposes of ensuring consistency with this
119 obligation.

120
121 (2) It is understood that nothing in this Article requires the maintenance of the
122 present volume of work.

123
124 (3) At the request of the Director of the Air Transport Division, discussions
125 may be initiated with the Vice President – Employee Relations, quarterly or on
126 reasonable request, to ascertain by type of aircraft, engine, or component part
127 the amount and type of work which has been contracted out during the previous
128 calendar quarter.

129
130 (4) The parties agree, that in response to an expressed Union concern over
131 the practices of the Company in the matter of subcontracting aircraft and aircraft
132 component maintenance and overhaul work and consistent with the provisions of

133 Article 1(e), Contracting Out of Work, of the Agreement, it is agreed that the
134 Company will advise the Director of the Air Transport Division, Transport
135 Workers Union, in a quarterly listing of the total volume of work sub-contracted
136 under Repair Outside (RO) practices, Cross Servicing, Base Maintenance, and
137 Line Maintenance Service Agreements.
138

139 (a) It is the intention of the Company to insure that the predominant
140 volume of work under Cross Service, Base Maintenance and Line
141 Maintenance Service Agreements be performed by the Company
142 employees. It is further understood, in no event, that the volume of work
143 be less than equal to the work performed by other carriers for American
144 Airlines under Cross Service, Base Maintenance and Line Maintenance
145 Service Agreements. The ratio of mechanic work performed in terms of
146 man-hours will be reflected quarterly, in writing, to the Union.
147

148 (5) The time limit for grievances filed under Article 29(d) involving contracting
149 out will be six (6) months from the date on which the contracting out commenced,
150 or in the case of a substantial expansion of prior contracting out, six (6) months
151 from the date of the expansion.
152

153 (f) It is the intent of the parties that the above language in Article 1(e) represents an
154 attempt in contract language to express the meaning of the letter by Mr. C. R. Smith,
155 dated March 9, 1950.
156

157 (g) Although a proposed FAR Part 66 was previously considered and subsequently
158 withdrawn by the FAA, in the event of a future approved FAR Part 66, or equivalent
159 rulemaking, which may have an impact on the utilization of unlicensed personnel
160 performing aircraft maintenance work, the Company agrees to maintain its current
161 practices until such time it discusses and reaches an understanding with the TWU
162 International of the impact of such change. This provision will only remain in force and
163 effect during the life of this Agreement.
164

165 (h) Merger, purchase, or acquisition of another company: In the event of a merger,
166 purchase, or acquisition of another company, involving that entire company or a
167 substantial portion of that company by the Company, the TWU and the Company will
168 meet to discuss the merger, purchase, or acquisition. The Company will provide the
169 TWU with information concerning the proposed merger, purchase, or acquisition at the
170 earliest feasible time to allow for the Union to prepare for those discussions. Those
171 discussions will include the impact of the merger, purchase, or acquisition upon the
172 TWU represented employees.
173

174 (1) The integration of the seniority lists of the respective employee groups will
175 be governed by the provisions of Sections 3 & 13 of Allegheny-Mohawk, 59 CAB
176 22 (1972), provided that no employee on the master seniority list will be
177 adversely impacted in rates of pay, hours, or working conditions by the
178 integration.

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(2) The rates of pay, rules, and working conditions contained in the Basic Agreement, as amended, will not be open for collective bargaining in the event of a merger nor will the TWU or the Company have any obligation to bargain upon changes thereto, except as provided in Article 47 – Duration of the Basic Agreement.

(3) The parties agree to submit to final and binding arbitration by an arbitrator approved by the National Mediation Board all disputes between the TWU and the Company which are not settled in the meetings provided above within six (6) months of the effective date of the merger. The costs of the arbitration will be shared equally by the parties and there will be only one such arbitration proceeding which will be the sole and exclusive remedy for all such disputes.

(4) It is understood that the provisions of Article 1(h)(1), (2), and (3) will not apply to the Company’s purchase of assets of another airline which does not result in the integration of employees.

(i) Merger, purchase, or acquisition by another company: In the event of a merger, purchase, or acquisition of the Company by another company, the TWU and the Company will meet to discuss the merger, purchase, or acquisition. The Company will provide the TWU with information concerning the proposed merger, purchase, or acquisition at the earliest feasible time to allow for the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, or acquisition upon the TWU represented employees.

(j) Labor protection provisions: In the event of a merger, purchase, or acquisition of the Company by another company, the integration of the seniority lists of the respective employee groups will be governed by the provisions of Sections 3 & 13 of Allegheny-Mohawk, 59CAB22 (1972). The employee groups of each carrier will remain separated until such time as the seniority lists are integrated in accordance with this paragraph.

(k) Successorship:

(1) The Agreement will be binding upon any Successor. The Company will not bring a single step or multi-step Successorship Transaction to final conclusion unless the Successor agrees, in writing, to:

(a) recognize the TWU as the representative of employees on the TWU System Seniority lists consistent with the Railway Labor Act, as amended;

(b) employ the employees on the TWU System Seniority list in accordance with the provisions of this Agreement;

(c) assume and be bound by this Agreement.

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(2) If the Successor is an Air Carrier or an affiliate of an Air Carrier, the Company will, at the option of the TWU, require the Successor to agree to integrate the pre-transaction System Seniority list of the Company and the Successor in a fair and equitable manner within twelve (12) months of the Successorship transaction pursuant to Sections 3 and 13 of the Allegheny-Mohawk LPPs. The requirement of this provision does not apply to the Company's acquisition of all or part of another Air Carrier in a transaction, which includes the acquisition of aircraft and employees.

(l) The attachments on the following pages are agreed to by the parties and are incorporated as part of the Agreement.

237 ATTACHMENT 1.1 – CONTRACTING OUT WORK

238

239 From: C.R. Smith

240 To: Francis A. O'Neill

241 Re: Contracting Out Work

242

243 March 9, 1950

244

245 The contracting out of work has become an issue in our negotiations with TWU because
246 the union believes this practice may threaten the job security of its members. To show
247 that such fears are groundless I shall review our policy.

248

249 Our policy has been and is to maintain a stable work force. Few, if any, employees
250 have been laid off because we have contracted work to others. In 1949 American
251 Airlines, Inc. had the best record for continuity of employment in its mechanical
252 department that it has ever had, even though it was necessary to give some non-
253 recurring work to outside contractors.

254

255 In 1949 we scheduled our work in such fashion that there would be an orderly flow of
256 work through the plants. The program was successful enough to provide the highest
257 record of stable employment in the history of the company. One of the contributing
258 factors to an orderly flow of work was our program to farm out such work as was beyond
259 the capacity of our plants. We farmed out no projects that could have been
260 accomplished in our plants. All of our people were busy during the year. How then can
261 it be construed that the company will now find it desirable to contract out work that our
262 employees have the time and facilities to get done?

263

264 The union has sought a severance pay formula. Even though it has not been
265 demonstrated that work contracted out is, has or will jeopardize the security of the
266 employees, the severance pay plan gives an additional measure of security. This is a
267 new provision, unique in the air transport industry.

268

269 Nobody on the payroll will benefit by a program, which would require us to hire
270 temporary employees to take care of peak or non-recurring work, and to discharge them
271 as soon as the peak had gone. This, from our point of view, is a wastefully expensive
272 way of doing business, because it is inefficient. We must, therefore, retain the right to
273 give to others the work that our regular employees have not time to handle.

274

275 There are several things in airline operation, which principally affect the continuity of
276 employment; the volume of the business, the schedules to be operated and the
277 workload available. We will do the best we can to assure that each of these factors
278 contributes to stability and continuity of employment; we cannot and do not contract
279 about their volume, for we do not control that.

280

281 Our policy has enabled us to maintain a stable work force. We recognize its benefits
282 and see no reason to change the policy.

283
284 (Signed original on file)

285 ATTACHMENT 1.2 – CONTRACTING OUT WORK – JOINT COMMITTEE

286

287 From: C.A. Pasciuto

288 To: John J. Kerrigan

289 Re: Contracting Out Work – Joint Committee

290

291 May 5, 1989

292

293 During the discussions leading to the Agreement signed May 5, 1989 the issue of
294 contracting out was discussed.

295

296 The Company has agreed to create a joint committee for each Branch Manager's area
297 at Tulsa. The committee will meet periodically to review contracting out practices. Such
298 items as cost considerations, turn times, training, facilities and return on investment will
299 be reviewed. Each committee will be made up of three (3) management and two (2)
300 TWU members with the Branch Manager as the Chairperson.

301

302 (Signed original on file)

303 ATTACHMENT 1.3 – NEW TWU CITIES

304

305 From: Charles A. Pasciuto

306 To: John J. Kerrigan

307 Re: New TWU Cities

308

309 May 5, 1989

310

311 During the course of the negotiations leading to the signing of the current agreement,
312 the staffing of certain cities by TWU represented employees was raised by the Union.

313

314 As a result of these discussions, it is agreed that periodic meetings between the
315 Company and the Union, represented by the International Vice President, Transport
316 Workers Union, and the Senior Vice President-Field Services, American Airlines, will be
317 held for the purpose of reviewing the long term implications of staffing of new cities by
318 TWU represented employees.

319

320 (Signed original on file)

321 ATTACHMENT 1.4 – CROSS SERVICE AGREEMENT DATED MAY 27, 1974

322

323 From: Charles A. Pascinto

324 To: John J. Kerrigan

325 Re: Cross Service Agreement Dated May 27, 1974

326

327 May 5, 1989

328

329 This will confirm our discussion regarding the Letter of Agreement dated May 27, 1974,
330 pertaining to the Cross Service Agreement. Since this letter was written, deregulation
331 and American's growth have brought about a change in the way we accomplish our
332 work and we have demonstrated an enviable record of stable and secure employment.

333

334 Because of recent acquisition of some small aircraft fleets and expansion to additional
335 cities, it is in the best interest of American Airlines and the Transport Workers Union to
336 respond to changes in our industry. It is the intention of American Airlines to change its
337 fleet configuration as market conditions and aircraft availability dictate. It is not
338 economically feasible for American Airlines to purchase tooling and or construct
339 facilities for those small fleets, which are planned to be phased out in the near term.

340

341 We have agreed, therefore, that during the term of this agreement (amendable March 1,
342 1993) those existing fleets of 25 aircraft or less and any new cities where we contract
343 out our line maintenance will be exempt for reporting purposes from the Cross Service
344 Agreement*. Our future quarterly report will reflect this change.

345

346 * (For example, the B-747 aircraft, which is planned to be replaced by the MD-11
347 and the B-737/BAe-146, which are planned for near term replacement. The B-727 fleet
348 will not be segregated by fleet type.)

349

350 (Signed original on file)

351 ATTACHMENT 1.5 – SEAT MILES SCHEDULED BY COMMUTER AIR CARRIERS

352

353 From: Jane G. Allen

354 To: Edward R. Koziatek

355 Re: Seat Miles Scheduled by Commuter Air Carriers

356

357 August 15, 1995

358

359 This will confirm our discussions leading to signing of the agreement dated August 15,
360 1995, in which we discussed provisions for the future schedules of commuter air
361 carriers relative to American Airlines.

362

363 It is agreed that, beginning with twelve (12) month period following August 15, 1995,
364 and each twelve (12) month period thereafter, the total number of available seat miles
365 (ASM's) which may be scheduled by all commuter air carriers owned by AMR or feeding
366 American may not exceed six (6) percent of the total ASM's scheduled by American.
367 This limitation will not apply to ASM's scheduled by such commuter air carriers on new
368 service on a route, which American has not served since March 1, 1993.

369

370 No aircraft type currently in the American Airlines fleet, or inactive aircraft type
371 previously in the American Airlines fleet and still under the Company's control, and no
372 current orders or options for an American Airlines aircraft type will be transferred to or
373 operated by a commuter air carrier either owned by AMR or feeding American Airlines.

374

375 (Signed original on file)

376 ATTACHMENT 1.6 – CONTRACTING OUT WORK

377

378 From: Jane G. Allen

379 To: Edward R. Koziatek

380 Re: Contracting Out Work

381

382 August 15, 1995

383

384 This will confirm our understandings reached during the negotiations leading up to the
385 agreement signed on August 15, 1995. During these discussions, we discussed the
386 issue of contracting out on numerous occasions and the Company's need to contract
387 out that work as provided for in the labor agreement.

388

389 As we discussed, it is the Company's intent to ensure that the TWU leadership is fully
390 advised of those situations wherein the Company is planning to contract out work that is
391 normally done in-house so that the matter can be fully discussed.

392

393 The parties agree that this letter recognized their respective rights under the collective
394 bargaining agreement concerning the issue of contracting out work.

395

396 (Signed original on file)

397 ATTACHMENT 1.7 – CONTRACTING OUT ULD REPAIRS, BUILDING CLEANING,
398 AND UTILITY MAN WORK

399

400 From: Jane G. Allen

401 To: Edward R. Koziatek

402 Re: Contracting Out ULD Repairs, Building Cleaning, and Utility Man Work

403

404 August 15, 1995

405

406 This will confirm our understanding that in order to be more competitive, the Company
407 will have the ability to contract out ULD repairs after protecting incumbent employees
408 currently assigned to those shops in other functions.

409

410 The Company may contract out work formerly performed by Building Cleaners and
411 Utilitymen (except at TULE), after protecting incumbent employees as outlined below.

412

413 At TULE/AFW Utilityman work (except Hazardous Materials which will be incorporated
414 into Plant Maintenance Man classification) will be moved into the Building Cleaner
415 classification.

416

417 Incumbent Building Cleaners will be protected in Cabin Cleaner (or FSC positions);
418 however, no incumbent Building Cleaner will be forced to relocate to another station.
419 Incumbent Utilitymen will be moved to Plant Maintenance Man positions, if qualified, or
420 to FSC positions, however no employee will be forced to relocate to another station. No
421 incumbent mechanic re-assigned as a result of contracting out of ULD repairs will be
422 forced to relocate to another station.

423

424 A transition plan for each of these actions will be prepared and discussed by local
425 management with the TWU Local President.

426

427 (Signed original on file)

428 ATTACHMENT 1.8 – PLANT MAINTENANCE MECHANIC FLOOR

429

430 From: Mark Burdette

431 To: Mr. John Orlando

432 Re: Plant Maintenance Mechanic Floor

433

434 April 18, 1996

435

436 The August 15, 1995 agreement defines a Plant Maintenance Mechanic “floor” as the
437 number of Plant Maintenance Mechanics on the payroll as of August 15, 1995 less the
438 VERP participants.

439

440 On August 15, 1995 there were a total of 1,808 Plant Maintenance Mechanics (1,599
441 Mechanics, 194 Crew Chiefs, 15 Tech Crew Chiefs). The final tally of VERP
442 participants in the Plant Maintenance Classifications was 159. Therefore, the Plant
443 Maintenance Mechanic “floor” is 1,649 (1,808-159).

444

445 On April 17, 1996, there were 1,695 Plant Maintenance Mechanics (1,516 Mechanics,
446 164 Crew Chiefs, 15 Tech Crew Chiefs). Thus, we are over the “floor” and can continue
447 to hire Plant Maintenance Men until we drop below 1,649 Mechanics. There are
448 currently 23 Plant Maintenance Men employees in the system.

449

450 (Signed original on file)

ARTICLE 2 – DEFINITIONS

- 451
452
453 (a) "Employee" will mean an employee in the classifications covered by this
454 Agreement.
455
456 (b) "He" or any other masculine pronoun will be understood to designate any
457 employee, whether male or female.
458
459 (c) "Chief Operating Officer", "department head", or any other management title
460 referred to in the Agreement will mean that person or any other person properly
461 designated and appointed by him to act in his capacity. References to the titles of
462 Union officials will mean that person or any other person properly designated and
463 appointed by him to act in his capacity.
464
465 (d) "Protected employee" will mean all employees covered by the job security
466 provisions of Article 42. "Unprotected employee" will mean all employees not covered
467 by the job security provisions of Article 42.
468
469 (e) "Qualifications" will mean all requirements, other than qualifying tests, which may
470 be considered necessary by the Company for the particular type of work to be
471 performed, and specified in advance in writing.
472
473 (f) "Qualifying test" will mean the test(s) for competency in a particular classification
474 or type of work as established in the Qualifications and Administration Manual (QAM).
475
476 (g) "On call" will mean an employee who has been instructed to remain or stand by
477 at a station, shop, hangar, or other location, in order to begin work immediately upon the
478 work becoming available.
479
480 (h) "Status" denotes if an employee is either full time (full time status) or part time
481 (part time status).
482
483 (i) "Chart hourly rate" will mean those hourly rates of pay appearing in Article 4.
484
485 (j) "Base hourly rate", "regular hourly rate", "regular pay", or "pay as if working" will
486 mean the employee's rate as shown in Article 4 plus any applicable differentials, license
487 premiums, skill premium, and other premiums. When "base hourly rate", "regular hourly
488 rate", "regular pay", or "pay as if working" is compounded, it will include license and skill
489 premiums.
490
491 (k) "Classification seniority" (pay seniority) will govern pay raises and placement on
492 the appropriate pay scales in Article 4. This seniority is governed by the applicable
493 Articles of this Agreement.
494
495 (l) "Company seniority" will be the time based on the employee's hire date with the
496 Company. This seniority is governed by Company policy.

- 497
498 (m) "Occupational seniority" will be the Occupational Group Title seniority referred to
499 in Article 10 of the Agreement.
500
501 (n) "Will" has the same meaning as the word "shall".
502
503 (o) "Emergency" will mean a sudden, unexpected occurrence or situation urgently
504 requiring prompt action.
505
506 (p) "Company" means American Airlines, Inc.
507
508 (q) "Successor" will include, without limitation, any assignee, purchaser, transferee,
509 administrator, receiver, executor, and/or trustee of the Company or of all or substantially
510 all of the equity securities and/or assets of the Company.
511
512 (r) "Successorship Transaction" means any transaction, whether single step or
513 multi-step that provides for, results in, or creates a successor.
514
515 (s) "Affiliate" means:
516
517 (1) any entity that controls the Company or any entity that the Company controls,
518 and/or
519
520 (2) any other corporate subsidiary, parent, or entity controlled by or that controls
521 any entity referred to in (s)(1) of this paragraph.
522
523 (t) "Overhaul Support Mechanic" ("OSM") replaces "Shop Repairperson" ("SRP"). It
524 is understood that all references to "Shop Repairperson" ("SRP") are replaced by
525 "Overhaul Support Mechanic" ("OSM") in the Agreement, Attachments, or other
526 documents.

527 ARTICLE 3 – HOURS OF WORK

528
529 (a) The workday will consist of a twenty-four (24) hour period beginning at 12 o'clock
530 midnight, and a regular day's work will consist of eight (8) hours (also referred to as
531 5/8's) or ten (10) hours (also referred to as 4/10's), if applicable, exclusive of meal
532 periods.

533
534 (b) Where the Company maintains a seven (7) day operation, individual work units
535 may be scheduled in whole or in part on schedules of four (4) days of ten (10) hours
536 each, when mutually agreed between the Company and the Union. This agreement
537 must be approved by the Director of the Air Transport Division and the Vice President
538 overseeing the work unit. When a 4/10's schedule is adopted, it will be subject to the
539 provisions outlined below.

540
541 (1) It is understood there are few locations where a 4/10's schedule will meet
542 the needs of the service, and that this alternative schedule will be approved only
543 when it involves no anticipated increased expense for the Company and no
544 anticipated loss of productivity or any other recognizable degradation of
545 performance.

546
547 (2) It is understood and agreed that either party will have the right to cancel a
548 4/10's schedule with thirty (30) calendar days of written notice to the other party.

549
550 (c) The workweek and pay week will consist of seven (7) consecutive days
551 beginning at 12:01 a.m. Saturday. The regular weekly work schedule will consist of five
552 (5) workdays of eight (8) hours each or four (4) workdays of ten (10) hours each, if
553 applicable, within the workweek.

554
555 (d) Each employee will be scheduled for two (2) days off during each workweek.
556 The Company will make every reasonable effort to arrange work schedules so that,
557 whenever practicable, those days will be Saturday and Sunday. When an employee's
558 days off are other than Saturday and Sunday, they will be two (2) consecutive days.
559 Nothing will prohibit the Company from scheduling Friday and Saturday as the two (2)
560 consecutive days off.

561
562 (e) If the schedule is four (4) days of ten (10) hours each, the three (3) days off will
563 be consecutive and in accordance with the intent of Article 3(d). Nothing will
564 prohibit the Company from scheduling Thursday, Friday, and Saturday as the
565 three (3) consecutive days off. Nothing will prohibit the Company from
566 scheduling Friday, Saturday, and Sunday as the three (3) consecutive days off.

567
568 (f) At stations or shops where employees are required to maintain continuous
569 operation of departments or assignments, days off may either be fixed or rotated in
570 accordance with the preference of a majority of the employees involved, consistent with
571 the requirements of the service. When fixed days off are selected, seniority will
572 determine days off.

573
574 (g) All time worked in any continuous tour of duty, including overtime, will be
575 considered as work performed on the workday within which the tour of duty is started.
576
577 (h) Hours for part time employees will be governed by Article 43.
578
579 (i) The following rules will apply to the Tulsa, AFW and MCI Maintenance Bases
580 employees, excluding Line Maintenance at Tulsa, and apply only with reference to the
581 assignment of employees to work schedules that include Saturday and/or Sunday.
582
583 (1) Crew Chiefs and Inspectors will not be included in these rules since they
584 bid for jobs on a seniority basis.
585
586 (2) Employees scheduled on shifts that start during the last hour of Sunday
587 (continuing into Monday) are not to be counted as Sunday workers in the
588 application of these rules. Employees scheduled on shifts that start during the
589 last hour of Friday (continuing into Saturday) are to be counted as Saturday
590 workers for the purpose of the application of these rules only.
591
592 (3) An employee may bid by seniority within his work unit for a five-day work
593 schedule that includes both Saturday and Sunday or one that includes a
594 Saturday or a Sunday.
595
596 (4) If insufficient number of employees bid, the Company may assign
597 employees to such a work schedule on the basis of inverse seniority within a
598 work unit.
599
600 (5) The Company will not establish five-day work schedules that include
601 Saturday and Sunday work for employees totaling more than one-seventh of the
602 employees subject to these rules.
603
604 (6) The Company will not establish five-day work schedules that include a
605 Saturday for more than one-seventh of the employees subject to these rules and
606 will not establish five-day work schedules that include a Sunday for more than
607 one-seventh of this same total number.
608
609 (7) Employees who work a schedule that includes just Saturday (one-
610 seventh) or Sunday (one-seventh) will rotate so as to share being off on a
611 Saturday or a Sunday during the week, unless fixed days off have been
612 established pursuant to Article 3(f) of this Agreement.
613
614 (8) The Company will continue to make every reasonable effort to arrange
615 work schedules so that, whenever practicable, days off will be Saturday and
616 Sunday.
617

618 (9) Upon request of the Local Union President, the Company will provide the
619 Union with a listing of the total number of employees at the base, excluding Line
620 Service, showing those among this group who are regularly scheduled to work
621 both Saturday and Sunday or just Saturday or Sunday.
622

623 (j) The attachment on the following page is agreed to by the parties and is
624 incorporated as part of the Agreement.

625 ATTACHMENT 3.1 – Implementation of 4/10's Work Schedules at TULE

626

627 From: James B. Weel

628 To: James C. Little

629 Re: Implementation of 4/10's Work Schedules at TULE

630

631 March 31, 2003

632

633 This will confirm our understanding reached during the negotiations leading up to the
634 agreement signed on April 15, 2003.

635

636 During these negotiations, we discussed the Company's interest to implement a 4/10's
637 work schedule at the Tulsa Maintenance Overhaul Base (TULE). The parties agreed
638 that the Tulsa Overhaul Base would have the right to implement a 4/10's schedule, as
639 provided in Article 3. The purpose of the 4/10's schedules is to meet current and future
640 weekend coverage needs on the aircraft overhaul docks.

641

642 The Company agreed to credit Title I for the savings projected for this implementation.
643 In exchange for that credit, TWU Local 514 agreed to permit these 4/10's work
644 schedules for the duration of this agreement, irrespective of conditions outlined in Article
645 3(b). The Union reserves its right to discuss implementation issues with the Company.

646

647 This understanding does not alter the contractual application of Article 3 in any area
648 other than the aircraft overhaul docks. Other areas at TULE are free to pursue 4/10's
649 work schedules in accordance with Article 3. In those areas, both parties retain their
650 contractual right of unilateral cancellation.

651

652 (Signed original on file)

ARTICLE 4 – COMPENSATION

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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 Article 4, which are incorporated and made a part of this Agreement.

(a) An employee, who is the successful bidder for promotion into a Crew Chief, Technical Crew Chief, or Inspector classification on or after March 01, 2001, or who holds a position in a Crew Chief, Technical Crew Chief, or Inspector classification on that date, will receive his non-bid chart rate plus a Bid Position Premium of \$1.75 per hour. An employee who receives this Bid Position Premium will continue to receive that Premium, provided that he continues to hold a bid position.

(1) This Bid Position Premium is added to his non-bid 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 non-bid classification date.

(b) During the period of this Agreement, the regular rates of pay for the non-bid classifications of work will be as specified on the appropriate pay charts below.

(1) For any employee, not covered in Article 4(b)(2) whose progression is based on six (6) month intervals, his progression from one step to the next will be as defined on the appropriate pay chart for the specific classification, 18 months (Aviation Maintenance Technician and Plant Maintenance Mechanic), 12 months (Overhaul Support Mechanic, Parts Washer, Aircraft Cleaner, Plant Maintenance Man, Utility Man, or 6 months (Building/Cabin Cleaner), as applicable.

AVIATION MAINTENANCE TECHNICIAN

	<u>05/01/0</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 18 Months	13.68	13.89	14.10	14.31	14.52	14.74
2nd 18 Months	15.06	15.29	15.52	15.75	15.99	16.23
3rd 18 Months	16.40	16.65	16.90	17.15	17.41	17.67
Last 6 Months	17.78	18.05	18.32	18.59	18.87	19.15
Thereafter	25.25	25.63	26.01	26.40	26.80	27.20

OVERHAUL SUPPORT MECHANIC

	<u>05/01/0</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 12 Months	8.89	9.02	9.16	9.30	9.44	9.58
2nd 12 Months	9.64	9.78	9.93	10.08	10.23	10.38
3rd 12 Months	10.62	10.78	10.94	11.10	11.27	11.44
4th 12 Months	11.58	11.75	11.93	12.11	12.29	12.47
5th 12 Months	12.54	12.73	12.92	13.11	13.31	13.51

6th 12 Months	13.51	13.71	13.92	14.13	14.34	14.56
7th 12 Months	14.48	14.70	14.92	15.14	15.37	15.60
8th 12 Months	15.44	15.67	15.91	16.15	16.39	16.64
9th 12 Months	16.40	16.65	16.90	17.15	17.41	17.67
Thereafter	20.43	20.74	21.05	21.37	21.69	22.02

PARTS WASHER

	<u>05/01/0</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 12 Months	8.84	8.97	9.10	9.24	9.38	9.52
2nd 12 Months	9.30	9.44	9.58	9.72	9.87	10.02
3rd 12 Months	9.76	9.91	10.06	10.21	10.36	10.52
4th 12 Months	10.21	10.36	10.52	10.68	10.84	11.00
5th 12 Months	10.68	10.84	11.00	11.17	11.34	11.51
6th 12 Months	11.12	11.29	11.46	11.63	11.80	11.98
7th 12 Months	11.59	11.76	11.94	12.12	12.30	12.48
8th 12 Months	12.62	12.81	13.00	13.20	13.40	13.60
9th 12 Months	13.65	13.85	14.06	14.27	14.48	14.70
Thereafter	17.74	18.01	18.28	18.55	18.83	19.11

AIRCRAFT CLEANER

	<u>05/01/0</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 12 Months	8.84	8.97	9.10	9.24	9.38	9.52
2nd 12 Months	9.30	9.44	9.58	9.72	9.87	10.02
3rd 12 Months	9.76	9.91	10.06	10.21	10.36	10.52
4th 12 Months	10.21	10.36	10.52	10.68	10.84	11.00
5th 12 Months	10.68	10.84	11.00	11.17	11.34	11.51
6th 12 Months	11.12	11.29	11.46	11.63	11.80	11.98
7th 12 Months	11.59	11.76	11.94	12.12	12.30	12.48
8th 12 Months	12.53	12.72	12.91	13.10	13.30	13.50
9th 12 Months	13.47	13.67	13.88	14.09	14.30	14.51
Thereafter	17.27	17.53	17.79	18.06	18.33	18.60

PLANT MAINTENANCE MECHANIC

	<u>05/01/0</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 18 Months	13.68	13.89	14.10	14.31	14.52	14.74
2nd 18 Months	15.06	15.29	15.52	15.75	15.99	16.23
3rd 18 Months	16.40	16.65	16.90	17.15	17.41	17.67
Last 6 Months	17.78	18.05	18.32	18.59	18.87	19.15
Thereafter	25.25	25.63	26.01	26.40	26.80	27.20

UTILITY MAN – PLANT MAINTENANCE

	<u>05/01/0</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					

1st 12 Months	7.57	7.68	7.80	7.92	8.04	8.16
2nd 12 Months	8.01	8.13	8.25	8.37	8.50	8.63
3rd 12 Months	8.44	8.57	8.70	8.83	8.96	9.09
4th 12 Months	8.88	9.01	9.15	9.29	9.43	9.57
5th 12 Months	9.32	9.46	9.60	9.74	9.89	10.04
6th 12 Months	9.75	9.90	10.05	10.20	10.35	10.51
7th 12 Months	10.20	10.35	10.51	10.67	10.83	10.99
8th 12 Months	11.19	11.36	11.53	11.70	11.88	12.06
9th 12 Months	12.17	12.35	12.54	12.73	12.92	13.11
Thereafter	16.44	16.69	16.94	17.19	17.45	17.71

PLANT MAINTENANCE MAN

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 12 Months	7.37	7.48	7.59	7.70	7.82	7.94
2nd 12 Months	7.84	7.96	8.08	8.20	8.32	8.44
3rd 12 Months	8.29	8.41	8.54	8.67	8.80	8.93
4th 12 Months	8.75	8.88	9.01	9.15	9.29	9.43
5th 12 Months	9.21	9.35	9.49	9.63	9.77	9.92
6th 12 Months	9.66	9.80	9.95	10.10	10.25	10.40
7th 12 Months	10.11	10.26	10.41	10.57	10.73	10.89
8th 12 Months	11.13	11.30	11.47	11.64	11.81	11.99
9th 12 Months	12.14	12.32	12.50	12.69	12.88	13.07
Thereafter	17.83	18.10	18.37	18.65	18.93	19.21

BUILDING / CABIN CLEANER

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
	<u>3</u>					
1st 6 Months	6.33	6.42	6.52	6.62	6.72	6.82
2nd 6 Months	6.50	6.60	6.70	6.80	6.90	7.00
3rd 6 Months	6.71	6.81	6.91	7.01	7.12	7.23
4th 6 Months	6.91	7.01	7.12	7.23	7.34	7.45
5th 6 Months	7.12	7.23	7.34	7.45	7.56	7.67
6th 6 Months	7.30	7.41	7.52	7.63	7.74	7.86
Thereafter	7.66	7.77	7.89	8.01	8.13	8.25

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(2) The following charts apply to any incumbent employee whose progression from one pay step to the next, on the date of ratification, was based on six (6) months of service in the classification at each step. These rates of pay and the progression are subject to the provisions of Article 4(e).

AVIATION MAINTENANCE TECHNICIAN

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
						<u>8</u>
1st 6 Months	13.68	13.89	14.10	14.31	14.52	14.74

2nd 6 Months	14.14	14.35	14.57	14.79	15.01	15.24
3rd 6 Months	14.59	14.81	15.03	15.26	15.49	15.72
4th 6 Months	15.06	15.29	15.52	15.75	15.99	16.23
5th 6 Months	15.51	15.74	15.98	16.22	16.46	16.71
6th 6 Months	15.96	16.20	16.44	16.69	16.94	17.19
7th 6 Months	16.40	16.65	16.90	17.15	17.41	17.67
8th 6 Months	16.86	17.11	17.37	17.63	17.89	18.16
9th 6 Months	17.32	17.58	17.84	18.11	18.38	18.66
10th 6 Months	17.78	18.05	18.32	18.59	18.87	19.15
Thereafter	25.25	25.63	26.01	26.40	26.80	27.20

PARTS WASHER

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
1st 6 Months	8.84	8.97	9.10	9.24	9.38	9.52
2nd 6 Months	9.07	9.21	9.35	9.49	9.63	9.77
3rd 6 Months	9.30	9.44	9.58	9.72	9.87	10.02
4th 6 Months	9.52	9.66	9.80	9.95	10.10	10.25
5th 6 Months	9.76	9.91	10.06	10.21	10.36	10.52
6th 6 Months	9.98	10.13	10.28	10.43	10.59	10.75
7th 6 Months	10.21	10.36	10.52	10.68	10.84	11.00
8th 6 Months	10.44	10.60	10.76	10.92	11.08	11.25
9th 6 Months	10.68	10.84	11.00	11.17	11.34	11.51
10th 6 Months	10.90	11.06	11.23	11.40	11.57	11.74
11th 6 Months	11.12	11.29	11.46	11.63	11.80	11.98
12th 6 Months	11.35	11.52	11.69	11.87	12.05	12.23
13th 6 Months	11.59	11.76	11.94	12.12	12.30	12.48
14th 6 Months	12.09	12.27	12.45	12.64	12.83	13.02
15th 6 Months	12.62	12.81	13.00	13.20	13.40	13.60
16th 6 Months	13.13	13.33	13.53	13.73	13.94	14.15
17th 6 Months	13.65	13.85	14.06	14.27	14.48	14.70
18th 6 Months	14.17	14.38	14.60	14.82	15.04	15.27
Thereafter	17.74	18.01	18.28	18.55	18.83	19.11

AIRCRAFT CLEANER

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
1st 6 Months	8.84	8.97	9.10	9.24	9.38	9.52
2nd 6 Months	9.07	9.21	9.35	9.49	9.63	9.77
3rd 6 Months	9.30	9.44	9.58	9.72	9.87	10.02
4th 6 Months	9.52	9.66	9.80	9.95	10.10	10.25
5th 6 Months	9.76	9.91	10.06	10.21	10.36	10.52
6th 6 Months	9.98	10.13	10.28	10.43	10.59	10.75
7th 6 Months	10.21	10.36	10.52	10.68	10.84	11.00
8th 6 Months	10.44	10.60	10.76	10.92	11.08	11.25
9th 6 Months	10.68	10.84	11.00	11.17	11.34	11.51
10th 6 Months	10.90	11.06	11.23	11.40	11.57	11.74
11th 6 Months	11.12	11.29	11.46	11.63	11.80	11.98

12th 6 Months	11.35	11.52	11.69	11.87	12.05	12.23
13th 6 Months	11.59	11.76	11.94	12.12	12.30	12.48
14th 6 Months	12.05	12.23	12.41	12.60	12.79	12.98
15th 6 Months	12.53	12.72	12.91	13.10	13.30	13.50
16th 6 Months	12.99	13.18	13.38	13.58	13.78	13.99
17th 6 Months	13.47	13.67	13.88	14.09	14.30	14.51
18th 6 Months	13.93	14.14	14.35	14.57	14.79	15.01
Thereafter	17.27	17.53	17.79	18.06	18.33	18.60

PLANT MAINTENANCE MECHANIC

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
1st 6 Months	13.68	13.89	14.10	14.31	14.52	14.74
2nd 6 Months	14.14	14.35	14.57	14.79	15.01	15.24
3rd 6 Months	14.59	14.81	15.03	15.26	15.49	15.72
4th 6 Months	15.06	15.29	15.52	15.75	15.99	16.23
5th 6 Months	15.51	15.74	15.98	16.22	16.46	16.71
6th 6 Months	15.96	16.20	16.44	16.69	16.94	17.19
7th 6 Months	16.40	16.65	16.90	17.15	17.41	17.67
8th 6 Months	16.86	17.11	17.37	17.63	17.89	18.16
9th 6 Months	17.32	17.58	17.84	18.11	18.38	18.66
10th 6 Months	17.78	18.05	18.32	18.59	18.87	19.15
Thereafter	25.25	25.63	26.01	26.40	26.80	27.20

UTILITY MAN – PLANT MAINTENANCE

	<u>05/01/03</u>	<u>05/01/04</u>	<u>05/01/05</u>	<u>05/01/06</u>	<u>05/01/07</u>	<u>05/01/08</u>
1st 6 Months	7.57	7.68	7.80	7.92	8.04	8.16
2nd 6 Months	7.64	7.75	7.87	7.99	8.11	8.23
3rd 6 Months	8.01	8.13	8.25	8.37	8.50	8.63
4th 6 Months	8.06	8.18	8.30	8.42	8.55	8.68
5th 6 Months	8.44	8.57	8.70	8.83	8.96	9.09
6th 6 Months	8.50	8.63	8.76	8.89	9.02	9.16
7th 6 Months	8.88	9.01	9.15	9.29	9.43	9.57
8th 6 Months	8.93	9.06	9.20	9.34	9.48	9.62
9th 6 Months	9.32	9.46	9.60	9.74	9.89	10.04
10th 6 Months	9.36	9.50	9.64	9.78	9.93	10.08
11th 6 Months	9.75	9.90	10.05	10.20	10.35	10.51
12th 6 Months	9.78	9.93	10.08	10.23	10.38	10.54
13th 6 Months	10.20	10.35	10.51	10.67	10.83	10.99
14th 6 Months	10.49	10.65	10.81	10.97	11.13	11.30
15th 6 Months	11.19	11.36	11.53	11.70	11.88	12.06
16th 6 Months	11.45	11.62	11.79	11.97	12.15	12.33
17th 6 Months	12.17	12.35	12.54	12.73	12.92	13.11
18th 6 Months	12.42	12.61	12.80	12.99	13.18	13.38
Thereafter	16.44	16.69	16.94	17.19	17.45	17.71

689 (c) The parties recognize that the work performed under and within certain
690 classifications in the Maintenance Agreement is varied and in many respects
691 significantly dissimilar. For the purposes of this Agreement, the parties generally
692 acknowledge these basic dissimilarities of and between (1) the functions of operations
693 service at the line stations, and (2) the functions of overhaul maintenance service at the
694 Alliance (AFW), Kansas City (MCIE), and Tulsa (TULE) Maintenance Bases, and have,
695 therefore, agreed upon wage differentials.

696
697 (1) An employee, while regularly assigned to the classification of Inspector,
698 Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation
699 Maintenance Technician, Aviation Maintenance Technician, Crew Chief – Plant
700 Maintenance Mechanic, Technical Crew Chief – Plant Maintenance Mechanic,
701 and Plant Maintenance Mechanic at the field stations, including Kansas City
702 (MCIE) and Tulsa (TULE) Line Maintenance operations, will receive a Line
703 Premium of fifty-five (55) cents per hour.

704
705 (2) In an effort to recognize the need to retain Aviation Maintenance
706 Technicians on night shifts at the field stations including Tulsa Line Maintenance,
707 an employee, while regularly assigned to the classification of Crew Chief –
708 Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance
709 Technician, Inspector, and Aviation Maintenance Technician and working a shift
710 that begins at or after 5:00 p.m., and before 6:00 a.m., will receive a Midnight
711 Skill Retention Premium (MRT) of fifty (50) cents per hour.

712
713 (d) Employees who were hired and classified prior to February 11, 1983, and who on
714 September 1, 1985, were classified as Building Cleaners, and who on May 5, 1989,
715 were still classified as Building Cleaners, will be pay slotted on the Utility Man pay scale.

716
717 (e) Flexible Starting Rates

718
719 (1) In the event that the Company, in its sole discretion, finds that any or all of
720 its starting pay rates (Step 1) as specified in Article 4(b), are non competitive with
721 local market starting rates for similarly situated jobs, the Company may hire
722 applicants in any classification at any station/base/location at rates of pay higher
723 (Step 2 through the maximum hourly rate in the applicable pay scale) than those
724 starting rates specified in Article 4(b). As market conditions change, the
725 Company may, in its sole discretion, change its designated starting rate. Such
726 designated starting rate may be higher or lower than previous designated starting
727 rates; however, such starting rate may not be lower than Step 1 nor higher than
728 the maximum hourly rate in the applicable pay scale.

729
730 (2) In those stations/base/locations where higher starting rates of pay are
731 designated in accordance with Article 4(e)(1), all employees in that
732 classification(s) at that station/base/location who are receiving less than the new
733 designated starting rate of pay will have their rate of pay concurrently increased

734 to the new designated higher starting rate for that classification(s) in that
735 station/base/location.

736
737 (3) An employee who is affected by Article 4(e)(1) or 4(e)(2) above will
738 progress to the next step of his classification pay scale in accordance with his
739 pay chart.

740
741 (4) An employee who transfers to or from a station/base/location which has
742 an adjusted starting rate of pay for his classification will have his rate of pay
743 adjusted upward or downward to conform to the rate of pay received by an
744 employee with the same classification seniority as his, at his new
745 station/base/location. Such adjusted rate may not be less than Step 1 nor higher
746 than the maximum hourly rate in the applicable pay scale.

747
748 (5) It is understood and agreed that the effective dates of step increases and
749 other changes in pay rates are determined by the employee's classification
750 seniority.

751
752 (f) License and Skill Premiums

753
754 (1) An employee in the classification of Inspector, Crew Chief – Aviation
755 Maintenance Technician, Technical Crew Chief – Aviation Maintenance
756 Technician, or Aviation Maintenance Technician, regularly assigned to perform
757 aircraft maintenance work, will receive the following License Premium, if he holds
758 both FAA Airframe and FAA Powerplant Licenses, FAA Airframe and FCC
759 General Radiotelephone Operator Licenses, or FAA Powerplant and FCC
760 General Radiotelephone Operator Licenses:

761
762 (a) Effective March 01, 2003, the employee will receive \$5.00 per hour.

763
764 (2) An employee in the classification of Inspector, Crew Chief – Aviation
765 Maintenance Technician, Technical Crew Chief – Aviation Maintenance
766 Technician, or Aviation Maintenance Technician regularly assigned to perform
767 aircraft maintenance work, excluding work in the skill areas described in Article
768 4(f)(4), will receive a License Premium equal to one half (1/2) of the License
769 Premium provided in Article 4(f)(1) per hour, if he holds only one FAA/FCC
770 License – FAA Airframe, FAA Powerplant, or FCC General Radiotelephone
771 Operator License.

772
773 (3) An employee in the classification of Inspector, Crew Chief – Aviation
774 Maintenance Technician, Technical Crew Chief – Aviation Maintenance
775 Technician, or Aviation Maintenance Technician, who holds one of these licenses
776 but who regularly performs work in the skill areas described in Article 4(f)(3), will
777 receive the Skill Premium, as provided in Article 4(f)(4), rather than the one half
778 (1/2) License Premium provided in Article 4(g)(2).

780 (4) An employee in the classification of Inspector, Crew Chief – Aviation
781 Maintenance Technician, Technical Crew Chief – Aviation Maintenance
782 Technician, or Aviation Maintenance Technician, regularly assigned to perform
783 work as an Aviation Maintenance Technician – Machinist/Tool Maker, Aviation
784 Maintenance Technician – Plater, Aviation Maintenance Technician – Welder,
785 Aviation Maintenance Technician – Composite, or Aviation Maintenance
786 Technician – Bench Avionics, and not receiving a License Premium as provided
787 in Article 4(f)(1), will receive a Skill Premium as shown below.
788

789 (a) Effective March 01, 2003, the employee will receive \$3.45 per hour.
790

791 (5) The following is a general definition and identification of the skill areas
792 listed in Article 4(f)(4) and identifies the intent of that paragraph concerning skill
793 premiums. The parties recognize that both job test areas and former job codes
794 are in transition. The parties agree that all individuals receiving a Skill Premium
795 at the time of ratification will continue to receive their Skill Premium, while job test
796 areas and job codes are finalized, so long as the employee remains in the same
797 type of work.
798

799 (a) Aviation Maintenance Technician – Machinist/Tool Maker is an
800 employee in the classification of Aviation Maintenance Technician who is
801 assigned to the work of a machinist/tool maker as described in the
802 Qualifications Administration Manual (QAM). This skill is applicable to
803 former job codes 9573, 9593, 9603, 9613, 9753, 9763, 9773, 9783, and
804 9793.
805

<u>Type of Work</u>	<u>Job Test Area</u>
27	01, 02, 03, and 08 through 14
58	01
12	04

811
812 (b) Aviation Maintenance Technician – Bench Avionics is an employee
813 in the classification of Aviation Maintenance Technician who is assigned to
814 the work of bench avionics maintenance, bench avionics components
815 repair/overhaul, and/or bench avionics systems maintenance as described
816 in the Qualifications Administration Manual (QAM). This skill is applicable
817 to former job codes 9604, 9614, 9754, 9764, 9774, 9784, and 9794.
818

<u>Type of Work</u>	<u>Job Test Area</u>
12	01, 02, 03
14	01, 02, 03
17	10
43	01
44	01
49	01

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(c) Aviation Maintenance Technician – Composite is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of composite repair as described in the Qualifications Administration Manual (QAM). This skill is applicable to former job codes 9605, 9615, 9755, 9765, 9775, 9785, and 9795.

<u>Type of Work</u>	<u>Job Test Area</u>
59	01, 02

(d) 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 Qualifications Administration Manual (QAM). This skill is applicable to former job codes 9606, 9616, 9756, 9766, 9776, 9786, and 9796.

<u>Type of Work</u>	<u>Job Test Area</u>
23	01

(e) 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 Qualifications Administration Manual (QAM). This skill is applicable to former job codes 9607, 9617, 9757, 9767, 9777, 9787, and 9797.

<u>Type of Work</u>	<u>Job Test Area</u>
22	03, 05, 08, 09

(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 a License or Skill Premium as provided in Article 4(f)(1) through 4(f)(5), will receive a Skill Premium of one dollar (\$1.00) per hour.

(7) An employee not classified as an Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, who holds both FAA Airframe and FAA Powerplant licenses and who is designated and approved by the Company's Maintenance Department to perform aircraft maintenance work, as described in Article 11 for the above referenced classifications, will receive a License Premium in accordance with Article 4(f)(1) per hour for all hours, and only those hours, (or fractions thereof rounded to the nearest 1/10 of an hour) worked performing such aircraft maintenance work.

871 (8) An employee in the classification of Crew Chief – Plant Maintenance
872 Mechanic, Technical Crew Chief – Plant Maintenance Mechanic, or Plant
873 Maintenance Mechanic holding a High Pressure Steam/High Temperature Hot
874 Water License, or other license required by the Federal, State, or Local
875 Government, or Certificates mutually agreed upon between the Company and
876 the Union will receive a License Premium equal to one half (1/2) of the License
877 Premium provided in Article 4(f)(1) per hour, provided the license is required for
878 the work he performs.

879
880 (9) An employee in the classification of Crew Chief – Plant Maintenance
881 Mechanic, Technical Crew Chief – Plant Maintenance Mechanic, or Plant
882 Maintenance Mechanic, regularly assigned to automotive and/or facility
883 maintenance work, (and an employee in the classification of Plant Maintenance
884 Man who is regularly assigned to the hazardous waste function) and who is not
885 receiving a License Premium as provided in Article 4(f)(8) above, will receive a
886 Skill Premium of one dollar and seventy cents (\$1.70) per hour.

887
888 (10) Regardless of the number of licenses an employee may hold and/or the
889 number of high skilled jobs to which he is assigned, neither License Premium nor
890 Skill Premium (individually or collectively) will exceed the rates shown in Article
891 4(f)(1).

892
893 (11) License Premium or Skill Premium as provided in Article 4(g) will be
894 compounded in the computation of overtime rates and included as a portion of
895 the employee's base hourly rate; additionally, License Premiums for Inspector,
896 Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation
897 Maintenance Technician, Aviation Maintenance Technician, and former Junior
898 Aviation Maintenance Technician, who hold both FAA Airframe and FAA
899 Powerplant licenses, will be included in their, and only their, pensionable
900 earnings effective May 13, 1989. Effective January 1, 1991, for those employees
901 retiring on or after August 15, 1995, License and Skill Premiums will be included
902 in the pensionable earnings of those employees who receive either License or
903 Skill Premium under Article 4(g).

904
905 (g) Cross Utilization Pay Guides

906
907 (1) When an employee, hired prior to February 11, 1983, is cross utilized in
908 excess of the time parameters outlined in Article 11(h) of this Agreement into a
909 classification having a higher top chart hourly rate than that of the classification in
910 which he is regularly employed, he will be compensated the additional hourly
911 amounts for those hours as specified in Article 11(h), as indicated on the
912 following attached chart.

913 CROSS UTILIZATION PAY GUIDES

Current Classification	Aviation Maintenance Technician (AMT)	Plant Maintenance Technician (PMT)	Overhaul Support Mechanic (OSM)	Stock Clerk	Fleet Service Clerk (FSC)	Ground Service	Parts Washer	A/C Cleaner	Plant Maintenance Man (PMM)	Cleaner
Aviation Maintenance Technician (AMT)	--	--	--	--	--	--	--	--	--	Cannot be used in this classification
Plant Maintenance Technician (PMT)	--	--	--	--	--	--	--	--	--	--
Overhaul Support Mechanic (OSM)	--	--	--	--	--	--	--	--	--	--
Stock Clerk	1.63	1.53	--	--	--	--	--	--	--	--
Fleet Service Clerk (FSC)	1.92	2.00	--	--	--	--	--	--	--	--
Ground Service	1.92	1.82	--	--	--	--	--	--	--	--
Parts Washer	2.93	2.83	--	--	--	--	--	--	--	--
A/C Cleaner	3.34	3.24	1.98	.10	.10	.10	--	--	--	--

Plant Maintenance Man (PMM)	2.93	2.83	--	--	--	--	--	--	--	--
Cleaner	3.34	3.24	--	--	.10	.10	--	--	--	--

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(2) When an employee, hired after February 11, 1983, is cross utilized in excess of the time parameters outlined in Article 11(h) of this Agreement into a classification having a higher top chart hourly rate than that of the classification in which he is regularly employed, he will be compensated at his regular base hourly rate, provided his chart rate exists in the higher classification scale. If his chart rate does not exist, he will receive a base hourly rate computed on the nearest higher chart rate per hour in that classification for those hours as specified in Article 11(h).

921 (h) The attachment on the following page is agreed to by the parties and is
922 incorporated as part of the Agreement.

923 ATTACHMENT 4.1 – CREW CHIEF IN PHASED OUT CLASSIFICATIONS

924

925 From: Jane G. Allen

926 To: Edward A. Koziatek

927 Re: Crew Chief in Phased Out Classifications

928

929 August 15, 1995

930

931 This will confirm our understandings reached during the negotiations leading up to the
932 agreement signed on August 15, 1995. During these discussions, we agreed to several
933 changes involving the way we will do our work in the future. Some of these changes will
934 result in consolidation and or elimination of some classifications and the creation of
935 other new classifications. In this process, some Crew Chiefs in the current functions of
936 Utility Men/Building cleaner and Blasting Machine/Parts Washer may not, due the
937 consolidation noted above, be able to maintain a bid position.

938

939 We have agreed, therefore, that if persons currently holding Crew Chief positions as
940 outlined above, and after the consolidations/movement of functions, are unable to hold
941 a bid Crew Chief position, will be pay protected at their current rate of pay until such
942 time as their seniority would or does enable them to secure a bid position at their station
943 or they reach the maximum rate of pay in the new classification. They will be pay slotted
944 into their new classification based upon their current Crew Chief pay rate and progress
945 thereafter on the new scale.

946

947 (Signed original on file)

948 ARTICLE 5 – SHIFT DIFFERENTIAL AND TEST HOP BONUS

949
950 (a) An employee assigned to a shift, which begins at or after 12:00 noon and before
951 5:00 p.m. will receive a shift differential of one (1) cent per hour.

952
953 (1) An employee assigned to a shift, which begins at or after 5:00 p.m., and
954 before 6:00 a.m. will receive a shift differential of two (2) cents per hour.

955
956 (2) No shift differential will be received by an employee assigned to a shift
957 which begins at or after 6:00 a.m. and before 12:00 Noon.

958
959 Example Start Times:

960

961	12:00 noon	to	4:59 p.m.	1¢
962	5:00 p.m.	to	5:59 a.m.	2¢
963	6:00 a.m.	to	11:59 a.m.	None

964

965 (b) An employee will receive the shift differential applicable to the shift to which he is
966 regularly assigned. The applicable shift differential will be included with the employee's
967 base hourly rate in the calculation of pay for overtime, vacation, holiday, sick leave
968 benefit, and benefits paid for absence due to an occupational illness or injury
969 compensable under the applicable Workmen's Compensation law.

970
971 (c) An employee may be required to rotate on shifts during a workweek in which
972 event he will receive, for all shifts worked, two (2) cents per hour shift differential if he
973 rotates through a shift to which a one (1) cent per hour shift differential would otherwise
974 be applicable and a shift for which no shift differential is applicable; or three (3) cents
975 per hour shift differential if he rotates through a shift to which a two (2) cents per hour
976 shift differential is applicable and any other shift or shifts. Rotating shifts will be filled
977 first by seniority among qualified employees who volunteer for the shifts. In the event
978 that an insufficient number of employees volunteer to fill the necessary rotating shifts,
979 the unselected shifts will be filled by assignment of the most junior qualified employees.

980
981 (d) An employee who is required by the Company to fly on a test hop will receive
982 one (1) hour's pay at his base hourly rate in addition to the regular pay for each hour or
983 fraction thereof spent on the test hop. The Company will provide a maximum of
984 \$100,000 Test Flight and Observer Aviation Accident Insurance under the conditions
985 outlined in the American Airlines' liability policy for employees covered by this
986 Agreement.

ARTICLE 6 – OVERTIME

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- (a) Daily Overtime: Overtime rates will be paid on a daily basis as follows:
 - (1) If an employee is on a 5/8's schedule, he will receive daily overtime in the amount of one and one half times (1.5X) his base hourly rate for each hour, or fraction thereof, actually worked in excess of eight (8) hours.
 - (2) If an employee is on a 4/10's schedule, he will receive daily overtime in the amount of one and one half times (1.5X) his base hourly rate for each hour, or fraction thereof, actually worked in excess of ten (10) hours.
 - (3) An employee will not be required to suspend work during his regular shift to avoid the payment of overtime nor will he be entitled to overtime rates until he has worked eight (8) [ten (10), if on a 4/10's schedule] hours in the workday, including time worked after his regular shift.
- (b) Weekly Overtime: Time worked on an employee's regularly scheduled days off will be considered overtime and will be paid in the amount of one and one half times (1.5X) his base hourly rate for each hour, or fraction thereof, actually worked.
 - (1) When an employee is required to work on his scheduled day or days off he will be entitled to at least eight (8) hours of work [ten (10) hours, if applicable] unless he consents to less time.
- (c) Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the crew or appropriate work unit as equitably as practicable.
 - (1) An employee, when available, who is lowest on overtime hours and does not work the overtime, will be charged with the overtime missed for equalization purposes, as though it had been worked.
 - (2) In the event of an emergency and when there are insufficient available employees, the Company may then assign employees per locally established and agreed upon guidelines. In the absence of guidelines, the Company may assign the employee(s) who are lowest on overtime hours to perform that work.
 - (3) The supervisor's record of overtime, worked or charged to employees for equalization purposes, will be made available to the employees affected by posting or other appropriate methods. All time paid for an overtime bypass and not worked will be charged as worked for overtime equalization purposes.
 - (4) Except in emergencies, employees who are to work overtime will be given two (2) hours' notice of the overtime.

1033 (5) Overtime will be offered within appropriate classifications and/or overtime
1034 work units prior to offering the overtime work to other classifications and/or
1035 overtime work units. If a shift is scheduled to be cross utilized in more than one
1036 (1) classification and/or overtime work unit, overtime coverage, if utilized to cover
1037 that shift vacancy, should first be offered to the classification where the majority
1038 of the work falls. Employees working the overtime accept the responsibility of the
1039 entire shift, including the cross utilization assignment.

1040
1041 (d) An employee working overtime will not be required to work more than two (2)
1042 hours continuously after the regular work period without being permitted an unpaid meal
1043 period.

1044
1045 (e) An employee whose overtime working period continues into the following day will
1046 continue to receive overtime rates for all overtime worked.

1047
1048 (f) If any work period will continue so that its termination will be less than seven and
1049 one half (7-1/2) hours prior to the commencement of the employee's regular shift in the
1050 succeeding workday, he will receive pay for all time worked during his regular shift at
1051 the rate of one and one half times (1.5X) his base hourly rate.

1052
1053 (g) No overtime will be worked except by direction of the proper supervisory
1054 personnel of the Company, except in cases of emergency and when prior authority
1055 cannot be obtained.

1056
1057 (h) Overtime compensation will be computed on the basis of the nearest six-minute
1058 unit of work.

1059
1060 (i) If overtime on any workday or any workweek is due to an authorized exchange of
1061 days off or shifts by employees, which must be approved in advance by the appropriate
1062 supervisor, that time will be compensated for at straight time rates, provided, however,
1063 any continuous work, exclusive of meal periods, in excess of eight (8) [ten (10), if on a
1064 4/10's schedule] hours on any shift or tour of duty, will be paid for at the overtime rates
1065 provided in Article 6(a).

1066
1067 (j) In no event, will any employee receive more than one and one half times (1.5X)
1068 his base hourly rate under this Agreement.

1069
1070 (k) The parties recognize the obligations of both employees and the Company under
1071 Federal Aviation Regulation (FAR) 121.377, which requires that all maintenance
1072 personnel performing maintenance must have at least four (4), twenty-four (24) hour
1073 periods off per calendar month. The FAA requires the Company to report duty time
1074 violations and has indicated that they will pursue violations with both the employee and
1075 the Company.

1076
1077 (1) The Company shares the responsibility to monitor duty time limits, and the
1078 employee shares the responsibility to notify local management of possible

1079 121.377 violations upon the proffer of day off overtime. The employee will not be
1080 charged for overtime if such proffer would put him in violation of FAR 121.377.

1081
1082 (2) If, at the direction of the Company, the employee is forced to work at a
1083 time during the calendar month that would result in a violation of this FAR, the
1084 employee will be granted the required time off and considered to be on an
1085 authorized absence with pay (AA).

1086
1087 (3) If an employee has not had the required time off during the calendar
1088 month and is in jeopardy of violating this FAR, he may not be eligible for day off
1089 work and may be required to take additional time off. This time off may be an
1090 authorized absence (TL) without pay or vacation time (VC, PV, or FV) at the
1091 employee's option.

1092
1093 (4) No employee will be required to utilize his vacation time to comply with
1094 this FAR without his consent.

1095
1096 (5) The Company will assist an employee in monitoring his time off by posting
1097 the ATA 231 Duty Time Limitation Report during the third and fourth week of
1098 each calendar month. An employee may examine this report so as to better
1099 monitor his own personal time off.

1100
1101 (l) Random drug and alcohol testing of ground personnel will take place during the
1102 employee's regularly scheduled shift. In the event that a random test extends beyond
1103 the employee's regularly scheduled shift, the employee will be compensated at his base
1104 hourly rate. To the extent possible, the Company will avoid scheduling the test towards
1105 the end of the employee's shift.

1106
1107 (m) At those stations where there is no existing local guideline governing the
1108 assignment of overtime, a guideline will be established and mutually agreed upon by the
1109 Company and the Union.

1110
1111 (n) Overtime and the extension of scheduled hours for part time employees will be
1112 governed by the provisions of Article 43.

ARTICLE 7 – HOLIDAYS

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(a) The following holidays with pay will be granted:

<u>Holiday</u>	<u>Observance</u>
New Year's Day	January 1st
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

(b) If an employee is on a 5/8's schedule and he is required to work on any of the above holidays, he will receive one and one half times (1.5X) his base hourly rate for at least eight (8) hours, except when an employee requests and is granted fewer hours in which event he will receive one and one-half times (1.5X) his base hourly rate for all hours actually worked and one times (1X) his base hourly rate for the difference between the hours actually worked and eight (8) hours.

(1) If an employee is on a 4/10's schedule and he is required to work on any of the above holidays, he will receive one and one half times (1.5X) his base hourly rate for the first eight (8) hours and one times (1X) his base hourly rate for the remaining two (2) hours of his scheduled shift, except when an employee requests and is granted fewer hours in which event he will receive one and one half times (1.5X) his base hourly rate for all hours actually worked and one times (1X) his base hourly rate for the difference between the hours actually worked and ten (10) hours. If the employee works more than ten (10) hours on the holiday, he will receive one and one half times (1.5X) his base hourly rate for all hours in excess of ten (10) hours.

(c) If an employee is on a 5/8's schedule and any of the above holidays fall on his day off, whether the day off is a scheduled day off or due to a change of shift (CS) as authorized by the Supervisor, his next workday will be observed as the holiday. The Company may designate the employee's last workday before the holiday to be observed as the holiday with his consent. An employee required to work on his holiday will be paid in accordance with Article 7(b) [HW]. Any work performed on his day off will be paid in accordance with Article 6.

(1) If an employee is on a 4/10's schedule and any of the above holidays fall on his day off, he will receive eight (8) hours at his base hourly rate in compensation for the holiday [HO], in addition to his regular pay for the week.

1159 The observance of the holiday will not move or change, but will be observed in
1160 accordance with Article 7(a).

1161
1162 (d) If an employee is on a 5/8's schedule and any of the above holidays fall within his
1163 vacation period, his next workday following the vacation period will be observed as the
1164 holiday. An employee required to work on that day will be paid in accordance with
1165 Article 7(b) [HW].

1166
1167 (1) If an employee is on a 4/10's schedule and any of the above holidays fall
1168 within his vacation period, he will receive eight (8) hours at his base hourly rate in
1169 compensation for the holiday [HO] in addition to his vacation pay. The
1170 observance of the holiday will not move or change, but will be observed in
1171 accordance with Article 7(a).

1172
1173 (e) Payment for a holiday will not be made to an employee on a leave of absence or
1174 to an employee scheduled to work on the holiday who is not excused from work and
1175 who fails to report to work as scheduled.

1176
1177 (1) If an employee has been absent because of illness or injury for a
1178 continuous period immediately preceding the holiday that does not exceed thirty
1179 (30) calendar days, exclusive of any vacation time, he is entitled to holiday off
1180 pay [HO] in accordance with this Article.

1181
1182 (2) If an employee has been absent because of illness or injury for a
1183 continuous period immediately preceding the holiday for more than thirty (30)
1184 calendar days, exclusive of any vacation time, he is deemed to be on a leave of
1185 absence and is not entitled to any holiday pay. Any pay due will be in
1186 accordance with Article 34.

1187
1188 (3) If an employee is scheduled to work on a holiday and is absent on the
1189 holiday, he is not entitled to any holiday pay, unless he was "excused" from
1190 working on the holiday by the Supervisor. "Excusable" reasons for not working
1191 as scheduled on the holiday include such compelling reasons as jury duty, a
1192 death in the family, a critical illness in the family requiring the attention of the
1193 employee, and bona fide union business. If the employee is excused in
1194 accordance with this paragraph, he is entitled to holiday off pay [HO].

1195
1196 (4) If an employee has a one (1) day absence for illness or injury on a holiday
1197 he is scheduled to work, he is not entitled to any holiday pay. Any pay due will
1198 be in accordance with Article 34.

1199
1200 (5) If an employee's absence for illness or injury commenced on a holiday
1201 that the employee was scheduled to work and then continues through one (1) or
1202 more workdays following the holiday, he is entitled to holiday off pay [HO] for the
1203 holiday. Subsequent absences will be paid in accordance with Article 34.

1204

1205 (f) No employee will be required to report for duty on a paid holiday that falls on his
1206 regularly scheduled workday, except when absolutely required for the operation. An
1207 employee not required to work on the holiday will receive eight (8) hours of pay at his
1208 base hourly rate, or ten (10) hours if on a 4/10's schedule [HO]. The Company will
1209 request, not later than seven (7) calendar days prior to each holiday, for volunteers to
1210 work on the holiday. Notification of volunteers and others required to work on the
1211 holiday will, except in case of an emergency, be made not later than three (3) calendar
1212 days prior to the holiday. In the event insufficient volunteers are available, holiday work
1213 will be assigned on the same basis as overtime work.

1214
1215 (g) Holiday work and pay for part time employees will be governed by the provisions
1216 of Article 43.

ARTICLE 8 – VACATIONS

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(a) Employees will become entitled to and receive vacation allowance in accordance with the following:

- (1) As used in this Article, the term "year" means a calendar year.
- (2) The following vacation allowance will apply:

Length of Service As of Dec 31 of any Year	Accrual Rate Per Month During the Year Ending Dec 31	Maximum Vacation Accrual
Less than 5 years	four (4) hours	Forty (40) hours
5 years but less than 10 years	Eight (8) hours	Eighty (80) hours
10 years but less than 17 years	Twelve (12) hours	One hundred twenty (120) hours
17 years but less than 25 years	Sixteen (16) hours	One hundred sixty (160) hours
25 years but less than 30 years	Twenty (20) hours	Two hundred (200) hours
30 years and over	Twenty-four (24) hours	Two hundred forty (240) hours

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- (3) In computing vacation eligibility under this Article:
 - (a) In any calendar month, fifteen (15) calendar days or more of service with the Company will be considered a full month and less than fifteen (15) calendar days will not be considered.
 - (b) Fractions of one-half a day or more of earned vacation will be considered as entitling the employee to a full day's vacation and fractions of less than one-half a day will not be considered.

1237 (b) The pay for vacation will be at the employee's base hourly rate at the time the
1238 vacation is taken.

1239
1240 (c) Preference for the period in which an employee will be permitted to take his
1241 vacation will be granted within each station, building, dock/shop, or other vacation work
1242 unit in the order of Company seniority provided, however, that vacation schedules may
1243 be so arranged within each work group or section as will not interfere with the
1244 requirements of the service. The Company will post requests for vacation preference
1245 for the following year on Company bulletin boards not later than October 15th of each
1246 year; and an eligible employee will list his preference not later than November 15th.
1247 The vacation periods will be assigned and posted on Company bulletin boards by
1248 December 1st, whenever possible. Any employee not expressing a preference will be
1249 assigned a vacation, if eligible. Except in an emergency, an employee's vacation will
1250 commence immediately following his regularly scheduled days off.

1251
1252 (d) Vacation allowances will not be cumulative. Vacation time to which an employee
1253 becomes entitled on December 31 of any year will be forfeited unless taken during the
1254 following year. However, if an employee is requested by the Company in writing to
1255 forego his vacation during the year in which it is to be taken and has not received it by
1256 the end of that year, the employee will be entitled to his deferred vacation during the
1257 succeeding calendar year or to pay in lieu of same at the option of the employee,
1258 subject to the requirements of the service.

1259
1260 (e) An employee who takes a leave or leaves of absence which exceeds or the total
1261 of which exceeds sixty (60) calendar days during any calendar year will have his
1262 vacation allowance to which he becomes entitled on December 31 of that year reduced
1263 by his monthly accrual rate as outlined in (a) above for each thirty (30) calendar days of
1264 said leave or the total of the leaves which exceeds sixty (60) days. However, no
1265 deduction from vacation allowance will be made for leaves of absence granted due to
1266 injury sustained while on duty.

1267
1268 (f) In the event of termination of employment with the Company, an employee who
1269 has completed six (6) months of service with the Company will be paid for vacation not
1270 previously taken which he has earned and accrued up to the date of termination.

1271
1272 (1) An employee who fails to give two (2) weeks of notice of his resignation in
1273 writing, and the notice is not waived by the Company in writing, or who is
1274 discharged for confiscation of Company funds or property, will not be paid for any
1275 vacation not yet taken, unless provided otherwise by law.

1276
1277 (g) An employee who has completed six (6) months of service with the Company,
1278 has been laid off, has been paid for all vacation due him at the time of termination, and
1279 who is subsequently recalled to work, will accrue vacation allowance from the date of
1280 his reemployment in accordance with Article 8(a)(2).

1281

1282 (h) An employee who has not completed six (6) months of service at the time he is
1283 laid off and who is therefore not entitled to vacation termination pay will, if reemployed
1284 within a period of time from layoff not exceeding his previous service, be granted
1285 vacation credit for service prior to the layoff. In no case will the vacation to which the
1286 employee becomes entitled on December 31 of that year exceed forty (40) hours.
1287

1288 (i) An employee who has been awarded a vacation period will not have his vacation
1289 dates changed without his consent, unless he is notified of the change in writing thirty
1290 (30) calendar days in advance of the starting date of his vacation. This will not apply in
1291 case of an Act of God, a national war emergency, revocation of the Company's
1292 operating certificate or certificates, grounding of a substantial number of the Company's
1293 aircraft for safety reasons, and airworthiness reasons which may threaten grounding of
1294 aircraft in the fleet. If an employee transfers to a different station or work unit, any
1295 vacation he has scheduled, but not yet taken, will be scheduled in accordance with
1296 agreed upon local procedures. At those stations where no procedure governing the
1297 scheduling of a transferee's vacation exists, such a procedure will be established
1298 subject to mutual agreement between the Local Union and local management.
1299

1300 (j) An employee's scheduled days off immediately following his vacation will be the
1301 same as his scheduled days off immediately preceding his vacation.
1302

1303 (k) An employee may request a paid personal vacation day(s) of up to five (5) days
1304 per year. The Company will grant the days by seniority in accordance with agreed upon
1305 local procedures. At those stations where no procedure governing the granting of
1306 personal vacation days exists, such a procedure will be established subject to mutual
1307 agreement between the Local Union and local management. Days used for personal
1308 vacation days will be deducted from the vacation day accrual to be awarded in the
1309 subsequent year's vacation. An employee terminating employment during a calendar
1310 year will have the number of personal vacation days taken during that year deducted
1311 from any terminating monies due him. This provision will not be applicable at any
1312 location where deduction of vacation days or monies is prohibited by law. Personal
1313 vacation days will not be permitted on an employee's holiday.
1314

1315 (l) Vacation allowance and rate of accrual for part time employees will be governed
1316 by the provisions of Article 43.
1317

1318 (m) The attachments on the following pages are agreed to by the parties and are
1319 incorporated as part of the Agreement.

1320 ATTACHMENT 8.1 – OFF WORK ON DISABILITY WHEN VACATION IS SCHEDULED

1321

1322 From: S.L. Crosser

1323 To: H.J. Leonard

1324 Re: Off Work On Disability When Vacation Is Scheduled

1325

1326 March 29, 1982

1327

1328 This will confirm our agreement concerning employees off work on disability due to an
1329 injury on duty when a vacation period is scheduled.

1330

1331 The Company will, if an employee requests in writing prior to the scheduled vacation
1332 period, attempt to reassign vacations scheduled during an uncontested lengthy IOD to
1333 the extent the operation permits; that is, the employee should be allowed to choose
1334 from open vacation periods if any exist or, if none exist, assigned with at least 7 days
1335 notice, a rescheduled vacation slot unless the operation cannot afford his absence.
1336 Such vacation deferral will be permitted only if the vacation can be rescheduled during
1337 the calendar year in which it was originally scheduled. Pay in lieu of vacation is not
1338 available to an employee in these circumstances.

1339

1340 Whenever such a vacation reschedule has been denied, the employee may request the
1341 Local Union President/Station Chairman to meet and review the vacation reschedule
1342 request with the General Manager/Chief Operating Officer at that location. If his
1343 vacation reschedule is not resolved at that level, he may utilize the procedures of Article
1344 31 of the Labor Agreement.

1345

1346 (Signed original on file)

1347 ATTACHMENT 8.2 – REDUCED VACATION APPLICATION

1348

1349 From: James B. Weel

1350 To: James C. Little

1351 Re: Reduced Vacation Application

1352

1353 March 31, 2003

1354

1355 Mr. James C. Little

1356 International Administrative Vice President

1357 Director Air Transport Division

1358 Transport Workers Union of America, AFL–CIO

1359 1791 Hurstview Dr.

1360 Hurst, Texas 76054

1361

1362

1363 Reduced Vacation Application

1364

1365 Dear Jim,

1366

1367 This will confirm our understanding reached during the negotiations leading up to the
1368 agreement signed on (DOS), 2003. During these negotiations, we discussed how to
1369 implement the one week vacation savings in order to realize the savings in 2003
1370 thereby avoiding additional decreases in pay or other work rule changes.

1371

1372 The basic principal of the transition application is that each employee with vacation
1373 remaining in 2003 will roll one (1) week of 2002's accrued vacation to use in 2004 thus
1374 reducing 2003 accrual by two (2) weeks. The application in effect combines vacation
1375 weeks from 2003 and 2004 which are then divided between the two years depending on
1376 whether or not the employee has already used some or all of his current vacation. The
1377 net effect is that we reduce the total weeks over the two (2) years by two (2) weeks.

1378

1379 The attached diagram on the attached page illustrates this application. It provides an
1380 example at each point from seven (7) weeks through two (2) weeks.

1381

1382 As part of the implementation and in order to realize the savings, employees will defer a
1383 week of 2003 vacation based on a certain allocation for each individual week. **Example:**
1384 Week of September 6 and 13, 2003. Station ABC will allow 6 employees to defer Sept.
1385 6, 2003 and 6 employees for Sept. 13, 2003. This is to ensure the Company does not
1386 have too many of the same week deferred. To allow employees to select without a
1387 limitation could cause a scenario whereby Sept. 6 has 15 employees defer and Sept. 13
1388 has only 4, thus, the vacation relief coverage would be skewed and the vacation relief
1389 headcount would not be balanced properly.

1390

1391 Once the procedures have been finalized, employees need to provide which week they
1392 would like to defer to local management no later than May 8, 2003. In the event, there

1393 are weeks made available after the deferral process is complete, local management in
 1394 conjunction with the local union will work out a selection process for those available
 1395 weeks.

1396
 1397 For those employees, who as a result of the deferral and adjusted accrual do not have a
 1398 week of vacation for 2004, can take time off without pay through a CS arrangement.
 1399 We understand that for employees to work an entire year or more without a scheduled
 1400 vacation should have time off and therefore strongly encourage these employees to
 1401 utilize the flex vacation option which will be made available in October of 2003 for 2004
 1402 vacation.

1403
 1404 (Signatures on file)
 1405 See attached
 1406 Attachment 8.2(a)

Current Vacation (Weeks)	2003 Already Taken	2003 Remaining	2004	2005 and on
7	7	0	5	6
	6	0	6	6
	5	1	6	6
	4	2	6	6
	3	3	6	6
	2	4	6	6
	1	5	6	6
	0	6	6	6
6	6	0	4	5
	5	0	5	5
	4	1	5	5
	3	2	5	5
	2	3	5	5
	1	4	5	5
	0	5	5	5
5	5	0	3	4
	4	0	4	4
	3	1	4	4
	2	2	4	4
	1	3	4	4
	0	4	4	4
4	4	0	2	3
	3	0	3	3
	2	1	3	3
	1	2	3	3
	0	3	3	3

3	3	0	1	2
	2	0	2	2
	1	1	2	2
	0	2	2	2
2	2	0	0*	1
	1	0	1	1
	0	1	1	1

Note:

** Employees with two weeks of vacation would still receive the four (4) days accrued through the Date of Signing (one day per month). Therefore, these employees would have some days to take in 2004.*

- *This scenario assumes that 2003 accrual is reduced by two weeks, and future accruals are reduced by one week.*
- *One week of vacation accrued in 2002 is deferred to 2004.*

1407

1408 Attachment 8.3 – Flex Vacation

1409

1410 To: James C. Little

1411 From: James B. Weel

1412 Re: Flex Vacation

1413

1414 April 7, 2003

1415

1416 *During the recent negotiations for the restructuring of the AA/TWU labor agreements,*
1417 *the issue of Flex Vacation arose as it relates to the future application based on other*
1418 *changes to the AA/TWU agreements, such as wage rates, vacation accrual, etc.*

1419

1420 *To ensure both parties are clear on the matter, below are the questions as they have*
1421 *been posed and the Company's corresponding answer.*

1422

1423 1. *If an employee selected a flex vacation week or days in 2002 for use in 2003 and*
1424 *has not yet taken it, can the employee cancel the flex vacation and receive a refund*
1425 *on the wages that have been payroll deducted?*

1426

1427 Employees will not be afforded an opportunity to cancel their flex vacation week in
1428 2003 unless they meet the operational necessity requirement as determined by local
1429 operation. If they meet the operational necessity requirement the refund is made in
1430 the Month of December and the request for the refund is made in November.

1431

1432

1433 2. *Will the Company open up a window of opportunity to employees who did not select*
1434 *a Flex vacation week for 2003 to be able to do so?*

1435

1436 *Due to IRS constraints, we cannot offer another opportunity to purchase flex*
1437 *vacation for the year 2003.*

1438

1439 3. *With the changes to wages, will the payroll deduction for flex vacation pay back be*
1440 *reduced to reflect the new rates?*

1441

1442 *Yes, upon notification of ratification of the agreements, the Company will reduce the*
1443 *payroll-deducted rates to reflect the new reduced rates. Due to implementation*
1444 *issues, the rate change will be effective June 1, 2003, however, it is contingent on*
1445 *receiving the necessary information by next week. Note: Since the original rates*
1446 *used for payroll deductions were the rates as of July 2002, some employees may*
1447 *have experienced a pay increase which we do not nor ever have adjusted for.*
1448 *However, if the pay increase is greater than the reduced rate, the new payroll*
1449 *deducted rate will be based on the net salary increase.*

1450

1451 4. *If employees have already used their flex vacation for 2003, will the rates deducted*
1452 *from their paychecks be changed or left the same?*

1453

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Due to system constraints, the rates will be reduced for all employees.

If you should have any questions, please contact me at 817-967-1447.

(signed original on file)

ARTICLE 9 – PROBATIONARY PERIOD

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(a) New employees, regardless of classification, will be considered on probation for one hundred and eighty (180) calendar days from the date of hire, but an employee hired in mechanical classifications (including Facilities/Automotive Maintenance) will be required to qualify within his probationary period and will be subject to dismissal if he fails to qualify or demonstrate mechanical ability, in accordance with the Qualifications Administration Manual. The probationary period may be extended to cover any approved leave of absence granted during the probationary period.

(b) Failure of the Company to administer the test within the probationary period will absolve the employee of the test requirement. Additionally, it is understood by the parties that the Company can release a probationary employee at any time during the probationary period. An employee released during his probationary period will have no right of appeal to the Area Board of Adjustment.

(c) If any probationary employee is terminated during his probationary period and then reemployed within a period not exceeding his previous service, he will be credited with such prior service for purposes of Company, Occupational, and Classification seniority as well as for the purpose of completing his probationary period.

ARTICLE 10 – SENIORITY

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- (a) Company seniority will commence with the effective day of placement on the payroll and accrue in accordance with Company policy.
- (b) Classification (Pay) seniority will accrue in accordance with the terms of this Agreement.
- (c) All references in this Agreement to seniority will mean Occupational Group Title Seniority, also referred to as Occupational seniority, except where specific reference is made to Company or Classification seniority.
- (d) Occupational seniority will begin to accrue from the date of first assignment to a classification within any Title enumerated in Article 11 for a newly hired employee. An employee who changes his Title Group will have his Occupational and Classification seniority dates start on the Saturday prior to his report date to the new Title Group. If the employee reports on a Saturday, the Occupational and Classification seniority dates will start on that day.
- (e) If an employee is transferred from one station to another, his seniority will not be broken.
- (f) Occupational seniority will govern all employees in the case of promotion, demotion, transfer, retention in case of reduction in force, and reemployment after release due to reduction in force, provided that the employee's qualifications are sufficient for the conduct of the work in the classification to which he is to be assigned.
- (g) An employee, who accepts a regular position with the Company outside of the bargaining unit and holds seniority, will retain but not accrue his seniority for a period of one hundred and eighty (180) calendar days. No employee can exercise this option more than once in a two (2) year period. The two (2) year period will begin with the day the employee returns to the bargaining unit.
 - (1) Such an employee must continue to pay union dues and may return to his former classification and station, provided that he elects to return within one hundred and eighty (180) calendar days from the date he left the bargaining unit. In no event will the return of an employee directly result in the displacement of another employee in the classification to which he returns. If the employee is less senior than the most senior employee (in that classification, at that station) on layoff, he will be placed on layoff status.
 - (2) An employee who exceeds one hundred and eighty (180) calendar days in a regular position outside of the bargaining unit will forfeit all Occupational seniority.

1527 (h) An employee who accepts an acting assignment as a manager, supervisor,
1528 planner, or any special assignment outside the scope of the Agreement with the
1529 Company (MPR) will not exceed a period of three hundred and twenty (320) actual
1530 hours for all time worked in any calendar year in that assignment, either successive or
1531 cumulative. No two acting assignments of three hundred and twenty (320) hours can be
1532 made successively, i.e., within ninety (90) calendar days. The total number of hours
1533 worked, including overtime, will be included for the purposes of this section.

1534
1535 (1) Any extension will be made only by agreement between the Company and
1536 the Union.

1537
1538 (2) Time in a temporary or acting assignment in any calendar year will be
1539 counted toward the one hundred and eighty (180) calendar days retention period
1540 if a regular assignment is accepted in that calendar year. These applications will
1541 be subject to review by a panel composed of one AA and one TWU designated
1542 representative.

1543
1544 (3) An employee who exceeds three hundred and twenty (320) actual hours in
1545 any calendar year will forfeit all Occupational seniority.

1546
1547 (4) The Company will provide to the Local TWU President a monthly report of
1548 those employees receiving MPR, or who have received MPR since the last
1549 reporting period, which shall include accumulated hours.

1550
1551 (i) An employee, having Occupational seniority, who permanently transfers at his
1552 own request to a classification of work in another Title Group or under the Stock Clerk
1553 Agreement, the Technical Specialist Agreement, or the Fleet Service Agreement, will
1554 retain seniority in the classification and Title Group from which he transferred for a
1555 period of time not exceeding his service in the former Title Group. That retained
1556 seniority may be exercised only in the event of a reduction in force pursuant to the
1557 provisions of Article 15(b).

1558
1559 (j) When an employee, who is junior to another employee, is promoted over the
1560 other employee, the senior of the two employees will continue to retain his position on
1561 the seniority roster.

1562
1563 (k) In the event that two or more employees have the same Occupational seniority
1564 date, placement on the seniority list will be determined on the following tiebreakers:

1565
1566 (1) Earliest previous AA-TWU Occupational seniority date.

1567
1568 (2) Earliest Company seniority date.

1569
1570 (3) Oldest in chronological age.

ARTICLE 11 – CLASSIFICATIONS AND QUALIFICATIONS

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(a) Employees covered by this Agreement will be assigned to a classification within one of the following Occupational Title Groups:

- (1) Title I - Aviation Maintenance
- (2) Title II - Plant Maintenance
- (3) Title IV – Ground Service – Note: Title Group IV is now referenced in the Fleet Service Agreement.

(b) The classifications included in Title I – Aviation Maintenance will be as follows:

- (1) Inspector
- (2) Crew Chief – Aviation Maintenance Technician
- (3) Technical Crew Chief – Aviation Maintenance Technician
- (4) Aviation Maintenance Technician
- (5) Overhaul Support Mechanic
- (6) Crew Chief – Parts Washer
- (7) Parts Washer
- (8) Crew Chief – Aircraft Cleaner
- (9) Aircraft Cleaner

(c) The classifications included in Title II - Plant Maintenance will be as follows:

- (1) Crew Chief – Plant Maintenance Mechanic (Automotive/ Facilities)
- (2) Technical Crew Chief – Plant Maintenance Mechanic (Automotive/Facilities)
- (3) Plant Maintenance Mechanic(Automotive/Facilities)
- (4) Plant Maintenance Man (Automotive/Facilities)
- (5) Crew Chief Utility
- (6) Utility Man
- (7) Crew Chief – Cabin Cleaner
- (8) Cabin Cleaner
- (9) Crew Chief – Building Cleaner
- (10) Building Cleaner

(d) 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 will 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 to which classification any undescribed work and duties will be assigned, the appropriate classification will be determined by where the majority of the normally assigned work and duties lie in the established classification descriptions.

1617 (1) Since the work of handling fire extinguishing equipment, when an aircraft
1618 is in a station, has not been incorporated in any of the classification descriptions
1619 set forth in this Article and since employees in several classifications covered by
1620 this Agreement and the Fleet Service Agreement have been and are performing
1621 the above described work, it will remain unclassified work which may be
1622 performed by employees in all classifications covered by this Agreement and the
1623 Fleet Service Agreement in stations to which they are assigned.
1624

1625 (2) In the interest of cleanliness and safety, employees working in jobs in
1626 each of the classifications set forth in this Article will be required to perform, as
1627 they always have performed, those housekeeping functions incident to their job
1628 as to work area, tools, and equipment, unless instructed otherwise by their
1629 supervisor or manager.
1630

1631 (3) The Company or the Union may propose in writing to the other a specific
1632 change in any established classification description. The proposed change will
1633 be discussed by the parties and if agreed upon the classification description will
1634 be changed in accordance with the arrived at agreement. Any change that is
1635 agreed to will be expressed in the form of a written amendment to the
1636 Agreement.
1637

1638 (4) There may be times when, as a result of new work or a change in work
1639 process, the Company will reassign work and duties that have been performed
1640 under one classification to another classification, and so notify the Union, if the
1641 work and duties are consistent with the majority of the work and duties of the
1642 latter classification and not an action requiring a change in a classification
1643 description. If the Union considers otherwise, the Union may protest the action in
1644 writing, setting forth its reasons, and the matter will be discussed between the
1645 Company and the Union within thirty (30) calendar days from the date the written
1646 protest was received by the Company. If the protest is not resolved through the
1647 discussion, the Company may place such change in effect, and the Union may
1648 then appeal to the System Board of Adjustment in accordance with the provisions
1649 of Article 29(e).
1650

1651 (5) The parties recognize the right of the Company to assign an AMT in Line
1652 Maintenance Operations to multiple tasks and/or assignments during the course
1653 of his shift at his station within his work unit/area, i.e., Avionics, Hangar, and/or
1654 Terminal.
1655

1656 (e) Whenever and wherever qualifying tests are used to determine the competency
1657 of an employee for a promotion and/or transfer, these tests will be prepared by the
1658 Company. Written portions of qualifying tests will be of the multiple-choice type.
1659 Copies of qualifying tests and of any revised or any new qualifying tests will be
1660 furnished to the Union prior to their use. When the Union has objections to any portions
1661 of any revisions or of any new qualifying tests, the objections may be discussed by the
1662 Union with the Company upon sixty (60) calendar days' notice from the date the tests

1663 are received. If agreement concerning the objections cannot be reached, the tests may
1664 be placed in effect, and the Union may take up the disputed points as a grievance under
1665 Articles 31 and 32 of the Agreement.

1666
1667 (f) The Company will immediately furnish the International Union with twenty one
1668 (21) copies of its Qualifications Administration Manual. Further, the Company will
1669 immediately furnish the International Union with twenty one (21) copies of any additions,
1670 deletions or changes subsequently made.

1671
1672 (1) The International Union will have sixty (60) calendar days from the date of
1673 receipt of the manual and subsequent additions, deletions or changes which may
1674 be made, to notify the Company in writing of any objections as to the
1675 requirements and qualifications standards established in the manual.

1676
1677 (2) In the event of such objections, the Company will continue with the
1678 previously established requirements or qualifications standards in effect, and the
1679 Union may appeal its objection to the System Board of Adjustment in accordance
1680 with the provisions of Article 29.

1681
1682 (g) During the term of this Agreement, the Company will not continue for any period
1683 of more than two (2) months with fewer employees in the Crew Chief – Aviation
1684 Maintenance Technician classification than necessary to maintain a ratio of 1:11.5 (or
1685 less) Crew Chiefs to Aviation Maintenance Technicians. The ratio for Title Group II,
1686 Crew Chief – Plant Maintenance Mechanic (Automotive/ Facilities), will be 1:12.9. For
1687 purposes of calculating these ratios, “Crew Chiefs” will include employees in both the
1688 Crew Chief – Aviation Maintenance Technician classification and the Technical Crew
1689 Chief – Aviation Maintenance Technician classification for Title Group I and employees
1690 in both the Crew Chief – Plant Maintenance Mechanic (Automotive/ Facilities)
1691 classification and the Technical Crew Chief – Plant Maintenance Mechanic (Automotive/
1692 Facilities) classification for Title Group II.

1693
1694 (1) The ratios will apply throughout the United States and not to a group of
1695 employees at any particular location. The Company will provide the Union with a
1696 listing of the total number of employees in each of these classifications as of the
1697 15th day of each month.

1698
1699 (2) Should it become necessary to increase the number of employees in a
1700 Crew Chief classification to meet the requirements of the paragraph above, the
1701 additional Crew Chief jobs will be posted immediately. The Company will post the
1702 jobs for a station or stations as it deems necessary for the operation. The chart
1703 below shows the appropriate non-bid classification for each crew chief
1704 classification in this Agreement. However, the Company reserves the right to
1705 have any crew chief supervise employees in a lateral or lower non-bid
1706 classification than himself. The parties understand that these changes are not
1707 intended to alter in any way the historical relationship between management

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supervisors and TWU represented crew chiefs with respect to crew chief job functions or duties.

Crew Chief Classification	Appropriate Non-Bid Classification(s)
Crew Chief – Aviation Maintenance Technician, and Technical Crew Chief – Aviation Maintenance Technician	Aviation Maintenance Technician and Overhaul Support Mechanic
Crew Chief – Parts Washer	Parts Washer
Crew Chief – Aircraft Cleaner	Aircraft Cleaner
Crew Chief – Plant Maintenance (Automotive/Facilities) and Technical Crew Chief – Plant Maintenance Mechanic (Automotive/Facilities)	Mechanic Plant Maintenance (Automotive/Facilities) Mechanic (Automotive/Facilities) Plant Maintenance Man (Automotive/Facilities)
Crew Chief – Utility	Utility Man
Crew Chief Cleaner – Cabin/ Building	Building Cleaner Cabin Cleaner

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(h) Regardless of any provision in this Agreement, the Stores Agreement, or the Fleet Service Agreement, the Company may assign or schedule any employee to perform work of any classification under this Agreement, the Stores Agreement, or the Fleet Service Agreement. Provided, however, the Company will not assign Aviation Maintenance Technicians to do that work now performed by Building Cleaners.

(1) Any employee who performs two (2) or more hours of work during his daily tour of duty in a higher classification within his Occupational Title Group than the classification, in which he is regularly employed, will be compensated as outlined in Article 4 for the time so worked. Any employee who performs two (2) or more hours of work during his daily tour of duty in a higher classification in a different Occupational Title Group, the Stores Agreement, or the Fleet Service Agreement than the classification in which he is regularly employed, will be compensated as outlined in Article 4 for his entire tour of duty.

(2) An employee who worked in a classification having the same or a lower hourly rate than his own classification will continue to receive his base hourly rate.

1731 (i) Classification descriptions are a part of Article 11 and follow on the subsequent
1732 pages.

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CLASSIFICATION DESCRIPTION
Title I - Aviation Maintenance
INSPECTOR – AVIATION MAINTENANCE TECHNICIAN

- (a) The work of the Inspector – Aviation Maintenance Technician classification, depending upon assignment, includes any or all of the following:
- (1) Verify both the airworthiness of aircraft and their components and the quality of workmanship by individual Aviation Maintenance personnel. These responsibilities are fulfilled by methods such as scrutinizing a part, unit, assembly, section, system, or area critically and in detail with the help of inspection aids, by subjecting them to simulated operating conditions, by comparing their actual conditions with established standards, and by exercising judgment from personal experience.
 - (2) Any checks, inspections, and tests performed by an Inspector may be made after an aircraft and/or any component has been in service, when Aviation Maintenance personnel have performed or are performing service, overhaul, modification, or fabrication operations and have certified their own workmanship, or prior to the release of an aircraft and/or any component into service.
 - (3) Upon request from others, he will make a double-check inspection to assist in decisions on questionable or airworthiness items and to give technical assistance and/or interpretations.
 - (4) In the course of performing this work, does necessary mechanic operations; designate equipment, material, or parts for repair, re-work, replacement, or scrap; and may determine the type and manner of repair required.
 - (5) Works according to FAA and Company regulations and procedures and instructions from his supervisor.
 - (6) As may apply to work assignments, he uses tools, measuring instruments, inspection aids, test equipment, and signs mechanical flight releases. Completes forms connected with work assignments according to established procedures.
 - (7) Will communicate with other Company personnel, as required, in a manner designated by the Company.

CLASSIFICATION DESCRIPTION
All Title Groups and Classifications
CREW CHIEF

(a) The Crew Chief will be responsible to management for the overall performance on the job of the employees assigned to his crew, including the timely and satisfactory completion of work assignments, by insuring that:

- (1) Management instructions are promptly and correctly complied with.
- (2) Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
- (3) Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
- (4) Required forms, records, reports, and other paperwork are completed legibly and correctly.
- (5) Employees, assigned to his crew, use only those vehicles, tools, and equipment on which the Company has determined them to be qualified.
- (6) Assigned equipment is in proper operating condition, scheduled for maximum utilization, and operated properly for the purpose intended.
- (7) Hazardous conditions, unsafe practices, and improperly functioning equipment and tools are immediately brought to the attention of management.
- (8) The Crew Chief will be responsible to management for insuring compliance on the job with all Company policies, including those relating to personal conduct while on the job, by those employees assigned to him.

(b) In addition to the above, the Crew Chief will, upon request, assist management in areas such as, but not limited to:

- (1) Periodic evaluation of operational requirements and performance.
- (2) Operational planning and scheduling.
- (3) Evaluation of training methods and techniques.
- (4) Evaluation of equipment, vehicles, and tools.
- (5) Performance appraisal of employees by providing oral advice and comments.

1818
1819 (c) The Crew Chief will be qualified in the duties of his classification and will be
1820 capable of performing those duties. He will assist his group in the performance of their
1821 duties, provided that assistance does not interfere with the performance of his primary
1822 responsibilities as described above. While he is performing such duties, his primary
1823 responsibilities will not be assumed by others. However, the above provisions do not
1824 preclude management from directing individual employees under non-routine
1825 circumstances or in the absence of the Crew Chief from the immediate work area. The
1826 Crew Chief may be required to demonstrate proper work methods, conduct on-the-job
1827 or classroom training, conduct meetings or indoctrinate employees in new or revised
1828 operational procedures, and will communicate with other Company personnel as
1829 required in a manner designated by the Company.
1830
1831 (1) In those cases where management determines that the work to be
1832 performed requires a level of responsibility equivalent to that of a Crew Chief, an
1833 employee in the Crew Chief classification may be assigned to that function, even
1834 though he has no other employees assigned directly to him.
1835
1836 (2) A Crew Chief – Aviation Maintenance Technician, who holds the proper
1837 licenses, may sign mechanical flight releases and perform back checks on the
1838 work of Aviation Maintenance Technicians.
1839
1840 (3) Nothing in the above provisions is intended to amend or modify the
1841 provisions of Article 28(b) of the Maintenance Agreement.

1842 CLASSIFICATION DESCRIPTION

1843 Title I – Aviation Maintenance

1844 TECHNICAL CREW CHIEF – AVIATION MAINTENANCE TECHNICIAN

1845
1846 (a) The Technical Crew Chief will provide technical assistance, guidance, and
1847 training support to the Maintenance and Engineering Department. In those cases
1848 where management determines that the work to be performed requires a level of
1849 responsibility equivalent to that of a Technical Crew Chief, an employee in the
1850 classification may be assigned to that function even though he has no other employees
1851 assigned directly to him. As assigned and in addition to the Crew Chief classification
1852 description duties outlined in this Agreement, the Technical Crew Chief will:

- 1853
- 1854 (1) Receive assignments from management;
 - 1855
 - 1856 (2) Perform and provide technical assistance and guidance in trouble
1857 shooting to an employee or employees assigned to him in his shop or work unit;
 - 1858
 - 1859 (3) Assist the crew as necessary, to insure completion of the assignment;
 - 1860
 - 1861 (4) Assist in completing forms, delay reports, logbooks, work cards, F.M.R.
1862 and related paperwork;
 - 1863
 - 1864 (5) Perform instruction assignments relating to aircraft systems and related
1865 ground support in a classroom or on-the-job training (OJT);
 - 1866
 - 1867 (6) Maintain knowledge of and work with manuals, supply/parts catalogs,
1868 minimum equipment lists and general maintenance manuals;
 - 1869
 - 1870 (7) Technical Crew Chiefs must possess a valid Airframe and Powerplant
1871 License issued by the FAA or equivalent authority in stations outside the United
1872 States. Such employee must have worked for the Company as an Aviation
1873 Maintenance Technician Overhaul/Line for a minimum of one year. A Technical
1874 Crew Chief will not displace an Aviation Maintenance Technician or Crew Chief
1875 during the course of the performance of his duties.

1876
1877 (b) The applicant will demonstrate knowledge and practical skills ability in the
1878 following areas:

- 1879
- 1880 (1) Procedures and techniques in troubleshooting and repair of the aircraft
1881 types used by the Company and their power plants and components, utilizing the
1882 manufacturer's aircraft manuals.
 - 1883
 - 1884 (2) Proficiency in the use of manuals, supply catalogs, minimum equipment
1885 lists, general maintenance manuals and wiring diagrams.
- 1886

- 1887 (3) Proficiency in oral and written communications for instruction of
1888 employees, individually or in a group, using training procedures provided by the
1889 Company.
1890
- 1891 (4) Completion of Company records, such as delay reports, log book entries,
1892 field maintenance reports and associated forms in a comprehensible and
1893 proficient manner.
1894
- 1895 (5) A Selection Committee comprised of two (2) TWU represented employees
1896 and three (3) Company officials will select the most qualified employee based on
1897 the required skills for the position to be filled at a location. In the event of an
1898 equal evaluation by the Selection Committee of two (2) or more qualified
1899 applicants, seniority will prevail.
1900
- 1901 (c) Technical Crew Chief Classification applicants selected will be on a trial basis for
1902 no longer than six (6) months. In the event that an employee promoted to Technical
1903 Crew Chief cannot satisfactorily perform his duties, such employee will be demoted to
1904 the classification at the station from which the employee was promoted. A successful
1905 candidate for Technical Crew Chief shall not be eligible for self-demotion under the
1906 provisions of 12(n) during the first twelve (12) months of his assignment. A bid job
1907 vacancy created by the promotion of an employee to Technical Crew Chief may be
1908 posted and bid at the Company's option.
1909
- 1910 (d) Posting for the Technical Crew Chief job will be restricted locally to Mechanics,
1911 Crew Chiefs and Inspectors at the location where the vacancy occurs and the award will
1912 be determined by the Selection Panel outlined in (b) above. A vacancy created by the
1913 transfer, demotion of a Technical Crew Chief may be filled by the Company at its option.
1914
- 1915 (e) Technical Crew Chiefs will be placed in separate vacation, overtime, and field trip
1916 work units and will be eligible for overtime and field trips as Technical Crew Chiefs.
1917
- 1918 (f) Technical Crew Chief positions will be included in the system Crew Chief ratio as
1919 provided in Article 11(g). Provided however, it is understood by the Company and the
1920 Union that staffing under this Article will not be a requirement and will be consistent with
1921 the needs of the company.
1922
- 1923 (g) Any dispute arising out of the interpretation or application of this job description
1924 will be reviewed by a panel consisting of the International Vice President, Transport
1925 Workers Union, and the Vice President - Maintenance and Engineering, representing
1926 the Company, or their respective designees. The panel will issue a binding decision on
1927 such questions of interpretation or application.

CLASSIFICATION DESCRIPTION
Title I - Aviation Maintenance
AVIATION MAINTENANCE TECHNICIAN

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- (a) The work of the Aviation Maintenance Technician classification, depending upon assignment, includes any or all of the following:
- (1) Performing skilled work in those operations such as trouble shooting, individually or with a Crew Chief, management or professional direction, disassembly, checking and cleaning, repairing, replacing, testing, adjusting, assembling, installing, servicing, fabricating, taxiing or towing airplanes, and/or run-up engines, deicing aircraft, required to maintain the airworthiness of aircraft and all their components while in service or while undergoing overhaul and/or modification.
 - (2) Certifies for the quality of his own workmanship, including signing mechanical flight releases, except signs mechanical flight release for all work done on field work.
 - (3) In those positions where stock chasers are not maintained and/or available at the time, he may chase his own parts.
 - (4) May have other Aviation Maintenance Technician personnel assigned to assist him in completing an assignment.
 - (5) Works according to FAA and Company regulations and procedures and instructions from a Crew Chief or supervisor.
 - (6) Completes forms connected with work assignments according to established procedures.
 - (7) Will communicate with other Company personnel as required in a manner designated by the Company.
- (b) In addition to the above duties, performs the following duties as assigned: cleaning of aircraft windshields; connecting/removing ground power and ground start units; pushing out/towing of aircraft, and related guideman functions.

1965 CLASSIFICATION DESCRIPTION
1966 Title I – Aviation Maintenance
1967 OVERHAUL SUPPORT MECHANIC
1968

1969 (a) The work of the Overhaul Support Mechanic classification, depending upon
1970 assignment, includes any and all of the following on an individual or isolated work
1971 assignment basis:

1972
1973 (1) Performs work in operations such as, but not limited to: shot peening,
1974 disassembling, checking and cleaning, repairing, replacing, testing, adjusting,
1975 assembling, installing, servicing, and fabricating, required to maintain aircraft
1976 components.

1977
1978 (2) Performs work hardening, cleaning, or checking adherence of plating on
1979 aircraft parts and/or assemblies by operations such as shot-peening or blasting
1980 with grit, wheat, sand, shell, or similar materials, according to prescribed
1981 methods. May mix and store materials used and/or set up for use in shot-
1982 peening and/or cleaning equipment and to clean the work area.

1983
1984 (3) As may apply to the work assignment, uses equipment such as shot-
1985 peening machines, blasting equipment, hand tools, racks, and other holding
1986 devices. Uses protective equipment such as masks, respirators, gloves, and/or
1987 aprons.

1988
1989 (4) Certifies for the quality of his own workmanship.

1990
1991 (5) In those positions where stock chasers are not maintained and/or
1992 available at the time, he may chase his own parts.

1993
1994 (6) Works according to FAA and Company regulations and procedures and
1995 instructions from a Crew Chief or Supervisor.

1996
1997 (7) Completes forms connected with work assignments according to
1998 established procedures.

1999
2000 (8) Overhaul Support Mechanics will be excluded from Shops and areas
2001 requiring an A & P license or the skills necessary for an Aviation Maintenance
2002 Technician and areas that require a high skill premium as outlined in Article 4.

2003 CLASSIFICATION DESCRIPTION
2004 Title I - Aviation Maintenance
2005 PARTS WASHER
2006

2007 (a) The work of the Parts Washer classification, depending upon assignment,
2008 includes any and all of the following:
2009

2010 (1) Cleans airplane, engine, propeller, accessory parts, and/or assemblies by
2011 operations such as dipping, spraying, steaming, blasting, scrubbing, wiping,
2012 buffing, and polishing, according to the method required to remove dirt, grease,
2013 scale, paint, other foreign material, or to restore appearance.
2014

2015 (2) May mix and store solutions, clean and/or set up for use parts washing
2016 equipment, and clean the work area.
2017

2018 (3) As may apply to his work assignment, uses cleaning materials such as
2019 solvents, hot solutions, hot water, and steam. Uses equipment such as an
2020 electric tank agitator, automatic parts washing machine, spray equipment rinsing
2021 baskets, buckets, power and manual hoists, hot solution tanks, flexible shaft
2022 buffer, racks and other holding devices, steel and other brushes, steel wool, and
2023 rags. Uses protective equipment such as masks, respirator, gloves, and aprons.
2024

2025 (4) Works according to FAA and Company regulations and procedures and
2026 instructions from a Crew Chief or Supervisor.
2027

2028 (5) Completes forms connected with his work assignments according to
2029 established procedures.

2030 CLASSIFICATION DESCRIPTION
2031 Title I - Aviation Maintenance
2032 AIRCRAFT CLEANER
2033

2034 (a) The work of the Aircraft Cleaner classification, depending upon assignment,
2035 includes any or all of the following:
2036

2037 (1) Cleans the exterior of aircraft by operations such as cleaning the entire
2038 surface with cleaning compound(s), polishing the surface, checking it for worn or
2039 corroded areas and bringing those areas to the attention of his Crew Chief or
2040 supervisor, removing exhaust stains with special cleaning compounds, washing
2041 the interior belly and nacelle areas, spraying wheel wells and flap wells with
2042 cleaning compound(s), and deices aircraft. Uses a ladder or aero-stand or climbs
2043 out on the wings in order to reach the surface to clean.
2044

2045 (2) Cleans and polishes ground and automotive equipment. Cleans
2046 equipment used and the work area and reports the need for repairs to his Crew
2047 Chief or supervisor. May service the equipment used to keep it in good operating
2048 condition. May mix the cleaning compounds and solutions.
2049

2050 (3) As may apply to his work assignment, uses specialized cleaning solutions
2051 and materials; uses equipment such as ladders, aero-stands, spray guns, mops,
2052 brushes, and brooms. May use hand tools such as pliers, screwdrivers, and
2053 wrenches.
2054

2055 (4) Works according to FAA and Company regulations and procedures and
2056 instructions from a Crew Chief or Supervisor.
2057

2058 (5) Completes forms connected with his work assignments according to
2059 established procedures.
2060

2061 (b) In addition to the above duties, performs the following duties as assigned:
2062 pushing out/towing of aircraft and related guideman functions; connecting/removing
2063 ground power and ground start units; and the cleaning of aircraft windshields.

2064 CLASSIFICATION DESCRIPTION

2065 Title II – Plant Maintenance

2066 TECHNICAL CREW CHIEF – PLANT MAINTENANCE MECHANIC

2067
2068 (a) Title II Technical Crew Chief classification will perform technical assistance,
2069 guidance, and training support to the Title II work group. In those cases where
2070 management determines that the work to be performed requires a level of responsibility
2071 equivalent to that of a Technical Crew Chief, an employee in the classification will be
2072 assigned to that function even though he has no other employees assigned directly to
2073 him. As assigned, and in addition to, the Crew Chief classification description duties
2074 outlined in the Labor Agreement, the Technical Crew Chief will:

2075
2076 (1) Receive assignments from management or requests for technical support
2077 from other Crew Chiefs.

2078
2079 (2) Perform and provide guidance and assistance in the trouble shooting,
2080 maintenance and repair of all Facilities equipment, as well as technical
2081 assistance to the employee or employees assigned.

2082
2083 (3) Assist management in the completion of forms, delay report, work records
2084 and related paperwork.

2085
2086 (4) Provide instruction, either classroom or on the job.

2087
2088 (5) Maintain knowledge of and use of manuals, supply/parts catalogs,
2089 SABRE, and modifications to any system used by the employee.

2090
2091 (6) Will assist the crew as necessary to ensure the completion of the
2092 assignment.

2093
2094 (b) An applicant to be considered qualified for the position of Technical Crew Chief –
2095 Plant Maintenance Mechanic (Automotive/Facilities) must possess the skills and
2096 qualifications necessary for the Plant Maintenance Mechanic (Automotive/Facilities)
2097 position and successfully complete or have completed the applicable trade test
2098 contained in the QAM. An applicant for Technical Crew Chief – Plant Maintenance
2099 Mechanic (Automotive/Facilities) will demonstrate his ability and knowledge in the
2100 following areas:

2101
2102 (1) Demonstrate procedures and technique in troubleshooting and repair of all
2103 Facilities, including, but not limited to, utilizing available manufacturer’s manuals.

2104
2105 (2) Demonstrate proficiency in the use of manuals, supply catalogs and wiring
2106 diagrams.

2107
2108 (3) Demonstrate proficiency in communicating instructions, either individually
2109 or to a group, based on training procedures provided by the Company.

- 2110
2111 (c) Applicants selected will be on a trial basis for no longer than one hundred eighty
2112 (180) days. In the event of a Technical Crew Chief – Plant Maintenance Mechanic
2113 (Automotive/Facilities)'s inability to perform his duties, he may be demoted to the
2114 classification he originally held in Plant Maintenance. A successful candidate for this
2115 position will not be eligible for self-demotion under the provisions of 12(n) during the first
2116 twelve (12) months of his assignment.
2117
- 2118 (d) Posting for the job will be restricted locally to Mechanics and Crew Chiefs in
2119 Plant Maintenance. Selection of the successful bidder will be based on the most
2120 qualified applicant, to be determined by a Selection Panel, comprised of Management
2121 and Union members. In the event of an equal evaluation by the Selection Committee of
2122 two (2) or more qualified applicants, seniority will prevail.
2123
- 2124 (e) Any dispute arising out of the interpretation or application of this job description
2125 will be reviewed by a panel consisting of the International Vice President, Transport
2126 Workers Union, and the Vice President – Maintenance and Engineering, representing
2127 the Company, or their respective designees. The panel will issue a binding decision on
2128 such questions of interpretation or application.

2129 CLASSIFICATION DESCRIPTION

2130 Title II - Plant Maintenance

2131 PLANT MAINTENANCE MECHANIC (AUTOMOTIVE/FACILITIES)

2132
2133 (a) The work of the Plant Maintenance Mechanic classification, depending upon
2134 assignment, includes, in addition to the work specified for the Plant Maintenance Man
2135 classification, any or all of the following:

2136
2137 (1) Lay-out, planning, and execution of complex maintenance assignments
2138 requiring the skills of one or more of the maintenance trades, such as electrician,
2139 plumber, steamfitter, carpenter, painter, auto mechanic, millwright, heating and
2140 air-conditioning engineer, or other similar skilled journeyman trades.

2141
2142 (2) Those duties will include, among others, the necessary sequence of
2143 operations to troubleshoot, disassemble, clean, check, repair, rework, replace,
2144 fabricate, assemble, install and adjust any building component, plant equipment,
2145 automotive and ground equipment, machinery, accessories, parts, etc., and
2146 explaining the work procedures to personnel assigned to assist in that work.

2147
2148 (3) Works according to Company regulations and procedures and instruction
2149 from Crew Chief or supervisor.

2150
2151 (4) Completes forms connected with his work assignments according to
2152 established procedures.

2153
2154 (5) Will communicate with other Company personnel as required in a manner
2155 designated by the Company.

2156
2157 (b) In addition to the above duties, he performs the following duties as assigned: de-
2158 icing of aircraft; cleaning of aircraft windshields; pushing out/towing of aircraft and
2159 related guideman functions; connecting/removing ground power and ground start units.

2160 CLASSIFICATION DESCRIPTION

2161 Title II - Plant Maintenance

2162 PLANT MAINTENANCE MAN (AUTOMOTIVE/FACILITIES)

2163

2164 (a) The work of the Plant Maintenance Man, depending upon assignment, includes
2165 any or all of the following:

2166

2167 (1) Will perform work of a semi-skilled to skilled nature as a helper or
2168 assistant to an Automotive Mechanic or Facility Maintenance Mechanic. May
2169 perform work on an individual or isolated work assignment that is semi-skilled to
2170 moderately complex.

2171

2172 (a) Lubrication

2173 (b) Cleaning

2174 (c) Periodic checking

2175 (d) Simple servicing/repairing of plant and ground facilities

2176 (e) Simple servicing/ repairing of automotive equipment

2177 (f) Installing and checking of fire extinguishing equipment

2178

2179 (2) Works according to Company regulations and procedures and instructions
2180 from Crew Chief or supervisor. May assist in storage, removal, and clean-up of
2181 hazardous waste. Completes forms connected with work assignments according
2182 to established procedures.

2183 CLASSIFICATION DESCRIPTION
2184 Title II - Plant Maintenance
2185 UTILITY MAN
2186

2187 (a) The work of the Utility Man Plant Maintenance Classification, depending on
2188 assignment, includes and in addition to the work specified Building Cleaner
2189 Classification, any or all of the following:

2190
2191 (1) Operate mechanized cleaning and floor surfacing machines or equipment:
2192 loading, unloading, dumping and racking operations to pick up haul, and dispose
2193 of refuse drums of used oil, empty barrels, etc.

2194
2195 (2) Moving and transferring furniture, fixtures, office and plant equipment, and
2196 materials.

2197
2198 (3) Maintaining grounds and cultivated areas; excavating with hand or
2199 pneumatic tools, etc.; any related unskilled or handyman work.

2200
2201 (4) Works according to Company regulations and procedures and instructions
2202 from Crew Chiefs or supervisors as may apply to work assignment, uses
2203 equipment such as tow tractors, scrubbers, floor conditioning machines trucks,
2204 etc.

2205
2206 (5) Completes forms connected with work according to established
2207 procedures.

2208 CLASSIFICATION DESCRIPTION
2209 Title II - Plant Maintenance
2210 BUILDING CLEANER
2211

2212 (a) The work of the Building Cleaner classification, depending upon assignment,
2213 includes any or all of the following:
2214

2215 (1) Manually cleaning buildings, hangars, shops, offices, ramps, lavatories,
2216 locker rooms, and access areas to such properties, including floors, windows,
2217 fixtures, walls, corridors, walks, etc., by such operations as sweeping, mopping,
2218 dusting, collecting and disposing of trash, rubbish and waste.
2219

2220 (2) May mow grass areas using "home" type equipment, remove snow from
2221 sidewalks and access areas, and perform related incidental unskilled tasks,
2222 including moving furniture and equipment.
2223

2224 (3) Works according to Company regulations and procedures and instructions
2225 from Crew Chief or supervisor.
2226

2227 (4) As may apply to work assignments, uses cleaning fluids and materials,
2228 such as washing solutions, oil-zorb, soap, waxes, etc., and equipment, such as
2229 mops, scrub brushes, brooms, scrapers, squeegees, wringer pails and vacuum
2230 cleaners.
2231

2232 (5) Completes forms connected with work assignments according to
2233 established procedures.

CLASSIFICATION DESCRIPTION
Title II – Plant Maintenance
CABIN CLEANER

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(a) The work of the Cabin Cleaner classification, depending upon assignment, includes any or all of the following: performs those functions required for the provisioning and cleaning associated with dedicated overnight (e.g. - Level 1 and fleet work) and International cabin cleaning (e.g. - BXT bill of work).

2242 (j) The attachments on the following pages are agreed to by the parties and are
2243 incorporated as part of the Agreement.

2244 ATTACHMENT 11.1 – ASSIGNMENT OF INSPECTORS AT JFK

2245

2246 From: C.A. Pasciuto

2247 To: James F. Horst

2248 Re: Assignment of Inspectors at JFK

2249

2250 May 11, 1971

2251

2252 During the discussions leading to the signing of this Agreement, the Company assured

2253 the Union that at the John F. Kennedy Line Maintenance Station, while designated to

2254 perform field base checks, back checking required to be performed in the hangar will be

2255 performed by Inspectors assigned at that location.

2256

2257 On the day and afternoon shifts where there is less than full time Inspector work,

2258 including back checking to be performed, the Inspector may be required to perform

2259 maintenance duties within the types of work for which he is qualified. However, he shall

2260 not work on the same job assignment in the capacity of both Mechanic and Inspector.

2261

2262 It is not the intent of this letter to change the duties of Inspectors on FBC shifts. Should

2263 the FBC shifts be changed, this letter may be amended accordingly.

2264

2265 (Signed original on file)

2266 ATTACHMENT 11.2 – BOS SOUTH TERMINAL CLEANING AND MAINTENANCE
2267

2268 From: Charles A. Pasciuto

2269 To: Ernest M. Mitchell

2270 Re: BOS South Terminal Cleaning and Maintenance

2271

2272 February 18, 1978

2273

2274 This will confirm our agreement that the facilities cleaning and facilities maintenance
2275 work at Boston South Terminal will be accomplished by Title II employees as follows:

2276

2277 1. Ramp sweeping.

2278

2279 2. In American Airlines' exclusive employees areas, facilities cleaning and facilities
2280 maintenance.

2281

2282 3. In American Airlines' exclusive passenger areas the day-to-day routine facilities
2283 maintenance.

2284

2285 4. 1. through 3. above in accordance with Article 1(e).

2286

2287 5. The Company will pay all grievants in cases M-567-76 and M-271, 272-77.

2288

2289 6. This provision will become effective no later than ninety (90) days after
2290 ratification of the Agreement.

2291

2292 (Signed original on file)

2293 ATTACHMENT 11.3 – TECHNICAL CREW CHIEF SELECTION

2294

2295 From: S.L. Crosser

2296 To: E. Wilson

2297 Re: Technical Crew Chief Selection

2298

2299 May 5, 1989

2300

2301 During the discussions leading to the Agreement signed May 5, 1989, the issue of
2302 Technical Crew Chief selection was discussed. As we have previously agreed, selection
2303 will be outlined in the Letter of Agreement and further defined to reflect the following:

2304

2305 The top three (if three available) most qualified candidates as determined by the
2306 Selection Committee will become the finalists. The most senior of these three will be
2307 appointed to the Technical Crew Chief vacancy.

2308

2309 (Signed original on file)

2310 ATTACHMENT 11.4 – TECHNICAL CREW CHIEF UTILIZATION

2311

2312 From: S.L. Crosser

2313 To: Edward R. Koziatek

2314 Re: Technical Crew Chief Utilization

2315

2316 August 2, 1991

2317

2318 The recent expansion of the Company's reliance upon Technical Crew Chiefs in work
2319 groups other than Title I, have prompted questions regarding the intended utilization of
2320 these employees. In light of these questions, we discussed the intended applications of
2321 Technical Crew Chiefs, in an attempt to clarify their roles. This letter is to confirm our
2322 recent discussions on this matter.

2323

2324 As we agreed, the Technical Crew Chief function was intended to provide training,
2325 guidance and technical support for the various departments. Although the job duties and
2326 responsibilities of a Technical Crew Chief are an extension of the duties and
2327 responsibilities identified in the Crew Chief classification description of the agreement, it
2328 was not intended that the Technical Crew Chief be used in place of acting or temporary
2329 Crew Chiefs. Recognizing that from time to time in the absence of the regular Crew
2330 Chief, Technical Crew Chiefs may be called upon to perform the duties of the regular
2331 Crew Chief, we agreed that it was not intended to occur on a regular basis such as
2332 vacation relief, sick coverage, etc..

2333

2334 Should any further questions arise regarding the Technical Crew Chief function, we
2335 have agreed to attempt to resolve them through continued discussions.

2336

2337 Please contact me should you have any additional questions.

2338

2339 (Signed original on file)

2340 ATTACHMENT 11.5 – SHOP REPAIRPERSON

2341

2342 From: Jane G. Allen

2343 To: Edward R. Koziatek

2344 Re: Shop Repairperson

2345

2346 August 15, 1995

2347

2348 This will confirm our understandings during negotiations concerning the Shop
2349 Repairperson.

2350

2351 We have agreed that Shop Repairpersons will not be utilized in areas requiring an A&P
2352 license, or shops and areas that receive a high skill premium as outlined in Article 4.

2353 This language would prevent the use of Shop Repairpersons in the area known as
2354 “aircraft docks or lines” (excludes aircraft painters) and shops or areas requiring an A&P

2355 license. Shop Repairpersons will not be utilized for overtime in any areas in which they
2356 cannot be staffed, nor will they be “labor loaned” to areas in which they cannot be

2357 staffed.

2358

2359 (Signed original on file)

2360 ATTACHMENT 11.6 – SHOP REPAIRPERSON PERCENTAGE

2361

2362 From: Jane G. Allen

2363 To: Edward R. Koziatek

2364 Re: Shop Repairperson Percentage

2365

2366 August 15, 1995

2367

2368 This will confirm our understanding reached during negotiations regarding the number
2369 of Shop Repairpersons that may exist at the TUL/AFW bases.

2370

2371 We have agreed that Shop Repairpersons shall be utilized in areas that do not require
2372 the license and high skill of an A&P Mechanic. Further, we have agreed that in no event
2373 will the number of Shop Repairpersons at either TUL or AFW exceed 25% of the total
2374 population of Title I employees at each base. We have further agreed that this
2375 percentage figure cannot be changed for the duration of this agreement, and for a
2376 minimum of additional four (4) years.

2377

2378 (Signed original on file)

2379 ATTACHMENT 11.7 – NEW CLASSIFICATION OF PLANT MAINTENANCE MAN
2380 DUTIES

2381
2382 From: Jane G. Allen
2383 To: Edward R. Koziatek
2384 Re: New Classification of Plant Maintenance Man Duties

2385
2386 August 15, 1995

2387
2388 This will confirm our discussions and understandings reached during the negotiations
2389 leading to the agreement effective August 15, 1995. We agreed to institute a new
2390 classification of employee titled "Plant Maintenance Man" into the agreement covering
2391 mechanics and related employees. This classification of employee will be assigned to
2392 Title II and perform the less than journeyman jobs in facilities and automotive
2393 maintenance.

2394
2395 The following list of work functions as outlined below is not intended to be all inclusive
2396 or exclusive of the work of this new classification, but is intended to reflect the parties'
2397 general concept of the scope of this classification's duties when performing individually
2398 or alone. The parties do not envision this classification of employee to get into the repair
2399 and/or overhaul of baggage systems, jet bridges, state of the art automotive equipment,
2400 building construction, engine overhauls, welding, automotive spray painting etc.
2401 However, when this classification is assisting a journeyman mechanic, they can perform
2402 any function of the trade with the journeyman's oversight.

2403
2404 Time and experience will dictate the need to further refine this conceptual list and the
2405 parties have agreed to promptly meet if such need should arise and review the
2406 parameters of the scope of the new classification.

2407
2408 GENERAL DUTIES

2409
2410 Shop Functions:

- 2411
2412 - Pick-up and delivery of equipment
2413 - Tire build-up and repairs
2414 - Battery servicing and replacements
2415 - Towing equipment
2416 - Parts chasing
2417 - Shop Work (changing of lubricant barrels, shop cleaning, etc.)

2418
2419 Equipment Functions:

- 2420
2421 - Non-powered
2422 - Wash equipment
2423 - Lubricate equipment
2424 - Transport and operational check of equipment taken for licensing/registration

- 2425 (PONYA, EPA, DOT and State requirements)
- 2426 - Fluids and filter changes
- 2427 - Spark plug, wire & PCV changes
- 2428 - Minor electrical component replacement; e.g., light bulbs, reflectors, etc.
- 2429 - Minor engine component replacement; e.g., expendable stock items
- 2430 - Pintle hook replacement except for those that are welded.
- 2431 - Seat repairs and replacements
- 2432
- 2433 Preventive Maintenance Checks/Inspections (auto and facilities)
- 2434
- 2435 - Those PM checks/inspections not requiring disassembly, troubleshooting or
- 2436 repair
- 2437
- 2438 Facilities Maintenance:
- 2439
- 2440 - Light bulb replacement (relamping)/fixture cleaning
- 2441 - Minor basic plumbing repairs (leaks, etc.) (restrooms)
- 2442 - Masonry repair work (concrete block, etc.)
- 2443 - Minor/semi-skilled carpentry and repair work (crating, drywall)
- 2444 - Painting - facilities and ramp-brushes, rollers and walk behind paint striping
- 2445 - Filter changes (Hvac)
- 2446 - Fencing Repairs (gates, blast fences)
- 2447 - Ceiling/flooring tile repairs
- 2448 - PCA host/cart repairs and replacement
- 2449 - Minor non-powered repairs - wheelchairs, dollies, bicycles etc.
- 2450 - Furniture repairs
- 2451 - Fire bottle inspection/repair/servicing
- 2452 - Battery operated lighting and components service/maintenance
- 2453 - Tire build up and repair
- 2454 - Lubrication and fluid checks
- 2455 - Assist in clean-up, storage, and removal of hazardous waste
- 2456 - Ramp escort
- 2457
- 2458
- 2459 (Signed Original on File)

2460 ATTACHMENT 11.8 – HAZARDOUS WASTE FUNCTION TASKS

2461

2462 From: J.G. Zink

2463 To: Marion Finley

2464 Re: Hazardous Waste Function Tasks

2465

2466 June 3, 1996 (as revised for references April 15, 2003)

2467

2468 During the negotiations which led to the agreement dated August 15, 1995, we agreed
2469 to reinstate the Plant Maintenance Man classification along with job description
2470 language which is considerably more restrictive than that which previously existed for
2471 this classification before the name was changed to Apprentice Mechanic. Additionally,
2472 language was added in Appendix A, (g) 5.0, which provided that those employees in the
2473 classification of Plant Maintenance Man who are regularly assigned to the hazardous
2474 waste function will receive a skill premium of one dollar and seventy cents (\$1.70) per
2475 hour.

2476

2477 In addition to the special training and certification that these employees must possess,
2478 the primary tasks will include, but are not limited to the following, which will more clearly
2479 define the "Hazardous Waste Function" language referenced in Article 4(f):

2480

2481 1. Chemical tank change out, cleaning and sampling. This includes acid, caustic,
2482 vapor degreasers, and chlorinated solvent tanks.

2483

2484 2. Assistant to the mechanic in the operation of the Industrial Waste Treatment
2485 Plant. This includes processing of waste sludge, chemical handling/dispensing/testing
2486 for operation of the Plant and other related activities.

2487

2488 3. Preparation of hazardous waste for shipment off-base. This includes proper
2489 storage, packaging, identification, tracking and manifest documents at the Industrial
2490 Waste Treatment Plant

2491

2492 4. Triple rinsing of empty drums, cans, etc. prior to their disposal.

2493

2494 5. Certified Spill Response Team member. These employees receive a 40 hour
2495 training course covering proper procedures for responding to, cleaning up and disposing
2496 of hazardous spills.

2497

2498 In addition to these hazardous waste function tasks, employees assigned to the
2499 hazardous waste function may also be expected to perform any other duties as defined
2500 by the Plant Maintenance Man classification description in Article 4 and the
2501 memorandum entitled "New Classification of Plant Maintenance Man Duties" attached
2502 to Article 11 of the AA/TWU Agreement.

2503

2504 The remaining semi-skilled type work (which has not been described as part of the
2505 hazardous waste function) will be assigned to Plant Maintenance Man employees. If a

2506 non-skill premium Plant Maintenance Man is temporarily assigned to the hazardous
2507 waste function, he will receive the one dollar and seventy cents (\$1.70) per hour skill
2508 premium for all time he works in this capacity.

2509

2510 (Signed original on file)

2511 ATTACHMENT 11.9 – PLANT MAINTENANCE MAN CLARIFICATION

2512

2513 From: Mark L. Burdette

2514 To: John Orlando

2515 Re: Plant Maintenance Man Clarification

2516

2517 July 16, 1996

2518

2519 During the course of negotiations the parties agreed to implement the “Plant
2520 Maintenance Man” classification into the Maintenance and Related Agreement and also
2521 agreed to meet to resolve any disputes involving the scope of this new classification.
2522

2523

2524 Two Facilities Maintenance issues have been raised in ORD. One issue deals with “the
2525 inspection of fire bottles” and the other issue “the clearing of bag jams.”

2526

2527 It is hereby agreed that the proper interpretation of this provision is that the Plant
2528 Maintenance Man can perform the semi-skilled work of Fire Bottle inspection; servicing
2529 and repair including the preventative maintenance (PM) check of the fire bottles. In
2530 those states requiring “certification” to perform the Fire Bottle inspection, it will continue
2531 to be accomplished by the Plant Maintenance Mechanic holding the state certificate
2532 unless a Plant Maintenance Man holds the required certificate.

2533

2534 With regard to the clearing of “bag jams”, it is agreed that while this may appear to be
2535 semi-skilled work, the intent of the parties was that Plant Maintenance Mechanics would
2536 continue to clear jams on those enclosed systems where Mechanics currently perform
2537 this function because the jam may be a mechanical failure which requires the expertise
2538 of a qualified mechanic.

2538

2539 (Signed original on file)

2540 ATTACHMENT 11.10 – ELIMINATION OF JUNIOR MECHANIC CLASSIFICATION

2541

2542 From: Jeff Brundage

2543 To: James C. Little

2544 Re: Elimination of Junior Mechanic Classification

2545

2546 March 1, 2001

2547

2548 This will confirm our understanding reached during negotiations regarding the
2549 elimination of the Junior Mechanic Classification.

2550

2551 The requirements as outlined in the QAM for Aviation Maintenance Technician - Welder,
2552 Aviation Maintenance Technician - Machinist, Aviation Maintenance Technician - Bench
2553 Avionics, Aviation Maintenance Technician - Composite, and Aviation Maintenance
2554 Technician - Plater currently reflect the requirements to be eligible to become a Junior
2555 Aviation Maintenance Technician in those skills.

2556

2557 With the elimination of the Jr. Classifications in those skills those current requirements
2558 will remain in effect but those requirements will now become the future criteria for
2559 qualifications to become a full AMT in those Skills.

2560

2561 The requirements for the Aviation Maintenance Technician will remain, with the
2562 exception of the experience requirements as outlined in the QAM.

2563

2564 Future revisions to the QAM will reflect this understanding.

2565

2566 (Signed original on file)

2567 ATTACHMENT 11.11 – APPRENTICE MECHANIC PROGRAM – FACILITY AND
2568 AUTOMOTIVE MAINTENANCE

2569

2570 From: James B. Weel

2571 To: James C. Little

2572 Re: Apprentice Mechanic Program – Facility and Automotive Maintenance

2573

2574 March 1, 2001

2575

2576 During the recent negotiations, the TWU had proposed as part of Article 11 –
2577 Classifications and Qualifications a new classification of Apprentice Mechanic – Facility
2578 and Automotive Maintenance. Due to the time constraints of the negotiations to fully
2579 explore the proposal, the Company is willing to form a committee consisting of
2580 participants from management and the TWU to review and explore a comprehensive
2581 program and make a recommendation to the Executive Vice President of Customer
2582 Service and the Sr. Vice President of Maintenance and Engineering.

2583

2584 If the above reflects your understanding, please sign below.

2585

2586 (Signed original on file)

2587 ATTACHMENT 11.12 – OVERHAUL SUPPORT MECHANIC ADVANCEMENT
2588

2589 From: Jeff Brundage
2590 To: James C. Little
2591 Re: Overhaul Support Mechanic Advancement
2592

2593 March 1, 2001
2594

2595 This will confirm our understanding reached during negotiations regarding the Overhaul
2596 Support Mechanics (OSMs) ability to advance into the higher classifications, i.e.,
2597 Aviation Maintenance Technicians (AMT) at the TUL/AFW bases.
2598

2599 As you know as part of the 2001-2004 collective bargaining agreement between the
2600 parties we have eliminated the Junior Mechanic program. Based on this, questions
2601 have arisen as to how Overhaul Support Mechanics (OSMs) who secure licenses can
2602 meet the experience qualifications (if any) for becoming Aircraft Maintenance
2603 Technicians. In order to assure that Overhaul Support Mechanics (OSMs) have full
2604 opportunity for promotion to the Aviation Maintenance Technician (AMT) classification,
2605 the Company will waive any experience qualifications required to become an Aviation
2606 Maintenance Technician for an Overhaul Support Mechanic, who secures an Airframe
2607 and/or Power Plant licenses. This waiver of experience is not applicable to work in
2608 Types 1 through 7. The provisions of filling AMT vacancies will be in accordance with
2609 Article 12 and/or the AFW/TUL transfer memorandum.
2610

2611 This provision will not waive the testing or licensing requirements, which must be met to
2612 become an Aviation Maintenance Technician.
2613

2614 In addition, the parties agree to form a Committee (or utilize any existing group such as
2615 the Aviation Safety Action Partnership (ASAP) Event Review Team) to assist Overhaul
2616 Support Mechanics in securing Federal Aviation Administration (FAA) recognition of
2617 their experience for purposes of being allowed to test for their Airframe and Powerplant
2618 licenses.
2619

2620 (Signed original on file)

2621 ATTACHMENT 11.13 – BASE SUPPORT SHOPS

2622

2623 Re: Base Support Shops

2624

2625 During the course of negotiations, the parties agreed to the following changes in
 2626 reference to support shops at the overhaul bases that utilize or can utilize the Overhaul
 2627 Shop Mechanic classification. The remaining shops will remain status quo. If new
 2628 work, technology, or a change in the type of work being performed, the Local Union and
 2629 the Company will evaluate the work and determine the appropriate classification to be
 2630 assigned.
 2631

<u>TULSA</u>		
2217	Engine Liner	Move the work to the CRC to be done by AMT's.
2274	N/B Door	Convert the work performed by OSM's to be performed by AMT's.
2361	W/B Thrust Reverser	Convert the work performed by OSM's to be performed by AMT's.
2421	Rotor	Convert the work performed by OSM's to be performed by AMT's.
2447	N/B Thrust Reverser	Convert the work performed by OSM's to be performed by AMT's.
2581D	Landing Gear	Convert the work performed by OSM's to be performed by AMT's.
2722	W/B Door and Structure	Move the duct and nozzle work to a separate OSM shop. Convert the remaining work performed by OSM's to performed by AMT's.
2729	Manufacturing	Convert the work performed by OSM's to be performed by AMT's.
2811	Fuel Control	Convert the work performed by OSM's to be performed by AMT's.
2814	Miscellaneous Valve	Convert the work performed by OSM's to be performed by AMT's.
2816	Compressor	Convert the work performed by OSM's to be performed by AMT's.
2817	Hydraulics	Convert the work performed by OSM's to be performed by AMT's.
2818	CSD/Gear	Convert the work performed by OSM's to be performed by AMT's.
2821	Electrical Accessory	Convert the work performed by OSM's to be performed by AMT's.

2632

<u>AFW</u>		
3715	Seat Shop	The work of fifteen (15) OSM's that perform the more

		complicated work on the B767/777 First Class seats will be performed by AMT's.
--	--	--

2633 Attachment 11.14
2634
2635 From: James C. Weel
2636 To: James B. Little
2637 Re: Contracting Out RON / ULTRACLEAN Aircraft Cabin Cleaning

2638
2639 March 31, 2003
2640

2641 This will confirm our understanding reached during the negotiations leading up to the
2642 agreement signed on (**DOS**), 2003. During these negotiations, we discussed the
2643 Company's interest to contract out certain work currently performed by TWU
2644 represented employees in order to provide structural savings.
2645

2646 In these discussions RON and Ultraclean were two areas currently performed by TWU
2647 represented employees that we have agreed will be outsourced. We have also agreed
2648 that the initial implementation of this provision will occur within sixty (60) calendar days
2649 from date of ratification. Outsourcing of this work that is not accomplished within the
2650 sixty (60) calendar days mentioned above will not require an offset of the savings by the
2651 TWU.
2652

2653 The work identified in this understanding is that work assigned a Level 1 Bill of Work on
2654 overnight aircraft or designated an "Ultraclean". This work includes cleaning, stocking,
2655 shampooing of rugs, and conducting the required security checks.
2656

2657 (Signed original on file)

ARTICLE 12 – PROMOTIONS AND JOBS TO BE POSTED

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(a) A promotion to a classification, which is subject to bidding will be made by the appointment of the most senior qualified employees who bid for the vacancy. Qualifications for promotion will be established by the Company and may include such reasonable measurable standards as are beneficial to the efficiency of the Company's operations and to the employees. Additionally, a successful candidate must demonstrate his ability to speak, read and write English fluently. To be considered eligible for promotion to a Crew Chief or Technical Crew Chief vacancy in San Juan, Puerto Rico, candidate must demonstrate his ability to speak fluently both English and Spanish.

(b) After the provisions of Article 46 (One Station Agreement) have been exhausted, subsequent vacancies in the following classifications will be subject to bidding: Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician (Local station only), Crew Chief – Aircraft Cleaner, Crew Chief – Parts Washer, Crew Chief – Plant Maintenance Mechanic (Automotive/Facility), Technical Crew Chief – Plant Maintenance Mechanic (Automotive/Facility), Crew Chief – Utility Man, Crew Chief – Cabin Cleaner and Crew Chief – Building Cleaner. Notices of such vacancies will be posted on all bulletin boards in all shops and work units at stations within the United States where employees are employed.

(1) The notice of vacancy will state whether the vacancies or jobs are expected to be temporary, the number of jobs to be filled, the station or location, the compensation at which the job is rated, and will specify a deadline date for bids. Such date will not be less than ten (10) days after the date of such posting.

(2) Bids will be submitted by certified or registered United States mail, return receipt requested, or by United Parcel Service or equivalent, confirmation of delivery requested, and bids postmarked after such deadline date will not be considered.

(3) Selection criteria for the position of Technical Crew Chief will be awarded in accordance with Article 11.

(c) An employee bidding for more than one vacancy will indicate the order of his preference on each bid, and if he is the senior bidder for more than one vacancy he will have the opportunity to qualify only for the vacancy ranked highest in his preference.

(d) After an employee has been chosen to fill and has accepted the posted job, his pay rate for the bid position will begin the day after the bid closes, if the employee's new bid is within his station. If the employee's new bid position is out of his station, the pay rate for the bid position will begin on the day he reports to the new station. The Company will, within ten (10) days, mail to each station a notice to be posted on the bulletin board at the station showing the name and seniority date of the employee selected to fill the job.

2704
2705 (e) If an employee whose application for a posted job is accepted, is stationed at the
2706 time of his application in some station other than the station where the posted job is to
2707 be filled, the Company will furnish space-available transportation for the employee
2708 affected and for the members of his immediate family, to the extent permitted by law,
2709 from the point from which he is transferring to the point to which he is transferring.
2710 Other expenses incident to such transfer will be borne by the employee.

2711
2712 (f) An employee who is promoted or who has successfully bid for a posted job will
2713 not be held on a trial basis on his new assignment for a period longer than one hundred
2714 eighty (180) calendar days (ninety (90) calendar days for inspectors) and may be
2715 demoted or returned to his former assignment in the event of his inability to perform his
2716 duties in a satisfactory manner. All employees successfully bidding a Crew
2717 Chief/Technical Crew Chief position after September 1, 1985 will be required to have
2718 their performance evaluated by a review panel prior to the last day of their one hundred
2719 eighty (180) calendar day trial period. The Transport Workers Union is invited to
2720 participate on any such panel in accordance with procedures to be decided upon.
2721 Employees who fail to meet performance expectations will be demoted as outlined in
2722 this Article. The decision of the review panel will be final and binding, not subject to
2723 review under the grievance procedures. In the event that he is demoted, he may return
2724 at his own expense to any vacancy available in the classifications for which he is
2725 qualified but he will not, for a period of twelve (12) months after such return, bid for a
2726 vacancy in the same classification or section for the same type of work for which he was
2727 unable to demonstrate his ability.

2728
2729 (g) An employee has the right to bid in his own classification at any other station or
2730 shop, but having filled such posted vacancy will not bid another vacancy in his
2731 classification for a period of twelve (12) months thereafter.

2732
2733 (h) During the interim required to post a vacancy, the Company may select an
2734 employee to fill the vacancy temporarily. The Company may provide lists in each of its
2735 work units/shops at each station on which employees regularly assigned to that work
2736 unit/shop may signify their desire to be considered for the filling of temporary or acting
2737 Crew Chief vacancies under this paragraph (h) and under paragraph (i) of this Article.
2738 The Company will periodically administer qualifying tests for the positions involved to
2739 the employees who have signed these lists and will maintain lists comprised of those
2740 employees who indicate a desire for pre-qualification and successfully complete the
2741 test. Employees who have successfully passed these qualifying tests will, if they are
2742 regularly assigned to that work unit/shop/shift, be assigned in order of their occupational
2743 seniority to fill temporary or acting vacancies. Additionally, an employee who has not
2744 been provided an opportunity to take the qualifications test since the date he transferred
2745 into the work unit/shop/shift will be considered to fill acting or temporary vacancies in
2746 accordance with his seniority, until such time that he is provided an opportunity to test.
2747 An employee so situated who refuses temporary or acting assignments three (3) times
2748 within a calendar year, will be removed from the pre-qualified list for a period of six (6)
2749 months.

2750
2751 (1) In the event there are no such employees, the most senior pre-qualified
2752 employee regularly assigned to that work unit/shop will be selected to fill the
2753 vacancy temporarily.

2754
2755 (2) Employees selected to fill vacancies temporarily will be entitled during the
2756 period so assigned to compensation at a rate not less than that at which the job
2757 is rated. An employee assigned during the bidding procedure to a temporary job
2758 in a lower classification than at which he is rated, will not have his compensation
2759 reduced to that of the lower classification.

2760
2761 (3) Qualifying tests may be conducted at any station where the necessary
2762 personnel and equipment are available. If an employee is required to take a test
2763 at any station other than his base station, travel expenses will be authorized in
2764 accordance with the appropriate Company Regulations.

2765
2766 (4) Testing for temporary or acting vacancies not subject to bidding will
2767 normally be accomplished during the employee's regular working hours and the
2768 employee will be paid at his regular hourly rate and such time will be deemed as
2769 time spent at his regular work. If such testing (written or practical) is
2770 administered outside an employee's normal working hours, it will be
2771 compensated for at the applicable training rate of pay.

2772
2773 (i) In case of a vacancy not expected to exceed sixty (60) calendar days, the
2774 Company may select an employee to fill such vacancy on a temporary basis without
2775 posting the job. When such vacancy is to be filled, preference in filling the position will
2776 be given to the employees, in order of their occupational seniority, who have passed the
2777 qualifying tests, who are regularly assigned to that shop or work unit. In the event there
2778 are no such employees, it will be afforded to the senior qualified employee in that
2779 classification regularly assigned to that shop or work unit. At the end of such sixty (60)
2780 calendar days, such vacancy will be posted and only qualified employees at the station
2781 or shop where such vacancy exists will be eligible to bid. If, at the end of such sixty (60)
2782 calendar days or at any time after such vacancy is no longer a temporary vacancy, the
2783 vacancy will be filled in accordance with this Article. In accordance with this Article, such vacancy
2784 shall be filled for longer than one year under this provision.

2785
2786 (1) Nothing in the preceding paragraph will require the Company to call in an
2787 employee on an overtime basis.

2788
2789 (2) An employee who has indicated his desire to be considered for temporary
2790 vacancies under this paragraph and under paragraph (h) of this Article and who,
2791 for this purpose has taken qualifying tests and has not passed such tests, will
2792 after a thirty (30) calendar day waiting period, if he indicates a desire to do so, be
2793 afforded reasonable opportunities to retake the qualifying tests. In the event
2794 employees who have been temporarily assigned outside of their regular shop or
2795 work unit when the qualifying tests are given, and have thus been deprived of the

2796 opportunity to take the test, such employees will be afforded an opportunity to
2797 take this test upon their return to their regular shop or work unit.

2798
2799 (j) An employee who is assigned to a temporary job under paragraphs (h) and (i) of
2800 this Article will, upon discontinuance of such temporary job, be returned to his former
2801 job.

2802
2803 (k) An employee who is transferred from one point to another at the request of the
2804 Company will be so transferred at Company expense, in accordance with Company
2805 Regulations.

2806
2807 (l) An employee may request a transfer from one station to another to fill a regular
2808 full time or part time vacancy not subject to bidding, provided that the employee's
2809 qualifications are sufficient for the conduct of the work to which he is to be assigned. All
2810 transfers for Title II vacancies at all stations will be posted and filled within the
2811 appropriate craft classification. After the provisions of Article 46 (One Station
2812 Agreement) or the TUL/AFW Transfer Process, if applicable, have been exhausted, the
2813 employee will be permitted to transfer before a new employee is hired at that station,
2814 provided:

2815
2816 (1) he has a minimum of six (6) months' service with the Company,

2817
2818 (2) he has submitted a written request for transfer to his supervisor not less
2819 than fifteen (15) calendar days prior to transfer date or, in the event the
2820 Automated Bid and Transfer system is operational in all stations system wide,
2821 requests for transfer will not be less than two (2) calendar days prior to his
2822 transfer date.

2823
2824 (3) he has not completed or refused a transfer within the twelve (12) month
2825 period preceding the transfer date.

2826
2827 (4) each January 1 and July 1 a request for transfer not submitted within the
2828 preceding thirty (30) calendar days will be voided and it will be necessary for a
2829 new request to be submitted,

2830
2831 (5) a vacancy created by the transfer of an employee may be filled by the
2832 Company at its option,

2833
2834 (6) The Company will, upon granting an employee's request for transfer,
2835 furnish space-available transportation of the employee affected and for the
2836 members of his immediate family, to the extent permitted by law, from the station
2837 from which he is transferring to the station to which he is transferring. Other
2838 expenses incident to such transfer will be borne by the employee.

2839
2840 (7) A copy of each request for transfer from one station to another will be
2841 furnished to the ranking local Union Representative at the station to which a

2842 transfer is being requested. Crew Chiefs and Inspectors will be permitted under
2843 this paragraph to transfer to an appropriate non-bid classification in their
2844 Occupational Title Group.
2845

2846 (m) Subject to the provisions of Article 12 of this Agreement, Article 12 of the Stores
2847 Agreement, Article 12 of the Fleet Service Agreement, and Article 12 of the Technical
2848 Specialist Agreement, employees covered who possess the required qualifications will
2849 be given preference in filling regular full time or part time vacancies occurring at their
2850 station, Tulsa, or stations covered by one-station rules, in classifications under this, the
2851 Stores Agreement, the Fleet Service Agreement, the Technical Specialist Agreement
2852 remaining after the provisions of Article 12(l) of this Agreement have been exhausted.
2853 Such employees successful in filling a mechanical classification (including Plant
2854 Maintenance) will be required to pass the appropriate skill qualification tests and to
2855 demonstrate mechanical ability within the first six (6) months. Selection for the
2856 vacancies described in this paragraph will initially be confined to employees in the title
2857 group in which the vacancy exists in the order of their relative seniority. Thereafter,
2858 selection will be based on the Occupational Title Group seniority of the employees
2859 involved. In the event two or more employees have the same Occupational Title Group
2860 seniority, Company seniority will determine the selection.
2861

2862 (1) An employee under this Agreement, the Fleet Service Agreement, the
2863 Stores Agreement, and the Technical Specialist Agreement may request a
2864 transfer to such vacancies in writing. Subject to the conditions contained in the
2865 preceding paragraph, the employee will be permitted to transfer before a new
2866 employee is hired at that station provided:

2867 (a) he has a minimum of six (6) months' service with the Company,
2868
2869

2870 (b) he has submitted a written request for transfer to his supervisor not
2871 less than fifteen (15) calendar days prior to transfer date or, in the event
2872 the Automated Bid and Transfer system is operational in all stations
2873 system wide, requests for transfer will not be less than two (2) days prior
2874 to his transfer date.
2875

2876 (c) he has not completed or refused a transfer within the six-month
2877 period preceding the transfer date.
2878

2879 (d) each January 1 and July 1 a request for transfer not submitted
2880 within the preceding thirty (30) days will be voided and it will be necessary
2881 for a new request to be submitted, and
2882

2883 (e) a vacancy created by the transfer of an employee may be filled or
2884 left unfilled by the Company at its option.
2885

2886 (2) In addition to the above, the priority for transfers under 12 (m) will be as
2887 follows: Article 12(m) covers four possible situations that are awarded in seniority
2888 order within each of the subcategories indicated below:

- 2889 (a) An employee at the same location within the same Title group.
- 2890
- 2891 (b) An employee at a different location within the same Title group.
- 2892
- 2893 (c) An employee at the same location within a different Title group.
- 2894
- 2895 (d) An employee at a different location within a different Title group.
- 2896
- 2897

2898 (3) A copy of each request for transfer will be furnished to the ranking local
2899 Union representative at the station, who will also be notified of the name and
2900 classification of any employee filling such vacancy.

2901 (4) An employee, having qualified for promotion to a higher classification
2902 under the provisions of Article 12 of this Agreement, Article 12 of the Stores
2903 Agreement, Article 12 of the Fleet Service Agreement, and Article 12 of the
2904 Technical Specialist Agreement, who subsequently fails to successfully complete
2905 the required qualification test for that classification or fails to demonstrate the
2906 required mechanical ability will be returned to his previous classification and
2907 station. However, if the company fails to administer the Qualification Test within
2908 one hundred and eighty (180) calendar days the employee will be considered
2909 qualified for the purposes of his assignment.

2910 (n) An employee may request a demotion from the position of Crew Chief or
2911 Inspector at his station provided no other employee possesses recall rights to the
2912 classification and station in question. Such a successful employee, or an employee
2913 demoted for cause, will not be permitted to bid for another vacancy in this classification
2914 or to serve in an acting capacity for a period of twelve (12) months (six (6) months for
2915 Inspectors), following the effective date of such demotion. If however, a Crew Chief self
2916 demotes through the transfer procedure to another city, the period of exclusion from
2917 acting or bidding will be six (6) months.

2918 (1) The Company will offer a fifteen (15) day open window in March every 3
2919 years, beginning in March 2002, for any Crew Chief to self-demote. Following
2920 this self-demotion window, the jobs to be vacated by the self-demotion process
2921 will be posted for bid and awarded on a local city basis only. If more employees
2922 desire to self-demote, than those bidding for the jobs at that city, self-demotions
2923 will be limited to the number requesting to back fill the positions from that city. If
2924 insufficient local bidders are available, the self-demotions will be permitted in
2925 seniority order up to the number of bidders.

2926

2930 (2) A Crew Chief who exercises the self-demotion process will be prohibited
2931 from bidding a Crew Chief position, and from serving as an acting Crew Chief for
2932 two (2) years from date of demotion.
2933

2934 (o) An employee who desires to promote to a higher classification under the
2935 provisions of Article 12(m) of this Agreement, Article 12(m) of the Fleet Service
2936 Agreement and Article 12(m) of the Stores Agreement, must pre-qualify by successfully
2937 completing the required pre-qualification test for that classification in accordance with
2938 the Qualification Administration Manual.
2939

2940 (p) The attachments on the following pages are agreed to by the parties and are
2941 incorporated as part of this Agreement.

2942 ATTACHMENT 12.1 – TRANSFERS TO JOB VACANCIES AT TUL/AFW/MCI
2943 MAINTENANCE BASES

2944
2945 (revised 4/15/2003)

2946
2947 Re: Transfers to job vacancies at TUL/AFW/MCI maintenance bases

2948
2949 When vacancies are approved which will result in an addition to a shop or job/skill area,
2950 an employee at the TUL/AFW/MCI Maintenance Bases will be provided an opportunity
2951 to fill the vacancy.

2952
2953 Each vacancy as defined above will be posted on all bulletin boards at TUL/AFW/MCI
2954 for a period of five (5) days (exclusive of Saturday and Sunday). Responses to the
2955 posting must be received by Bid and Qualifications, TUL/AFW/MCI, no later than the
2956 closing date indicated on the posting. All employees whose qualifications are sufficient
2957 for the conduct of the work or job to which the employees are to be assigned are eligible
2958 to bid on the vacancy provided:

- 2959
- 2960 (1) The employee has a minimum of one (1) year with the Company.
 - 2961
 - 2962 (2) The employee has not completed a transfer to another vacancy within the
2963 classification during a twelve (12) month period preceding the date the vacancy
2964 bid closes. If the previous transfer was a 12(l) into the base, the waiting period is
2965 six (6) months.
 - 2966
 - 2967 (3) The Company will post the name of each individual who is selected to fill
2968 the vacancy under the posting procedures. The senior qualified bidder will be
2969 reassigned to the vacancy and may not refuse such assignment.
 - 2970
 - 2971 (4) Qualifications for vacancies to be filled by intra-station transfers are
2972 deemed to be satisfied when an employee:
 - 2973 (a) Passes or has previously passed the applicable qualifying test
2974 within the previous five (5) years, or
 - 2975
 - 2976 (b) Has been assigned to the Job Test Area for a continuous period of
2977 twelve (12) months within the past five (5) years.
 - 2978
 - 2979 (c) Has been previously assigned to the job test area for a continuous
2980 period of three (3) months within the past three (3) years.
 - 2981
 - 2982 (d) Was hired into that type of work within the previous four (4) years
2983 with the required creditable experience.
 - 2984
 - 2985 (e) The senior qualified bidder will be assigned to the vacancy and may
2986 not refuse such assignment.
 - 2987

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(5) After the selection has been made, it will be the Company's option to fill the resulting vacancy as follows:

- (a) The procedure outlined above will be utilized to fill the (secondary) resulting vacancy, then:
- (b) Filled at or by management option.
- (c) Filled by reassigning volunteers from job test areas where employees are available.
- (d) Filled by reassigning employees in reverse order of seniority from job test areas where employees are available.
- (e) Filled by employees with requests to transfer under Article 12 (l).
- (f) Filled by employees with requests to transfer under Article 12 (m).
- (g) Filled by new hires.

(6) At the Tulsa/AFW/MCI Maintenance Base, a Crew Chief or Inspector will be allowed to transfer in his non-bid classification, as outlined above, provided his seniority will allow. Upon passing the applicable qualifying test (if applicable) the Crew Chief or Inspector will then be ineligible to bid or serve in an acting capacity in that classification for a period of twelve (12) months (6 months for Inspector). Additionally, he will be restricted from transferring to another vacancy within his non-bid classification for a period of 12 months. If the Crew Chief or Inspector fails the qualification test he will be returned to his prior Classification.

(7) In the event of a reduction in force, the reassignment of employees surpluses to the work needs will be accomplished in accordance with the provisions of Article 15 (i) of this Agreement within thirty (30) calendar days following the crew change in which the reduction in force was effected.

(8) Within thirty (30) calendar days following the crew change in which a recall is effected, the Company may at its option make adjustments in its manning requirements to meet its needs.

(9) Temporary assignments (labor loans) will normally be made for a period of twenty-eight (28) calendar days and will not exceed ninety (90) calendar days. Temporary assignments for the period of more than twenty-eight (28) calendar days will be made on the basis of available qualified personnel as defined by the above qualifications criteria from within a shop or job/skill area where available qualified employees are assigned. In the event there are not sufficient qualified employees, the Company may accept volunteers or effect the labor loan of

3034 employees in the reverse order of seniority from that shop or job/skill area.
3035 Requirements for periods exceeding ninety (90) calendar days will be filled
3036 through the applicable transfer procedures.
3037

3038 (a) The Company has the right to reassign an employee to any work,
3039 within his Title Group, for which he is qualified for a maximum of seven (7)
3040 work days. Any employee assigned by management to work outside his
3041 regular work unit for three (3) work days or less will be returned to his
3042 regularly assigned work unit for a minimum of three work days. Any
3043 employee assigned by management to work outside his regular work unit
3044 for four (4) work days, but not more than seven (7) work days, will be
3045 returned to his regularly assigned work unit for an equal amount of work
3046 days. He may, however, volunteer to accept an assignment outside of his
3047 regular work unit prior to the return period. Temporary assignments
3048 greater than eight (8) work days but less than twenty-eight (28) calendar
3049 days will be offered to volunteers, then assigned in the reverse order of
3050 seniority from the shop or job/skill area.
3051

3052 (10) This memorandum will not apply when movement of unusual number of
3053 employees is required, such as, shutdown or opening of a shop/line or within
3054 thirty (30) calendar days following the crew change in which a recall is effected.
3055 Under these conditions the Company may, at its option, make adjustment in its
3056 manning requirements to meet its needs.

3057 ATTACHMENT 12.2 – RIF, FILLING FULL-TIME VACANCIES

3058

3059 Re: RIF, Filling Full-Time vacancies

3060

3061 Full time vacancy(s) will be filled by the most senior qualified employee(s) requesting to
3062 fill such a vacancy(s) in accordance with the following order of preference:

3063

3064 (a) System surplus employees (either full-time or part-time) in the same
3065 classification, provided they are senior to the most senior employee holding recall rights
3066 to that full time classification. System surplus part time employees electing a full-time
3067 vacancy will also be subject to the following:

3068

3069 (1) Any part-time employee selecting a full time vacancy as an option on this
3070 bump sheet will be tentatively awarded the vacancy in order of seniority of those
3071 employees affected by the reduction in force. The options of all other employees
3072 will be awarded in order of seniority.

3073

3074 (2) After the awards are completed, the Company will match those tentative
3075 awards outlined above for those part-time employees successfully electing a full-
3076 time position against those employees requesting a full time position in that city
3077 with a full-time vacancy. The full-time vacancy will be given to the senior
3078 employee(s) (either those part-time employees affected by the reduction in force
3079 or the local part-time employees with a valid 12(lx) on file for a full-time position
3080 at that city).

3081

3082 (3) If the vacancy is awarded to the local employee, the employee out of the
3083 station that was affected by the reduction in force and elected that vacancy as an
3084 option on his bump sheet, will be assigned a resulting part-time vacancy at the
3085 receiving city. This employee must, at this time, agree to take the position or
3086 take layoff. If the employee awarded the position fails to relocate to the elected
3087 city, he will be terminated and will forfeit recall rights and relocation expenses.

3088

3089 (b) Employee with recall rights to a full time position.

3090

3091 (c) The following blended seniority order:

3092

3093 (1) Employees in a full-time bid classification status in the same city
3094 requesting a voluntary demotion under the provisions of Article 12(n) shall be
3095 offered full-time vacancies.

3096

3097 (2) Transfer requests of employees currently on payroll in the same
3098 classification in other cities blended in seniority order with part time employees'
3099 transfer requests in the same classification within the city with the vacancy.

3100

3101 (3) Active part time employees in the same classification and city as the
3102 vacancy and have a 12 (lx) transfer on file.

- 3103
3104 (d) Transfer requests under Article 12(m) (active or laid off employees who have a
3105 valid transfer from one classification to another at their own station).
3106
3107 (e) Transfer requests by employees on the payroll who desire to fill a vacancy in
3108 another classification at another station have been processed (this expands on the
3109 current terms of Article 12(m)).
3110
3111 (f) Transfer request by an employee on layoff status in the same classification in
3112 which the vacancy exists and who submits a transfer request after being laid off
3113 adhering to all procedural and qualification requirements under Article 12(l).
3114
3115 (g) Transfer request by an employee on layoff status in a classification other than the
3116 classification in which the vacancy exists who submits a transfer request after being laid
3117 off and who meets all procedural and qualification requirements under Article 12(m).
3118
3119 (h) Transfer requests by any employee covered by a TWU/AA agreement other than
3120 the Maintenance Agreement awarded in seniority order.
3121
3122 (i) New hire.

3123 ATTACHMENT 12.3 – WAITING REQUIREMENTS PRIOR TO TRANSFER IN
 3124 ACCORDANCE WITH ARTICLE 12

3125
 3126 (revised 4/15/2003)

3127
 3128 Re: Waiting Requirements Prior to Transfer in accordance with Article 12

3129
 3130 A review of the applications of Articles 12(l), 12(m) and 12(lx) and the requirement to
 3131 wait six (6) or twelve (12) months after completing one of these transfers prior to
 3132 submitting and/or eligibility for another. The parties agreed that each of these
 3133 paragraphs is a separate and distinct contractual right. The following is a simplified
 3134 chart outlining our understandings:

3135
 3136 (1) An employee who desires a 12(lx) – Part-Time to Full-Time/Full-Time to Part-
 3137 Time transfer at his station:

3138
 3139

An employee who:	Six-month wait required:
Has not completed probation	No
Completed a previous 12(lx) at the station	Yes – 6 months
Completed a 12(l) transfer into the station	No
Completed a 12(m) transfer within or outside the station	No

3140
 3141 (2) An employee who desires a 12(l)-Station to Station transfer:

3142
 3143

An employee who:	Twelve (12)-month wait required:
Has not completed probation	No – Must complete Probation
Completed a 12(lx) transfer at the station	No
Completed a 12(l) transfer into the station	Yes – 12 months
Completed a 12(m) transfer within the station	Yes – 12 months
Completed a 12(m) transfer in from outside the station	Yes – 12 months

3144
 3145 (3) An employee who desires a 12(m)-Change of Classification at his station:

3146
 3147

An employee who:	Six-month wait required:
Has not completed probation	Yes - Must complete Probation
Completed a 12(lx) transfer at the station	No
Completed a 12(l) transfer into the station	No

3160 ATTACHMENT 12.4 – TRANSFER RIGHTS FOR THOSE ON LAYOFF STATUS

3161

3162 From: C. A. Pasciuto

3163 To: John Kerrigan

3164 Re: Transfer rights for those on layoff status

3165

3166 July 20, 1981 (Revised March 1, 2001)

3167

3168 During our discussions concerning productivity and employee job security, the TWU
3169 expressed concern that current provisions of the Maintenance and Stores Agreements
3170 limit transfers between stations by employees in the same classifications to employees
3171 on active status on the payroll. Further, transfers between classifications of employees
3172 either active or on layoff are limited to vacancies at their own station. Thus, employees
3173 who face layoff or are actually laid off, are prevented from transferring and retaining
3174 employment while new hires fill available vacancies, at stations unaffected by reduction
3175 in force.

3176

3177 The parties recognize that the mutual interests of the Company and its employees can
3178 be served best by providing additional transfer mobility and job protection for employees
3179 on layoff. It is agreed, therefore, that:

3180

3181 (1) In addition to the job protection afforded an employee laid off under Article
3182 15 of the Maintenance Agreement, and Article 15 of the Stores Agreement, an
3183 employee who at the time of layoff does not displace a junior employee, or
3184 accept a vacancy then offered, and is terminated from the payroll, shall be
3185 allowed to fill a vacancy before a new employee is hired for that vacancy, in the
3186 order of priority and under conditions as follows:

3187

3188 a. The recall provision of Article 16 Maintenance and Stores
3189 Agreements have been exhausted (employees in the same classifications
3190 recalled to the station from which they were laid off).

3191

3192 b. Transfer requests filed under Article 12(l) have been processed
3193 (active employees in the same classification transferring from one station
3194 to another).

3195

3196 c. Transfer requests under Article 12(m) have been processed (active
3197 or laid off employees who have a valid transfer from one classification to
3198 another at their own station).

3199

3200 d. Transfer requests by employees on the payroll who desire to fill, a
3201 vacancy in another classification at another station have been processed
3202 (this expands on the current terms of Article 12(m) Maintenance
3203 Agreement).

3204

- 3205 e. Transfer request by an employee on layoff status in the same
3206 classification in which the vacancy exists and who submits a transfer
3207 request after being laid off adhering to all procedural and qualification
3208 requirements under Article 12(l).
3209
- 3210 f. Transfer request by an employee on layoff status in a classification
3211 other than the classification in which the vacancy exists who submits a
3212 transfer request after being laid off and who meets all, procedural and
3213 qualification requirements under Article 12(m).
3214
- 3215 g. To exercise these additional transfer rights, all employees on layoff
3216 shall, in addition to the required information on the transfer request,
3217 specify in writing that he/she is on layoff status, the effective date of such
3218 layoff, and the station from which employee is laid off in order to safeguard
3219 the rights of other employees with a higher contractual priority to the
3220 vacancy.
3221
- 3222 h. All transfer requests filed by an employee prior to layoff are null and
3223 void.
3224
- 3225 i. An employee on layoff status who refuses a vacancy for which he
3226 has submitted a transfer request under these procedures will not be
3227 eligible to transfer to another vacancy during the remaining period of the
3228 layoff; however, he will retain his recall rights to his station.
3229
- 3230 The Company is not obligated to contact employees on layoff to offer vacancies in their
3231 own or other classifications.
3232
- 3233 (Signed original on file)

3234 ATTACHMENT 12.5 – MAINTENANCE AGREEMENT, ARTICLE 12 (l) AND 12 (lx)
3235

3236 From: Edward R. Koziatek and James Enright
3237 To: Division Managers and Employee Relations
3238 Re: Maintenance Agreement, Article 12 (l) and 12 (lx)
3239

3240 May 12, 1987 (Revised March 01, 2001)
3241

3242 Transfer Provisions
3243

3244 Our continuing expansion has created more opportunities for employees to transfer:
3245

3246 A. In the same classification from one TWU covered station to another under the
3247 provisions of Article 12(l).
3248

3249 B. Intra-Station transfer opportunities in the same classification from part time to full
3250 time and full time to part time 12(lx).
3251

3252 The application of these provisions is subject to clarification:
3253

3254 1. An employee who has a valid 12(l) transfer does not void that transfer
3255 request by turning down a 12(lx), and vice-versa.
3256

3257 2. An employee with a valid 12(l) transfer request to another station who
3258 completes a 12(lx) transfer at his own station does not invalidate the 12(l) and
3259 vice-versa.
3260

3261 3. When an employee in Station A has been awarded a 12(l) transfer to
3262 Station B but does not have a reporting date to Station B and the delay in the
3263 reporting date is such that a junior employee in Station A would be awarded a
3264 12(lx) in the interim for a month or more, the employee's 12(l) rights will not be
3265 affected if he accepts the proffer of a 12(lx) vacancy at Station A for this interim
3266 only. Provided, however, that the 12(l) transfer shall be completed, otherwise the
3267 employee will not be permitted to transfer until completion of twelve (12) months
3268 from the transfer date.
3269

3270 4. When a 12(l) transfer is completed; that is, a reporting date is set and
3271 accepted, and the reporting date is less than a month from date of reporting to
3272 the new station, the employee with the 12(l) transfer will be required to transfer,
3273 or otherwise to wait another twelve (12) months from the transfer date.
3274

3275 5. The above does not change the fact that a refusal of a 12(lx) will trigger a
3276 six (6) month wait for another 12(lx) and likewise a refusal of a 12(l) will require a
3277 twelve (12) month wait for another 12(l).
3278

3279 (Signed original on file)

3280 ATTACHMENT 12.6 – CREW CHIEF BID

3281

3282 From: James Enright

3283 To: Edward R. Koziatek

3284 Re: Crew Chief Bid

3285

3286 January 22, 1988

3287

3288 This is to confirm our discussions specifically addressing the question of whether an
3289 employee who bids and is awarded a Crew Chief position at his own station may bid for
3290 and be awarded a Crew Chief position in another station before completing twelve (12)
3291 months of service as a Crew Chief at his own station.

3292

3293 We hereby agree that a Crew Chief who bids and is awarded a Crew Chief position in
3294 his own city, may bid and be awarded a Crew Chief job in another station within the
3295 regular twelve (12) month lock-in period, provided that such Crew Chief shall have
3296 successfully completed the 180 day probationary period as required by the Agreement.

3297

3298 This is not intended to modify in any way the past application of provisions of the
3299 Agreement or any arbitral decision heretofore issued clarifying the intent and practice
3300 with respect to filling of bid vacancies.

3301

3302 (Signed original on file)

3303 ATTACHMENT 12.7 – INSPECTOR REASSIGNMENT WITHIN (I) GROUPS

3304

3305 From: Dennis Quish

3306 To: Marion Finley

3307 Re: Inspector Reassignment Within (I) Groups

3308

3309 March 30, 1992

3310

3311 This letter is written to clarify our understanding concerning re-assignments within I-19,
3312 I-24, and I-26 Inspection Types of Work.

3313

3314 First, the Administrative Procedure For Honoring Inspector Requests For Reassignment
3315 To Vacancies Within I-19 and I-24 Group dated 7-19-89 signed by Marion Finley and
3316 P.G. Chapdelaine is hereby null and void. Further, the letter written by Mike Costello
3317 dated July 27, 1989 concerning the posting of these vacancies is null and void.

3318

3319 In its place, we have agreed to an informal transfer procedure comparable to the
3320 procedure that I-1, and I-26 currently have in place, which has proved to be satisfactory.
3321 However, in I-19, I-24, and I-26 a test is required for an employee to voluntarily transfer
3322 between different test areas.

3323

3324 It is further agreed that in the case of an involuntary re-assignment between different
3325 test areas within I-19, I-24, or I-26 Types of Work, a test will not be required.

3326

3327 (Signed original on file)

3328 ATTACHMENT 12.8 – ARTICLE 12 (n) SELF-DEMOTION AND TRANSFERS

3329

3330 From: James B. Weel

3331 To: Field HR Managers

3332 Re: Article 12(n) Self-Demotion & Transfers

3333

3334 March 24, 1999 (Revised April 15, 2003)

3335

3336 This letter is to clarify and confirm the eligibility of a Crew Chief, who has exercised the
3337 provisions of Article 12(n) and self demotion, to transfer under the provisions of Article
3338 12(l), 12(m) following such a demotion. Application for TUL/AFW/MCI is found in the
3339 TUL/AFW Transfer Memorandum.

3340

3341 Crew Chiefs may self demote under 12(n), after they have successfully completed the
3342 180 day trial period, by exercising their seniority under the letter of agreement dated
3343 April 2, 1996 regarding the filling of full time vacancies and the provisions outlined in
3344 Article 43(c).

3345

3346 The following identifies the appropriate six month wait requirements for transfer
3347 following the corresponding 12(n) self demotion:

3348

3349 1. You have self-demoted within classification and station.

3350 Six-month wait not required to transfer under 12(l) or 12(m).

3351

3352 2. You have self-demoted within classification, out of station:

3353 Six-month wait required to transfer under 12(m). Twelve month wait for 12(l).

3354

3355 3. You have self-demoted out of classification, within station:

3356 Six-month wait required to transfer under 12(l) or 12(m).

3357

3358 4. You have self-demoted out of classification and station:

3359 Six-month wait required to transfer under 12(l) or 12(m).

3360

3361 Note: Eligibility for transfer with regard to changes in status [12(lx)] is covered in the
3362 Letter of Agreement dated July 22, 1991.

3363

3364 I have also attached examples of various scenarios to further clarify this interpretation.
3365 Should you have any questions regarding the application of this provision, please don't
3366 hesitate to contact me.

3367

3368 (Signed original on file)

3369 ATTACHMENT 12.9 – BIDS AND ELIGIBILITY

3370

3371 From: James B. Weel
3372 To: James C. Little
3373 Re: Bids & Eligibility

3374

3375 September 22, 1999

3376

3377 As discussed at the July 28, 1999 President's Council meeting in San Francisco, this
3378 letter will serve as a means of clarification and understanding regarding eligibility for a
3379 bid job. Bid jobs include Technical Crew Chief, Crew Chief and Inspector vacancies.

3380

3381 Currently, basic eligibility requires that an employee be eligible for award on the date
3382 the bid opens.

3383

3384 Example 1: Employee awarded a bid 1/1/99 is not eligible for a future bid that
3385 opens on or before 1/1/00.

3386

3387 An exception is made when employees are bidding to change status "at their own
3388 station". For a change of status bid at their own station, there is no waiting period.
3389 Moreover, this award is made based on where the employee is located on the date of
3390 the award, not when the bid opens.

3391

3392 By way of this memorandum, eligibility for bid vacancies shall be determined based on
3393 whether or not the employee is eligible during the ten days the vacancy is posted.

3394

3395 Example 1: Employee awarded a bid 1/1/99 is eligible for a future bid that
3396 closes after 1/1/00.

3397

3398 An exception will continue to be made for change of status bids. However, the award
3399 date will no longer be used to determine eligibility. An employee must have reported to
3400 the station where the vacancy exists prior to a bid closing in order to be considered
3401 eligible.

3402

3403 By way of your signature below, please indicate your acceptance of this clarification and
3404 understanding.

3405

3406 (Signed original on file)

ARTICLE 13 – SENIORITY LISTS

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(a) System seniority lists, published by Title Group, will give the name, personnel number, Occupational Seniority date, Company Seniority date, job classification, job protection codes, and station of each employee, covered under this Agreement. Such lists will be furnished to the Union semi-annually by February 15th and August 15th of each year with highlighted changes. These lists will also indicate the position held by each employee who is not a member of the bargaining unit and will also indicate whether he is retaining or retaining and accruing.

(b) Current station seniority lists will be available to each Local Union, during the process of a general shift selection, upon request from the Local President.

(c) The Company will make available current copies of system seniority lists for review at a mutually agreeable time upon request of any employee covered under this Agreement.

(d) An employee or the Union may protest any omission or incorrect posting affecting any employee's seniority by use of a "System Seniority Protest Form," also referred to as "Protest Form." There will be no time limit to protest any omission or incorrect posting affecting any employee's seniority.

(e) The following will be the procedures for the filing of a "Protest Form".

(1) The employee will forward the Protest Form to the Local Union office. The Local Union will forward a copy of the Protest Form to the appropriate Human Resources office. The Protest Form must be accompanied by the supporting documentation.

(2) The Local Union will investigate the protest. The information necessary to investigate the protest will be provided by the appropriate Human Resources office upon request of the Local Union. Following the investigation, the Local Union will forward the protest and its recommendation to the Air Transport Director's office, the Vice President of Employee Relations, and the appropriate Human Resources office.

(3) The Air Transport Director will advise Employee Relations if any change is required. The Company will forward a final resolution to the protest to the Air Transport Director, the Local Union, the appropriate Human Resources office, and the affected employee.

(f) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

3450 ATTACHMENT 13.1 – CLASSIFICATION SENIORITY ADJUSTMENTS

3451

3452 From: Mary Tinsman

3453 To: John Orlando

3454 Re: Classification Seniority Adjustments

3455

3456 May 29, 1997

3457

3458 This is to advise you of a change in the Company's policy regarding Classification
3459 Seniority.

3460

3461 As you are aware, we have recently experienced a number of situations in which we
3462 have agreed to adjust Occupational Seniority arising from transfer bypass grievances.
3463 In the past, it has been our practice to adjust only Occupational Seniority not inclusive of
3464 Classification Seniority.

3465

3466 A number of these adjustments have given rise to additional requests for like
3467 adjustments to pay seniority. After much discussion, we have concluded that we shall
3468 make such simultaneous adjustments henceforth.

3469

3470 Accordingly, I have directed Teresa Goff, P.A. Audits, to make the Appropriate
3471 classification adjustments (will be made) when adjusting occupation seniority in cases of
3472 transfer bypass. I have also attached a copy of my correspondence to her and a list of
3473 AFW employees whose pay seniority will also be adjusted.

3474

3475 (Signed original on file)

3476

3477 Note: This letter and the attachments have been placed in the affected employees'
3478 personnel files.

ARTICLE 14 – LOSS OF SENIORITY

- 3479
3480
3481 (a) An employee once having established seniority will not lose seniority except as
3482 provided in this Agreement.
3483
3484 (b) An employee who is discharged for just cause will forfeit all seniority accrued to
3485 the date of such discharge. An employee who resigns from the service of the Company
3486 will forfeit all seniority accrued to the date of such resignation, except that an employee,
3487 who, on the effective date of resignation, holds recall rights pursuant to Article 16 may
3488 continue to hold such recall rights provided such employee submits to the Company a
3489 written notification to hold recall rights prior to the effective date of his resignation.
3490
3491 (c) If an employee who has been laid off is offered the opportunity to return to
3492 service, in other than temporary work, and such offer of recall is to employment of the
3493 same status as when laid off, and such employee elects not to return to service, or who
3494 fails to comply with the provisions of Article 16 (a) or (e), his seniority right of preference
3495 in reemployment will at that time terminate, and his seniority with the Company will be
3496 forfeited.
3497
3498 (d) The attachment on the following page is agreed to by the parties and is
3499 incorporated as part of the Agreement.

3500 ATTACHMENT 14. 1 – CLARIFICATIONS AND INTERPRETATIONS OF ARTICLE
3501 14(b)

3502

3503 From: Stan Crosser

3504 To: Edward Koziatek

3505 Re: Clarifications and Interpretations of Article 14 (b)

3506

3507 October 8, 1991

3508

3509 This will confirm our discussions and understandings regarding the provisions of Article
3510 14 (b) of the Maintenance and other similar articles in the other AA/TWU agreements.
3511 Since the interpretation of this provision in 1972, we have negotiated many changes to
3512 the Agreements including -Reduction in Force, Transfer from Layoff, Part time and
3513 Recall.

3514

3515 It is our intent that any employee who is directly affected by a reduction in force and
3516 exercises their seniority, either at the time of layoff or after accepting layoff, and
3517 thereafter must resign for personal reasons (cannot accept the new area, job or
3518 location) will retain recall rights if at the time of resignation they so notify the Company
3519 in writing of their desire to retain their recall rights.

3520

3521 Example:

3522

3523 Employee is laid off at STL and elects to displace a junior employee in
3524 ORD. After a few weeks in Chicago the employee's family cannot join
3525 him and he elects to resign and retain his recall to STL. This would be
3526 permissible.

3527

3528 Same situation as above except the employee elects layoff at the time
3529 of the reduction in force and after being unemployed for some time,
3530 transfers to a vacancy at ORD. He elects to resign for whatever reason
3531 and would be eligible to retain his recall rights.

3532

3533 If you have any question regarding this interpretation, please give me a call.

3534

3535 cc: Managers Field Employee Relations

3536

3537 (Signed original on file)

ARTICLE 15 – REDUCTION IN FORCE

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(a) All demotions and reductions in force of full-time and part-time employees for lack of work will be handled separately in accordance with seniority, as provided for in paragraph (f) of Article 10.

(b) An employee, who has completed his probationary period, and is directly affected by a curtailment of work requiring a reduction in force, may, at his option, except as provided in Article 42(e),:

(1) exercise his seniority to displace the most junior employee at his station in his own or lower classification within his Title Group, or

(2) exercise his seniority to fill a vacancy or to displace the most junior employee at his station in his own or lower classification within his Title Group in a part time position, or

(3) if he has six(6) months or more of seniority, he may exercise his seniority to fill a vacancy at another station in his classification in either a full time or part time position, not subject to bidding, in which event he will have preference over employees who otherwise might qualify under the provisions of Article 12(l) or 12(m), or

(4) if he has two (2) or more years of seniority, he may exercise his seniority to displace the employee or employees, as outlined in 15(i) and 15(j), with the least system seniority in his own classification or any lower classification, in either a full-time or part-time position, in which he has successfully passed a prequalification test.

(a) Such prequalification is valid for five (5) years. An employee who fails the prequalification test can retest within 30 days. Second and any subsequent failure will result in one year prohibition on retesting in that area from the date of the last failure or,

(5) if he is retaining seniority in another Title Group, he may exercise such retained seniority, but only at his own station. If such Title Group and appropriate classification does not exist at the station where the reduction in force occurs, the employee may request a transfer to any existing vacancy in the system in the appropriate classification, in either a full-time or part-time position, in which event he will have preference over employees who otherwise qualify under the provisions of Article 12(l) or 12(m). If no such vacancy exists, he may exercise this retained seniority to displace the employee with the least system seniority in his former or lower classification within the appropriate Title Group, in either a full time or part time position.

3583 (6) In the application of (2) above, the employee will be advised of and, in
3584 order of his occupational seniority, offered vacancies and displacement rights to
3585 part time positions at his station.
3586

3587 (7) In the application of (3) and (5) above, the employee will be advised of
3588 and, in order of his occupational seniority, offered his choice of the stations
3589 where the appropriate vacancies exist.
3590

3591 (8) In the application of (4) and (5) above, the employee will be advised of
3592 and, in the order of his occupational seniority, offered his choice of the stations
3593 where appropriate vacancies exist and the location or locations of the least
3594 senior employees in his classification in the system. The number of least senior
3595 employees in the appropriate classification (both full-time and part-time) selected
3596 for displacement will correspond to the number of laid off employees who elect to
3597 exercise their seniority to a job in their own classification.
3598

3599 (9) The number of least senior employees exposed to displacement under
3600 this procedure will be changed because of the failure of a laid off employee to
3601 move to a job previously allocated. An unprotected employee displaced as a
3602 result of an employee exercising option (4) or (5) above will have displacement
3603 rights provided he has the requisite occupational seniority.
3604

3605 (c) In the event of a planned reduction in force where a substantial number of
3606 employees or a substantial number of stations will be involved, the Company will notify
3607 the International Vice President, Transport Workers Union of the number of employees
3608 by classification and station to be affected by the reduction in force, a list of known
3609 vacancies in the same classifications by location, and a list of the least senior
3610 employees by classification and location in the system who will be subject to the
3611 exercise of seniority of those employees notified of a reduction in force.
3612

3613 (d) In the event of a reduction in force for Technical Crew Chiefs the following will
3614 apply:
3615

3616 (1) A Technical Crew Chief may exercise his seniority to displace the least
3617 senior Technical Crew Chief at his station, provided he passes the qualification
3618 test and selection panel for the job he is displacing; or
3619

3620 (2) If the Technical Crew Chief's previous position was a bid Crew Chief or an
3621 Inspector position prior to becoming a Technical Crew Chief, he will be allowed to
3622 displace the least senior Crew Chief or Inspector at his station only provided he
3623 passes the qualification test for the job he is displacing; or
3624

3625 (3) A Technical Crew Chief may exercise his seniority under the provisions of
3626 Article 15(b). If the employee's previous classification was not a bid position, he
3627 may exercise his seniority under the provisions of Article 15(b), but may not
3628 displace into a bid position at his own station or elsewhere in the system.

3629
3630 (e) An employee who desires to exercise his seniority as outlined above must notify
3631 his immediate supervisor of his intention to exercise his seniority within five (5) days
3632 (exclusive of his regular days off) of receipt of notice of layoff and must within ten (10)
3633 days (exclusive of his regular days off) of receipt of notice of layoff prove that his
3634 qualifications are sufficient for the classification and type of work for which he desires to
3635 exercise his seniority.

3636
3637 (1) An employee exercising seniority under this Article who fails to prove that
3638 his qualifications are sufficient for the classification and type of work for which he
3639 expressed a desire to exercise his seniority may exercise his seniority in a lower
3640 classification at his station provided he notifies his immediate supervisor of his
3641 intention to exercise his seniority within three (3) calendar days after receipt of
3642 notice of his failure to qualify.

3643
3644 (f) Except in the event the reduction in force is the result of any reason set forth in
3645 of Article 37(c), an employee who changes base stations under the provisions of this
3646 Article, will be reimbursed by the Company for moving and travel expenses in
3647 accordance with the Employee Policy Guide or any successor document. Space
3648 available transportation for the employee and for members of his immediate family to
3649 the extent permitted by law will be furnished by the Company to an employee changing
3650 his base station under the provisions of this Article.

3651
3652 (g) A protected employee who is directly affected by a reduction in force at his
3653 station will be afforded the benefits of Article 44(a), except that a protected employee
3654 who has the seniority to remain at his location in a non-protected status, and who elects
3655 system displacement in a non protected status will not be entitled to the \$12,500
3656 allowance under Article 44.

3657
3658 (h) If a full time Crew Chief, protected as a full-time employee, is affected by a
3659 reduction in force and does not have sufficient seniority to remain full-time in a non bid
3660 classification at his station, he will be eligible for the special moving expense as outlined
3661 in Article 44 of the Agreement if he displaces the junior Crew Chief in the system. He is
3662 also eligible for the special moving expense if he elects to displace into a non-bid job in
3663 the system.

3664
3665 (i) The conditions set forth in this Article as to the sufficiency of qualifications for the
3666 classification and type of work for which the employee desires to exercise his seniority
3667 will, in the case of those employees in the Aviation Maintenance Technician, and
3668 Overhaul Support Mechanic classifications, relate to the following types of work and
3669 combinations of types of work:

3670
3671 (1) TULSA/AFW/MCI – *MAINTENANCE BASES ONLY

3672
3673 (a) Type 1 – Aircraft Welding
3674 (b) Type 2 – Machinist

- 3675 (c) Type 3 – Aircraft Line Maintenance
- 3676 (d) Type 4 – Gyroscopic Instrument Overhaul
- 3677 (e) Type 5 – Electronics Components Overhaul
- 3678 (f) Type 6 – Electrical-Mechanical Instrument Overhaul
- 3679 (g) Type 7 – Tool Maker
- 3680 (h) Type 8 – All other types of work combined.
- 3681

3682 *Not all of these areas exist at AFW/MCI. This is applicable only to those that do.

3683

3684 (2) At the Tulsa/AFW/MCI Maintenance Bases, it is recognized that Type 8,
3685 “All other types of work combined.”, will aggregate all other types of work at the
3686 base not identified and included in Types 1 through 7. Within Type 8, “All other
3687 types of work combined.”, seniority only will govern for reduction in force
3688 purposes; further, for these purposes, an employee in Types 1 through 7, who is
3689 surplus in his type of work, may exercise his seniority to retain a job in Type 8. In
3690 addition, a mechanic currently in Type 8 can displace a less senior mechanic in
3691 Types 1 through 7, if prequalified. Any adjustment of surplus and shortage of
3692 employees on types of work within Type 8, “All other types of work combined.”
3693 will be accomplished by Company reassignment.

3694

3695 (3) If after the application of the above provision, an employee’s seniority will
3696 not enable him to retain a job in Type 8, and the employee holds A & P licenses,
3697 he may then exercise his seniority to obtain a job in his classification at a Line
3698 Station in a type of work other than the Avionics Maintenance or Avionics
3699 Components Repair/Overhaul types of work, as follows:

3700

3701 (a) If he has six (6) months or more of seniority, he may transfer to a
3702 vacancy in such a type of work at any line station.

3703

3704 (b) If he has two (2) or more years of seniority, he may displace the
3705 employee with the least system seniority in accordance with Article 15(b)
3706 in his own classification at line stations, provided he proves his
3707 qualifications are sufficient for the classification and type of work for which
3708 he desires to exercise his seniority in accordance with Article 15(e).

3709

3710 (4) The parties have agreed that if an Aviation Maintenance Technician, as a
3711 result of a reduction in force, must bump back into a shop/area designated as an
3712 Overhaul Support Mechanic shop/area, he will carry his classification and chart
3713 rate with him to the Overhaul Support Mechanic shop/area. He will not receive
3714 any License Premium or any Skill Premium.

3715

3716 (a) He will maintain his classification and chart rate until his seniority
3717 will warrant assignment to an area requiring his skill level, wherein he will
3718 then be covered by the provisions of the Agreement governing that new
3719 shop/area.

3720

3721 (b) The pay protection outlined above does not apply to any voluntary
3722 transfer into a shop/area designated as an Overhaul Support Mechanic
3723 shop/area. A voluntary transfer into a shop designated as an Overhaul
3724 Support Mechanic shop/area will result in the employee transferring being
3725 slotted on the Overhaul Support Mechanic pay scale and becoming an
3726 Overhaul Support Mechanic for all purposes under this Agreement.

3727
3728 (j) LINE STATIONS

3729
3730 (1) Aircraft Line Maintenance, Airframe and Power Plant Maintenance,
3731 Supporting Shops, Engine Build-Up, Aircraft Welding, and Aircraft Painting.

3732
3733 These six (6) types of work are combined subject to license requirements, if any,
3734 for these respective types of work.

3735
3736 (2) Avionics Maintenance (Radio Maintenance/ Electrical & Instrument
3737 Maintenance), (except DFW).

3738
3739 (3) Avionics Components Repair/Overhaul (Electronic Repair Shops).

3740
3741 (a) Where an FCC General Radiotelephone License or FAA "A"
3742 License is required, such shall be a necessary requirement for this type of
3743 work.

3744
3745 (b) At line stations where Avionics Components Repair/Overhaul
3746 and/or Avionics Maintenance exist as "types of work," the Company will so
3747 notify the employees by appropriate identification on the crew schedule.

3748
3749 (4) If after the application of the foregoing an employee's seniority will not
3750 enable him to retain a job in his classification at his line station, he may exercise
3751 his seniority to obtain a job in his classification on the system as follows:

3752
3753 (a) If he has six (6) months or more of seniority, he may transfer to a
3754 vacancy at another station in the appropriate grouping of types of work as
3755 specified in (c) below.

3756
3757 (b) If he has two (2) years or more of seniority, and if there are no such
3758 vacancies, he may displace the employee with the least system seniority
3759 in his primary skill. In the event that option is not available, a mechanic
3760 may displace the least senior mechanic in any other skill in which he is
3761 prequalified in the appropriate groupings of work as specified in (3) below.

3762
3763 (c) If at the time of reduction in force the employee is assigned to a
3764 type of work included in "Line Stations (1)" above, the following, subject to
3765 any license requirements, will be grouped for the exercise of seniority.

3766

3767 (1) Line Stations – (1) The six types of work combined.
3768
3769 (2) Tulsa/AFW/MCI Maintenance Bases – (3) Aircraft Line
3770 Maintenance.
3771
3772 (3) Tulsa/AFW/MCI Maintenance Bases – (8) All other types of
3773 work combined.
3774
3775 (d) If at the time of reduction in force the employee’s type of work
3776 assignment is “Line Stations (2)” or “Line Stations (3)” above, the
3777 following, subject to any license requirements, will be grouped for the
3778 exercise of seniority:
3779
3780 (1) Line Stations – (2) Avionics/Maintenance (except DFW)
3781
3782 (2) Line Stations – (3) Avionics Components Repair/Overhaul.
3783
3784 (3) Tulsa/AFW/MCI Maintenance Bases – (8) All other types of
3785 work combined.
3786
3787 (k) The following provisions apply to the application of Article 15(i) and 15(j).
3788
3789 (1) An employee who has previously qualified in any of the above types of
3790 work set forth under Tulsa/AFW/MCI Maintenance Bases and Line Stations may,
3791 irrespective of differences in types of equipment, exercise his seniority in that
3792 type or types of work to displace a more junior employee.
3793
3794 (2) These paragraphs will apply only to the maintenance and overhaul of
3795 commercial, piston and turbine aircraft, together with their component parts.
3796
3797 (3) By the terms of these paragraphs, the Company does not waive its rights
3798 to establish or otherwise apply rules relative to types of work within the meaning
3799 and intent of any other applicable provisions of this Agreement.
3800
3801 (4) Should the Company desire to alter or change either the types of work
3802 listed in these paragraphs, or their numbers, it will notify the Union, in writing,
3803 setting forth its reasons. If the Union disagrees, it will immediately notify the
3804 Company, in writing, setting forth its reasons. If the matter is not resolved
3805 between the parties within thirty (30) calendar days from the date the written
3806 protest was received by the Company, the changes may be placed into effect
3807 unless the Union within ten (10) calendar days after the expiration of the thirty
3808 (30) calendar days mentioned herein, appeals the matter to the System Board of
3809 Adjustment in accordance with the provisions of Article 29. The System Board
3810 will give the matter high priority.
3811

3812 (l) A Title II Plant Maintenance Mechanic affected by a reduction in force may
3813 displace under Article 15(b) as follows, seniority permitting:

3814
3815 (1) If prequalified or can qualify, can displace a less senior Plant Maintenance
3816 Mechanic in another skill at the station, or

3817
3818 (2) the least senior Plant Maintenance Mechanic in his primary skill in the
3819 system, or

3820
3821 (3) if no less senior Plant Maintenance Mechanic in his primary skill on the
3822 system, the least senior Plant Maintenance Mechanic in another skill on the
3823 system, providing he can qualify.

3824
3825 (4) If a reduction in force is necessary, a Plant Maintenance Mechanic will
3826 have the right to displace a Plant Maintenance Man. He will maintain his Plant
3827 Maintenance Mechanic rate of pay following this displacement.

3828
3829 (a) He will maintain his premium until his seniority will warrant
3830 assignment to an area requiring his skill level, wherein he will then be
3831 covered by the provisions of the Agreement governing that new
3832 shop/area.

3833
3834 (b) The pay protection outlined in above will not apply to any voluntary
3835 transfers into an area designated for a Plant Maintenance Man. A
3836 voluntary transfer into such an area will result in the employee transferring
3837 being slotted on the Plant Maintenance Man for all purposes under this
3838 Agreement.

3839
3840 (m) Upon request of the Local Union President, an employee may, within seven (7)
3841 calendar days, appeal to a review panel composed of a representative of the TWU
3842 International and the Vice President, – Employee Relations, any disputes regarding the
3843 Reduction In Force application or administration.

3844
3845 (n) The attachment on the following pages is agreed to by the parties and is
3846 incorporated as part of the Agreement.

3847 ATTACHMENT 15.1 – RIF EXAMPLE – AMT TO SRP

3848

3849 From: Mark Burdette

3850 To: Edward Koziatek

3851 Re: RIF Example – AMT to SRP

3852

3853 August 13, 1998

3854

3855 You have posed a hypothetical question concerning the reduction in force of a system
3856 protected, non licensed aircraft maintenance technician at one of the Overhaul bases.

3857

3858 The question is, what happens to a non-licensed, system protected aircraft maintenance
3859 technician in the event of a reduction in force, since all the positions to which he/she
3860 might be able to displace in the field require a license?

3861

3862 In order to have options during a reduction in force, the employee must be qualified for
3863 the position into which he or she would be displacing. Since the technician has no
3864 license, he/she would not be qualified for any of the technician positions in the field (all
3865 of which require a license).

3866

3867 The employee would thus have the options of displacing to a non-licensed position at
3868 his/her current base (including an SRP position which would be converted to the
3869 classification of AMT), or to a position at another base which did not require a license,
3870 (including an SRP position which would be converted to the classification of AMT). In
3871 the event that there was no such position at any overhaul base which the employee's
3872 seniority would permit him/her to hold on displacing, the reduction in force would be
3873 stopped at that point, because a system protected employee cannot be forced into a
3874 layoff status. Likewise, since system protection is in the classification held on August
3875 15, 1995, the employee could not be forced to displace to a lower or previously held
3876 position which did not require a license.

3877

3878 (Signed original on file)

ARTICLE 16 – RECALL FROM LAYOFF

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(a) An employee who has completed his probationary period and who is laid off by the Company due to a reduction in force will continue to accrue seniority during his layoff for a period not exceeding his previous service to a maximum of three (3) years; the employee will continue to retain seniority thereafter. All seniority will be cancelled and recall rights forfeited if the employee is not recalled by the Company within ten (10) years from the effective day of layoff. Employees who remain on payroll will accrue seniority and retain recall rights indefinitely. The Company and the respective TWU Local President will agree on the current recall list within ninety (90) calendar days from the date of ratification of this Agreement.

(b) A laid off employee will only have recall rights for the period indicated in paragraph (a) above to each job in the skill, classification, and station from which he was laid off. This provision regarding to skill will not apply to Type 8 work at TUL/AFW/MCI, except that an employee released from a bid job in connection with a reduction in force in that bid job will not be subject to recall to that bid job. An employee released from a bid job will retain recall rights in accordance with paragraph (a) above to a job in the next lower non-bid classification in his Occupational Title Group at the station from which he was laid off. An employee laid off from a full time position will also have recall rights to a part time position in the classification and station from which he was laid off. An employee declining a recall to a part time position will not lose recall rights to a full time position at that station. A Title II employee will have recall rights to his original classification and any other classification in his Title Group for which he was qualified for at the time of layoff.

(c) An employee, as described below, will retain recall rights in accordance with Article 16(a) to the full time classification and station from which he was first laid off:

(1) An employee who, in lieu of layoff, exercises his seniority to displace the employee on the system in his own classification with the least Occupational seniority; or

(2) An employee who, in lieu of layoff, accepts a vacancy in his own classification at another station at the time of layoff or before the expiration of his recall rights; or

(3) An employee who, in lieu of layoff, accepts a part time vacancy or displaces a part time employee will retain recall rights in accordance with paragraph (a) to the full time classification and station from which he was first laid off.

(d) An employee who, in lieu of layoff, exercises his seniority to displace an employee in a lower classification within his own Occupational Title Group will retain recall rights in accordance with paragraph (a) to the classification and station from which he was first released.

3925
3926 (e) An employee who, in lieu of layoff, exercises his seniority to displace an
3927 employee in another classification and Occupational Title Group in which he holds
3928 seniority, or who accepts a vacancy in any other Occupational Title Group at the time of
3929 layoff or before the expiration of his recall rights will accrue seniority in the Occupational
3930 Title Group to which he transferred in accordance with paragraph (d) of Article 10 of the
3931 Maintenance, Fleet Service, and Stores Agreements in addition to accruing and
3932 retaining seniority in accordance with Article 16(a) and retaining recall rights in
3933 accordance with Article 16(b). Further, should an employee bump through one or more
3934 classifications and eventually be laid off, he will retain recall rights to each such
3935 classification and Title Group.

3936
3937 (1) An employee having such multiple recall rights will have the option of
3938 accepting or waiving recall rights to each such classification and Title Group in
3939 which he holds seniority. If the employee waives recall rights to a classification,
3940 he will forfeit all recall and seniority rights to that classification.

3941
3942 (f) All employees laid off by the Company due to a reduction in force will maintain a
3943 current address with the Company. Any change in address must be filed promptly. The
3944 employee must keep the Company advised of any changes to his address. He may
3945 contact Employee Services via e-mail to Employee.Services@aa.com, or by sending a
3946 change of Personal Information Form to Employee Services; P. O. Box 619616; Mail
3947 Drop 5141; DFW Airport, Texas 75261, or by calling Employee Services at 1-800-447-
3948 2000.

3949
3950 (1) All notices of recall will be made by certified or registered United States
3951 mail, return receipt requested, or by United Parcel Service or equivalent,
3952 confirmation of delivery requested. All employees must notify the person whose
3953 name is signed to the recall letter, within ten (10) calendar days of the date of the
3954 mailing postmark of the recall letter, the date he will report for duty. Any
3955 employee who fails to notify the Company or who fails to return to duty within
3956 twenty-one (21) calendar days of the date of the mailing (or equivalent) will be
3957 considered to have refused recall and will lose all rights to recall, and his
3958 seniority will be forfeited, unless such period is extended by the Company for an
3959 additional period not exceeding fifteen (15) additional calendar days. The
3960 Company will furnish the ranking Local Union Representative a copy of all such
3961 recall letters.

3962
3963 (g) An employee who has been laid off, and who has been out of service for a period
3964 of twelve (12) months or more, may be required to take such tests (excluding medical
3965 tests) as may be necessary to establish that he is qualified to perform the work to which
3966 he is to be assigned, provided that such tests are not given less than sixty (60) calendar
3967 days after his recall.

3968
3969 (h) The attachment on the following page is agreed to by the parties and is
3970 incorporated as part of the Agreement.

3971 ATTACHMENT 16.1 – MULTIPLE RECALL RIGHTS

3972

3973 From: Stan Crosser

3974 To: Edward Koziatek

3975 Re: Multiple Recall Rights

3976

3977 March 25, 1994

3978

3979 There have recently been some questions regarding an employee's recall rights if he is
3980 laid off from more than one, non-bid, position and whether he maintains recall rights to
3981 only the classification and station from which he was first released (Article 16,
3982 paragraph (c) and (d)).

3983

3984 In accordance with Article 16, paragraph (b) of the agreement, an employee has recall
3985 rights to a job in the classification and station from which he was laid off, with the
3986 exception of bid jobs. It is our understanding that if the employee is subsequently laid off
3987 from another position, he shall retain recall rights to each job in the classification and
3988 station from which laid off with the exception of bid jobs.

3989

3990 Please sign below if this is your understanding of the agreement.

3991

3992 (Signed original on file)

ARTICLE 17 – LEAVES OF ABSENCE

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

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

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

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

(b) An employee, holding a position as an International TWU Representative, an International TWU Officer, or a full time position with the International Union or any of its locals, may request through the International Union a Union Business (Pay) Continuance Leave of Absence, referred to as “UBC”. The request for a UBC will be in writing from the International Union. The request will be sent to the Vice President – Employee Relations. If approved by the Company, the UBC will not exceed twelve (12) calendar months or the term of office in the event of an elected position. The written approval will state the expiration date of the leave. An employee on a UBC will continue to retain and accrue seniority throughout the leave.

(1) A UBC may be extended in the same manner as stated in Article 17(a). A request for an extension of a UBC must be submitted and approved prior to the expiration date of the current UBC.

(2) If the UBC is extended, the employee will continue to retain and accrue seniority.

(3) If an employee is on a UBC, there will be no interruption to the employee’s pay and benefits, but the Company will bill the Local Union or the International Union, as applicable, for the employee’s salary plus a percentage override for tax

4039 and benefit related expenses. Failure of the responsible party to pay the billing
4040 will result in the termination of the UBC for the affected employee.

4041
4042 (c) Leaves of absence for bona fide Union business will be granted if a written
4043 request is submitted to the employee's supervisor in advance to accommodate the
4044 request. In the case of an employee holding a position as an International
4045 Representative, an International Officer of the Transport Workers Union or an employee
4046 holding a full time position within the International Union or any of its locals, the written
4047 request must be submitted by the Director Air Transport Division of the Transport
4048 Workers Union to the Vice President – Employee Relations. During this leave for Union
4049 business, known as “UB”, the employee will maintain his benefits.

4050
4051 (d) In lieu of a planned Reduction in Force, the Company will, to the extent possible,
4052 make Overage Leaves of absence (OL) available to TWU represented employees who
4053 have completed their probationary period. Requests for leaves under this procedure
4054 must be submitted to the Company in writing. Approved leaves will be granted in writing
4055 and will not result in the involuntary transfer of any other TWU represented employee.

4056
4057 (1) Prior to the authorization of any Overage Leave of Absence (OL), the
4058 Executive Vice President of Customer Service or the Senior Vice President of
4059 Maintenance and Engineering, as appropriate, will review implementation plans
4060 with the Director of the Air Transport Division.

4061
4062 (2) The number of such leaves of absence granted at each station will be
4063 determined by the Company.

4064
4065 (3) When an Overage Leave is declared, an employee who is on a leave of
4066 absence other than an Overage Leave, may request to have his leave converted
4067 to an Overage Leave. It is the employee's sole responsibility to request such
4068 conversion.

4069
4070 (4) Upon proper application to the Company, leaves of absence under this
4071 procedure will be granted by job skill/work unit, in order of occupational seniority
4072 for periods of not less than one (1) week and no more than one (1) year.
4073 Extensions may be granted if there are no other Overage Leave requests on file.

4074
4075 (5) Overage Leaves, once granted, may not be refused and must be accepted
4076 by the employee requesting the leave.

4077
4078 (6) Due to the requirements of the service, the Company may cancel Overage
4079 Leaves granted under this procedure any time prior to the expiration date of the
4080 leave. In the event the Company wants to cancel a portion of the number of
4081 Overage Leaves, the cancellations will be in inverse seniority order.

4082
4083 (7) An employee who has been granted a leave of absence under this
4084 procedure must submit his current address of record to the Department Manager

4085 approving the Overage Leave in writing. Thereafter, an employee on an
4086 Overage Leave must advise the Department Manager, in writing, within ten (10)
4087 calendar days of any change in address.
4088

4089 (8) In the event the Company elects to cancel the leave of absence, the
4090 affected employee will be notified, in writing, via certified or registered United
4091 States mail, return receipt requested, or by United Parcel Service or equivalent,
4092 confirmation of delivery requested to the last address of record on file with the
4093 Department Manager.
4094

4095 (9) An employee granted a leave of absence under this procedure will not be
4096 entitled to employment and will forfeit his seniority with the Company if:
4097

4098 (a) He fails to return to work on the specified date at the expiration of
4099 the leave; or
4100

4101 (b) He declines, in writing, his intention to return to work; or
4102

4103 (c) He does not indicate, in writing, his intention to accept or reject
4104 employment within seven (7) calendar days after receipt of notice of
4105 cancellation of the leave of absence; or
4106

4107 (d) He does not return to work on the date specified in the notice of
4108 cancellation of the leave of absence. The return date will not be less than
4109 seven (7) calendar days after receipt of the notice.
4110

4111 (10) An employee, granted a leave of absence under this procedure, will
4112 continue to accrue Company, Occupational, and Classification seniority for all
4113 purposes during the leave of absence for a period not exceeding his previous
4114 service to a maximum of one (1) year.
4115

4116 (11) An employee, returning to duty at the expiration of an Overage Leave, will
4117 return to the work unit/shop/shift where a vacancy exists and will, thereafter, be
4118 permitted to exercise his seniority on the next available shift selection.
4119 Temporary Crew Chiefs will be utilized to fill Crew Chief vacancies of over thirty
4120 (30) calendar days, which occur as a result of Overage Leaves.
4121

4122 (12) An employee on an OL will receive benefits under the conditions provided
4123 below:
4124

4125 (a) While on an OL, the basic coverage of Medical, Dental, and Basic
4126 Life Insurance will continue for the employee. The employee must pay his
4127 portion of the costs in accordance with Company policy. If the employee
4128 is enrolled in any optional coverage, he must make payments for those
4129 benefits to remain in effect during the OL. Payments for optional coverage
4130 will be in accordance with Company policy. An employee should contact

4131 Employee Services (refer to Article 17(i) for contact methods) for the
4132 appropriate forms to calculate his individual costs.

4133
4134 (b) The time on an OL will be considered as time worked for purposes
4135 of vesting and credited service for retirement benefits.

4136
4137 (c) An employee must continue to prefund for retiree medical coverage
4138 in order to receive credit toward the ten (10) year requirement in
4139 accordance with Company policy. An employee should contact Employee
4140 Services (refer to Article 17(i) for contact methods) for the appropriate
4141 forms to complete before the Overage Leave begins.

4142
4143 (d) The time on an OL will be considered as time worked in
4144 determining vacation accrual and paid sick leave accrual.

4145
4146 (e) Holidays that occur during an OL will not be paid.

4147
4148 (f) An employee may keep all Company identification cards/badges
4149 during his OL. An employee retains full travel privileges during the OL,
4150 except for travel on other airlines which is not permitted. When traveling
4151 on an OL, the employee must prepay travel service charges at the ticket
4152 counter.

4153
4154 (g) Premiums for the TWU LTD Insurance Plan must be paid for in
4155 advance of the OL and for the duration of the OL. An employee should
4156 contact his Local Union for the appropriate forms and information.

4157
4158 (h) Benefit coverage and application not specifically provided in Article
4159 17 will be applied in accordance with Company policy.

4160
4161 (e) When an unpaid leave of absence is granted to an employee on account of
4162 sickness, injury, or pregnancy, referred to as a Sick Leave of Absence or "SKLOA", he
4163 will retain and continue to accrue his seniority until he is able to return to duty or is
4164 found to be unfit for his duty; except that in no case will a leave for sickness or injury
4165 exceed a total continuous period of five (5) years. An employee must request a SKLOA
4166 in writing and attach medical documentation supporting the request. An approved
4167 SKLOA will be granted in writing and will specify the expiration date of the leave. The
4168 Company may place an employee on a SKLOA in accordance with the provisions of
4169 Article 39.

4170
4171 (1) Application of SKLOA is referenced in Company policy.

4172
4173 (2) An employee, who is returning from a leave granted for reasons of
4174 sickness, injury, or pregnancy, will be permitted to exercise his seniority in
4175 resuming his classification or any lower classification at the station to which he
4176 has previously been assigned.

- 4177
4178 (f) An employee granted a leave of absence under the provisions of the Family
4179 Leave Act, referred to as a Family Leave of Absence or “FMLOA” will retain and
4180 continue to accrue seniority during the leave, not to exceed ninety (90) calendar days.
4181
- 4182 (g) An employee on any leave of absence will physically report to his station on his
4183 first scheduled workday following the expiration of the leave. It is the responsibility of
4184 the employee to contact the Company prior to the expiration of his leave of absence to
4185 ensure that he knows his schedule and assignment. Failure to report or to secure a
4186 renewal of a leave of absence will terminate the leave of absence and his employment.
4187 It is the responsibility of the Company to inform the employee of the expiration date of
4188 any approved leave of absence. The Company will also inform the employee of the
4189 procedures regarding any benefits while on his leave.
4190
- 4191 (h) Any written communication, required by Article 17, between the Company and an
4192 employee on a leave of absence will be via certified or registered United States mail,
4193 return receipt requested, or by United Parcel Service or equivalent, confirmation of
4194 delivery requested.
4195
- 4196 (i) Any change in address must be filed promptly by the employee through
4197 Employee Services. Employee Services may be contacted via e-mail to
4198 Employee.Services@aa.com, or by sending correspondence to Employee Services; P.
4199 O. Box 619616; Mail Drop 5141; DFW Airport, Texas 75261, or by calling Employee
4200 Services at 1-800-447-2000.
4201
- 4202 (j) If any employee is on any leave of absence and he is affected by a reduction in
4203 force, his leave of absence will be terminated, and the provisions of Article 15 will be
4204 applied to the affected employee.
4205
- 4206 (k) The rights of an employee on a leave of absence under the provisions of Articles
4207 17 and 18, in regard to the maximum duration of a leave, Company seniority accrual,
4208 Occupational seniority accrual, Classification seniority accrual, vacation accrual, sick
4209 leave accrual, credited service for pension, and reinstatement rights are listed in the
4210 chart that follows.

	Personal Leave	Union Leave	Overage Leave	Unpaid Sick Leave of Absence (including Maternity)	Unpaid Injury on Duty Leave	Military Leave	Family Leave
Duration of Leave	Up to a total of 12 months	Up to 12 months or term of office	Minimum of 6 work days, up to 1 year	Up to 5 years	Up to 5 years	Up to 5 years	Up to 84 calendar days (12 weeks)
Accrual of Company Seniority	90 calendar days	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave
Accrual of Occupational Seniority	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave, not to exceed 90 calendar days
Accrual of Classification Seniority	None	Duration of the Leave	Duration of the Leave	Up to 30 calendar days	Up to 30 calendar days	Duration of the Leave	Up to 30 calendar days
Vacation Accrual	Up to 60 calendar days, then reduced	Duration of the Leave	Duration of the Leave	Up to 60 calendar days, then reduced	Duration of the Leave	Duration of Leave	Up to 60 days, then reduced
Sick Leave Accrual	None	Duration of the Leave	Duration of the Leave	Up to 60 cal. days, then reduced	Duration of the Leave	Duration of Leave	Up to 30 calendar days
Pension / Credited Service Accrual	None	Duration of the Leave	Duration of the Leave	None	None	Duration of the Leave	Duration of the Leave
Reinstatement Rights	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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ARTICLE 18 – MILITARY LEAVE

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(a) The reemployment and seniority status of any employee, who, while in the active service of the Company, entered the United States Armed Forces or the Merchant Marine of the United States, will be governed by the provisions of the Selective Training and Service Act of 1948, also known as the Uniformed Services Employment and Reemployment Rights Act, as amended, or other applicable law.

(b) Time spent on military leave will count as time worked for purposes of all seniority, including wage rates within the employee's classification and vacation.

(c) An employee granted a leave of absence to go on a tour of duty with the National Guard or other reserve unit will be entitled to the benefits outlined in section (b) above. The employee will provide a copy of his current and subsequent written orders to the Company. Upon request by the employee, he may use any unused vacation or available personal vacation (PV) days during this leave.

(d) The provisions of Article 42(a) will apply if the employee was subject to lay off while on Military Leave provided the employee had the seniority to exercise options either at his own station or the system and subsequently exercises those options upon return to active payroll. Under such circumstances, no adjustments will be made to his seniority (Company, Occupational, and Classification). The Article 44 special moving/optional severance allowance will apply.

(1) An employee on Military Leave of Absence at time of lay off, lacking sufficient seniority to exercise options, will be placed on lay off status. The Military Leave will be terminated until the employee is recalled at which time the employee will be reinstated to Military Leave, if applicable. Appropriate adjustments will be made to Company, Occupational, and Classification seniority.

(2) An employee having sufficient seniority to exercise options at time of lay off although on Military Leave, but who subsequently chooses the lay off option upon return from Military Leave will be placed on the recall list with any adjustments to Occupational and Company as applicable.

(e) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

4249 ATTACHMENT 18.1 – NATIONAL GUARD/RESERVISTS OVERTIME
4250 CLARIFICATION

4251
4252 From: Dennis Quish
4253 To: Marion Finley
4254 Re: National Guard / Reservists Overtime Clarification

4255
4256 October 7, 1991

4257
4258 This letter is to summarize our recent discussions concerning national guard/reservists
4259 overtime eligibility on two week summer active duty, or weekend military drills.

4260
4261 It has been our policy to ask the national guard/reservist for overtime during the above
4262 duty times and charge for a refusal. Recent legislation enacted pursuant to “operation
4263 desert storm” indicates that the above employee is actually on a leave of absence
4264 status from American during active duty periods, or weekend drills.

4265
4266 Due to the above, it is agreed that the national guard/reservist will not be eligible, nor
4267 asked to work overtime during scheduled active duty periods, or weekend drills, due to
4268 his leave of absence status.

4269
4270 (Signed original on file)

ARTICLE 19 – TERMINATION OF EMPLOYMENT

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(a) Employees who are laid off through no fault of their own will be given two (2) weeks' notice in writing or, at the option of the Company, two (2) weeks of pay at straight-time rates, including his base hourly rate plus any applicable license and longevity premium, in lieu of such notice.

(1) The requirement of notice will not apply to a layoff caused by an Act of God or by a strike of the employees of the Company without giving the notice required by the Railway Labor Act, as amended.

(b) Employees who resign will give the Company two (2) weeks notice of resignation in writing. The Company may, at its option, give the employee two (2) weeks of pay at straight time rates, including his base hourly rate plus any applicable license and longevity premium, in lieu of working the notice period.

(c) In the event an employee under this Agreement is laid off, the Company will provide the following continuation of benefits to the employee and his dependents on the same basis as if he were still an active employee:

(1) Current life insurance coverage for a period of thirty-one (31) calendar days.

ARTICLE 20 – BULLETIN BOARDS

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- (a) The Company will provide locked and secured bulletin boards at each station where employees are employed, marked Transport Workers Union of America, AFL-CIO, and the appropriate Local number, for the posting of official notices of Union activities not inconsistent with the Railway Labor Act, as amended. Notices will bear the signature of an officer of the Union and will not contain anything of a defamatory or personal nature attacking the Company or its representatives.
- (b) Bulletin boards will be located in areas that will be easily accessible to employees in each area as agreed to between the parties.

ARTICLE 21 – ROTATION OF SHIFTS

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(a) Whenever and wherever shifts are necessary, such shifts will be on a basis of eight (8) week periods, or shorter periods at line stations. Employees required for the shift work will be rotated on the various shifts at regular intervals in a manner as to provide substantially equal time on all shifts for the employees except as otherwise provided in Article 21(b). It is understood that this provision will not require the rotation of employees assigned to specialized work not subject to shift work, nor will it bar employees from voluntarily accepting steady work on afternoon or midnight shifts.

(b) Subject to the requirements of the service, shifts may be rotated, fixed or bid in accordance with the preference of a majority of the employees at a particular station, shop, or work unit. When fixed or bid shifts are selected, seniority will determine shift work.

(c) Except as provided in this Article, when an employee works more than eight (8) hours in any twenty-four (24) hour period as a result of rotation of shifts, the employee will receive only straight-time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period. When a 4/10's schedule is in place, the intent of this paragraph will apply.

(d) An employee who is required to report for a regular tour of duty less than seven and one half (7.5) hours after the completion of the previous regularly scheduled tour of duty, including overtime, will be paid at the applicable overtime rate for all time worked during the second regular work period.

(e) Except in an emergency, an employee will be given at least seven (7) days notice of all shift changes. If the employee is not given seven (7) days notice, the affected employee will be compensated at one and one half times (1.5X) his base hourly rate for the first day on the new shift.

(f) A Union representative will, upon request of the Local President, 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.

ARTICLE 22 – REGULAR AND RELIEF ASSIGNMENTS

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(a) When a Technician has six (6) or more employees assigned to assist him on a particular project or tour of duty, he will be entitled to and will receive compensation for that period, but in no event less than eight (8) hours, at a rate not less than the rate established for Crew Chief – Aviation Maintenance Technician or Crew Chief – Plant Maintenance Mechanic, as appropriate.

4343 ARTICLE 23 – ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING
4344 CLASSES
4345

4346 (a) When an employee is required by the Company to attend hearings or
4347 investigations, he will be paid for the time required to be spent at the hearing or
4348 investigation in the same manner as though the time was spent at his regular work.
4349

4350 (b) Any employee who is required by the Company to attend training classes during
4351 regular working hours will be paid for time spent in attendance at the classes at his base
4352 hourly rate and the time will be deemed as time spent at his regular work for all
4353 purposes. Any time spent in training outside of regular work hours will be compensated
4354 for, when attendance is required by the Company, at the straight time (1X) rate. An
4355 employee required to travel on any scheduled work day in conjunction with training
4356 away from his station, before, during, or after his regularly scheduled shift will be
4357 compensated at his base hourly rate. In addition, an employee who is regularly
4358 assigned to a shift, which entitled him to shift differential, will continue to receive the
4359 shift differential for time spent in training, as long as he remains assigned to his original
4360 shift. Where a training period results in less than seven and one half (7.5) hours rest
4361 prior to the employee's regular shift in the succeeding workday, the employee will be
4362 paid in accordance with the provisions of Article 6(f).
4363

4364 (c) An employee required to travel on any scheduled day off in connection with
4365 training away from his base station will be compensated for all travel time at one and
4366 one half times (1.5X) his base hourly rate, but in no event for less than four (4) hours.
4367 Travel time in this Article will begin thirty (30) minutes before the scheduled departure of
4368 the flight actually taken by the employee, or any earlier flight for which he stood by, and
4369 will end thirty (30) minutes after the actual gate arrival at the destination airport on the
4370 way to training. Travel time back to the employee's home base will end with the actual
4371 gate arrival at the destination airport.
4372

4373 (d) When the Company provides training on a new or existing type of equipment,
4374 including Automotive/Facilities, or new or existing aircraft or its component parts,
4375 employees at the station regularly performing the type of work involved will be assigned
4376 to the training, to the extent of the number required, where the training is deemed
4377 necessary for their regular work assignments.
4378

4379 (1) The Company will determine the training requirements on new equipment,
4380 new type aircraft, or its component parts at a station. This will include:

4381 (a) The number of employees covered under this Agreement to be
4382 trained.
4383

4384 (b) The shift or shifts from which employees to be trained are selected.
4385
4386

4387 (c) The number of additional employees to be trained as a result of
4388 trained employees being assigned to other shifts by rotation or shift bid or
4389 other reasons.

4390
4391 (d) The type and extent of training to be given employees, including
4392 classroom, on-the-job, or any combination of types of training.

4393
4394 (e) The location of the training and the designated hours of the training,
4395 subject to applicable provisions of the Agreement.

4396
4397 (f) The work, shop, or type of work for which training will be provided.

4398
4399 (2) An employee selected for training under these procedures may be
4400 designated in the order of his occupational seniority, subject to his availability.
4401 When the training is applicable only to certain shifts, work locations, shops, or
4402 types of work, those employees, up to the number required, will be provided the
4403 training. In the event trained employees vacate a shift, work location, shop, or
4404 type of work, the Company will determine the training needs of other employees,
4405 remaining or filling the vacancies, if any. If additional, trained employees are
4406 required, employees assigned to the shift, work location, shop, or type of work
4407 will be provided the training. This may cause training assignments out of
4408 seniority order.

4409
4410 (3) Nothing in these procedures waives the qualification requirements for
4411 employees as set forth in the Qualifications Administration Manual.

4412
4413 (4) Nothing in these procedures is intended to change or alter in any way
4414 existing local procedures applicable to fixed, bid, rotation of shifts, fixed or
4415 rotating days off, intra-station transfers, selection for field work, overtime
4416 distribution, vacation selection, or holiday work.

4417
4418 (5) In the event a senior employee is not assigned to training, his existing
4419 rights under the following Articles will not be affected as a result thereof:

- 4420
4421 Article 3 – Hours of Work
4422 Article 6 – Overtime
4423 Article 8 – Vacations
4424 Article 10 – Seniority
4425 Article 12 – Promotions and Jobs to be Posted
4426 Article 15 – Reduction in Force
4427 Article 16 – Recall From Layoff
4428 Article 21 – Rotation of Shifts
4429 Article 22 – Temporary Project Crew Chief Pay
4430 Article 25 – Recall and Call-In Work

4431

4432 (6) Under these procedures, an employee who is declared the successful
4433 bidder for a promotion to a Crew Chief – Aviation Maintenance Technician or
4434 Inspector classification at his station or another location, must qualify under the
4435 provisions of Article 12. The employee will, however, be given the applicable
4436 qualifying test at his station on the type of aircraft or equipment to which he has
4437 been assigned. Upon successful completion of the qualifying test, the employee
4438 will then be provided whatever additional training the Company may deem
4439 necessary for his new assignment.

4440
4441 (7) Aviation Maintenance Technicians transferring between line stations in
4442 accordance with Article 12(l) will not be required to prove qualifications, other
4443 than established license requirements, if transferring between the same types of
4444 work in comparable type of work combinations or groups as set forth in Article
4445 15.

4446
4447 (8) The following procedures will be followed for filling Aircraft Mechanic
4448 vacancies in a type of work within a Line Station:

4449
4450 (a) When vacancies occur in a type of work, notice of the vacancies
4451 will be posted in the Station. Those requesting to fill the vacancies will be
4452 required to meet the established license requirements for the type of work.

4453
4454 (b) Applicants possessing the necessary licenses will then be required
4455 to take a qualification test administered by the Company. Applicants will
4456 be tested to the extent of the number required to fill the vacancies, in
4457 accordance with their relative seniority.

4458
4459 (c) Those who pass the test will then be assigned to the existing
4460 vacancies in the type of work in accordance with their relative seniority.

4461
4462 (d) An applicant who fails to pass the test will be assigned to
4463 appropriate training. Upon completion of this training, the applicant will be
4464 given another qualification test for the type of work involved. If he
4465 successfully completes the training and passes the qualification test, he
4466 will then be assigned to fill the vacancy.

4467
4468 (e) An applicant who fails to successfully complete the training or pass
4469 the qualification test may reapply for a subsequent vacancy in the type of
4470 work. At such time he will again be required to take the qualification test.
4471 If he fails the test, he will not be eligible for further training and may not
4472 move into the vacancy.

4473
4474 (1) The qualification tests referred to will be drawn up,
4475 administered, and graded in accordance with accepted industry
4476 standards. Their objective will be to provide employees a
4477 reasonable opportunity to prove qualifications for the type of work

4478 involved.

4479

4480 (2) The oral and demonstration portions of these qualification
4481 tests may be witnessed by a Union representative.

4482

4483 (f) Vacancies in a type of work may be filled through system transfer
4484 as prescribed in Article 12(l) or with new hires when there is an insufficient
4485 number of eligible employees to fill the vacancies in the manner
4486 prescribed above. Article 23(d)(7)(d) will not apply to applicants who
4487 apply for the vacancy through system transfer.

4488

4489 (e) Training normally will be scheduled to provide at least seven (7) calendar days of
4490 notice to the employees affected, except in the event of training required to meet
4491 unanticipated conditions such as airworthiness directives, fleet campaign directives, or
4492 vendor instructions. This provision will not require the notice to employees exercising
4493 seniority under Article 15 of this Agreement.

4494

4495 (1) To the extent that work requirements permit, training will be accomplished
4496 during the employee's regular working hours.

4497

4498 (f) When an employee is required to travel outside of his station for training
4499 purposes, he will be paid reasonable, actual expenses for meals, lodging, and
4500 transportation as approved by operating management. Unreceipted expenses will not
4501 exceed, without the approval of the Company, the maximums established by the
4502 Company in the Employee Policy Guide or any successor document.

4503

4504 (g) When an employee is scheduled for a Taxi tow physical outside of his regular
4505 shift, he will be paid for the time spent outside of his regular shift as if it were time spent
4506 at his regular work, and overtime rates would apply, if applicable.

4507 **Attachment 23.1 – Article 23(d) Mechanic and Related**

4508

4509 To: Gary Yingst

4510 From: James B. Weel

4511 Re: Article 23(d) Mechanic and Related

4512

4513 As part of the tentative agreement it was agreed to modify day off training from overtime
4514 rates to straight time rates. During these negotiations the Union expressed a concern
4515 that due to this change, the Company would now commence scheduling training on a
4516 day off above and beyond the historical experience within M&E.

4517

4518 *Although, we cannot guarantee that we would utilize day off training anymore in the*
4519 *future than we have historically scheduled, it is our intent to utilize as we have in the*
4520 *past.*

4521

4522 If the above accurately reflects our understanding, please indicate by signing below.

4523

4524 Signed original on file.

4525

ARTICLE 24 – ABSENCE FROM DUTY

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(a) An employee unable to report for duty will, unless prevented by reasons beyond his control, notify his immediate supervisor or other central point set up for reporting purposes by the Company as far in advance of the scheduled starting time of his shift as possible.

(b) The Company acknowledges the right of an employee to use his sick leave benefit for the purpose intended in this Agreement, as set forth in Article 34. Accordingly, no employee will be disciplined for the use of his sick leave benefit for such purpose.

ARTICLE 25 – RECALL AND CALL-IN WORK

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(a) RECALL

An employee, who has been relieved from duty and has left the premises and who is recalled to duty to perform work not continuous with his next regular work period, will be paid for not less than four (4) hours at the applicable overtime rate, but in no event will he receive less than four (4) hours of compensation at one and one-half times (1.5X) his base hourly rate. Time taken for meals will not terminate a continuous service period.

(b) CALL-IN

When an employee is called to duty to perform work which commences prior to and continuous with his next regular work period, he will be compensated for the actual time worked in accordance with Article 6(a).

(c) CONTACT AWAY FROM THE STATION

When an employee is contacted outside of work for a technical support related question or problem not related to the employee's oversight, he will be paid not less than one (1) hour at his base hourly rate. This provision does not apply to general notice phone calls, offering overtime, or other administrative issues.

ARTICLE 26 – FIELD TRIPS

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(a) When an employee is required to perform work away from his base station on his regularly scheduled workdays, he will be paid at least eight (8) hours [ten (10) hours, if applicable] at his regular day shift hourly rate for each regularly scheduled workday while away from his base station, whether traveling, on call, or working. All time spent, whether traveling, on call, or working, beyond eight (8) hours [ten (10) hours, if applicable] will be compensated in accordance with Articles 3 and 6. All time spent on a field trip will be treated as work time, unless the employee is released from duty.

(b) When an employee is required to perform work away from his base station on his scheduled day off, he shall be paid at least eight (8) hours, or ten (10) hours if on a 4/10's schedule, of compensation at overtime rates, whether traveling, on call, or working.

(c) When an employee is required to perform work away from his base station on a day during which he reported to work at his base station, all continuous time, whether traveling or working, will be computed as working time for all purposes.

(d) A period of seven and one half (7.5) hours or more during which an employee is not traveling or working will break the continuity of paid hours for overtime purposes.

(e) During the field trip assignment, the employee will, while away from his base, be paid reasonable, actual expenses for meals, lodging, and transportation as approved by operating management. Unreceipted expenses will not exceed, without the approval of the Company, the maximums established by the Company in the Employee Policy Guide or any successor document. 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, temporary visas, or any associated fees required to perform the work.

(f) At a station where there is no existing procedure governing the assignment and administration of field trips, a procedure will be established.

ARTICLE 27 – GENERAL

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(a) All orders to and requests from an employee involving transfers, promotions, demotions, layoff, reemployment, leaves of absence, or anything affecting his pay or status, will be in writing.

(b) An employee who permanently transfers at his own request to another classification of work as provided in this Maintenance Agreement, the Fleet Service Agreement, Technical Specialist Agreement or in the Stores Agreement will continue to receive his same hourly rate per hour but, in no event, will his hourly rate exceed the maximum rate for the classification to which he transferred.

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

(c) Employees will be required to wear work clothing that is reasonably suitable and safe for the type of work they are assigned.

(d) Where employees are required by the Company to wear standard Company uniforms, the uniforms, including jackets, will be furnished by the Company, except that in the case of jackets, the Company will reimburse the employee for any laundry or cleaning. Lettering of any description other than standard AA insignia will not be permitted on any work clothing. However, employees may wear the standard TWU insignia on pins and hats. TWU pins may be worn on the Company uniform jackets. Standard uniforms will be exchanged for maternity uniforms upon request.

(e) The Company agrees to furnish first aid kits, good drinking water, and sanitary fountains. The floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions. Shops and washrooms will be lighted and heated in the best manner possible, consistent with the source of heat and light available. At field stations, individual lockers will be provided for all employees, where adequate space and facilities are reasonably available. Every effort will be made, as early as possible, to provide space and lockers for employees at the field stations. Additionally, the Union will have the right to confer with the designated Company official on transportation to and from fields and stations.

(1) No employee will be required to work under unsafe or unsanitary conditions.

(f) In order to eliminate, as much as possible, accidents and illness, a Joint Safety Committee composed of an equal number of Union representatives, not more than five

4638 (5), and Company representatives, not more than five (5), will be established at each
4639 location on the system where employees are stationed. It will be the duty of the Safety
4640 Committee to:

4641
4642 (1) Receive and review Company accident, injury, and job related illness
4643 reports pertinent to the Safety Committee investigation, and make
4644 recommendations to prevent recurrence. (Safety Committee members will
4645 receive copies of available monthly summaries of employee accidents and
4646 injuries and have access, upon request, to specific Company reports resulting
4647 from employee on the job accidents or injuries);

4648
4649 (2) Receive and investigate complaints regarding unsafe and unsanitary
4650 working conditions and make recommendations to resolve the hazards and
4651 complaints;

4652
4653 (3) See that all applicable sanitary and safety regulations are complied with;

4654
4655 (4) Make recommendations for the maintenance of appropriate sanitary and
4656 safety standards.

4657
4658 (5) Joint Safety Committee meetings will be scheduled by mutual agreement
4659 between the Company and the Union.

4660
4661 (6) In the event that the Joint Safety Committee is unable, within sixty (60)
4662 calendar days, to resolve an issue which has been brought to its attention, either
4663 the Company or the Union may submit the issue to the System Joint Safety
4664 Committee which will constitute a board to review the issue. In cities where an
4665 APC (Accident Prevention Council) exists, the TWU Local President will appoint
4666 a representative(s) to participate on the APC. Prior to sending an issue to the
4667 System Joint Safety Committee, all safety issues will be first submitted to the
4668 APC for resolution.

4669
4670 (7) The System Joint Safety Committee will consist of a representative of the
4671 TWU International and a representative of the Company's Safety office. If the
4672 issue is not resolved by the System Joint Safety Committee, either representative
4673 may submit the issue on appeal to the System Board of Adjustment in
4674 accordance with the provisions of Article 29(d) of the Agreement.

4675
4676 (g) The Company will furnish all required safety devices for employees working on
4677 hazardous or unsanitary work; and employees will be required to use or wear the
4678 devices in performing that work. The Company will promptly notify the employees and
4679 the Union of the use of any material, equipment, or procedure known to be hazardous to
4680 employees exposed and the known procedures to control the hazards via a Material
4681 Safety Data Sheet (MSDS). The Company will provide the Union with the results of any
4682 management or government health and safety survey concerning the employees
4683 represented by the Union. When the Company is made aware by the manufacturer or

4684 distributor of a product recall or equipment recall, the Company will take appropriate
4685 action to ensure the safety of its employees. The Company will also notify the Union of
4686 the issue as soon as possible and of any subsequent action that is taken.

4687
4688 (h) Whenever the Company establishes minimum tool requirements for any
4689 classification of employees, copies of the requirements and of any revision to the
4690 requirements will be furnished to the Union. The Union may object to any tool
4691 requirement and discuss the same with the Company, provided it serves notice within
4692 thirty (30) calendar days of receipt of the minimum tool requirements. If agreement
4693 cannot be reached on the objections, the requirements, as established, will prevail; but
4694 the Union may take up the disputed points as a grievance under Articles 31 and 32 of
4695 this Agreement.

4696
4697 (i) Three (3) days of personal emergency leave with pay for death in the immediate
4698 family will be extended to the employees covered by this Agreement. Immediate family
4699 includes mother, father, spouse, eligible domestic partner, sister, step-sister, brother,
4700 step-brother, child (dependent and non-dependent), mother-in-law, domestic partner's
4701 mother, father-in-law, domestic partner's father, step-mother, step-father, the
4702 employee's grandparents, the employee's grandchildren, legal guardian or documented
4703 former legal guardian, or relative who is a resident of the household. To the extent that
4704 NavigAator provides more expansive personal emergency leave benefits, those
4705 benefits will be applied to the TWU-represented employees.

4706
4707 (j) An employee called for jury duty will be paid as if working for all regularly
4708 scheduled hours less the fee received for jury services. The employee will promptly
4709 show his supervisor the jury summons and also show the court's validation of jury
4710 service when completed.

4711
4712 (1) An employee assigned to jury duty for five (5) or more consecutive days
4713 during day time hours will be assigned to the day shift with Saturday and Sunday
4714 as his scheduled days off, effective for the workweek in which jury duty starts.
4715 An employee assigned to other types of jury duty, e.g., telephone standby, single
4716 day jury duty, etc., will have his work schedule adjusted only to the extent
4717 necessary to accommodate the actual jury service requirement.

4718
4719 (2) If there is a question regarding the application of this provision, the
4720 employee's supervisor will contact Employee Relations who will establish a
4721 telephone conference with the TWU International and the local president to
4722 resolve the matter.

4723
4724 (k) Upon ratification and at local orientations of new employees, the Company will
4725 provide each employee with a pocket-size copy of this Agreement as expeditiously as
4726 possible. Spiral bound copies of this Agreement will be provided to the Local Union
4727 Officers, upon request of the Local Union President.

4728

4729 (l) The Company will forward to the Director of the Air Transport Division copies of
4730 Company manuals and publications expressly referred to in the Agreement. Revisions
4731 to those manuals and publications will also be forwarded.
4732

4733 (m) The Company will forward to the ranking Local Union Representative a copy of
4734 the regular crew list schedule for the station. The crew list schedule shall include
4735 scheduled shift hours and scheduled days off.
4736

4737 (n) No employee will be required to participate in a definite bomb scare investigation,
4738 as declared by Company SOC, against his wishes. The Company will provide death
4739 and permanent disability insurance coverage for employees, as set out below,
4740 applicable if a bomb explosion or hazardous material incident in or about American
4741 Airlines facilities or aircraft on the ground is the proximate cause of death or disability:
4742

4743	Death	\$500,000
4744	Total Permanent Disability	500,000
4745	Total Loss of Two Members	500,000
4746	Total Loss of One Member	250,000

4747
4748 Member, as used in this Article, is defined as arm, leg, or eye.
4749

4750 (1) Bomb explosion/hazardous material incident insurance will be handled by
4751 blanket coverage, and employees covered will not have to sign individual
4752 application forms, except for the designation of a beneficiary.
4753

4754 (o) In the event free parking facilities for employees are not available at airport
4755 locations, the Company will assume the monthly parking charge, assessed by the
4756 appropriate authority (airport, port, etc.) for parking in an area designated for
4757 employees. This provision will not apply to replacement or original charges to
4758 employees for parking decals, stickers, gate keys, or similar items. Also, where bus
4759 transportation to and from employee parking facilities is recognized by the Company as
4760 an integral part of the employee parking arrangements that transportation will be at
4761 Company expense.
4762

4763 (p) In the event of the total loss of an employee's tool box and its contents as a result
4764 of fire or theft while the box is located on Company property or while the employee is
4765 traveling and/or working on an authorized Field Trip and stored in a Company
4766 designated area, the Company will provide up to the following amounts towards the
4767 balance of the replacement cost of the tool box:
4768

4769 (1) \$3,800 for the loss of a "Rollaway" toolbox,
4770

4771 (2) \$600 for the loss of a "Tote Box/Kit Bag".
4772

4773 (a) This benefit only applies to the entire loss of a toolbox and its
4774 contents. It does not cover loss of individual tools. Only tools required by

4775 the established tool list for the employee's classification will be considered
4776 for replacement. In the event an employee transfers from one station to
4777 another, the Company will arrange for the shipping and replacement
4778 insurance for the employee's toolbox.

4779
4780 (q) No employee will incur any cost associated with the initial issue or renewal of
4781 Company or associated Airport/Base required ID badges. When possible, an employee
4782 who is required to obtain or renew airport badges will be afforded that opportunity during
4783 his scheduled shift.

4829 (h) The attachment on the following page is agreed to by the parties and is
4830 incorporated as part of the Agreement.

4831 ATTACHMENT 28.1 – CR1 REGARDING SEXUAL HARASSMENT

4832

4833 From: Mark Burdette

4834 To: John Orlando

4835 Re: CR1 Regarding Sexual Harassment

4836

4837 October 30, 1996

4838

4839 You have inquired as to the Company policy concerning CR1 entries concerning
4840 investigations of sexual harassment.

4841

4842 Following some research, I have determined that the Company policy in this regard is
4843 as follows:

4844

4845 If there is an investigation of sexual harassment and the charged employee is found to
4846 be exonerated of the charges, no entry regarding the charge or investigation will be
4847 made in the CR1. Any entry previously made will be deleted from the CR1.

4848

4849 In other cases, a CR1 entry, if any, will reflect the nature of the discussion with the
4850 employee. As always, the employee has the prerogative of reviewing the CR1 entry and
4851 providing any additional information desired.

4852

4853 (Signed original on file)

ARTICLE 29 – REPRESENTATION

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(a) The Union may select and designate representatives in the respective fields, stations, shops, and other working units as may be necessary for the purpose of representing the employees under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended. The number of representatives that confer with management at any one time on any issue, including meetings convened under the provisions of Article 29(f), will not exceed the number of management employees present plus one (1) additional representative to act in the capacity of a scribe.

(b) The Union may designate an American Airlines System Coordinator for the employees, covered by this Agreement.

(c) The Union will notify the Company, in writing, of the names of its Accredited Representatives at each station and the System Coordinator and of any subsequent changes in the personnel. The Company will inform the Union, in writing, of the supervisors that the Accredited Representatives and the System Coordinator will deal with and any subsequent changes in the personnel.

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

(d) 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 and 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 within fifteen (15) calendar days. Disputes in respect to actual grievances will be handled exclusively according to the provisions of Article 31, Grievance Procedure.

(1) This provision will apply to Local Presidents with respect to improper application or interpretation of the Agreement affecting a group of employees within the jurisdiction of their local union. The protest will be filed with the appropriate Chief Operating Officer of the Company.

4899 (2) When an actual grievance has been filed other than under this paragraph,
4900 an Accredited International Representative or Local Union President may rescind
4901 the grievance and initiate a protest under this paragraph within ten (10) calendar
4902 days after the rescission.
4903

4904 (e) If no settlement is reached under Article 29(d), an appeal may be made, in
4905 writing, within thirty (30) calendar days to the System Board of Adjustment established
4906 under Article 32.
4907

4908 (f) The Union does not question the right of the Company supervisors to manage
4909 and supervise the work force and make reasonable inquiries of employees, individually
4910 or collectively, in the normal course of work. In meetings for the purpose of
4911 investigation of any matter which may eventuate in the application of discipline or
4912 dismissal, or when written statements may be required, or of sufficient importance for
4913 the Company to have witnesses present, or to necessitate the presence of more than
4914 one Company supervisor, or during reasonable cause or post accident drug/alcohol
4915 testing as provided in Article 29(h), the Company will inform the employee of his right to
4916 have Union representation present. If the employee refuses representation, the
4917 supervisor's record will reflect his refusal.
4918

4919 (1) At the start of a meeting under the provisions of Article 29(f), the Company
4920 will, except in rare and unusual circumstances, indicate the reason that causes
4921 the meeting and then provide an opportunity for the employee and his Union
4922 representative to confer for a reasonable period of time. Following that period,
4923 the 29(f) meeting will be reconvened and continue until concluded by the
4924 supervisor.
4925

4926 (2) Before written notification of discipline or dismissal is given, an employee
4927 will be afforded the opportunity to discuss the matter with his supervisor. If he
4928 desires, he will have a Union representative in the discussion. Nothing will be
4929 construed as preventing the Company from holding an employee out of service
4930 pending the investigation, provided that the employee will be paid for all regularly
4931 scheduled hours while held out of service, except when he is withheld for:
4932

4933 (a) Action constituting a criminal offense, on or off duty.
4934

4935 (b) Refusal or adulteration of an alcohol/drug test or verified positive
4936 drug or confirmed positive alcohol test from the date on the letter of
4937 verification/confirmation.
4938

4939 (c) Failure to cooperate with an investigation.
4940

4941 (g) Employees covered by these Agreements who are interviewed by a Company
4942 Security Department representative as part of a Security Department investigation may,
4943 upon request, have an Accredited Representative present during the interview. If a
4944 local Representative is not readily available after the request, the Company's Security

4945 Department will not be required to wait for his availability before conducting its interview.
4946 However, the employee in that circumstance may request the presence of another TWU
4947 represented employee to be present. The role of the Representative will be that of a
4948 silent observer only. The Representative may in no way interfere nor impede the
4949 Security Department's investigation and/or interview.
4950

4951 (h) Employees who are required to take a reasonable cause or post accident
4952 drug/alcohol test by the Company may, upon request, have a TWU representative
4953 present as a witness during those parts of the specimen collection process indicated
4954 below.

4955
4956 (1) In those stations where a local TWU representative is not readily
4957 available, the Company will delay the test for up to one (1) hour from the time the
4958 employee requests or is notified of his right to union representation, whichever
4959 occurs first, in order to allow the first available representative to be present at the
4960 medical facility.

4961
4962 (2) If normal travel time to the medical collection facility exceeds one (1) hour,
4963 then the one (1) hour waiting period will be extended by the amount of travel time
4964 in excess of one (1) hour. This is in accordance with the FAA's directive of July
4965 1990, which prohibits the presence or absence of a union representative from in
4966 any way hampering or delaying the collection process.

4967
4968 (3) Only one (1) TWU representative will be allowed to accompany the
4969 employee to the medical collection facility and into the area where the medical
4970 collector opens the drug testing kit, completes the relevant paperwork, and
4971 secures the kit after completion of the collection process. The TWU
4972 representative will be allowed to witness the opening of the collection kit by the
4973 collector, the documentation of the chain of custody procedure by the collector
4974 and the employee, and the packaging and sealing of the kit for shipment
4975 following the collection. The union representative will not be allowed to
4976 accompany the employee or collector into the restroom.

4977
4978 (4) In accordance with the FAA's directive of July 1990, no TWU
4979 representative will engage in any activity, which disrupts the collection process.
4980 Should the TWU representative engage in disruptive activity, the Representative
4981 will be required by the Company's Supervisor to wait in the employee/patient
4982 waiting area until the collection process and paperwork has been completed.
4983 This is pursuant to the FAA's directive.

ARTICLE 30 – DISMISSAL

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(a) An employee who has passed his probationary period will not be dismissed from the service of the Company without written notification of that action. The notification will include the reason or reasons for his dismissal. Appeal from dismissal will be made, in writing, by the employee within seven (7) calendar days after receiving the notification and will be addressed to the Chief Operating Officer, with a copy to the appropriate Human Resources Office. The Chief Operating Officer will fully investigate the matter and render a written decision as soon as possible, but not later than twelve (12) calendar days following his receipt of the appeal, unless mutually agreed otherwise. A copy of the written decision will be provided to the Union.

(1) Inability of the Chief Operating Officer to complete the investigation and render his decision within twelve (12) calendar days will permit the Union to file directly for arbitration and 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.

(b) If the decision of the Chief Operating Officer is not satisfactory to the employee, the dismissal and decision will be appealed in accordance with Article 30(c), provided, however, the appeal must be submitted within twenty (20) calendar days of receipt of the decision rendered by the Chief Operating Officer.

(c) An appeal from the decision of the Chief Operating Officer will be submitted to the appropriate Area Board of Adjustment in accordance with Article 32. The System Board of Adjustment will docket the case and, if the procedural requirements for the appeal have been satisfied, promptly transmit the appeal papers to the appropriate Area Board of Adjustment in accordance with Article 32. Any dispute as to whether all of the procedural requirements for the appeal have been satisfied, or whether the case is within the jurisdiction of an Area Board, will be determined by the System Board of Adjustment, except as provided in Article 32(c)(5).

ARTICLE 31 – GRIEVANCE PROCEDURE

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(a) An employee who believes that he has been unjustly dealt with, or that any provision of this Agreement has not been properly applied or interpreted, or against whom the Company has issued written disciplinary action, may submit his grievance in person or through his representatives within seven (7) calendar days. The grievance will be presented to his immediate supervisor, who will evaluate the grievance or complaint and render a written decision as soon as possible, but not later than seven (7) calendar days following his receipt of the grievance. Inability of the immediate supervisor to complete the investigation and render his written decision within the respective time limits will permit the Union to move directly to the next step of the grievance process.

(b) If the written decision of the immediate supervisor is not satisfactory to the employee whose grievance is being considered, it may be appealed within ten (10) calendar days to the Chief Operating Officer, with a copy to the appropriate Human Resources Office. The Chief Operating Officer will fully investigate the matter and will render a written decision as soon as possible, but not later than twelve (12) calendar days, unless mutually agreed otherwise, following his receipt of the appeal. A copy of the written decision will be provided to the Union.

(1) Inability of the Chief Operating Officer to complete the investigation and render his decision within twelve (12) calendar days will permit the Union to file directly for arbitration and result in a 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.

(c) If the decision of the Chief Operating Officer is not satisfactory to the employee, the grievance and the decision may be appealed to the System Board of Adjustment, as provided for in Article 32. The appeal must be submitted within twenty (20) calendar days of receipt of the decision rendered by the Chief Operating Officer.

(d) All grievances handled under the procedure provided above will be in writing and will be signed by the employee whose grievance is being handled. In cases in which the aggrieved employee authorizes his representative to handle his grievance for him, the submission of the grievance or appeal will be accompanied by a statement, signed by the employee, fully authorizing his representative to act for him in the disposition of his grievance. Two (2) copies of all grievance answers will be given to the Local Union.

(e) An employee who has a grievance may present his grievance to his immediate supervisor during regular work hours. An Accredited Representative of the Union may investigate, discuss, and present a grievance of an employee or employees during regular work hours without suffering loss of pay for time so spent.

5058 (f) If any decision made by the Company under the provisions of this Article is not
5059 appealed by the employee affected within the time limit prescribed for appeals, the
5060 decision of the Company will become final and binding.

5061
5062 (g) If, as a result of a decision in any of the steps of the grievance procedure, an
5063 employee is exonerated, all related disciplinary records will be removed from the
5064 employee's personnel file. In addition, if he has been held out of service, he will be
5065 reinstated without loss of seniority, and he will be paid at regular rates for his regularly
5066 scheduled hours.

5067
5068 (h) When it is mutually agreed that a stenographic report is to be taken of any
5069 hearing, in whole or in part, the cost will be borne equally by both parties to the dispute.
5070 When it is not mutually agreed that a stenographic report of the proceedings is to be
5071 taken, any written record available of the hearing made by either of the parties to the
5072 dispute will be furnished to the other party to the dispute upon request, provided that the
5073 cost of the written record requested be borne equally by both parties to the dispute.

5074
5075 (i) Upon the request of an Accredited Union Representative, the Company will
5076 inform the Union of its decision on any grievance regarding which a formal hearing or
5077 investigation has been held at which the aggrieved employee was not represented by
5078 his Accredited Union Representative.

ARTICLE 32 - BOARDS OF ADJUSTMENT

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(a) Boards of Adjustment

(1) Pursuant to the provisions of the Railway Labor Act, as amended, the parties have established a System Board of Adjustment, and Area Boards of Adjustment for employees covered by this Agreement.

(2) The Boards will have jurisdiction only over disputes between the Company and the Union or any employee or employees governed by this Agreement growing out of grievances involving interpretation or application of this Agreement, including disputes over the content of an employees personnel file, whether hard copy or electronic, to the extent such information can be used for discipline. The Boards will have no jurisdiction, whatsoever, over proposals or disputes relating to general changes in hours of work, rates of pay, rules or working conditions. Proposals relating to general changes in hours of work, rates of pay, rules or working conditions will be handled in the manner provided for in Article 47 of this Agreement. Board Hearings may be postponed, in writing, by mutual agreement of the Director of the Air Transport Division and the Vice President – Employee Relations, or their respective designees.

(b) System Board of Adjustment

(1) The System Board of Adjustment will be composed of a Company member, a Union member and a neutral referee, acting as Chairman. The neutral referee will serve for an indefinite term; however, either party may cause the services of the neutral referee to be terminated, except in cases already submitted to him that are pending a decision, by giving written notice to the other party and to the neutral referee.

(2) If a neutral vacancy occurs and the Company and the Union cannot agree on a successor within thirty (30) calendar days, the American Arbitration Association will be requested to select a neutral in the manner described in Rule 12 of its Voluntary Labor Arbitration Rules, as amended.

(3) The System Board will hear and determine all disputes properly before it, which are not within the jurisdiction of the Area Boards.

(4) The System Board will meet in the city where the general offices of the Company are maintained, unless a different location is agreed upon by the Director of the Air Transport Division and the Vice President – Employee Relations, or their respective designees.

(c) Area Boards of Adjustment, Discipline and Dismissal Cases

5124 (1) Area Boards of Adjustment will be maintained in the city where the office
5125 of the appropriate Local Union is maintained, unless a different place of meeting
5126 is agreed upon by the parties to the dispute. The jurisdiction of each such Board
5127 will be limited to discipline and dismissal cases arising in the area in question,
5128 except as provided in Article 32(c)(5).
5129

5130 (2) Each Area Board will be composed of one member appointed by the
5131 Company, one member appointed by the Union, and a neutral referee acting as
5132 Chairman. However, by mutual agreement of the Local Union and the
5133 appropriate Human Resources Office, an additional neutral referee may be
5134 selected to hear Area Board cases scheduled in cities other than those
5135 designated in the above paragraph. Members of the Area Boards appointed by
5136 the parties will serve at the pleasure of the party making the appointment, except
5137 that a Board member will continue to serve until his successor has been
5138 appointed. Each neutral referee will serve for an indefinite term; however, either
5139 party may cause the services of a neutral referee to be terminated, except in
5140 cases already submitted to him that are pending a decision, by giving written
5141 notice to the other party and to the neutral referee.
5142

5143 (3) If the position of a neutral referee of an Area Board becomes vacant and
5144 the Company and the Union cannot agree on a successor within thirty (30)
5145 calendar days, one will be selected in the same manner as the filling of a
5146 vacancy under Article 32(b)(2).
5147

5148 (4) Each Area Board will hold hearings at a location in its city, mutually
5149 agreed upon by the Local Union and the appropriate Human Resources Office.
5150

5151 (5) In order to expedite Area Board hearings, the parties may agree to hear
5152 procedural issues, such as alleged Article 29(f) violations, timeliness issues, or
5153 jurisdictional issues, prior to the presentation of the merits of the case.
5154

5155 (d) Procedures Generally Applicable to the Boards
5156

5157 (1) All disputes referable to the Boards will be sent to the appropriate Board
5158 based on the primary issue in dispute. Any disagreement as to which Board has
5159 jurisdiction will be resolved by the System Board.
5160

5161 (2) An appeal to a grievance decision arising out of Articles 29, 30, and/or 31
5162 will be submitted in writing, as provided below, and will include the following
5163 information:
5164

5165 (a) The name, personnel number, job classification, and the number of
5166 the Local Union for the employee(s) involved;
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5168 (b) A statement that the provisions of Articles 29, 30, and/or 31 have
5169 been exhausted;

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(c) A statement of the nature of the dispute, including the articles in question, and whether the dispute involves discipline/discharge or a contract interpretation or application;

(d) The position or contention of the party filing the submission;

(e) The remedy sought.

(3) The written appeal will be sent to the International TWU in the form of a petition. The International TWU will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Employee Relations Department. The appeal must be received by the Company within the time limits described in Article 31. The scheduling of cases to be heard before the Boards is an administrative matter addressed by mutual agreement between the Union and the Company. Any disagreement as to which Board will be the appropriate board will be determined by the System Board.

(4) Unless the parties agree otherwise, the case with the lowest docket number pending before a Board will be scheduled first. The aforementioned scheduling procedure will be followed until there are a sufficient number of cases scheduled to insure full days of hearing. Cases so scheduled but not heard for lack of time will be rescheduled in accordance with the above scheduling procedure.

(5) If the Director of the Air Transport Division and the Vice President – Employee Relations, or their respective designees, designated Company representative and the designated Union representative for any Board jointly consider a case of sufficient urgency and importance to warrant an expedited hearing, a hearing will be scheduled within fifteen (15) calendar days of the decision to expedite the case.

(6) Employees and the Company may be represented at Board hearings by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. The advocates will exchange all documents they may enter and the names of witnesses they may call in their direct case no later than ten (10) calendar days prior to the date set for the hearing. Nothing in this paragraph will require either advocate to present the documents or the witnesses provided above during the course of the hearing. The advocates will not be restricted from entering documents or calling witnesses that become known subsequent to the ten (10) calendar day exchange, provided a minimum of forty-eight (48) hours notice is provided to the other party and copies are submitted to the other party prior to the presentation of the direct case. The party receiving the late document or witness has the option to postpone the hearing in light of the new document or witness.

5216 (7) Upon the request of either party to the dispute, or of two (2) Board
5217 members, the neutral referee will summon witnesses to testify at Board hearings.
5218 The Company will cooperate to ensure that all witnesses summoned by the
5219 board will appear in a timely fashion. Reasonable requests by the Union for
5220 employee witnesses will be honored. The requests for witnesses will normally
5221 not be greater than the number, which can be spared without interference with
5222 the service of the Company. Disputes arising from this provision will be
5223 immediately referred to the Director of the Air Transport Division and the Vice
5224 President – Employee Relations, or their respective designees, for resolution.
5225

5226 (8) A majority vote of all members of a Board will be sufficient to make a
5227 finding or a decision with respect to any dispute properly before it, and such
5228 finding or decision will be final and binding upon the parties to such dispute. The
5229 Union and Company will at all times have their respective Board members
5230 available at the convenience of the various neutral referees, and alternate
5231 members will be provided by the Union or Company, as the case may be,
5232 whenever its regular Board member is not available. If an alternate member is
5233 not provided within a reasonable period of time, the neutral referee will proceed
5234 with the hearing and decision of the matters before the Board without
5235 participation by the absent member. In that case, the decision of the neutral
5236 referee will constitute the decision of the Board.
5237

5238 (9) The failure of a Board to decide a dispute under the procedure established
5239 in this Agreement will not serve to foreclose any subsequent rights or procedures
5240 which the Railway Labor Act, as amended, may provide with respect to the
5241 settlement of those disputes, and nothing in this Agreement will be construed to
5242 limit, restrict or abridge the rights or privileges accorded to either the employees
5243 or to the employer, or to their duly Accredited Representatives, by said Act.
5244

5245 (10) Board findings and decisions will be stated in writing and will be rendered
5246 within thirty (30) calendar days from the close of hearing, unless the period is
5247 extended by agreement of the parties to the dispute. In each case a copy of the
5248 finding or decision will be furnished to the Company, the Union, and the
5249 employee or employees that are parties to the dispute. If a dispute arises as to
5250 the interpretation of the finding or decision, then, upon request of the Company,
5251 the Union or the employee or employees that are parties to the dispute, the
5252 Board will interpret the finding or decision.
5253

5254 (11) The System Board and each Area Board will keep complete and accurate
5255 records of all matters submitted to it and of all findings and decisions made. A
5256 stenographic record at all Boards will be taken if requested by either party to the
5257 dispute. In that case, the cost of such record will be borne by the requesting
5258 party. The other party, upon request, will be furnished a copy of the record, in
5259 which case the cost of that record will be borne equally by both parties to the
5260 dispute.
5261

5262 (12) Each party will assume the compensation, travel expense and other
5263 expenses of its Board members or the witnesses it summons.
5264

5265 (13) So far as space is available, witnesses who are employees of the
5266 Company will receive free transportation over the lines of the Company from the
5267 point of duty or assignment to the point at which they must appear as witnesses
5268 and return, to the extent permitted by law.
5269

5270 (14) Each Board, upon agreement of a majority of its members, will have the
5271 authority to incur expenses necessary for the proper conduct of the business of
5272 the Board. Those expenses, as well as the expense of each neutral referee, will
5273 be shared equally by the parties. Union Board members who are employees of
5274 the Company will be granted necessary leaves of absence for the performance of
5275 their duties as Board members. So far as space is available, the Board members
5276 will be furnished free transportation over the lines of the Company for the
5277 purpose of attending Board meetings to the extent permitted by law.
5278

5279 (15) Every Board member will be free to discharge his duty in an independent
5280 manner, without fear that his individual relations with the Company, the Union or
5281 with the employees may be affected in any manner by any action taken by him in
5282 good faith in his capacity as a Board member. Each party will specifically instruct
5283 each Board member selected that he will at all times, while serving in that
5284 capacity, act not as a partisan or advocate of a partisan group or cause but will
5285 act and serve solely to render impartial findings and just decisions.
5286

5287 (e) Procedures for Finalizing Awards: The following procedures are provided in
5288 order to standardize the arbitration process and avoid any controversy regarding the
5289 deliberations and discussions associated with the publication of System and Area Board
5290 of Adjustment awards:
5291

5292 (1) Executive Sessions for every case should take place at the conclusion of
5293 the Hearing, or at such time as agreed upon by a majority of the Board at the
5294 conclusion of the Hearing. This postponed session may be necessary due to the
5295 submission of briefs or other post-hearing issues, and should be the exception,
5296 not the rule.
5297

5298 (2) An arbitrator's draft decision, distributed to the Board unsigned, may be
5299 changed to any extent agreeable to a majority of the Board. A written decision,
5300 once executed and signed by the neutral arbitrator, may only be modified as to
5301 content by agreement of all Board members.
5302

5303 (3) The Board members are not to discuss the decision of the Board with
5304 anyone other than the Board members prior to the publication of the award by
5305 the Administrator of the System Board.
5306

5307 (4) No ex-parte communication concerning the case (that is, discussion held
5308 without the presence of the full Board) are permitted at any time.

5309
5310 (5) The details of the Board's deliberations must be held confidential by virtue
5311 of the Board's intended neutrality. No Board member should divulge the nature
5312 or content of the discussions held between the Board members in reaching their
5313 decision.

ARTICLE 33 – NO STRIKE – NO LOCKOUT

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(a) It is the intent of the parties to this Agreement that the procedures set forth in this Agreement will serve as a means of amicable settlement of all disputes that may arise between them, and, therefore:

(1) The Company will neither cause nor permit a lockout during the life of this Agreement.

(2) Neither the Union nor the employees will engage in a strike, sitdown, walkout, stoppage, slowdown, or curtailment of work for any reason during the life of this Agreement.

ARTICLE 34 – SICK LEAVE/UNUSED SICK LEAVE

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(a) An employee who completes six (6) months of service with the Company will be credited with three point three (3.3) hours of sick leave for every one hundred and seventy-three point three (173.3) hours paid during that six (6) month period, to a maximum of twenty (20) hours, for use during the calendar year in which the initial six (6) months period is completed.

(b) Upon being credited with the initial hours of sick leave, an employee will thereafter accrue three point three (3.65) hours of sick leave for every one hundred and seventy-three point three (173.3) hours paid of service with the Company, up to a maximum of forty (40) hours in any calendar year. Except for the initial six (6) months of credit, sick leave accrued during a calendar year will not be used prior to January 1 of the following year.

(c) Unused sick leave will be cumulative up to a maximum of one thousand and two hundred (1,200) hours.

(d) Except as specified in Article 34(h)(1) and 34(h)(2), only days absent due to illness or injury of the employee which are not compensable under the applicable Workmen's Compensation Laws will be paid for from his allowed sick leave. On any single occurrence, provided the employee has sick leave available, up to the first sixteen (16) hours of absence will be paid at fifty percent (50%). For example, if the employee misses one (1) day, he would receive four (4) hours of SK and four (4) hours of SKU. If the employee misses two (2) days, he would receive eight (8) hours of SK and eight (8) hours of SKU. If the occurrence should extend beyond sixteen (16) hours of absence, all subsequent hours of sick leave within that occurrence will be paid at one hundred percent (100%) to the extent the employee has sick leave available.

(e) The intended purpose of the sick leave benefit is to protect the earnings of the employee during necessary absence from work due to illness or injury, and to aid the employee in meeting bills when sickness or injury have temporarily taken away his ability to work. The parties acknowledge that the statements in the booklet entitled, "Attendance Control Guidelines and the Sick Leave Benefit", originally distributed in August of 1969, do not conflict with the rights of employees under this Agreement. Accordingly, the Company will take the following actions before issuing a disciplinary notice for unsatisfactory attendance to an employee with a sick leave balance when such disciplinary notice considers occasions of absence involving sick leave.

(1) The supervisor will conduct a full discussion with the employee concerning his attendance record.

(2) If abuse of the sick leave policy referred to in Article 34 is suspected, the employee will be so advised of the reasons for suspected abuse. The employee may request those reasons in writing.

5372 (3) Requiring the employee to provide a doctor's slip stating he was treated
5373 for an illness or injury for sick leave eligibility in accordance with Article 34.

5374
5375 (4) A disciplinary notice issued subject to these conditions and actions will
5376 include the charge of suspected abuse of sick leave in connection with the
5377 involved absence(s).

5378
5379 (5) These procedures will not apply to any incident where an employee is
5380 charged with the fraudulent abuse of the sick leave benefit.

5381
5382 (f) When an employee has a sick leave balance, it will not be the policy of the
5383 Company to require a slip from his doctor stating treatment for an illness or injury for all
5384 absences of one (1) to three (3) days in order for an employee to be eligible for sick
5385 leave pay, however, the Company reserves the right to require a doctor's slip whenever
5386 circumstances indicate suspected abuses of the sick leave policy.

5387
5388 (1) Any employee suspected of abusing sick leave and who may be required
5389 to furnish a doctor's slip stating that he was treated for an illness or injury will first
5390 have the circumstances leading to the suspicion fully discussed with him. He
5391 may, if he so desires, have a Union representative present during the discussion.
5392 Subsequent to this discussion, if the Company decides that a doctor's slip is
5393 required, he will be given written notice of this requirement. Upon request of the
5394 employee, the specific reasons for the suspected abuse will be supplied to him,
5395 in writing. The requirement for this slip from the doctor will expire ninety (90)
5396 calendar days from the effective date of the written notice.

5397
5398 (2) Upon request of the Local Union President, any employee claiming
5399 harassment as a result of being required to furnish a doctor's slip will have the
5400 opportunity to present his written claim for relief to a panel composed of the Vice
5401 President – Employee Relations and the Director of the Air Transport Division or
5402 their designee.

5403
5404 (3) In the event the employee's claim is determined to be valid, the employee
5405 will have eight (8) hours of sick pay added to his sick leave account. In the event
5406 it is determined to not be valid, the employee will forfeit eight (8) hours of sick
5407 pay from his sick leave account.

5408
5409 (g) When an employee, including a probationary employee, is on a leave of absence
5410 due to illness or injury, classification seniority will continue to accrue for a period not to
5411 exceed thirty (30) calendar days for any period of leave.

5412
5413 (h) During an employee's absence due to an occupational illness or injury
5414 compensable under the applicable Workmen's Compensation Law, he will receive from
5415 the Company the following benefits:

5416

5417 (1) For the first ten (10) work days absent, the difference between his regular
5418 pay (including shift differential) and Workmen's Compensation payments;

5419
5420 (2) At the conclusion of the period referred to in (1) above, a disabled
5421 employee drawing Workmen's Compensation may, at his option, draw upon his
5422 accrued sick leave up to the extent of his accrual at the rate of up to one half
5423 regular pay (including shift differential). However, the sum of his Workmen's
5424 Compensation weekly payments plus his sick pay benefits will not exceed the
5425 employee's regular base weekly pay (including shift differential). Corresponding
5426 deductions will be made from his available sick leave accrual. Deductions will be
5427 to the nearest 0.1 of an hour up to a maximum of one-half day of sick leave.

5428
5429 (3) These benefits will be in lieu of any other payment provided for in this
5430 Article for all absences due to the same illness or injury.

5431
5432 (i) In the event that the Company challenges the payment of benefits under Article
5433 34(h), occurring during the statutory waiting period under the applicable state
5434 Workmen's Compensation Laws, the employee will receive pay continuance for his
5435 regularly scheduled hours at his base hourly rate from the Company up to the maximum
5436 days provided in the waiting period. The challenged payment by the Company will be
5437 resolved in the following manner:

5438
5439 (1) The Company or the employee may, within seven (7) calendar days,
5440 appeal in writing through a review panel composed of a representative of the
5441 TWU International and the Vice President – Employee Relations, which will hear
5442 and resolve the case. The panel will be limited to determining whether the pay
5443 continuance, made to the employee under this provision, will be considered a
5444 benefit under Article 34(d) or 34(h), or whether the employee should return to the
5445 Company the benefit he received under this provision. In the event the panel is
5446 unable to resolve the issue, the case may be submitted to the System Board of
5447 Adjustment for final and binding resolution.

5448
5449 (2) If the Company or the employee fails to appeal the challenged payment,
5450 the pay continuance benefit will be considered payment under Article 34(d), and
5451 will be charged to the sick leave benefit.

5452
5453 (j) The employees and the Union recognize their obligations to prevent absence for
5454 reasons other than illness or injury, or other abuse of the sick leave privilege, and
5455 pledge their wholehearted cooperation to the Company to prevent abuse.

5456
5457 (k) A lump sum payment for his unused sick leave hours, if any, will be made to
5458 each employee upon the employee's effective date of retirement.

5459
5460 (1) For each eight (8) hours of unused sick leave, the Company will pay an
5461 employee, twenty-five dollars (\$25.00). For example: An employee retires on
5462 January 1, 2001. He has a total accumulation of one thousand and two hundred

5463 (1,200) hours of unused sick leave. Following that date, the employee will
5464 receive a lump sum payment of three thousand seven hundred fifty dollars
5465 (\$3,750).

5466
5467 (2) Hours of unused sick leave in Article 34(k) will mean those hours credited
5468 or accrued in each calendar year and limited to the cumulative maximum in the
5469 manner provided under the provisions of Article 34(c) and not used by the
5470 employee up to the date of retirement.

5471
5472 (l) The attachments on the following pages are agreed to by the parties and are
5473 incorporated as part of the Agreement.

5474 ATTACHMENT 34.1 – COMPENSATION CLAIM (ID) PANEL

5475

5476 From: Charles Pascuito

5477 To: Ernest Mitchell

5478 Re: Compensation Claim (ID) Panel

5479

5480 February 18, 1978

5481

5482 Procedures for the Company and employees to follow on occasions when injury-on-duty
5483 payments during statutory waiting periods are challenged, as outlined in Article 34(h),
5484 are as follows:

5485

5486 1. The Company will notify the employee in writing that payment for alleged
5487 injury on duty is being challenged.

5488

5489 2. The employee may appeal by a written protest jointly addressed to his
5490 supervisor and the local union ranking official.

5491

5492 3. The appeal may be submitted to the Special Injury On Duty Panel
5493 provided under Article 34 within thirty (30) days of notice of protest to the
5494 supervisor. If the issue is not resolved by the Special Injury On Duty Panel, it will
5495 be submitted to a designated permanent referee who will render an immediate
5496 decision, without a written opinion within twenty-four (24) hours of the hearing.

5497

5498 4. Expenses for the hearing before the special designated referee will be
5499 borne in the same manner as for grievances under the Agreement.

5500

5501 (Signed original on file)

5502 ATTACHMENT 34.2 – SICK LEAVE AND IOD APPLICATIONS

5503

5504 From: James B. Weel

5505 To: James C. Little

5506 Re: Sick Leave and IOD Applications

5507

5508 March 31, 2003

5509

5510 This will confirm our understanding reached during the negotiations leading up to the
5511 agreement signed on April 15, 2003.

5512

5513 During these negotiations, the parties agreed to modifications to the manner in which
5514 sick leave is accrued and paid. Additionally, the parties agreed to modifications to the
5515 manner in which IOD salary continuance is paid. The implementation plan of these
5516 items is detailed below and constitutes the required method to reach the targeted
5517 savings.

5518

5519 Sick Leave

5520

5521 On December 31, 2003, all employees in the TWU Title Groups will be credited with
5522 sick leave based upon our agreed to changes. Sick leave is awarded based on 5/12ths
5523 of a day (3.65 hours in the M&R Agreement) per each 173.3 paid hours period. The
5524 maximum credit is five (5) days (40 hours in the M&R Agreement) per calendar year.

5525

5526 There is no change to the maximum accrual of one hundred eighty (180) days.
5527 Additionally, there is no change to the sick bank of each employee as of January 01,
5528 2003.

5529

5530 Effective on May 01, 2003, in Title Group I and Title Group II only, payment for sick
5531 leave will be at 50% of the employee's base rate for the first sixteen (16) hours, of any
5532 single occurrence.

5533

5534 Injury On Duty – Salary Continuance

5535

5536 The parties agreed to modification of the IOD – Salary Continuance provision. In order
5537 to transition from the eighty (80) days of salary continuance to the new ten (10) days of
5538 salary continuance, employees, who are receiving salary continuance on the basis of
5539 the eighty (80) day application for an injury or illness that occurs prior to April 15, 2003,
5540 will continue to draw salary continuance on the basis of the eighty (80) day application
5541 through April 30, 2003. For those employees, salary continuance will end as of May 01,
5542 2003.

5543

5544 Example: Employee "A" has used 74 days of IOD as of 4/15/03. This employee
5545 would continue to receive IOD pay for six (6) more days up to the eighty (80) days.
5546 Emp. B has used 45 days of IOD as of 4/15/03, he/she will continue on IOD, if
5547 necessary, till 4/30/03.

5547

5548 For those employees who incur an illness or injury during the period of April 15, 2003,
5549 through April 30, 2003, the salary continuance payment will be for ten (10) work days.
5550 For those employees, salary continuance will end after payment of ten (10) work days.
5551
5552 If an employee incurs an illness or injury on or after May 01, 2003, the Company will
5553 pay the employee up to ten (10) work days of salary continuance (ID) for each separate
5554 illness or injury.
5555
5556 (Signed original on file)

ARTICLE 35 – TEMPORARY EMPLOYEES

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(a) Temporary employees will not be employed during the duration of this Agreement, unless there is a mutual consent between the Vice President – Employee Relations and the TWU Director Air Transport Division or his designee.

(b) Temporary employees may be hired by the Company to accomplish and perform work of any emergency nature not to exceed forty-five (45) calendar days; but if qualified employees laid off due to a reduction in force are available at the station or locality where the work is to be performed, they will be given the first opportunity of that employment.

(c) Notwithstanding the above, temporary employees may be hired at each airport/base to accomplish and perform work twice within the calendar year for periods not to exceed forty-five (45) calendar days for each occurrence. If qualified employees laid off due to a reduction in force are available at the station or locality where the work is to be performed, they will be given the first opportunity of employment.

(d) Any additional temporary employees hired under this Article not subject to paragraphs (b) and (c) above, will be subject to mutual consent between the Vice President – Employee Relations and the TWU Director-Air Transport Division. In the event the Company needs full time temporary employees, regular part time employees at the location will be offered temporary full time opportunities prior to hiring full time temporary employees.

(e) Temporary employees will not accrue occupational or classification seniority, except that employees, who are on layoff status or formerly part time, will accrue occupational seniority during periods of temporary employment. When a temporary employee becomes a regular employee, without a break in service, occupational and classification seniority will be retroactive to the original date of temporary employment. The employee will be subject to the provisions of Article 9(a).

ARTICLE 36 – MEAL PERIODS

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

(b) Meal periods will be scheduled to begin not earlier than three (3) hours after commencement of work that day and not later than five hours after commencement of work that day. The commencement of work is from the start of the employee’s regular shift. If an employee is not scheduled for a meal period within the foregoing time span, the meal period will be provided immediately before or after it. In the event that a meal period has not been provided in accordance with the foregoing, the employee is then free, if he so desires, to take his meal period.

ARTICLE 37 – SEVERANCE ALLOWANCE

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(a) Any employee with one (1) year or more of service who is laid off for reasons other than those in paragraphs (b), (c), and (f) will receive severance allowance as provided in paragraph (e), subject to the limitations in this Article.

(b) Severance allowance will not be paid for layoffs of less than four (4) months duration, which are due to seasonal schedule reductions.

(c) Severance allowance will not be paid if the layoff is the result of an Act of God, a national war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft for safety reasons, dismissal for cause, resignation, retirement, or a strike or picketing causing a temporary cessation of work.

(d) At the time of layoff, the Company will advise the employee in writing of the reasons for his release and whether it is for reasons outlined in paragraphs (a), (b), or (c) above. If the employee is released for reasons in (a) above, he will be eligible for the immediate payment of the severance allowance as provided in this Article. If the employee is released for reasons in paragraph (b), and, if at the expiration of four (4) months from the date of layoff he is not offered reemployment in other than a temporary job in accordance with Article 16, his layoff will be presumed to have been caused by factors covered in paragraph (a) above, and he will become entitled at that time to severance allowance, as provided in this Article. Temporary work which does not exceed a continuous period of forty-five (45) calendar days will not be considered as breaking the four-month period of layoff.

(e) The amount of severance allowance payable under this Article to employees eligible is contained in the following table and will be based on length of compensated service with the Company from date of employment and will be in addition to all other benefits in this Agreement.

(1) Severance for part-time employees will be based on the employee's Company seniority and the scheduled hours at the time of layoff. If the employee's scheduled hours have been reduced within sixty (60) calendar days of the layoff notice, an average of the previous six (6) months scheduled hours will be used to determine the "scheduled" hours for the purposes of pay.

(2) A week of severance allowance will be computed on the basis of the employee's regular straight-time hourly rate at the time of layoff, multiplied by forty (40) hours for full time but for part time hours as outlined above.

<u>If employee has completed:</u>		<u>Severance Allowance:</u>	
1	year of service	3	weeks
2	years of service	3	weeks

5646	3	years of service	4	weeks
5647	4	years of service	5	weeks
5648	5	years of service	6	weeks
5649	6	years of service	7	weeks
5650	7	years of service	8	weeks
5651	8	years of service	9	weeks
5652	9	years of service	10	weeks
5653	10	years of service	11	weeks
5654	11	years of service	12	weeks
5655	12	years of service	13	weeks

5656
5657 (f) If the employee is not reemployed by the Company within four (4) months from
5658 the effective date of his layoff, and he has at least one year's seniority as of the date of
5659 layoff, he will be entitled to an additional two (2) weeks severance allowance. In the
5660 event the employee is recalled to work under Article 16 before the expiration of four (4)
5661 months from the date of his layoff and is again laid off, he will be entitled to the
5662 additional two (2) weeks' severance allowance if he is not reemployed by the Company
5663 within four (4) months from the effective date of such subsequent layoff.

5664
5665 (g) Severance allowance will not be granted when, (1) the employee elects to
5666 exercise his seniority to remain with the Company in his own or a lower classification in
5667 accordance with Article 15; (2) he has, within four (4) months of layoff, been offered a
5668 job in accordance with Article 16, and has refused such job; or (3) he accepts any other
5669 employment offered by the Company prior to the expiration of four (4) months from the
5670 date of layoff.

5671
5672 (h) An employee recalled to work under the terms of Article 16, who is again laid off
5673 under conditions that would entitle him to severance allowance, will be entitled to the
5674 amount specified for his years of compensated service with the Company in accordance
5675 with paragraph (e) of this Article, less the dollar amount received on the occasion of the
5676 previous severances, provided that the dollar amount deduction will not be made if the
5677 employee completes at least one (1) additional year of compensated service with the
5678 Company from the date on which he reported for duty upon the occasion of the prior
5679 recall.

5680
5681 (i) An employee who has been given severance allowance at the time of layoff and
5682 who is rehired in less than the number of weeks covered by the severance allowance
5683 (plus an additional two (2) weeks if he also received two (2) weeks' pay in lieu of notice)
5684 will have the amount of overpayment deducted from his subsequent earnings.

5685
5686 (j) An employee who has been reemployed under the conditions outlined in Article
5687 37(h) and (i) will retain all seniority and length of service credit for pay and other
5688 purposes accrued prior to the date of his severance.

ARTICLE 38 – UNION SECURITY

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(a) All employees covered by this Agreement will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties), or agency fees in accordance with applicable law. An employee may have his membership dues deducted from his earnings by signing the form "Assignment and Authorization for Check-Off of Union Dues", also referred to as "Check-Off Form" or, if no such authorization is in effect, he must pay his initiation fee and membership dues directly to the Union.

(b) All new employees of the Company hired on or after the effective date of this Agreement will become members of the Union sixty (60) calendar days after the date of employment with the Company and will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying initiation fees and membership dues, or in lieu of maintenance of membership, agency fees in accordance with applicable law. The Company will allow the Union an opportunity, during local orientation, to meet with new employees and transferees regarding Union matters.

(c) If any employee who has resigned from the Company or has been laid off is reemployed or recalled, he will be considered as a new employee for the purposes of this Article and will be governed by the provisions of paragraph (b).

(d) Employees who are or become members of the Union under paragraphs (a) or (b) above will pay membership dues as set forth in this article, except that payment for membership dues will not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification or position not covered by this Agreement.

(e) "Member of the Union", for purposes of this Article will mean any employee who is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation fee and membership dues as specified herein, or agency fee payer not more than sixty (60) calendar days in arrears in the payment of his fees.

(f) When an employee who is a member of the Union becomes delinquent within the meaning of paragraph (e) above, the following procedure will apply:

(1) The Director of the Air Transport Division of the Union will notify the employee in writing, certified mail, return receipt requested, that he is delinquent in the payment of the initiation fee and membership dues or agency fees, as specified herein, and accordingly, is subject to discharge as an employee of the Company. Such letter will also notify the employee that he must remit the required payment within fifteen (15) calendar days of the date of mailing of the notice, or be subject to discharge. This provision will be deemed to be complied with if the Union sends, but the employee refuses receipt of the above mailing.

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(2) If, upon the expiration of the fifteen (15) calendar day period, the employee still remains delinquent, the Director of the Air Transport Division of the Union will certify, in writing, to the Vice President-Employee Relations of the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President-Employee Relations after being presented with the appropriate documentation will take proper steps to discharge such employee from the services of the Company.

(3) An employee discharged by the Company under the provisions of this paragraph, will be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.

(g) Any discharge under the terms of this Article will be based solely upon the failure of the employee to pay or tender payment of initiation fee and membership dues or agency fees, as specified in this Article, and not because of denial or termination of membership in the Union upon any other ground.

(h) Any grievance by an employee concerning the interpretation or application of the provisions of this Article will be subject exclusively to the following procedure:

(1) An employee who believes that the provisions of this Article pertaining to him have not been properly interpreted or applied may submit his request for review, in writing, within five (5) calendar days from the date the grievance arises, except that a grievance arising under paragraph (f)(1) must be filed within the fifteen (15) calendar day period specified in that paragraph. The request will be submitted to his immediate supervisor who will review the grievance and render his decision, in writing, not later than five (5) calendar days following the receipt of the grievance.

(2) The immediate supervisor will forward his decision to the employee with a copy to the Local Union Accredited Representative. If the decision is not satisfactory to both the employee and the Union, then either may appeal the grievance directly to the System Board of Adjustment, established under Article 32 of this Agreement, within ten (10) calendar days from the date of the decision. The terms and provisions of such Article will be applicable, except as otherwise specified in this Article.

(3) If the Union should appeal the decision to the System Board of Adjustment, it will prepare a joint submission of the grievance setting forth the Union's and the employee's position and forward copies to the employee, the Vice President-Employee Relations of the Company and to the members of the System Board of Adjustment. If the employee should appeal the decision, he may request the Vice President-Employee Relations to prepare the submission papers in his behalf for the System Board of Adjustment. In this event, such

5781 request will be made by the employee, in writing, to his immediate supervisor
5782 who will transmit, through the local Manager all facts, data and information
5783 concerning the grievance, together with a copy of the decision from which the
5784 appeal is taken. The Vice President-Employee Relations will forward copies of
5785 the employee's separate submission to the employee, the local Manager, the
5786 Director of the Air Transport Division of the Union and to the members of the
5787 System Board of Adjustment.
5788

5789 (4) During the period a grievance is filed under the provisions of this
5790 paragraph and until after final award by the System Board of Adjustment, the
5791 employee will not be discharged from the Company because of noncompliance
5792 with the terms and provisions of this Article. In the event the employee's
5793 grievance is denied because he has not tendered dues owed under this Article,
5794 he will be considered discharged for cause. In any proceeding under this Article,
5795 the employee, the Company, and the Union will be allowed to present any facts
5796 or arguments supporting their position concerning proper application of this
5797 Article.
5798

5799 (i) The Union agrees that it will indemnify the Company and save the Company
5800 harmless from any and all claims, which may be made by the employee or employees
5801 against the Company by virtue of the wrongful application or misapplication of any of the
5802 terms of this Article.
5803

5804 (j) The Company will not interfere with, restrain or coerce employees because of
5805 membership or lawful activity in the Union, nor will it, by discrimination in respect to hire,
5806 tenure of employment or any term or condition of employment, attempt to discourage
5807 membership in the Union.
5808

5809 (k) The Union agrees that neither the Union nor its members will intimidate or coerce
5810 any employee in respect to his right to work, in the proper exercise, performance, or
5811 implementation of his duties and responsibilities with the Company, or in respect to
5812 Union activity or membership. Further there will be no solicitation of employees for
5813 Union membership on Company time. The Union further agrees that the Company may
5814 take disciplinary action for any violation of this provision.
5815

5816 (l) During the life of this Agreement, the Company agrees to deduct from the pay of
5817 each member of the Union and remit to the Union membership dues uniformly levied in
5818 accordance with the Constitution and By-laws of the Union and as prescribed by the
5819 Railway Labor Act, as amended, provided such member of the Union voluntarily
5820 executes the following agreed upon Check-Off Form. This form will be prepared and
5821 furnished by the Union.

ASSIGNMENT AND AUTHORIZATION
FOR CHECK-OFF OF UNION DUES

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To: American Airlines, Inc.
Attention: Manager – Payroll Customer Service
M.D. #790
P. O. Box 582848
Tulsa, Oklahoma 74158-2848

U.S. Mail Address:
7645 East 63rd Street
Tulsa, Oklahoma 74133-1252

I, _____,
(Name: Initials and last name)
hereby assign to the Transport Workers Union of America, AFL-CIO, my Union dues from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct the flat sum of _____, which is the bi-weekly equivalent of my monthly membership dues, or such bi-weekly equivalent as may hereafter be established by the Union as my membership dues, from each bi-weekly paycheck and to remit the same to the Union.

This assignment, authorization, and direction may be revoked by me, in writing, after the expiration of one year from the date hereof, or upon the termination date of the labor agreement in effect at the time this is signed, whichever occurs sooner.

This authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with the existing Agreement between the Union and the Company.

Employee Signature _____
Personnel Number _____
Cost Center _____
Department _____
Local Union Number _____
Date _____

5858 (m) When a member of the Union properly executes such "Check-Off Form", the
5859 Director of the Air Transport Division of the Union will forward an original copy to the
5860 Manager Payroll Customer Service American Airlines, Inc. M.D. #790; P. O. Box
5861 582848, Tulsa, Oklahoma 74158-2848. Any Check-Off Form which is incomplete or
5862 improperly executed will be returned to the Director. Any notice of revocation as
5863 provided for in this Article or the Railway Labor Act, as amended, must be in writing,
5864 signed by the employee and delivered by certified mail, addressed to their respective
5865 Local Union Office. Each Local Union Office will forward a copy to the Manager –
5866 Payroll Customer Service; American Airlines, Inc. M.D. 790; P.O. Box 582848; Tulsa,
5867 Oklahoma 74158-2848 for future Union dues withholding. Check-Off Forms and notices
5868 received by the Manager – Payroll Customer Service will be stamp-dated on the date
5869 received and will constitute notice to the Company on the date received, and not when
5870 mailed.

5871
5872 (n) When a Check-Off Form, as specified herein, is received by the Manager –
5873 Customer Service on or before a given payday, deductions will commence with the first
5874 regular paycheck following said payday, and will continue thereafter until revoked or
5875 cancelled as provided in this Article. The Company will remit to the Union a check in
5876 payment of all dues collected on a given payday, on or as soon after the payday as
5877 possible. These remittances will be subject to normal accounting practice with respect
5878 to adjustments necessary because of the methods involved in the deduction procedure.
5879 The Company remittance of Union membership dues to the Union will be accompanied
5880 by a list of names, personnel numbers and station numbers of the employees for whom
5881 deductions have been made in that particular period, arranged in order of their
5882 personnel numbers. Additionally, the Company will supply in duplicate to the office of
5883 the Union a listing of those employees who are on leave of absence; have accepted a
5884 position outside the bargaining unit; or have terminated employment with the Company.

5885
5886 (o) No deductions of Union dues will be made from the wages of any employee who
5887 has executed a Check-Off Form and who has been transferred to a job not covered by
5888 the Agreement, or who is on leave without pay. Upon return to work within a
5889 classification covered by this Agreement, deductions will be automatically resumed
5890 provided the employee has not revoked the assignment in accordance with this Article,
5891 and provided it is in accordance with the other appropriate provisions of this Article and
5892 of the Railway Labor Act, as amended.

5893
5894 (p) An employee who has executed a Check-Off Form and who resigns or is
5895 terminated from the employ of the Company for reasons other than layoff will be
5896 deemed to have automatically revoked his assignment and if reemployed, further
5897 deductions of Union dues will be made only upon execution and receipt of a new
5898 Check-Off Form. Provided, however, that upon return from layoff, leave of absence, or
5899 reinstatement from disciplinary discharge to work within a classification covered by this
5900 Agreement, deductions will be automatically resumed. In cases where Check-Off is not
5901 reinstated by the Company due to mechanical or software errors, the Company will
5902 collect the back dues at a maximum of fifty (50) dollars per month and remit to the
5903 Union, provided the employee has not revoked the assignment in accordance with this

5904 Article, and such deductions are in accordance with the other appropriate provisions of
5905 this Article and of the Railway Labor Act, as amended.

5906
5907 (q) Collection of any back dues owed at the time of starting deductions for any
5908 employee, and collection of dues missed because the employee's earnings were not
5909 sufficient to cover the payment of dues for a particular pay period, will be the
5910 responsibility of the Union and will not be the subject of payroll deductions.

5911
5912 (r) Deductions of membership dues will be made in a flat sum from each paycheck
5913 provided there is a balance in the paycheck sufficient to cover the amount after all other
5914 deductions authorized by the employee or required by law have been satisfied. In the
5915 event of termination of employment, the obligation of the Company to collect dues will
5916 not extend beyond the bi-weekly period in which his last day of work occurs.

ARTICLE 39 – PHYSICAL EXAMINATION

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(a) If two or more members of management determine there is a serious question as to an employee's physical fitness to perform his assigned work, he may be given a physical examination by the Company doctor. The employee will be notified of the examination in writing. The notification will include an explanation of the reason(s) for the examination. An employee who fails to pass a Company physical examination may, within fifteen (15) calendar days of the date of written notification of his failure to pass the examination, be permitted to exercise his seniority in resuming his classification or any lower classification in work which he is qualified to perform, or, at his option, have a review of his case in the following manner:

(1) He may employ a qualified medical examiner of his own choosing and at his own expense for a physical examination.

(2) Should the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee or his Union representative, ask that the two medical examiners agree upon and appoint a third qualified and neutral medical examiner, for the purpose of making a further physical examination of the employee.

(3) The three (3) doctors, one representing the Company, one representing the employee affected, and one as the neutral doctor (approved by the Company doctor and the employee's doctor), will constitute a board of three (3), the majority vote of which will decide the case.

(4) The expense of the third medical examiner will be borne one-half by the employee and one-half by the Company. Copies of the Board's report will be furnished to the Company, the Union, and the employee.

(5) If the majority opinion of the Board of three (3) medical examiners upholds the employee's case, he will be restored to his former job and be paid for time lost, at his regular rate of pay, less any amount he may have received as compensation during the interim period.

(b) Should the medical examiner, chosen by the employee in Article 39(a)(1), agree with the findings of the Company doctor but disagree regarding the employee's ability to return to his job, the following will apply to all cases, including alcoholism and mental disorders, except when superceded by the DOT or FAA rules or the Company's Alcohol/Drug Policy:

(1) The employee may appeal through the local Union President to a System Review Panel, composed of the Vice President – Employee Relations and the Director of the Air Transport Division, to resolve the dispute.

5963 (2) Should the System Review Panel be unable to satisfactorily resolve the
5964 case, it will be referred to a System Professional Medical Board composed of the
5965 American Airlines Corporate Medical Director, a physician appointed by the
5966 employee, and a third physician mutually agreed upon by the first two physicians.
5967 The third physician will possess the medical expertise necessary to resolve the
5968 dispute.

5969
5970 (3) The case will be presented to the Professional Medical Board which will
5971 be empowered to return the employee to his former job. The decision of the
5972 Board will be final and binding, the majority vote deciding the case.

5973
5974 (4) The expense of the employment of the third physician will be shared
5975 equally by the parties.

5976
5977 (c) If a dispute should arise from the application of Article 39(a) or 39(b), the
5978 Company will supply to the employee's personal physician, upon receipt of a signed
5979 release from the employee, a copy of the employee's medical records that pertain to the
5980 dispute. Provision and disclosure of the medical records will be in conformity with
5981 applicable government regulations.

5982
5983 (d) In order to expedite the resolution of cases brought before the AA-TWU System
5984 Review Panel under the provisions of Article 39(b), the provisions of this paragraph will
5985 be followed. In the event that the Panel, with the concurrence of the AA Corporate
5986 Medical Director or his designee, returns the employee to his job, or another job
5987 covered by the Agreement, the reinstatement will be effective no later than ten (10)
5988 calendar days from the date the decision is reached. The reinstated employee will
5989 return to work on the date, time, and place determined by the Manager of the work unit
5990 to which the employee will return.

5991
5992 (1) In the event of a deadlock by the Panel under the provisions of Article
5993 39(b)(1), the employee will:

5994
5995 (a) Complete and sign an American Airlines authorization form for the
5996 release of medical information; and

5997
5998 (b) Write a letter to the AA Medical Director stating the name of the
5999 doctor specializing in the treatment of the medical disability which caused
6000 the employee to be disqualified from his job and/or upon whose opinion
6001 the Company may rely, if the System Review Panel determines the doctor
6002 has not been specified already; and

6003
6004 (c) Furnish a detailed medical memorandum for the physician under
6005 Article 39(d)(1)(b). The memorandum will detail the diagnosis, prognosis,
6006 medication, current status, test results, etc., based on an examination
6007 performed not more than ninety (90) days before or after the date of the
6008 System Review Panel hearing.

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(2) The above documents are to be sent to:

Corporate Medical Director
P. O. Box 619616, MD 5187
DFW Airport, TX 75261-9616

(3) Upon receipt of the above documents, the AA Medical Department will evaluate the employee's physician's report and will communicate with the employee's physician to choose a third physician to constitute the Professional Medical Review Board specified under Article 39(b)(2). All questions concerning the submission of documents above will be handled by AA Medical.

(4) The entire process of appeal from the decision of the System Review Panel to the Professional Medical Review Board will be completed within forty-five (45) calendar days. However, when the employee's physician, the AA physician, or the third doctor are not available, test results are delayed, or other factors beyond the control of the parties exist, the process may be extended another fifteen (15) calendar days to a total period from deadlock of the System Review Panel through the process of the Professional Medical Review Board of not more than sixty (60) calendar days.

(5) Every employee participating in the process above will be made aware of his or her responsibility to share the cost of the third physician equally with the Company under the provisions of Article 39(b)(4).

(e) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

6038 ATTACHMENT 39.1 – ADA ACCOMODATIONS COMMITTEE

6039

6040 From: Edward Koziatek

6041 To: Managing Director Employee Relations

6042 Re: ADA Accommodations Committee

6043

6044 October 14, 1992

6045

6046 You have requested information on how your field representatives should handle
6047 employee requests under the ADA (Americans with Disabilities Act) to start the process
6048 of the Accommodations Committee reviewing their medical restrictions.

6049

6050 Once an employee has exhausted the provisions of the contract, including Article 39,
6051 and is still restricted from performing a job s/he believes s/he can accomplish, the
6052 employee should forward to the local Personnel Manager, in writing, with a copy to the
6053 Local Union President a request for review by the ADA specified Accommodations
6054 Committee.

6055

6056 The Personnel Manager is the designated contact point for such accommodation review
6057 requests and other questions and/or issues relating to the ADA.

6058

6059 (Signed original on file)

ARTICLE 40 – RETIREMENT BENEFITS

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(a) The Company has maintained a retirement plan for the employees for a number of years. The full text of the plan is on file with the Company and is available to the employees in accordance with government regulations. “The American Airlines, Inc. Retirement Benefit Plan for Aviation Maintenance Technicians and Related Employees” has been amended to enhance and clarify benefits over time.

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

- 6106 (d) The following changes to the Plan were made by Letter(s) dated 05/05/89.
6107
6108 (1) A new vesting schedule will apply to employees who perform at least one
6109 hour of service for which they are paid on or after January 1, 1990.
6110
6111 (2) The new vesting schedule will provide that such employees will become
6112 100% vested after completing five years of vesting service as defined in the plan.
6113 Prior to completing five years of vesting service, employees will have 0% vested
6114 benefits.
6115
6116 (3) Rules for counting vesting service and for applying breaks in service
6117 remain unchanged from the current plan.
6118
6119 (4) The Company agreed to retroactively credit all pensionable hours worked
6120 past age 65 for TWU represented employees who retire from the active payroll
6121 after January 1989.
6122
6123 (e) The amendments covered in Article 40(e) will be applicable only for those
6124 members classified as "Aviation Maintenance Technician and Related Employees", who
6125 are on active payroll or on an approved leave of absence with recall rights as of
6126 03/01/01 and whose benefits commence on or after the first day of the month following
6127 03/01/01.
6128
6129 (1) Final Average Compensation
6130
6131 The compensation used for calculating a member's retirement benefit will
6132 be the average of the highest forty eight (48) consecutive months of pay
6133 out of the one hundred and twenty (120) consecutive months of pay
6134 preceding the date of retirement. The definition of the compensation used
6135 to determine the forty eight (48) and one hundred and twenty (120) month
6136 periods is unchanged. Various formulas exist for benefits, e.g., $1.667 \times$
6137 Final Average Earnings \times Years of credited service, which are also
6138 unchanged.
6139
6140 (2) Eligibility For Benefits – Early Retirement
6141
6142 A member will be eligible for early retirement on or after attaining the
6143 earlier of:
6144
6145 (a) age 55 and fifteen (15) years of credited service; or
6146
6147 (b) age 60 and ten (10) years of credited service.
6148
6149 (3) Early Retirement Benefits
6150

6151 Pension benefits determined as of early retirement will be reduced 3% for
6152 each year that the member is less than age 60.

6153

6154 (f) The attachment on the following page is agreed to by the parties and is
6155 incorporated as part of the Agreement.

6156 ATTACHMENT 40.1 – PRE-RETIREMENT SURVIVOR BENEFIT CHARGE

6157

6158 From: Mark Johnson

6159 To: John Orlando

6160 Re: Pre-retirement Survivor Benefit Charge

6161

6162 Revised March 1, 2001

6163 October 19, 1995

6164

6165 This letter follows up our conversation of today regarding the charge for the pre-
6166 retirement survivor benefit.

6167

6168 The Retirement Equity Act of 1984 mandated that pension plans provide a benefit for
6169 the surviving spouse of an employee who dies vested, but prior to retirement. This is
6170 known as the Qualified Pre-retirement Survivor Annuity (QPSA). Because this
6171 requirement adds to pension costs, employers are allowed to recover the cost by
6172 reducing the employee's pension at retirement. The AA reduction at retirement for
6173 QPSA coverage does not fully cover the cost of providing this benefit. QPSA coverage
6174 is still heavily subsidized by American.

6175

6176 QPSA coverage is mandatory and automatic unless the employee and spouse sign a
6177 waiver. The benefit and how the charge is calculated are explained in detail in the
6178 Summary Plan Description. The calculation is based upon a percentage by age for the
6179 number of years coverage was in effect. There is no charge for providing the coverage
6180 past age 65, although the employee is charged for those years under age 65. Once an
6181 employee is at least age 55 with 15 years of credited service or age 62 with 10 years of
6182 credited service, the charge also stops accumulating. The charge is based only on the
6183 mandatory 50% survivor benefit. Employees who have elected a larger survivor benefit
6184 are not charged more.

6185

6186 Since the actual QPSA calculation is complex and can only be done accurately when a
6187 exit date has been established, for estimate purposes only we show a uniform \$20
6188 monthly reduction. We use \$20 because we rarely see a QPSA reduction of \$20 or
6189 more, for simplicity in preparing estimates, \$20 is shown on all estimates, even for
6190 employees who never had the coverage, or will not be charged this exact amount.

6191

6192 At retirement those employees who never had coverage will, of course, have no
6193 reduction. For those who were covered, the reduction will be individually calculated
6194 based on their age and years of coverage.

6195

6196 As we discussed, normally about 300 TWU members retire each year. However with
6197 the early out, we may be asking as many as 7,000 TWU members to take a close look
6198 at their pension plan. Although the QPSA explanation has been in the Summary Plan
6199 Description, with this kind of scrutiny we are learning that we can improve how we
6200 communicate very important, but unfortunately often very technical pension information.

6201

6202 Thank you for bringing this issue to my attention and I hope this explanation is helpful.
6203 Please let me know if you have any questions.
6204
6205 (Signed original on file)

6206 ARTICLE 41 – GROUP INSURANCE CONTRIBUTIONS
6207

6208 (a) The TWU recognizes that controlling the spiraling costs of health care has
6209 become a national priority and a critical mutual objective for both the Company and
6210 TWU represented employees. In order to provide maximum flexibility and choice for
6211 individual employees, while helping to assure the Company's continued financial
6212 strength, effective January 1, 1990, the Company implemented a flexible benefits
6213 program which limits the impact of future health cost increases for both the Company
6214 and TWU represented employees as follows:

6215
6216 (1) The Company will provide "benefit dollars" which will allow each employee
6217 in 1990, to "purchase," at no cost beyond those "benefit dollars," the basic Group
6218 Life and Health Benefits Plan. The employee may also contribute a portion for
6219 other plans at his option.

6220
6221 (2) An employee may spend his "benefit dollars" to buy that combination of
6222 benefits that best meets his individual needs, for example, more life insurance,
6223 but less health coverage.

6224
6225 (3) An employee may select a more limited benefit plan, such as a plan with a
6226 higher deductible, and receive cash in exchange for unused "benefit dollars."
6227 This cash payment will not increase other benefits, e.g., pension accruals or life
6228 insurance, and is subject to income and Social Security taxes.

6229
6230 (4) The number of "benefit dollars" provided by the Company to each
6231 employee will increase by the percentage increase in the Company's average
6232 annual cost per covered employee, for the period July 1 through June 30
6233 immediately preceding the enrollment year over the previous period July 1
6234 through June 30 up to a maximum of 5%. In this way, the Company pays for the
6235 first 5% of cost increases.

6236
6237 (5) If American's average annual cost per covered employee for providing the
6238 benefit package rises by more than 5% during the measurement period, an
6239 employee who desires to maintain an identical level of coverage will share the
6240 additional costs by making monthly contributions to cover the increase in cost
6241 over the first 5% paid by the Company, up to an additional 5% increase in costs
6242 year over year.

6243
6244 (6) An employee who does not choose to contribute will be able to elect a less
6245 costly alternative package of benefits, such as a plan with a higher deductible.

6246
6247 (7) The TWU and the Company have agreed that a review committee will be
6248 established to review planned administrative changes to the negotiated Medical
6249 Plan, and for planned changes in the Point of Service Plan contribution rates, so
6250 long as Point of Service Plan continues to be offered. This committee will have

6251 the right of appeal to the Sr. Vice President – Human Resources in the event of a
6252 dispute.

6253
6254 (8) The TWU and the Company will participate on a joint committee to
6255 develop programs and procedures which will reduce the rate of increase in costs
6256 in order to minimize the impact on employees.

6257
6258 (b) The annual deductible under the Major Medical Plan will be \$150 per individual
6259 per calendar year. The family deductible will be satisfied in any calendar year after a
6260 total of \$400 in deductible charges have been paid for any three (3) or more family
6261 members. No one family member may contribute more than \$150 toward the
6262 satisfaction of this family deductible.

6263
6264 (c) The Major Medical Expense Benefits lifetime maximum for each active employee
6265 and eligible dependent(s) will be \$5,000,000. An employee and his eligible dependents,
6266 who retires early under Article 41(l) will remain under the \$300,000 lifetime maximum
6267 until the retired employee reaches the earlier of age 65 or Medicare eligibility.

6268
6269 (1) Inpatient hospitalization charges will be reimbursed at 80% of the first
6270 \$5,000 in covered expenses and 100% of the remaining covered expenses. The
6271 out of pocket maximum is \$1,000 per person.

6272
6273 (2) The Group Life and Health Benefits Plan for retirees provides that 100% of
6274 the first \$5,000 in covered inpatient hospitalization charges, 80% of the second
6275 \$5,000 in covered inpatient charges and charges for other medical service
6276 combined, and 100% of the remaining combined charges in a calendar year will
6277 be reimbursed.

6278
6279 (3) When the Company's Group Life and Health Benefits Plan is providing
6280 secondary coverage for dependents, the total combined benefits paid by the
6281 primary plan and the Company will not exceed what the Company's Group Life
6282 and Health Benefits Plan would have paid had it been the primary plan.

6283
6284 (d) Effective March 3 2001, a newly hired employee will be subject to a one (1)
6285 calendar month service waiting period before the employee may be covered under the
6286 American Airlines Group Life and Health Benefits Plan as described in Article 41. The
6287 employee may not purchase coverage under the Group Life and Health Benefits Plan
6288 for the first month of employment with American Airlines, Inc. After one (1) month of
6289 service, the employee will automatically be placed in the American Airlines Group Life
6290 and Health Benefits Plan with contributions in accordance with Article 41. Coverage will
6291 begin on the day that the employee has completed one (1) month of service with the
6292 Company, provided he is actively at work on that day, or on vacation, or on a scheduled
6293 day off. Otherwise, the employee will be covered on the date he returns to work.

6294
6295 (e) Dental Plan
6296

6297 Expenses under the Dental Plan 1, excluding Orthodontic and Preventive Expenses will
6298 be covered at 80% of reasonable and customary charges, after the deductible is met.
6299 Preventive Dental Care will be covered at 100% with no deductible for a maximum of
6300 two (2) annual visits per calendar year, subject to reasonable and customary charges.
6301 The annual individual plan maximum will be \$1,500. In addition, adult orthodontia will
6302 be added with a lifetime maximum of \$1,500.

6303
6304 (f) Life Insurance

6305
6306 The Company will provide several options regarding life insurance.

6307
6308 (1) For an employee whose base monthly salary is \$1,500 or over, his basic
6309 life insurance coverage will be two times his base annual salary taken to the next
6310 higher multiple of \$100, but not more than \$70,000.

6311
6312 (2) Coverage for an employee under Contributory Plan I will be 50% of his
6313 Basic Coverage.

6314
6315 (3) Coverage for an employee under Contributory Plan II will be an amount
6316 equal to his Basic Coverage, plus one times his base annual salary taken to the
6317 next higher multiple of \$100.

6318
6319 (4) In addition to the above Company provided plans, the TWU will offer an
6320 optional Whole Life Insurance Plan for its members. The Company will provide
6321 payroll deduction of premiums for employees electing this coverage.

6322
6323 (g) Optional Short Term Disability

6324
6325 The Company provides an Optional Short Term Disability Plan (OSTD). The OSTD
6326 plan provides salary replacement of 50%, except where a statutory plan meets or
6327 exceeds 50% of salary replacement. The OSTD plan is 100% employee paid. If the
6328 employee does not elect to participate when first solicited during open enrollment,
6329 evidence of insurability may be required by the carrier providing the coverage.

6330
6331 (h) Hearing Aid Coverage

6332
6333 Expenses incurred at the direction of a physician for hearing aids and examinations in
6334 connection therewith are covered under the Major Medical Expense Benefits portion of
6335 the Plan.

6336
6337 (i) Vision Plan

6338
6339 The Company is reviewing a proposal submitted by the TWU for a vision insurance
6340 plan. The Company agrees that the TWU will make the selection upon review of their
6341 proposed vendor (Spectera) and one other competitor vendor with a comparable

6342 proposal. The Company will contribute the current vision discount card program cost
6343 per employee per year towards the new program.

6344
6345 (j) Donor Expenses

6346
6347 Expenses incurred for a donor and/or recipient in a transplant operation are covered
6348 under the Major Medical Expense Benefits portion of the Plan.

6349
6350 (k) Dependent Coverage

6351
6352 Dependent coverage is subject to the rules established by the Insurance Carrier and
6353 published in Company Regulations.

6354
6355 (l) An employee who retires from the Company at Early Retirement Date or on the
6356 basis of disability, will receive the same medical expense coverage as active
6357 employees, except as noted in Article 41(c), for themselves and eligible dependents
6358 until the retired employee reaches the earlier of age 65 or Medicare eligibility.

6359
6360 (1) Thereafter the retired employee and spouse only are each covered for
6361 \$50,000 under the Retired Employee Major Medical Expenses Benefits Plan.
6362 This post 65 benefit (\$50,000 lifetime maximum, \$150 deductible) for the retiree
6363 and spouse will also apply to employees who retire from the Company at their
6364 Normal or Late Retirement Date.

6365
6366 (2) Upon the death of the retired employee, coverage for the surviving spouse
6367 only is continued for six months or until the spouse is eligible for Medicare,
6368 whichever is later. Coverage for dependent children, if any, ceases upon the
6369 retiree's death, and the spouse's lifetime maximum is reduced to the lesser of
6370 \$50,000 or the unused balance of the spouse's coverage at the time of retiree's
6371 death. Employees must meet the requirement of Article 41(m) regarding
6372 prefunding as well as plan eligibility requirements.

6373
6374 (m) Prefunding Retiree Health Care

6375
6376 All employees, who are on the Company's active payroll, on a union leave of absence,
6377 on a family leave of absence, or on a military leave of absence and who are at least age
6378 30 with a minimum of one year of service with the Company, will be offered the
6379 opportunity to begin prefunding his retiree health care plan at the contribution amount
6380 for the age at which he begins participation in accordance with the Age Based Rates
6381 Table in Article 41(m)(5). Additionally, that amount is subject to the escalator described
6382 in Article 41(m)(5). Incumbent employees on active payroll on 12/31/89, who enrolled
6383 when first eligible, will pay the incumbent rates in accordance with the Table in Article
6384 41(m)(5). No entry fee will be assessed to the employee, if he chooses to participate
6385 when first eligible. An eligible employee will be automatically enrolled in the Plan and
6386 payroll deductions will commence as of the first pay period following his date of
6387 eligibility, unless the employee completes and returns a form, prescribed by the

6388 Company and countersigned by his supervisor, to waive participation. Married
6389 employees must obtain spousal consent to waive participation.
6390

6391 (1) Should the Company's cost per covered retiree during the immediately
6392 preceding period July 01, through June 30, increase above the Company's cost
6393 per covered retiree during the previous period July 01, through June 30, then,
6394 effective January 1, of the following year, the monthly contribution rate for
6395 employees described in Article 41(m) will increase in accordance with the
6396 formula specified in the April 02, 1992 Trust Agreement incorporated below in
6397 this Article.
6398

6399 (2) Retiree health care coverage under Article 41 will commence after the
6400 employee retires from the Company after having met all the eligibility and
6401 prefunding requirements. Coverage will be the same level of coverage provided
6402 to active employees except that retiree health care coverage will reimburse 100%
6403 of the first \$5,000 in covered inpatient hospitalization charges, 80% of the second
6404 \$5,000 in covered inpatient charges and charges for other medical service
6405 combined and 100% of the remaining combined charges in a calendar year and
6406 will be subject to a \$300,000 (remainder of active coverage maximum if less)
6407 major medical maximum if retirement is at or after age 55 and before the earlier
6408 of age 65 or Medicare eligibility.
6409

6410 (3) Employees who were on the Company's active payroll, on a union leave of
6411 absence, or on an approved leave of absence for other reasons on May 5, 1989,
6412 but who were ineligible to participate on January 1, 1990, because they did not
6413 meet the minimum age and/or years of service requirement specified in Article
6414 41(m), will be offered the opportunity to elect retiree medical coverage under the
6415 same terms and conditions applicable to employees described in Article 41(m)
6416 (no \$250.00 late enrollment fee and a monthly contribution rate equal to the rate
6417 then being paid by employees who opted for coverage before January 1, 1990).
6418 Payroll deductions will commence as of the first pay period following their date of
6419 eligibility unless the employee completes and returns a form prescribed by the
6420 Company to waive participation. A married employee must obtain his spousal
6421 consent to waive participation.
6422

6423 (4) An employee, who elected not to participate when first eligible will be
6424 offered, during an annual enrollment period, the opportunity to begin prefunding
6425 his retiree health coverage. The employee will pay the applicable age based
6426 contributory rates set forth in Article 41(m)(5) and will be required to pay the \$250
6427 late enrollment fee.
6428

6429 (5) Age Based Rates Table
6430

6431 Monthly plan contribution rates for employees referred to in Article 41(m) will be
6432 in the table below. Also refer to the annual escalator formula in Article 41(n)(3).

6433
6434
6435

The contributions below were effective as of January 01, 2001, based on the Escalator formula in the April 02, 1992, Trust Agreement.

Age Employee Begins Prefunding	Monthly Employee/Employer Contribution
Incumbent employees on active payroll as of 12/31/89, who enrolled when first eligible	\$ 12.96
30	\$ 15.54
31	\$ 16.97
32	\$ 18.66
33	\$ 20.41
34	\$ 22.13
35	\$ 24.60
36	\$ 27.06
37	\$ 29.78
38	\$ 32.90
39	\$ 36.20
40	\$ 40.40
41	\$ 44.81
42	\$ 49.59
43	\$ 54.57
44	\$ 60.17
45	\$ 66.33
46	\$ 77.81
47	\$ 86.59
48	\$ 96.84
49 & older	\$ 110.56

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(6) Employees must continuously participate in this prefunded retiree health plan for at least the ten (10) years immediately preceding retirement to receive retiree medical coverage on date of retirement.

(7) Employee contributions made to prefund retiree health care coverage will be held in trust exclusively for the purpose of providing retiree health care. If an employee dies or is terminated prior to retirement, the employee or his beneficiary will receive the value of his contributions plus a pro rata share of trust fund net earnings.

(8) An employee making his contributions so as to prefund his retiree medical coverage will cease making such contributions upon retirement from the Company.

6451 (9) Employees making contributions so as to prefund their retiree medical
6452 coverage must continue such contributions during all leaves of absence except
6453 unpaid sick and unpaid IOD. Any employee who commences prefunding of his
6454 retiree health coverage, subsequently discontinues such prefunding, and later
6455 decides to again prefund his retiree health coverage, will be required to pay the
6456 rates in the Age Based Rate Table set forth in Article 41(m)(5), based on the age
6457 prefunding is restarted. Additionally, he must prefund continuously for at least
6458 ten (10) years immediately preceding retirement and pay the \$250 late
6459 enrollment fee.

6460
6461 (n) Prefunding Trust (Memorandum of Understanding Between American Airlines,
6462 Inc. and Transport Workers Union of America AFL-CIO, April 02, 1992)

6463
6464 Article 41(n) expresses the understanding of the parties regarding the amendments to
6465 the Trust Agreement and Plan effective January 01, 1993, governing the health benefits
6466 provided to active TWU represented employees of American Airlines, Inc. at retirement
6467 and the health and other welfare benefits provided to retired employees of American
6468 Airlines, Inc. who were represented by the TWU at the time of retirement. Article 41(n)
6469 will not be construed to modify or alter an employee's eligibility for retiree welfare
6470 benefits under the collective bargaining agreement or the Plan.

6471
6472 (1) The Trust Agreement and the Trust which holds Plan assets is established
6473 for the exclusive benefit of TWU represented active employees and retired
6474 employees who were represented by the TWU at the time of retirement.

6475
6476 (2) The Trust will maintain a separate account to hold reserves equal to the
6477 Participants' prefunding contributions, Employer prefunding contributions, and
6478 investment earnings attributable thereto reserved for retiree welfare benefits due
6479 to Participants under the terms of the Plan and to pay administrative expenses
6480 associated with such Program. In the event of termination of the Plan and/or
6481 Trust, the balance of the reserves will be distributed as provided in Article
6482 41(n)(8). In no event will these reserves be used for payment of any expenses
6483 associated with the active employees medical benefits program or for any other
6484 purpose except those identified with respect to retiree welfare benefits in Article
6485 41(n), the Trust Agreement, and the Plan.

6486
6487 (3) An employee participating in the Retiree Prefunded Benefits Program will
6488 make a monthly contributions to the Trust Fund. If an employee was an active
6489 employee of American Airlines on December 31, 1989, and elected to prefund
6490 when first eligible, his contribution was \$10.00 per month in 1992, and such
6491 contribution amount is subject to the Escalator, described in Article 41(n)(5), in all
6492 future years. If an employee was not an active employee of American Airlines on
6493 December 31, 1989, or was an active employee of American Airlines on
6494 December 31, 1989, and declined participation when first eligible, his contribution
6495 amount is determined based on the age at which he begins participation in

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accordance with the Age Based Rates Table in Article 41(m)(5), and that amount is subject to the annual Escalator formula described in Article 41(n)(5).

(4) American Airlines will make a monthly matching contribution on behalf of each employee contributing under the Retiree Prefunded Benefits Program. That contribution amount is identical to the amount required to be contributed by each participating employee in accordance with Article 41(n)(3).

(5) Contributions made by participating employees and by American Airlines are subject to an annual Escalator formula. American Airlines will calculate the impact of the annual Escalator on contributions, subject to review by the TWU in accordance with the provisions of Article 41(n)(6) below, by comparing the percentage increase in the cost of medical benefits for covered retirees during the year ending June 30 immediately preceding the effective date of the Escalator to the cost of medical benefits for covered retirees in the year ending the previous June 30. Such percentage increase is divided equally between the participating employee and American Airlines in order that each pays 50%. The resulting percentage increase will be applied to the amount of the then current Employee and Employer monthly contribution. However, in no event will the participating employee's or American Airlines' contributions increase from one year to the next by more than the amounts stipulated in the Escalator Cap Table below.

Employees affected.	Maximum Monthly Increase over Prior Year
Incumbent employees on active payroll 12/31/89 who enrolled when first eligible	\$1.00
Others – based on age when prefunding begins	
30-34	\$1.50
35-39	\$2.50
40-45	\$3.50
46-48	\$5.00
49 or older	\$5.50

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(6) The increase in contributions as calculated by American Airlines is subject to review by the TWU, provided the TWU's request for review is received within thirty (30) calendar days of notification. While no individual's claims history will be available for review, data in the aggregate, upon which the Escalator calculation was based, will be made available by American Airlines to the TWU on request. The TWU may contest the Escalator calculation within sixty (60) calendar days of receipt of the data. If the TWU contests this calculation, an independent accounting firm, as agreed to by both parties, will be retained to

6528 verify the amount. In the event that the independent accounting firm determines
6529 that contributions should change by a different amount, any increase or decrease
6530 will be retroactive to the first of the year to which the new Escalator calculation
6531 applies. Any decrease in the contribution will be credited to the Employees'
6532 future monthly contributions within sixty (60) calendar days, barring unforeseen
6533 circumstances. Any increase or decrease will be applied to the Participants'
6534 contributions and Employer's contributions in accordance with Article 41(n)(5).
6535

6536 (7) At retirement, an eligible participating retiree's own contributions, the
6537 matching Employer contributions made on his behalf to the Retiree Prefunded
6538 Benefits Program, and investment earnings attributable thereto are drawn down
6539 in ten equal annual installments for the purpose of providing retiree medical
6540 coverage. However, exhaustion of the funds in a retiree's account under this
6541 provision does not waive or modify the retiree's entitlement to continued medical
6542 coverage under the Agreement or the terms and limitations of the Plan. Should
6543 an eligible retiree die during the ten year draw down period, any remaining
6544 contributions continue to draw down for the period of the surviving spouse's
6545 medical coverage, if any. After the surviving spouse's coverage terminates, or if
6546 the spouse dies before the balance of the Account is drawn down, the balance of
6547 the employee's contribution is paid to the spouse's estate. If there is no surviving
6548 spouse, the balance of the employee's contribution is paid to the designated
6549 beneficiary.
6550

6551 (8) In case of death or termination of employment by a participating active
6552 employee, employee contributions to the Retiree Prefunded Benefits Program
6553 plus investment earnings attributable thereto will be distributed as a severance or
6554 death benefit, as applicable, to the employee or the employee's designated
6555 beneficiary(ies).
6556

6557 (9) In the event of Trust termination, retirees participating in the Retiree
6558 Prefunded Benefits Program will receive any balance of their own contributions to
6559 the Program and investment earnings attributable thereto which have not been
6560 drawn down during the ten year draw down period described in Article 41(n)(7).
6561 Conditioned on Internal Revenue Service approval, active employees'
6562 contributions to the Prefunded Retiree Benefits Program and investment
6563 earnings attributable thereto will be distributed to active employees. Should the
6564 Internal Revenue Service disallow the distribution of active employees'
6565 contributions, the parties agree to establish a mutually satisfactory alternative
6566 regarding the disposition of active employees' contributions in the event of Trust
6567 termination. Employer contributions and investment earnings attributable thereto
6568 in the Retiree Prefunded Benefits Program Account will be used for the exclusive
6569 benefit of participating employees and retirees in the event of Trust termination.
6570 That includes the use of the assets for the purpose of continuing retiree health
6571 coverage under an alternative program as may be agreed to by the parties.
6572

6573 (10) In the event the Internal Revenue Service disapproves a particular
6574 provision or benefit expressed in the Trust Agreement, any provisions or benefits
6575 which are approved or unaffected by the disapproval will remain in force, and the
6576 TWU will not contest the obligation to prefund in court or under the collective
6577 bargaining agreement. However, the TWU reserves all legal and contractual
6578 rights in the event the Internal Revenue Service rules that the Trust may not hold
6579 funds in reserve for retiree welfare benefits, or that the earnings attributable to
6580 Participant contributions held in trust for this purpose or the Employer matching
6581 contributions (plus earnings) are currently taxable to the Participants.
6582

6583 (11) Counsel for the parties will review the amended Trust Agreement to
6584 ensure that it expresses the principles of this Agreement. Neither the Plan nor
6585 the Trust Agreement may be amended or modified in a manner inconsistent with
6586 the principles set forth in this Agreement, except to conform to the requirements
6587 of Federal law and regulations, provided, however, that the TWU waives no
6588 rights stipulated in Article 41(n)(10).
6589

6590 (12) American Airlines will revise, in a timely fashion after the date of
6591 ratification, the Plan to fully reflect the amendments made to the Trust Agreement
6592 and the provisions of this Memorandum. The revised Plan will be subject to
6593 review by the person(s) designated by the TWU.
6594

6595 (o) Monitoring Insurance Plan
6596

6597 In connection with the administration and processing of claims under the group
6598 insurance plan, the Company will continue to monitor and to urge the insurance
6599 company to improve claims processing under the plan.
6600

6601 (p) Notice of Changes
6602

6603 *The Company will provide the Director of the Air Transport Division with advance notice*
6604 *of plan changes prior to releasing announcements to plan participants. The Company*
6605 *will not change the limits on employee cost increases described in Article 41(a)(4) and*
6606 *41(a)(5), nor the prefunding contribution limits of Article 41(m), for the duration of this*
6607 *Agreement.*
6608

6609 (q) Company's Right to Modify Plan
6610

6611 Although it is the intention of American Airlines, Inc. to continue to make available to its
6612 employees a Group Insurance Plan of the type similar to that which is now available, the
6613 Company will reserve the right to modify the Plan consistent with this Article.

ARTICLE 42 – JOB SECURITY

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SYSTEM PROTECTION:

(a) Except as provided in Attachment 42.1, the Company will guarantee employment (full time/part time status based upon employee's status on September 24, 1998, for Title Group I and March 01, 2001, for Title Group II) and pay to any employee covered by this Agreement who was hired under this Agreement by the Company prior to September 24, 1998, for Title Group I and March 01, 2001, for Title Group II, and who was on the Company's active payroll on September 24, 1998, for Title Group I and March 01, 2001, for Title Group II, or on a Union leave of absence, or on an approved leave of absence for other reasons (provided such employee has an Occupational Seniority date more senior than the least senior protected employees in his classification at the station/base upon his return to active payroll) in accordance with the following provisions of this Article. In addition, an employee, as defined above, will not be involuntarily reduced to a lower classification than that classification he occupied on September 24, 1998, for Title Group I and March 01, 2001, for Title Group II; however, such classification guarantee does not apply to any bid classification (Crew Chiefs, Inspectors, and Technical Crew Chiefs). The classification guarantee for Inspectors, Crew Chiefs, and Technical Crew Chiefs will be the next lower non-bid classification (e.g., Inspector to Mechanic, Crew Chief, and Technical Crew Chief to his next lower non-bid classification).

STATION PROTECTION:

(b) All employees who on February 11, 1983, were on the Company's active payroll and who on September 1, 1985, are actively employed/based at the following station(s)/base (or who relocate to such station(s)/base and who are senior to the least senior station/base protected employee in his classification at such station(s)/base), and provided that they hold the same classification they held on February 11, 1983, will, in addition to the classification and status protections afforded in paragraph (a) above, be protected against layoff from their one-station complex/base unless all flight operations cease at that one-station complex or the Tulsa Maintenance Base is closed:

Tulsa Maintenance Base	St. Louis
and Station (TULE and TUL)	Salt Lake City
Dallas/Fort Worth (DFW,	Tucson
Flight Academy, Learning	El Paso
Center, SRO, and HDQ)	Indianapolis
Chicago (ORD and MDW)	Baltimore
New York (JFK, LGA, and EWR)	Cincinnati
Los Angeles (LAX and ONT)	Cleveland
Boston	Philadelphia
San Diego	San Juan
Phoenix	Las Vegas
Washington/Dulles	Oklahoma City

6661 Houston
6662 San Francisco
6663 Detroit
6664 Buffalo
6665 Little Rock
6666 Columbus
6667 Pittsburgh

Memphis
San Antonio
Nashville
Rochester
Albany
Hartford
Syracuse

6668
6669 (c) Notwithstanding the above provisions, the Company may lay off, in accordance
6670 with Article 15, employees protected by paragraph (a) or by paragraphs (a) and (b) or
6671 by paragraphs (a) and (c) or by paragraphs (a) and (d) above when the layoff is
6672 necessitated by any one or more of the following conditions:

- 6673
6674 (1) An act of God;
6675
6676 (2) A strike, picketing, work stoppage, slowdown, or other labor dispute by
6677 Company or outside employees resulting in a reduction of work;
6678
6679 (3) A national war emergency;
6680
6681 (4) Revocation of the Company's operating certificate or certificates;
6682
6683 (5) Grounding of a substantial number of Company's aircraft for safety
6684 reasons;
6685
6686 (6) A reduction in the Company's operations resulting from a decrease in
6687 available fuel supply or other critical materials caused either by governmental
6688 action or commercial suppliers being unable to meet the Company's demands.

6689
6690 (d) This Article does not in any way limit the Company's right to terminate or
6691 discipline a protected employee for just cause or disqualify a protected employee under
6692 the provisions of Article 39.

6693
6694 (e) An employee covered by paragraph (a) above (protected employee) and who is
6695 affected by a reduction in force will be afforded the provisions of Article 15(b)(1), (2), (3)
6696 and (5-local city only). He will also be afforded the provisions of Article 15(b)(4) and (5-
6697 other than local city), provided the employee to be displaced is not a protected
6698 employee. No protected employee will be subject to displacement by employees not
6699 covered by paragraph (a) above (unprotected employee). A protected employee who is
6700 affected by a reduction in force and who fails to exercise his options under Article 15 will
6701 be laid off, and forfeit his protected status. The seniority restrictions appearing in Article
6702 15(b)(3) and (b)(4) will not apply to protected employees.

6703
6704 (f) An employee covered by this job security provision who accepts or transfers to a
6705 part time position or voluntarily transfers to a lower classification will thereafter be
6706 guaranteed only a part time position or lower classification position as applicable.

6707

6708 (g) The attachments on the following pages are agreed to by the parties and are
6709 incorporated as part of the Agreement.

6710 ATTACHMENT 42.1 – ONE TIME RELIEF FROM JOB SECURITY PROVISIONS

6711

6712 From: James B. Weel

6713 To: James C. Little

6714 Re: One Time Relief from Job Security Provisions

6715

6716 March 31, 2003

6717

6718 This will confirm our understanding reached during the negotiations leading up to the
6719 agreement signed on DOS, 2003.

6720

6721 During these negotiations, the parties agreed to lift the system job protection provision
6722 of the various agreements to enable the Company to reduce the number of employees
6723 in each title group by the number required to reach the negotiated costs savings. The
6724 chart below illustrates the number of reductions by Title Group. Additionally, we have
6725 listed the newly established system job protection dates that will be in effect once the
6726 reductions associated with the changes have been completed.

6727

<u>Title Group</u>	<u>Number of Reductions</u>	<u>Title Group</u>	<u>Number of Reductions</u>
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Title I	1371	Technical Specialists	9
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Title II	0	Flight Dispatchers	5
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Title III	1856	Ground/Simulator Instructors	110
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Title IV	Included in Title III	Meteorologists	0
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Title V	57	Simulator Technicians	9
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6736

6737 Following the reduction of the above number of employees, the parties agreed to modify
6738 the dates of system protection for the remaining employees to the dates indicated
6739 below. In addition, the date may be adjusted either backward or forward at the
6740 conclusion of the applicable reductions. The new date must be agreed upon by both
6741 parties, if not, the dates listed will be imposed.

6742

<u>Title Groups</u>	<u>New System Protection Date</u>
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6744

Title I and Title III	September 24, 1998
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Ground/Simulator Instructors	March 01, 1998
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Simulator Technicians	August 23, 1999
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All Others	March 01, 2001
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6750 (Signed original on file)

6751 ATTACHMENT 42.2 – RIF FOR SYSTEM PROTECTED EMPLOYEES

6752

6753 From: Mark Burdette

6754 To: John Orlando

6755 Re: RIF For System Protected Employees

6756

6757 January 19, 1996

6758

6759 You have raised the question as to the reduction in force procedures in the current
6760 environment of increased job protection, and our other commitments during negotiations
6761 regarding discontinued and new classifications. I believe that the following interpretation
6762 is contractually correct, and mutually accepted:

6763

6764 1. A system protected employee can displace a non-protected employee at another
6765 station. A system protected employee cannot displace another system protected
6766 employee at another location.

6767

6768 2. A protected employee can displace another employee in a lower classification at
6769 his/her station, even if the employee in the lower classification is also protected.

6770

6771 This means, for example, that a Plant Maintenance Mechanic in Nashville could
6772 displace a Building Cleaner in Nashville, even though the Building Cleaner is also
6773 protected.

6774

6775 3. In discussing and agreeing to the discontinuation of the Building Cleaner
6776 classification, and the placement of those incumbent employees in the Cabin Cleaner
6777 classification, we did commit that Building Cleaners would not be forced to relocate as a
6778 result of this action. That commitment does not extend to relocation as a result of
6779 displacement by a more senior employee, nor to schedule related reductions which may
6780 be required.

6781

6782 Therefore, for example, a Plant Maintenance Mechanic displacing a junior
6783 Building Cleaner could cause the Building Cleaner to be displaced to a vacancy on the
6784 system, or to displace an unprotected junior Building Cleaner at another location.

6785

6786 (Signed original on file)

6787 ARTICLE 43 – PART-TIME EMPLOYEES

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The Company may utilize part-time employees in all classifications under this Agreement and at all stations/locations/bases where those classifications are assigned. The provisions of the Agreement will apply except as follows:

(a) No employee who is protected in a full-time status by Article 42 (Job Security) will be involuntarily assigned to a part-time status. Any full-time employee may volunteer in accordance with his seniority to fill a part-time vacancy. A part time employee may, in accordance with his seniority, fill a full-time vacancy at his station/location/base [12(lx)] or, in accordance with his seniority under the provisions of Article 12(l), fill a full-time or part-time vacancy at another station/location/base.

(b) Any vacancy(s) may be declared by the Company to be part time vacancy(s), without regard to pending transfer/upgrade request(s) to the station/location/base with the vacancy(s) and without regard to the existence of furloughed employee(s) with recall rights to the station/location/base with the vacancy(s), but as limited by subparagraph (1) below.

(1) The number of part-time employees will not exceed fifteen per cent (15%) of the employees covered by this agreement. This fifteen percent (15%) ratio will not apply to any particular classification, station, location, or base, but will be on a total system-wide basis

(c) Part-time vacancies may be filled by the Company with the most senior qualified employee requesting to fill the vacancy(s) in accordance with the following order of preference:

(1) System surplus employees (either full-time or part-time) in the same classification, provided they are senior to the most senior employee holding recall rights to that part-time classification;

(2) By an employee with recall rights to the station/location/base;

(3) The following blended in seniority order:

(a) Employees in a full-time or part-time bid classification status in the same city requesting a voluntary demotion under the provisions of Article 12(n) will be offered part-time vacancies;

(b) Transfer requests of employees currently on payroll in the same classification in other cities (Article 12(l) of the Maintenance Agreement blended in seniority order with full-time employees transfer requests in the same classification within the city with the vacancy;

- 6832 (c) Active full-time employees in the same classification and city as the
6833 vacancy and have a transfer on file;
6834
6835 (4) By employees with valid 12(m) requests on file;
6836
6837 (5) By employees on layoff status with valid transfer requests on file to the
6838 station/location/base;
6839
6840 (6) By new employee(s).
6841

6842 A full-time employee's refusal of part-time work will not affect that employee's seniority
6843 or recall rights under this Agreement.
6844

6845 (d) A part-time employee will be scheduled in either of the following two (2) methods:
6846

6847 (1) No less than four (4) consecutive hours, but no more than six (6)
6848 consecutive hours in a work day and for a maximum of five (5) consecutive work
6849 days in a work week.

6850
6851 (2) For up to eight (8) consecutive hours in a work day, exclusive of a meal
6852 period, and up to a maximum of three (3) days in a work week.
6853

6854 (a) The employee may be scheduled to work up to a maximum of
6855 twenty-four (24) hours in a work week; and
6856

6857 (b) The employee may be scheduled to work up to a maximum of three
6858 (3) consecutive days which will include some combination of Friday,
6859 Saturday, Sunday, or Monday.
6860

6861 Provided, however, employees hired prior to February 11, 1983 will be scheduled for no
6862 less than twenty (20) hours per week; and all employees hired after February 11, 1983
6863 and prior to January 1, 1984 will be scheduled for no less than sixteen (16) hours per
6864 week under either option above. However, such employees may, at their option, bid for
6865 work schedules containing fewer scheduled hours.
6866

6867 (e) No two (2) part-time shifts in a work unit will be scheduled back-to-back within a
6868 nine (9) hour period (e.g., no two (2) four (4) hour, no four (4) and five (5) hour, and no
6869 two (2) four (4) hour shifts with one (1) hour break). No two (2) part-time shifts within a
6870 work unit will overlap for 30 minutes or less.
6871

6872 (f) For a part-time employee scheduled to work in excess of five (5) hours, the
6873 Company will schedule a thirty (30) minute unpaid lunch period (if such period is
6874 required); and no part-time employee's lunch period will encompass his first hour
6875 or his final thirty (30) minutes of work. The provisions of Article 36(b) shall not
6876 apply. (1) At times, due to operational problems, a part-time employee may
6877 not receive a scheduled thirty (30) minute unpaid lunch period. We have agreed,

6878 therefore, that in those instances where a part-time employee who is scheduled
6879 in excess of five (5) hours and, for operational reasons, is not granted a lunch
6880 period during his tour of duty, will be eligible for a "penalty lunch" in the form of
6881 thirty (30) minutes additional pay at straight-time rates. For example: An
6882 employee is scheduled for five (5) hours and forty-five (45) minutes, but due to
6883 off schedule operations, is unable to get away for a schedule lunch break during
6884 his tour of duty. He will be paid five (5) hours and forty-five (45) minutes for time
6885 worked, plus a thirty (30) minute penalty period for not receiving his entitled lunch
6886 period.

6887 (2) This agreed-to "penalty lunch" will not be applicable to any employee
6888 scheduled to work less than five (5) hours, but whose hours are extended
6889 beyond the five (5) hour period. This employee may be scheduled a lunch period
6890 at management's option, if in management's view the operation permits. This
6891 lunch period may be given during the employee's final thirty (30) minutes of work
6892 or waived by the employee. In any case, this employee will not be eligible for a
6893 penalty lunch.

6894
6895 (g) (1) A part-time employee scheduled to work on a holiday will be paid one and
6896 one-half times (1.5X) for all hours worked and one –times (1X) for the difference
6897 between the hours actually worked and the hours normally scheduled on that
6898 work day.

6899
6900 (2) Part-time employees regularly scheduled to work five (5) or more days in a
6901 workweek will receive holiday payment on the same basis as full time
6902 employees.

6903
6904 (3) Part-time employees regularly scheduled to work less than five (5) days in
6905 a work week will be eligible for holiday pay for the day on which the holiday
6906 actually falls if scheduled to work on the actual holiday. If not scheduled to work
6907 on the holiday, he will be paid one-fifth (1/5th) of his regularly scheduled work
6908 hours for that work week at straight-time rates for the holiday.

6909
6910 (4) A monthly report of extended hours by shift for part-timers will be
6911 maintained at each station and shared with the local TWU President monthly.

6912
6913 (5) For purposes of day-to-day assignments, part time Crew Chiefs may have
6914 full-time employees on his/her crew, provided that such full time employees are
6915 not part of the basic bid or working a regular full time shift in a utility/support/"as
6916 assigned" group. (Vacation relief is not included in this restriction.)

6917
6918 (h) A part-time employee will accrue Company, Occupational and Classification
6919 seniority on the same basis as a full-time employee.

6920
6921 (i) A part-time employee will accrue Sick Leave, Vacation, Pension, and Group Life
6922 and Health Benefits in accordance with the provisions in the appropriate Articles. Injury
6923 on Duty benefits will be in accordance with Article 34. Vacation, Sick Leave and Injury

6924 on Duty pay will be based on a part-time employee's normal work schedule. In the case
6925 of a part-time employee in Title Groups I and II, the payment of sick leave will be in
6926 accordance with the 50% application contained in Article 34.

6927
6928 (1) Equivalent full-time service is determined by hours paid, not to exceed 80
6929 hours in a bi-weekly period, not to exceed 2080 hours annually, whether paid at
6930 straight-time or overtime rates. For example, hours during which overtime is paid
6931 are counted in the same manner as straight-time hours without reflecting
6932 overtime pay.

6933
6934 (2) Sick Leave:

6935
6936 Upon completion of six (6) months equivalent full-time service (1,040 part-time
6937 hours paid), as defined in (1) above, the employee will be credited with twenty
6938 (20) hours Sick Leave for use during the balance of that calendar year.
6939 Thereafter, Sick Leave credit of three point three (3.3) hours for each 173.3
6940 hours paid is accrued. If, after dividing part time hours by 173.3 the remaining
6941 hours are more than 86.6, credit the employee with an additional three and one
6942 half (3.5) hours Sick Leave. Remaining hours less than 86.6 are disregarded.
6943 The maximum credit in any calendar year is forty (40) hours. Sick Leave, other
6944 than the original twenty (20) hours credited, is not usable until January 1 of the
6945 year following its accrual.

6946
6947 (3) Vacations:

6948
6949 Vacation accrual is on the basis of equivalent full-time service as followed.

6950
6951 (a) Number of Vacation Days

6952
6953 The number of vacation hours accrued will be determined by length of
6954 service (as for full-time employees) adjusted for leave of absence.

6955
6956 (b) Number of Hours Per Day of Vacation

6957
6958 Compensation for a vacation period for part-time employees or employees
6959 changing from full-time status to part-time status or vice-versa either in the
6960 vacation accrual year or the vacation usage year, will be based on the
6961 following.

6962
6963 (1) Total hours worked in the accrual year (not to exceed 2080
6964 hours (eighty (80) hours bi-weekly) divided by 173.3 hours =
6965 equivalent months of service (rounded to nearest whole number -
6966 5/10 or above round up, 4/10 or below round down).

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(2) Equivalent months of service times the following accrual schedule equals the number of equivalent workdays for pay accrual.

Length of Service as of December 31 or Any Year	Accrual Rate Per Month During The Year Ending Dec. 31	Maximum Vacation Accrual
Less than 5 years	0.5 work day	5 workdays
5 years but less than 10 years	1.0 work day	10 workdays
10 years but less than 15 years	1.5 work days	15 workdays
15 years but less than 20 years	2.0 work days	20 workdays
20 years but less than 25 years	2.5 work days	25 workdays
25 years but less than 30 years	3.0 work days	30 workdays
30 years and over		

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6993

(3) Number of workdays from (2) above x 8 hours = total hours of vacation pay.

(4) Total hours from (3) above divided by number of vacation days eligible based upon length of service will equal the hours per days of pay for a part-time employee.

(5) It is not intended that a part-time employee working less than a five (5) day workweek would be eligible for a longer vacation than a full-time employee with equivalent service.

(4) Pensionable Credited Service

Pensionable credited service for part-time employees will be the same as for full-time employees.

(5) Group Life and Health Benefits Plan:

(a) Part-time employees will be covered by Article 41 in the same manner as full-time employees with the following exceptions in coverage:

6994 (1) Basic term life insurance coverage will be no less than equal
6995 to the basic term life insurance provided to any other part-time
6996 employee within American Airlines.

6997
6998 (2) Accidental Death and Dismemberment Insurance coverage
6999 is \$10,000.

7000
7001 (3) Weekly Income for Accident and Sickness benefits are
7002 based on the average of straight-time earnings in the last 6 months
7003 with a maximum benefit of 50% of such average weekly earnings.
7004 Maximum benefit will be \$100 per week.

7005
7006 (b) Full-time employees who convert to part-time status will continue to
7007 be eligible for all Group Term Life Insurance and Health benefits coverage
7008 held as a full-time employee.

7009
7010 (j) Overtime (call in contiguous or within one (1) hour of the beginning of a full-time
7011 employee's shift or holdover contiguous or within one (1) hour of the end of a full-time
7012 employee's shift) will first be proffered to full-time employees available at the time
7013 overtime is required. If those full-time employees are not available for the needed
7014 overtime, then the Company may require part-time employees to work beyond their
7015 scheduled hours at straight-time rates up to eight (8) hours in a workday. The Company
7016 will proffer day-off overtime, when day-off overtime is required by the Company to be
7017 worked, to full-time employees before such proffer is made to part-time employees.
7018 Part-time employees will be assigned overtime before full-time employees are assigned.

7019
7020 (1) Overtime rates will be paid to part-time employees after eight (8)
7021 consecutive hours in a workday have been worked and at the rates provided in
7022 this Agreement.

7023
7024 Part-time employees who work in excess of eight (8) hours (excluding lunch) are
7025 entitled to overtime in the same manner as full-time employees.

7026
7027 (2) Day off overtime. Time worked on an employee's regularly scheduled day
7028 off will be paid as follows:

7029
7030 (a) If an employee has not worked forty (40) hours or five (5) workdays
7031 during the workweek, he will receive straight-time pay (1X) for all hours up
7032 to eight (8) hours on an employee's day off. Any hours over eight (8) will
7033 be paid in accordance with Article 6(a) of this Agreement.

7034
7035 (b) If an employee has worked forty (40) hours or five (5) workdays
7036 during the workweek, he will receive one and one half times (1.5X) his
7037 regular hourly rate.

7038

7039 (d) The provisions of Article 6(b)(4), 6(b)(5), and Article 25(b) do not
7040 apply to part-time employees.

7041
7042 (k) Employees who are protected by Article 42 and who accept a part time position
7043 will thereafter be guaranteed only part-time employment.

7044
7045 (l) Full-time employees who transfer to part-time status, and who are 57 years of
7046 age or over at the time of transfer, and who have at least five (5) years of credited
7047 service under the Retirement Benefit Plan, will accrue credited service under said Plan
7048 on a prorated basis and final average salary for Retirement Benefit Plan purposes on a
7049 non-prorated basis, up to sixty (60) months following their transfer to part-time.

7050
7051 (m) Part- time Crew Chief positions will be bid in accordance with Article 12 of this
7052 Agreement. Part- time employees and part-time Crew Chiefs will be excluded from the
7053 ratio computation and ratio provisions of Article 11. Furthermore, a part-time Crew
7054 Chief will only have part-time employees assigned to his crew except as provided for in
7055 Article 43(g)(5).

7056
7057 (n) Part-Time Utilization and Part-Time Review Committee

7058
7059 (1) In connection with part-time utilization, the TWU and the Company have
7060 agreed that full-time employees would not be arbitrarily replaced with part-time
7061 employees. The intent of this agreement is to insure that flight schedules,
7062 volumes, and good business practice dictate the optimal split between full-time
7063 and part-time employees at a location.

7064
7065 (2) Further, it is agreed to maintain a joint AA-TWU Part Time Review
7066 Committee, composed of two (2) representatives from each party to review
7067 utilization of part-time staffing. This Committee will be a standing committee that
7068 meets on a predetermined periodic schedule, as well as an ad hoc basis. The
7069 Committee will have access to the information necessary for making
7070 determinations as to whether the part-time/full-time mix is and continues to be in
7071 accordance with the principles outlined above as well as those specific
7072 scheduling and staffing provisions outlined in the Agreement. This Committee
7073 will review part-time issues brought to its attention, and will take the necessary
7074 and appropriate action to resolve those issues.

7075
7076 (o) The attachments on the following pages are agreed to by the parties and are
7077 incorporated as part of the Agreement.

7078 ATTACHMENT 43.1 – PART-TIME UTILIZATION

7079

7080 Re: Part-Time Utilization

7081

7082 During the recent negotiations, the TWU expressed a desire to prohibit the expansion of
7083 part-time employees under the Mechanic and Related Agreement. The Company
7084 recognizes that it has not utilized part-time employees historically in several
7085 classifications and very few in others. In an effort to resolve the matter, the Company
7086 does not intend to change its historical application, but at the same time must protect its
7087 contractual right in the event the operation requires its application. Therefore, the
7088 Company commits to the following:

7089

7090 During the life of this agreement, if the Company was to add part-time positions at
7091 locations where they do not exist today, the Company will notify and discuss the plans
7092 with the International TWU prior to the implementation of the part-time positions.

7093

7094 (Signed original on file)

7095 ATTACHMENT 43.2 – PAYMENT OF OVERTIME ON C/S (CLARIFICATION)

7096

7097 Re: Payment of Overtime on C/S (Clarification)

7098

7099 A 1996 letter from Mary Fives to field HR Managers described the payment of overtime
7100 in conjunction with a C/S when a regular work period of eight hours was contiguous with
7101 the C/S. However, the letter did not address what rate was applicable when the regular
7102 shift and the C/S are not contiguous. Attached are three Part Time Review panel
7103 decisions which help us answer this question.

7104

7105 First, case number M-61-92 tells us that the regular shift and the C/S hours were
7106 contiguous. The decision was to pay overtime for hours worked exceeding the C/S.
7107 This confirms what is stated in the 1996 Five's letter and is consistent with language in
7108 Article 6(a)(1) and Article 6(j) which state:

7109

7110 Article 6

7111 (a)(1) – One and one half times (1.5x) the regular hourly rate for each hour worked in
7112 excess of eight hours.

7113

7114 (j) – If overtime on any workday or work week is due to an authorized exchange of days
7115 off or shifts by employees (which must be approved in advance by the appropriate
7116 supervisor), said time will be compensated for at straight time rates; provided, however,
7117 any continuous work, exclusive of meal periods, in excess of eight (8) on any shift or
7118 tour of duty will be paid at the overtime rates provided in paragraph (a) and (b) of this
7119 Article.

7120

7121 Case numbers M-254-95 and M-425-94 tell us that if there is a break in service (time off
7122 between the regular tour of duty and the C/S) straight time rates would apply. This
7123 break in service interrupts the continuous nature of the work thereby breaking the time
7124 and one half-pay rate.

7125

7126 Example:

7127 Employee works:

7128

7129 0600 - 1430 Regular tour of duty 8 hours Straight time rates (1 hour break)

7130 1530 - 1930 C/S work 4 hours Straight time rates

7131 1930 - 2190 Company extension 2 hours Straight time rates

7132

7133 Given the complex nature of the C/S overtime issue, we recommend that, before
7134 authorizing a change of shift, ample consideration be given to the possibility of an
7135 extension beyond a C/S and what penalty might be assessed against the Company in
7136 the form of overtime when that extension occurs.

7137 ATTACHMENT 43.3 – INTERPRETATION AND APPLICATION OF ARTICLE 43(j)
7138

7139 Re: Interpretation and Application of Article 43 (j)
7140

7141 The following procedure demonstrates the correct interpretation and application of the
7142 43(j) provision and of the M-962-97 Opinion:
7143

7144 First, identify the beginning and end of the overtime need. Then determine the method
7145 that will be used to fill the need (Holdover or Call In). If Holdover is chosen, begin at
7146 step one. If Call in is chosen, begin at step two.
7147

7148 1. Identify the FT shifts that end within the one-hour window before the overtime
7149 need. If no FT, go to step two. If step two has already been completed, go to step
7150 three.
7151

7152 2. Identify the FT shifts that begin within the one-hour window after the overtime
7153 need. If no FT, go to step one. If step one has already been completed, go to step
7154 three.
7155

7156 3. If there are no FT employees in the window at either end, then look for the PT
7157 shift nearest the overtime need in either direction (Holdover or Call In, at management
7158 option). After identifying the PT shift nearest to the overtime need, the proposed
7159 extension of that PT shift redefines the need. Therefore, the one-hour window expands
7160 proportionally. Repeat step one (Holdover) or step two (Call in) with the newly defined
7161 overtime need and window. Again, management has the option of which method to use
7162 to fill the overtime. Therefore, if there are no FT found in the new window, it is not
7163 necessary to move to the subsequent step.
7164

7165 Step 3 – Example: Steps one and two were completed and no FT shifts were found on
7166 either side of the overtime need. The holdover option is chosen. The chart above
7167 shows the end of the PT shift nearest the overtime need is 1300. The overtime need is
7168 now redefined to be 1300 to 1600. The one hour window expands proportionally. Prior
7169 to proffering to PT, we look for the end of a FT shift within the new one hour window
7170 1200 to 1300. If no FT shift ends within the window, you may proffer to PT. As a
7171 reminder, once you proffer an employee, whether it be hold over or call in, you are
7172 obligated to continue proffering that option until it has been exhausted.
7173

7174 In summary, in order to ensure you are in compliance with the provisions of Article 43(j),
7175 before you extend a PT employee, always look back one hour from the end of the PT
7176 shift you are extending. If a shift ends or begins within this window, you must proffer to
7177 FT first.

7178 ATTACHMENT 43.4 – MISCELLANEOUS PART-TIME PROVISION APPLICATIONS

7179

7180 From: James Weel

7181 To: James Little

7182 Re: Miscellaneous Part Time Provision Applications

7183

7184 March 1, 2001

7185

7186 In the course of the 2001 Maintenance and Related contract negotiations, the parties
7187 sought to reduce the number of letters associated with the agreement by incorporating
7188 into relevant articles, attaching to relevant articles, modifying, or in some cases, deleting
7189 letters that were no longer applicable. In the course of doing this, more than twenty (20)
7190 letters pertaining to Article 43 were addressed. Most letters were eliminated,
7191 incorporated into the body of the article, or attached to the article; however this letter
7192 represents various important aspects of the application of the part time provision that
7193 could not be captured elsewhere. The items listed below represent our mutual
7194 understanding of the proper application of the aspects represented in each bullet.

7195

7196 **1. First Vacation Eligibility (from letter dated 2/3/84):**

7197 Q. Must a part time employee have completed six months with the Company
7198 before being eligible to take his first vacation?

7199 A. No. An employee is immediately eligible to take any vacation that has
7200 been accrued in the previous calendar year, even if he has not yet completed six
7201 (6) months.

7202

7203 **2. Part time PV pay (from letter 4/5/84):**

7204 Q. If a part time employee takes a PV day, how are his hours calculated
7205 since the number of vacation hours are not known until the entire calendar
7206 year has been worked?

7207 A. For purposes of PV days only, pay the employee the number of hours he
7208 was scheduled to work on the day for which the PV day was granted.

7209

7210 **3. Eight (8) hour part timers/ Holidays (from letter 10/14/85):**

7211 This will confirm our discussions on the provisions of Article 43 (d) (2) of the
7212 Labor Agreement effective September 1, 1985, pertaining to part time employees who
7213 may be scheduled for up to eight (8) hours on specified days. If any of these days
7214 should fall on a holiday and a reduced workforce is needed on these holidays, full time
7215 employees will have preference over such part time employees for eight (8) hour shifts
7216 on the actual holidays.

7217

7218 **4. Part timer CS/ Holiday pay (from letter 12/16/96):**

7219 Q. If two part timers are scheduled to work the holiday and one part timer
7220 agrees to work for the other part timer (CS), how is each employee
7221 compensated?

7222 A. All hours worked on a holiday, regardless if part of the employee's shift is
7223 the result of a CS, are paid at 1.5X his regular rate of pay. The holiday

7224 moves for the other employee who CS'd off to his next scheduled work
7225 day.

7226
7227 **5. Part time Holidays and Vacations (from letter 11/17/83):**

7228 Holidays-for the purposes of canvassing for volunteers, either full time or part
7229 time, and notification of those required to work on a holiday will be done on separate
7230 lists within the classifications and/or work units. At stations with less than 2,555 annual
7231 scheduled departures, the proffer for volunteers to work on a holiday may be combined-
7232 full time and part time.

7233
7234 **Vacations:**

7235 A. Full time vacation selection and part time vacation selections will be
7236 administered as separate lists and vacation relief will be administered on
7237 separate schedules except for those stations with fewer than 2,555 annual
7238 scheduled departures. Such stations with fewer departures determined as
7239 of July 1 considering the prior 12 month period may combine vacation
7240 selection and vacation relief schedules. Such combination of vacation
7241 relief schedules shall not void the provisions of Article 43 (d).

7242
7243 ***The following is an alternative proposal that may be elected on a city-by-***
7244 ***city basis:***

7245 B. All vacation selections at a station/work unit/department will be posted for
7246 selections, full time and part time, as one common vacation list. Vacation
7247 relief selections will also be administered on one common vacation relief
7248 schedule. The Company will attempt to provide proper numbers of full
7249 time and part time vacation relief selections commensurate with scheduled
7250 vacations for the bidding period and whenever possible full time
7251 employees will relieve full time employees, and part time employees will
7252 only relieve part time employees. However, when necessary due to
7253 vacation selections not balancing with vacation relief employees (part time
7254 to part time, full time to full time) part time employees bidding and being
7255 awarded vacation relief selections may be assigned to relieve full time
7256 employees.

7257
7258 **6. Cross utilization (from letter 11/17/83):**

7259 Available work in a higher classification which is planned to continue in excess of
7260 a four (4) week period for the appropriate work unit will be posted for bid and
7261 assigned to the most senior available employee bidding, subject to the
7262 classification qualifications including licenses.

7263
7264 **7. Temporary upgrade (from letter 4/5/84):**

7265 Q. Can a part time employee fill a locally posted temporary upgrade?

7266 A. If there are no full time volunteers, then the senior part time employee
7267 volunteering is entitled to fill the full time crew chief vacancy on a
7268 temporary basis. For that temporary period, he would be a full time crew
7269 chief eligible to supervise the work of full time and part time employees.

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8. Distribution of part time hours (from letter 2/3/84):

- Q. Does the Agreement require that extended hours for part timers be distributed as equitably a practicable in the same manner as overtime?
- A. No, although the contract does not require equitable distribution of extended hours in the same manner as equitable distribution of overtime, the additional benefits that flow from extension of hours requires that we should rotate such extension of hours within shift/work units/groups. There may be times when due to operational requirements/skills such as rotation of extended hours is not possible. These instances, however, should be in the minority.

These excerpts have attempted to cover most of the areas of question that are not otherwise covered in the agreement.

(Signed original on file)

7286 ARTICLE 44 – MOVING EXPENSES/OPTIONAL SEVERANCE FOR PROTECTED
7287 EMPLOYEES
7288

7289 (a) Except in the event a layoff is the result of any reason set forth in Article 42(c), a
7290 protected employee who is directly affected by a reduction in force will be afforded the
7291 opportunity to elect one, but only one, of the following options:
7292

7293 (1) If he changes base stations under the provisions of Article 15, he will be
7294 afforded moving expenses in accordance with Article 15 (f) plus a \$12,500 (minus
7295 appropriate taxes) special moving allowance, provided he establishes permanent
7296 residency in his new work location and actually relocates his personal possessions
7297 and/or household goods as appropriate to that new location within one (1) year of notice
7298 of reduction in force; except that an employee in a protected status (full or part time)
7299 and who, as a result of a reduction in force, elects to change stations and status (full or
7300 part time) when that same status was available to him at his original city, will not be
7301 entitled to this \$12,500 special moving allowance; or
7302

7303 (2) Accept a \$12,500 (minus appropriate taxes) special severance allowance
7304 plus severance as outlined in Article 37 thereby terminating entirely his employment
7305 relationship with the Company, forfeiting all his seniority, and relinquishing any and all
7306 claim for reemployment and recall.

ARTICLE 45 – EFFECT ON PRIOR AGREEMENTS

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- (a) This Agreement will supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding, and similar related documents executed between the Company and the Union prior to the signing of this Agreement, provided that all rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement, will be satisfied or discharged.
- (b) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

7318 ATTACHMENT 45.1 – LOCAL AGREEMENTS

7319

7320 From: A. Pasciuto

7321 To: Ernest Mitchell

7322 Re: Local Agreements

7323

7324 August 9, 1980

7325

7326 During our negotiations on amendments to the current Basic Agreement, we have
7327 discussed problems regarding side agreements, practices and exceptions developed at
7328 local stations over the years.

7329

7330 This will confirm our agreement that, effective as of the date of ratification by TWU
7331 members of the amendments to the current Basic Agreement, all local side agreements,
7332 practices, and exceptions, whether written or unwritten, which conflict with the terms
7333 and conditions of the Basic Agreement (including the appendices, letters and
7334 memoranda attached thereto), or which are not expressly provided for in such Basic
7335 Agreement and limit the Company in the exercise of its management rights, shall be null
7336 and void unless such local agreement, practice, or exception has been approved in
7337 writing by the International Vice President, Air Transport Division, and the Vice
7338 President-Employee Relations of the Company, or their designees.

7339

7340 Any dispute as to the interpretation or application of this Agreement will be settled by
7341 following the grievance procedures specified in the Basic Agreement.

7342

7343 (Signed original on file)

ARTICLE 46 – ONE STATION AGREEMENTS

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(a) The following nine (9) sets of two (2) or more stations will be treated as one station per set:

(1) Houston Hobby Airport (HOU) and Houston Intercontinental Airport (IAH), the combined stations known as 1HO

(2) John F. Kennedy Airport (JFK), LaGuardia Airport (LGA), Newark Airport (EWR), and Islip Airport (ISP), the combined stations known as 1NY.

(3) Chicago O'Hare Airport (ORD), Chicago Midway Airport (MDW), and Milwaukee Airport (MKE), the combined stations known as 1OR.

(4) Los Angeles Airport (LAX), Burbank Airport (BUR), Santa Ana Airport (SNA), Ontario Airport (ONT), and Long Beach (LGB), the combined stations known as 1LA.

(5) San Francisco Airport (SFO), San Jose Airport (SJC), and Oakland Airport (OAK), the combined stations known as 1SF.

(6) Washington Reagan Airport (DCA), Dulles International Airport (IAD), and Baltimore Washington International Airport (BWI), the combined stations known as 1WA

(7) Miami International Airport (MIA) and Fort Lauderdale Airport (FLL), the combined stations known as 1MI.

(8) Dallas Fort Worth Airport (DFW), Love Field Airport (DAL) and the Corporate office complex buildings of the Flight Academy, Learning Center, Centerport Headquarters, and SRO (GSW), the combined stations known as 1DF.

(9) Tulsa Maintenance Base (TULE) and Tulsa Airport (TUL), the combined stations known as 1TU.

(b) An employee who is based at any of these One Station Sets will be:

(1) Given preference over an employee from a station outside the one station set with respect to Bid Job Vacancies, Non-Bid Vacancies, and Reclassifications.

(2) Deemed to be based at the one station set in the event of:

(a) A surplus of employees at one station within the one station set when vacancies exist at other stations within the one station set.

- 7390 (b) A reduction in force at one station within the one station set when
7391 there are no vacancies available at other stations within the one station
7392 set.
7393
- 7394 (c) A reduction in force at any or all of its stations.
7395
- 7396 (d) A recall of laid-off employees to any or all of its stations.
7397
- 7398 (e) Temporary assignments between stations within the one station
7399 set.
7400
- 7401 (c) Bid Job Vacancies
7402
- 7403 (1) A bid job vacancy will be filled by honoring requests of qualified
7404 employees for reassignment from one station to another station within the one
7405 station set. To be considered qualified, the employee must hold, as a result of
7406 having been selected as a successful bidder, a job in the same classification as
7407 the vacancy and involving the same requirements, including qualifying tests and
7408 completion of the trial period. The method for an employee to let his request be
7409 known is the same as outlined in Article 46(d), entitled Non-Bid Job Vacancies.
7410
- 7411 (2) Vacancies remaining after the requests have been honored are to be
7412 posted for bid in accordance with the requirements of the Agreement.
7413
- 7414 (d) Non-Bid Vacancies
7415
- 7416 (1) When a non-bid vacancy arises within the one station set, requests for
7417 lateral reassignment between its stations will be honored before transfer requests
7418 from stations outside of the one station set are considered, and before new
7419 employees are hired. An employee wishing to be reassigned should file a written
7420 request for such reassignment with his supervisor. All requests will be valid until
7421 the following January 1st and July 1st. Each January 1st and July 1st, a request for
7422 reassignment not submitted within the preceding thirty (30) calendar days will be
7423 voided, and it will be necessary for a new request to be submitted. Under this
7424 procedure, the Company will not require, as a condition of being eligible to
7425 request reassignment, that an employee have completed six (6) months of
7426 service in his current job; provided, that an employee will normally (except as set
7427 forth in the next sentence) be required to have completed his probationary period
7428 before being eligible to request such reassignment from one station to the other.
7429 It is agreed that the Company will recognize an approved (Union and Company)
7430 six (6) month waiting requirement waiver, if the Company is anticipating hiring off
7431 the street at the station or location.
7432
- 7433 (2) Selection to fill a vacancy will be made on the basis of the most senior
7434 qualified employee in the same status requesting the reassignment. Upon
7435 award, the employee will be reassigned within fifteen (15) calendar days, unless

7436 agreed to otherwise by the employee. Employees on medical restrictions are not
7437 eligible for reassignment to a vacancy under Article 46(d), unless qualified to
7438 perform all duties of the vacancy.

7439
7440 (3) If there are no requests, or an insufficient number of requests to fill all
7441 vacancies, requests for transfer on file from stations outside the one station set,
7442 as provided in Article 12(l), will be honored.

7443
7444 (e) Reclassification

7445
7446 If an employee is eligible for upgrading from one classification to another, in accordance
7447 with Article 12(m), this will be done within the one station set prior to offering the
7448 upgrade opportunity to an employee from a station outside of the one station set.

7449
7450 (f) Surplus Employees at One Station, Shortage at Another Station Within the One
7451 Station Set

7452
7453 (1) Where there is a surplus of employees at one station and a corresponding
7454 shortage of employees at another station within the one station set, the number
7455 of employees involved will be equalized through reassignment of volunteers, if
7456 any. Selection of volunteers will be made on the basis of the most senior
7457 qualified volunteers. If no employee volunteers or an insufficient number
7458 volunteer, then the selection will be made on the basis of the most junior qualified
7459 employee from the surplus at the one station to the shortage at the other station.

7460
7461 (2) If an employee who is the most junior of those who are surplus refuses
7462 reassignment to the station where there is a shortage, then the employee may
7463 accept layoff with recall rights to the original station of surplus, blended in
7464 seniority order with transfers from other stations within the one station set. An
7465 employee who accepts layoff as described above will not be afforded the
7466 provisions outlined in Article 46(g) or the provisions of Article 15 of this
7467 Agreement. The equalization of any employee surplus and/or shortage as
7468 between the stations of the one station set will precede the honoring of any
7469 requests for transfer to or reassignment between those stations as provided in
7470 Article 46(c) and 46(d).

7471
7472 (3) Any employee who has station protection will not be involuntarily assigned
7473 to another station unless the employee has voluntarily left the protected station
7474 thereby forfeiting his station protection.

7475
7476 (g) Reduction in Force

7477
7478 If there is a surplus of employees at one station but no corresponding vacancy at the
7479 other stations, there is a surplus within the one station set, and a reduction in force
7480 becomes necessary to be made as follows:

7481

7482 (1) Lay off the most junior employee who is surplus within the one station set.

7483

7484 (2) The employee may accept layoff or exercise his seniority within the one
7485 station set or on the system, in accordance with the provisions of Article 15 of the
7486 Agreement.

7487

7488 It is understood between the parties that in the Crew Chief classification, the Crew Chief
7489 will have the option of displacing the lowest senior Crew Chief of the one station set or
7490 to exercise his seniority to displace a non bid position/vacancy at his current station.

7491

7492 (h) Recall

7493

7494 Employees, involuntary moved from one station to another station within the one station
7495 set as a result of a reduction in force, will maintain recall rights back to the original
7496 station. This recall will not be applicable to any bid job that was affected by a reduction
7497 in force. Vacancies existing after the preceding recalls have been processed at any
7498 station are considered a vacancy within the one station set, and the recall of a laid-off
7499 employee (one who left the one station set or separated from the payroll) will be to that
7500 vacancy and in accordance with Article 16.

7501

7502 (i) Expenses

7503

7504 Where an employee is reassigned from one station to another station within the one
7505 station set, whether by employee request or by direction of the Company, no expenses
7506 incurred as a result of that move will be paid by the Company.

7507

7508 (j) Temporary Assignments Between Stations

7509

7510 Employees regularly based at one station will not be assigned to work at another station
7511 within the one station set, except in the event of an emergency, alternate field
7512 operations, including current practices.

7513

7514 (1) When those assignments are made, employees will be regarded as
7515 working and will be paid their base hourly rate while traveling from one station to
7516 another station within the one station set.

7517

7518 (2) When an employee, regularly assigned to one station, is assigned to duty
7519 at another station within the one station set, his transportation costs will be
7520 reimbursed in accordance with the applicable Company policy.

7521

7522 (3) All assignments will be offered to the senior qualified employee from the
7523 station and work unit from which the Company determines the manning will be
7524 sent. If there are not enough volunteers, the most junior qualified employee will
7525 be assigned.

7526

7527 (k) Changes to One Station Sets

7528
7529 During the course of the negotiations leading to the signing of the current agreement,
7530 the staffing of certain cities by TWU represented employees was raised by the Union.

7531
7532 As a result of these discussions, it is agreed that periodic meetings between the
7533 Company and the Union, represented by the International Vice President, Transport
7534 Workers Union and the Senior Vice President – Maintenance and Engineering,
7535 American Airlines, will be held for the purpose of reviewing the long term implications of
7536 staffing in new cities by TWU represented employees. Any changes must be mutually
7537 agreed to by the parties.

ARTICLE 47 – DURATION OF AGREEMENT

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THIS AGREEMENT will become effective as of April 15, 2003, and will continue in full force and effect until and including April 30, 2008, and will renew itself until each succeeding April 30th thereafter, except that written notice of intended change may be served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party in accordance with Attachment 47.1. The job security provided for in Article 42 was agreed to in exchange for work rule changes. Those work rule changes involved the right to hire part time employees as provided in Article 43, the right to cross utilize employees as provided in Article 11, the elimination of paid lunches, and the right to hire employees after February 11, 1983 at pay rates lower and with a longer step progression than for employees hired on or before February 11, 1983. So long as the Union does not seek to change any of these work rules as described above, Article 42 (Job Security) will remain in full force and effect forever.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It is agreed by the parties that the other will not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though those subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, without serving written notice as provided for in the above paragraph.

IN WITNESS WHEREOF, the parties have entered this Agreement on the 15th day of April, 2003, and have signed this Agreement on **DOS**.

FOR TRANSPORT WORKERS
UNION OF AMERICA

FOR AMERICAN
AIRLINES, INC.

Sonny Hall
International President
Transport Workers Union

Jeff Brundage
Vice President
Employee Relations

James C. Little
Vice President
Director, Air Transport Division

James B. Weel
Managing Director
Employee Relations

Gary Yingst
International Vice President
A/A System Coordinator

Mary Tinsman
Managing Principal
Employee Relations

7584
7585 Robert Gless
7586 International Representative
7587
7588 WITNESS:
7589
7590 Rich Beeks
7591 Jim Brinker
7592 Paul Cassidy
7593 Bob Gratiano
7594 Shawn Gray
7595 Glenn Harmon
7596 Dale Lance
7597 Paul McCormick
7598 Anthony McCoy
7599 Randy McDonald
7600 Jack Madish
7601 George Miller
7602 Joe Murphy
7603 Pat Noonan
7604 Jeff Ortengren
7605 Hank Oudeboon
7606 Frank Pecoraro
7607 Gary Peterson
7608 Mark Rasco
7609 David Rivera
7610 Nestor Rodriguez
7611 Mike Semich
7612 Butch Sponaugle
7613 Don Videtich
7614 Todd Woodward

WITNESS:

Paul Creider
James Lane
Russ Newill
David Lee Stewart

7615 ATTACHMENT 47.1

7616

7617 From: James B. Weel

7618 To: James C. Little

7619 Re: Incentive

7620

7621

7622 Whereas, American Airlines, Inc. ("American" or "Company") and the Transport Workers
7623 Union of America, AFL-CIO ("TWU") have agreed to resolve all disputes which exist or
7624 could exist between them related to the negotiation, ratification, and final effectiveness
7625 of the Restructuring Agreement, dated April 15, 2003 ("Restructuring Agreement"), and
7626

7627

7628 Whereas, American and the TWU (the "Parties") have each agreed that it is in their
7629 mutual interest to permit the Restructuring Agreement to become binding and effective.

7630

7631 Now therefore, it is this 24th day of April 2003, hereby agreed that the following shall
7632 supplement, and, to the extent inconsistent, modify the Restructuring Agreement

7633

7634 A. Duration of the Agreement. Contingent on approval of this Letter of Agreement by
7635 the AMR Board of Directors and the TWU and without further ratification, the
7636 Restructuring Agreement will be effective beginning April 15, 2003, and shall remain in
7637 effect for a period of five (5) years and become amendable April 30, 2008.

7638

7639 B. Early Reopener. Either the American or the TWU may elect to reopen the
7640 Restructuring Agreement by the service of notices pursuant to 45 USC Sec. 156, on or
7641 after April 30, 2006.

7642

7643 C. Special Procedure for Change.

7644

7645 1. For a period not to exceed thirty (30) days beginning on written notice by the TWU
7646 no later than May 15, 2003, the Parties will meet and discuss the deletion or
7647 modification of a single item in the Restructuring Agreements, (the "Original
7648 Provision"), such as, the change to Article 34(d) of the Mechanic and related
7649 agreement regarding payment of Sick Leave for the first 16 hours at 50% and the
7650 substitution of one or more alternative items (the "Offset Modification(s)") such that
7651 the net economic result of the deletion or modification and substitution provides cost
7652 savings to the Company equal to the cost savings originally projected by the
7653 Company for the Original Provision (i.e. \$7.0 million per year).

7654

7655 2. If the parties cannot reach agreement during the thirty (30) day period on the Offset
7656 Modification(s) having the appropriate aggregate value described in C.1., above,
7657 they will select a neutral arbitrator in accordance with the System Board procedure
7658 in the Restructuring Agreement. Said arbitrator must be available to hear the matter
7659 with seven (7) days of selection and shall issue a decision within 21 days of
7660 selection.

- 7661 3. The arbitrator shall conduct a hearing of no more than one day in duration.
7662 American and the TWU will each have a maximum of one-half day for its
7663 presentation, with appropriate procedural rules to be set by the arbitrator.
7664
- 7665 4. At the hearing, the TWU will identify one or more Offset Modification(s), the
7666 aggregate value of which must achieve the result described in C.1., above. For
7667 example, if the proposed modification to the Original Provision has a cost of \$7
7668 million and the arbitrator values the Offset Modification(s) at \$6 million, the Union
7669 must identify some additional Offset Modification(s) with a value of \$1 million.
7670
- 7671 5. The Parties' original valuation of the Restructuring Agreement will determine the
7672 value of the Original Provision. The arbitrator will determine the value of the all
7673 changes to less than all of the Original Provision, as well as the value of all Offset
7674 Modification(s). If the arbitrator determines that the value of the Offset
7675 Modification(s) is less in aggregate value to the Company than the cost of the
7676 modifications or deletions to the Original Provision, unless the TWU selects some
7677 additional Offset Modification(s) which achieves the result described in C.1., above,
7678 the arbitrator will further modify the Original Provision so that the changes to the
7679 Original Provision compared to the aggregate value of the Offset Modifications(s)
7680 achieves the result described in C.1., above.
7681
- 7682 6. The decision of the arbitrator will be final and binding on the TWU and the Company.
7683

7684 D. Annual Incentive Program.
7685

7686 The Company will establish an Annual Incentive Program
7687 ("Program"), as set forth in Attachment A, that shall substitute for and
7688 replace the Variable Wage Adjustment Program included in the Restructuring
7689 Agreement.

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7700

E. Authority and Effective Date.

Execution of this Letter of Agreement shall constitute a representation by each party that the terms of this Letter of Agreement and of the Restructuring Agreement have been approved. This Letter of Agreement will become final upon execution on this 24th day of April 2003.

(signed original on file)

LETTERS OF MEMORANDUM

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LETTER OF MEMORANDUM – 1 – MODIFICATIONS REVIEW PANEL

From: James B. Weel
To: James C. Little
Re: Contract Modifications Review Panel

March 31, 2003

This will confirm our understanding reached during the negotiations leading up to the agreement signed on April 15, 2003.

Due to the unusual nature of the numerous modifications the parties have agreed to establish a Contract Modifications Review Panel to discuss and resolve issues pertaining to these changes in an expeditious manner.

The TWU International or a Local Union President may, within seven (7) calendar days of the date on which he became aware of the disputed matter, appeal to a review panel composed of the Director of the Air Transport Division and the Vice President, Employee Relations, or their designees, any dispute regarding the proper application or interpretation of the contractual modifications resulting in the agreement dated April 15, 2003.

The committee will review issues brought to it's attention, and will take the necessary and appropriate action to resolve those issues. Decisions from the review panel will be final and binding on both parties.

The panel is not intended to replace or circumvent the current grievance procedure as outlined in Article 31 & 32 of the AA/TWU agreements.

(Signed original on file)

7733 LETTER OF MEMORANDUM – 2 – OVERTIME ASSIGNMENTS

7734

7735 From: A. DiPasquale

7736 To: James Horst

7737 Re: Overtime Assignments

7738

7739 September 15, 1956

7740

7741 During the negotiations which led to the signing of the Agreements between the parties
7742 effective September 16, 1956, considerable discussion took place regarding
7743 administrative and procedural application of the rules governing overtime assignments
7744 under Articles 6(d) of said Agreements.

7745

7746 It is recognized that in selecting and assigning employees to overtime, strict equity
7747 cannot be maintained on a daily or individual assignment basis. Therefore, in the
7748 assignment of overtime, the Company will initially go to the employees relatively lowest
7749 on overtime, i.e., the lowest within a sixteen-hour spread. The Company may offer the
7750 overtime to employees actually on duty, on day off, or by recall, at its option.

7751

7752 The parties will make an effort to apply these procedures in the application of Articles
7753 6(d). The parties further agree that upon the request of either party they will review the
7754 overtime distribution practices about six (6) months from the date hereof. If changes
7755 are suggested or desired, the parties will discuss same and incorporate any changes as
7756 an amendment to this Memorandum, if by mutual agreement.

7757

7758 (Signed original on file)

7759 LETTER OF MEMORANDUM – 3 – EMPLOYEES ASSIGNED TO DFW

7760

7761 From: American Airlines

7762 To: Transport Workers Union

7763 Re: Employees Assigned to DFW

7764

7765 May 27, 1974

7766

7767 The parties mutually agree that with respect to employees of American Airlines, Inc.
7768 (Airframe and Power Plant Mechanics and their Crew Chiefs) who are assigned to
7769 DFW, the following provisions will apply:

7770

7771 I. WORK UNITS

7772

7773 A. Line Maintenance

7774 B. Wheel Build-up

7775 C. REI

7776 D. Electronic Shop

7777 E. Catering Shop

7778 F. Paint Shop

7779

7780 II. Voting on whether a majority of the employees desire rotating fixed or bid shifts
7781 (provided in Article 21(b)), and on rotating or fixed days off (provided in Article 3(d)) will
7782 continue to be held on the same basis as at present.

7783

7784 III. Vacations – Line/Wheel Build-up/Paint – Work units will be combined for vacation
7785 selections. (Crew Chief Mechanics and Mechanics). All other work units remain as
7786 now handled separately.

7787

7788 IV. Each year all Airframe and Power Plant Mechanics in the Line/Paint/Wheel Build-
7789 up units will have the right to exercise their occupational seniority to bid an assignment
7790 in one of these work units. The period of the bid is to be from the first crew schedule
7791 change in January of each year. Bid selection is to be 90 days before the first crew
7792 schedule change in January of each year.

7793

7794 V. Ten percent (10%) of the employees assigned to the REI work unit will be
7795 allowed to bid out of such unit into Line Maintenance once a year. This bid will be held
7796 at the same time as the regular work unit bid. Resulting vacancies in the REI unit will
7797 be posted.

7798

7799 VI. Vacation relief is to be bid annually during the vacation selection period. If
7800 insufficient relief bids are filled, the most junior Mechanic in the combined
7801 Line/Paint/Wheel Build-up work units, who has completed his six months qualification
7802 period with the Company, will be assigned to vacation relief periods.

7803

7804 VII. NEW HIRE BID

7805
7806 A new Mechanic will be eligible to exercise his seniority as provided in paragraph IV,
7807 above, on the occasion of the first bid following the completion of his first six months'
7808 service. Having been awarded a bid to assignment in the Line/Paint or Wheel Build-up
7809 work units, the bidder will remain in it for the period of one year unless he is the
7810 successful bidder for a vacancy in another work unit which becomes available during
7811 the one-year period. If such a vacancy occurs, it will be filled by posting a notice of
7812 vacancy in both work units for five (5) days. The most senior man bidding will be
7813 assigned to the opening. The vacancy resulting from the first bid will be bid in the same
7814 manner. The next (third) resulting opening may be filled by normal procedures, i.e.,
7815 recall, transfer, or new hire.

7816
7817 VIII. QUALIFICATIONS

7818
7819 No Mechanic assigned to the Line or REI work units will be required to take a qualifying
7820 test as a prerequisite for assignment to another of these work units at the DFW station,
7821 but he must have the required A & P licenses to work in the Line Work unit.

7822
7823 IX. Starting times shall be kept to the minimum number consistent with efficient
7824 operations. Existing starting times will not be changed nor will new ones be established
7825 until after notice to and consultation and discussion with the Union.

7826
7827 X. Each work unit will have a separate overtime distribution list.

7828 LETTER OF MEMORANDUM – 4 – COPE DEDUCTIONS

7829

7830 From: Charles Pasciuto

7831 To: Ernest Mitchell

7832 Re: COPE Deductions

7833

7834 August 9, 1980

7835

7836 Effective thirty (30) days after ratification of the Agreement dated August 9, 1980 and
7837 during the life of that Agreement, the Company agrees to deduct contributions to a
7838 Union Fund known as the "Committee on Political Education" (COPE) from the pay of
7839 those employees under this Agreement who are Union members and who may
7840 voluntarily execute a form to authorize such deductions prepared and furnished by the
7841 Union. The content of such form shall be agreed upon between the Company and the
7842 Union, and the authorization for and remittance to the Union of such deductions will be
7843 in conformance with all applicable laws.

7844

7845 (Signed original on file)

7846 LETTER OF MEMORANDUM – 5 – ILLEGAL JOB ACTIONS

7847

7848 From: Transport Workers Union

7849 To: Charles Pasciuto

7850 Re: Illegal Job Actions

7851

7852 August 9, 1980

7853

7854 During our negotiation on amendments to the current basic agreements, we have
7855 discussed problems regarding the unfortunate trend of increased illegal work stoppages
7856 and slowdowns occurring during the course of our agreements. Both parties have
7857 expressed their desire to correct this situation.

7858

7859 The Union recognizes its obligation to prevent any sit-down, walkout or stoppage, strike,
7860 slowdown, or curtailment of work for any reason during the life of these agreements and
7861 pledge their wholehearted cooperation to the Company to prevent any of the above
7862 from occurring.

7863

7864 In addition, it is agreed that, in the future, for any letters of discipline which are properly
7865 assessed in the event of an occurrence of any of the above, the provisions of Article
7866 28(d), or related articles, will not apply.

7867

7868 (Signed original on file)

7869 LETTER OF MEMORANDUM – 6 – AUTOMATED BID/TRANSFERS

7870

7871 From: Jane Allen

7872 To: Edward Koziatek

7873 Re: Automated Bid/Transfer

7874

7875 August 15, 1995

7876

7877 During the discussions which led to the agreement of August 15, 1995, the Company
7878 and the TWU agreed to establish an Automated Bid/Transfer System.

7879

7880 A joint committee will be established to design the functionality of the system so that it
7881 complies with the contractual rules and procedures, while improving the process and
7882 timeliness of awards and notification to the employee, the TWU, and the locations
7883 involved.

7884

7885 (Signed original on file)

7886 LETTER OF MEMORANDUM – 7 – CABIN CLEANING WORK

7887

7888 From: Jane Allen

7889 To: Edward Koziatek

7890 Re: Cabin Cleaning Work

7891

7892 August 15, 1995

7893

7894 This will confirm our discussions leading to signing of the agreement dated August 15,
7895 1995. We discussed the issue of competitive cabin service and agreed to place a new
7896 classification into the labor agreement to do selected cabin cleaning work. We have
7897 agreed to utilize Cabin Cleaners to accomplish the heavy International cleaning and the
7898 overnight bill of work. The following defines in general terms the parameters of these
7899 functions.

7900

7901 (a) All International aircraft operations using dedicated cabin cleaner crews
7902 arriving from or departing to a city outside of the United States, Canada, Mexico
7903 and San Juan/U.S. Virgin Islands.

7904

7905 It is not the intent of the parties that the Cabin Cleaner classification will assume the
7906 Cabin Service support shop duties where they exist today nor accomplish the watering
7907 and lavatory dumping/servicing for International aircraft.

7908

7909 (Signed original on file)

7910 LETTER OF MEMORANDUM – 8 – REINSTATED CLASSIFICATION OF PLANT
7911 MAINTENANCE MAN

7912

7913 From: Jane Allen

7914 To: Edward Koziatek

7915 Re: Reinstated Classification of Plant Maintenance Man

7916

7917 August 15, 1995

7918

7919 I understand there is confusion regarding the reinstated classification of Plant
7920 Maintenance Man in the Tentative Agreement.

7921

7922 First, all incumbent Plant Maintenance Mechanics have been granted job security to
7923 protect their classification, pay, and status.

7924

7925 Second, we have agreed that the classification of Plant Maintenance Man cannot be
7926 utilized at a location until any furloughed Plant Maintenance Mechanic has been
7927 recalled.

7928

7929 We have also agreed to job description language for the Plant Maintenance Man which
7930 is considerably more restrictive than that which previously existed for this classification
7931 before the name was changed to Apprentice Mechanic.

7932

7933 There is no intent to arbitrarily replace Plant Maintenance Mechanics as a result of this
7934 change in the Agreement. To further demonstrate this intent, we will agree to a "floor"
7935 of Plant Maintenance Mechanics which will be the number of Plant Maintenance
7936 Mechanics on the payroll on August 15, 1995, less those who elect the Early Retirement
7937 Program. We further agree not to hire Plant Maintenance Men unless we are at or
7938 above the floor.

7939

7940 We have also agreed to establish a joint committee to immediately review and resolve
7941 any questions regarding the application of the Plant Maintenance Man classification.

7942

7943 (Signed original on file)

7944 LETTER OF MEMORANDUM – 9 – AFW, MCIE AND TULE CHRISTMAS BASE
7945 CLOSING

7946

7947 From: James B. Weel

7948 To: James C. Little

7949 Re: AFW, MCIE and TULE Christmas Base Closing

7950

7951 March 1, 2001

7952

7953 This will confirm our agreement that the AFW, MCIE and TULE Maintenance Bases will
7954 be closed for one (1) week during the Christmas holiday period, requiring all employees
7955 to take vacation. (Except the Central Utility Plant, Coffee Maker/Oven Shop, Slide Shop
7956 and the Battery shop at AFW and Central Utility in Tulsa.)

7957

7958 Administrative details will be determined by mutual agreement. The actual weeks of
7959 closure will be determined by mutual agreement, or in the event the parties cannot
7960 agree, will be as follows for the term of this agreement:

7961

7962 2003 12/24/03 to 12/31/03 (includes Christmas Holiday off)

7963 2004 12/24/04 to 12/31/04 (includes Christmas Holiday off)

7964 The years of 2005 through 2008 will be determined by mutual agreement between the
7965 parties.

7966

7967 Due to operational requirements, employees may work during the Christmas Base
7968 closure period under the following procedures:

7969

7970 Prior to the start of vacation selection, the Company will identify the areas and the
7971 manning requirements needed for the following years Base Closure period. The
7972 employees will be allowed to sign a volunteer sign-up sheet showing his desire to work
7973 during the following year's Base Closure Period.

7974

7975 a. Volunteer assignments will be awarded by occupational seniority and
7976 notified of their ability to work, by posting, no later than seven (7) calendar days prior to
7977 the start of the normal vacation selection.

7978

7979 b. Employees in those shops, docks, or work units identified for the base
7980 closure may volunteer to work, for option blocks available by seniority if operationally
7981 required, up to the number of employees needed within each shop, dock, or work unit.

7982

7983 c. Volunteers who are selected will be required to report for duty during the
7984 Period of Base Closure and, accordingly, will be guaranteed work or compensation in
7985 lieu of work, if work is not assigned.

7986

7987 1. An employee volunteering to work and then subsequently
7988 transferring to another shop/dock/work area will be allowed to volunteer in his new area

7989 if his seniority will allow, or the employee will be allowed to fulfill his obligation to work in
7990 the shop/dock/work area where he had previously volunteered.

7991
7992 2. Employees volunteering to work are volunteering to work any shift.
7993 Every attempt will be made to assign volunteers to work their normally scheduled shift;
7994 however, due to operational requirements, employees may be reassigned to other shifts
7995 by inverse seniority only.

7996
7997 3. Employees scheduled for vacation or FLEX vacation during the
7998 base closure period may volunteer to work and be compensated in accordance with
7999 Article 8 and applicable IRS laws. Employees who have selected either PV or POH
8000 may also volunteer to work; however, an employee who had selected PV and voluntarily
8001 working will not be charged with a PV and will not have the option of being paid for a
8002 vacation period, but will retain the vacation period for use in the following year.

8003
8004 Note: Current IRS guidelines do not allow for deferring Flex Vacation into the following
8005 year, regardless of what week your Flex vacation was scheduled.

8006
8007 4. All provisions of the current AA/TWU labor agreement will apply.

8008
8009 d. If additional employee's are needed to work base closure, the following will
8010 apply:

8011
8012 1. Employees in those shops, docks, or work units identified for the
8013 base closure may volunteer to work, if operationally required, up to the number of
8014 employees needed within each shop, dock, or work unit. If option blocks were offered
8015 prior to previous vacation selection a year in advance, the same offer must be
8016 maintained.

8017
8018 2. If an employee volunteered during the previous vacation selection a
8019 year in advance, he will be allowed to work additional days if available.

8020
8021 3. Volunteer lists will be posted and awarded in each shop, dock, or
8022 work unit thirty (30) days prior to the start of the base closure period.

8023
8024 4. Volunteers will be selected by Occupational Seniority to work within
8025 their own respective shop, dock, or work unit. Every attempt will be made to assign
8026 volunteers to work in their regularly assigned work area; however, due to operational
8027 requirements, volunteers may be reassigned to other work areas by inverse seniority
8028 only.

8029
8030 e. In the event there are insufficient volunteers:

8031
8032 Employees with scheduled vacation, FLEX vacation, PV, or POH and not
8033 volunteering will not be required to work.

8034

8035 On the Aircraft docks only, if additional volunteers are needed, they will be
8036 selected from within the appropriate product line (e.g. Business Units in Tulsa AO, 777,
8037 767, 757, 737, MD80, etc...). In the event of insufficient volunteers, no employee will be
8038 required to work.

8039
8040 Employees not able to select vacation, Flex vacation, PV, or POH will be allowed
8041 to work.

8042
8043 f. A separate volunteer list will be maintained and posted for each
8044 classification (e.g. Crew Chief, Inspector, Aviation Maintenance Technician, Plant
8045 Maintenance Mechanic, Overhaul Support Mechanic, etc...). Crew Chiefs may
8046 volunteer to work as a Crew Chief and may volunteer to work in their non-bid
8047 classification. Assignments will be made in accordance with the above procedures and
8048 Crew Chiefs volunteering to work in their non-bid classification will be allowed to work
8049 within each shop, dock, or work unit by operational seniority.

8050
8051 g. Unless otherwise noted, the holiday will be observed on the first day
8052 following the employee's vacation or days off in accordance with Article 7.

8053
8054 h. Overtime work required on the days off either preceding or following the
8055 base closure/vacation week (unless otherwise noted) will be solicited in accordance with
8056 the local overtime administrative guidelines within each shop, dock, or work unit.

8057
8058 i. Holiday work required on the designated Holiday Off (unless otherwise
8059 noted) will be solicited in accordance with the local holiday administrative guidelines
8060 within each shop, dock, or work unit, provided that no employee will be required to work
8061 the holiday or days off preceding the base closure period.

8062
8063 (Signed original on file)

8064 LETTER OF MEMORANDUM 10 – SUMMARY OF 2003 CONTRACT CHANGES

8065

8066 From: James B. Weel

8067 To: James C. Little

8068 Re: Summary of 2003 Contract Changes

8069

8070 March 31, 2003

8071

8072 *This will confirm our understanding reached during the negotiations leading up to the*
8073 *agreement signed on (DOS), 2003. During these negotiations, we discussed many*
8074 *changes intended to achieve sustained long-term financial relief from the current*
8075 *provisions of the TWU labor agreements. This letter is intended to recap the majority of*
8076 *the agreed upon changes. Changes are listed by Title groups: I (Mechanics and*
8077 *Related), II (Facilities, Automotive, Cabin Cleaners, Utility and Building Cleaners), III*
8078 *(Fleet Service), IV (Fuelers), V (Stock Clerks), T/S (Technical Specials), Disp*
8079 *(Dispatch), Metro (Meteorologists), Sim Techs (Simulator Technicians) and Instrs*
8080 *(Ground School and Pilot Instructors).*

8081

8082 **Pay Related:**

8083 **Effective May 1, 2003:**

8084

- Base wage pay reduction, varying percentages (all groups)

8085

- Elimination of all longevity pay(I & II)

8086

- Modified longevity pay, start after 17 years, current rates (III, IV, V,T/S)

8087

- Reduced Sim Tech Coordinator premium by \$.75/hour

8088

- Reduced Sim Tech Skill pay to \$.10/hour

8089

- Reduced Pilot Simulator Instructors premium to \$10.00/month

8090

- Reduced Ground School/Pilot Simulator Instructors standardization

8091

coordinator pay to \$150.00/month

8092

- Reduced Pilot/Simulator Instructors work unit experience premium

8093

- Modified shift differential to \$.01, \$.02, \$.03 (I, II, III, V, T/S, Sim Techs)

8094

- Elimination of weekend differential (I, II, V, at AFW, TUL, MCI)

8095

- Elimination of midnight skill retention premium (Sim Techs)

8096

- Training pay at straight time for off shift and day off (I, II)

8097

- Elimination of penalty lunch payment (I, II, III, IV, V)

8098

- Elimination of OT meal allowance (I, II, III, IV, V, T/S)

8099

- Penalty hours pay for actual time worked @ 1.5x (I, II, III, IV, V, T/S)

8100

- Reduce OT rate from 2x to 1.5x (I, II, III, IV, V)

8101

- Work 40 hrs to reach OT rate for day off overtime (III, V)

8102

- Elimination of debrief pay (T/S)

8103

- Elimination of Stock Clerk driver premium

8104

- Elimination of AMT premiums when displacing OSM employee

8105

- Elimination of Early Call-In guarantees (I, II, III, IV)

8106

- Elimination of short turn penalty due to shift bids (Art 21 d) (III, IV)

8107

- Elimination of CC premium when not working as CC (III,V)

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- Modify IOD to 10 days (all groups) **Effective 5/01/03 with the following transition:**
 - If the injury was incurred prior to 4/15/03, remaining applicable salary continuation through the end of the month up to the current 80 days
 - If the injury is incurred on 4/15/03 or before 4/30/03, salary continuation for 10 days up to the current 80 days
 - If the injury is incurred after 5/01/03, salary continuation for 10 days

(Signatures on file)

8164
8165 LETTER OF MEMORANDUM – 11 – DISPOSITION OF LETTERS OF AGREEMENT
8166

8167 From: James B. Weel
8168 To: James C. Little
8169 Re: Disposition of Letters of Agreement

8170
8171 March 1, 2001

8172
8173 During the recent negotiations for the Mechanic and related agreement, the Company
8174 and the TWU established a mutual objective to review all letters of agreements, letters
8175 of memorandum or interpretative letters, whether included in the current agreement or
8176 were part of the side letters retained by either party for purposes of administration and
8177 application of the agreement. The objective was to mutually agree on a disposition for
8178 each and every letter. The disposition included, either inclusion into the agreement via
8179 an Article or attachment, removal, or retention outside the agreement for purposes of
8180 future reference.

8181
8182 The parties have developed a Letter of Agreement Master Index which will be retained
8183 outside the agreement, yet understood as the final disposition on all the letters
8184 contained within. The disposition on the letter is exclusively for the Mechanic and
8185 related agreement. The terminology used for the disposition will be defined as follows:

8186
8187 (1) Remove: The letter is no longer in force and effect and will not be
8188 used as a precedent for purposes of future contract application.

8189
8190 (2) Remove/Incorporated into Article: The letter has been removed and the
8191 portions of substantive value, as agreed upon by the parties, have been included
8192 into the language of a specific Article. By inclusion of the letter, in whole or in
8193 part, into the Article it has the same force and effect as all other contract
8194 language.

8195
8196 (3) Retain in the Contract: The letter retains its force and effect and is
8197 retained as an Attachment to a specific Article or in the Letter of Memorandum
8198 section, depending on its applicability. e.g. attached for historical value.

8199
8200 (4) Retain outside the Contract: The letter will serve as a reference for
8201 the purpose of future application for either party; however, they are not binding
8202 and maybe modified or removed at a future date. e.g. explanation on Company
8203 policy or plans.

8204
8205 In the event of a dispute regarding the application of the above, the issue will be
8206 resolved by the Vice President – Employee Relations and the TWU Air Transport
8207 Director, or designee.

8208
8209 If the above accurately reflects your understanding, please indicate by signing below.

8210
8211
8212

(Signed original on file)